CITY COMMISSION MEETING AGENDA

City Commission Chambers

December 9, 2025

7:00 PM

Please join the meeting via Zoom
https://us06web.zoom.us/j/83472066068

Please join the meeting via telephone:
1 305 224 1968 or 1 312 626 6799
Meeting ID: 834 7206 6068



Mayor Veronica Edwards Phillips - Vice Mayor Sharon Thomas
Commissioner Tycie Causwell - Commissioner Easton K. Harrison - Commissioner Karlene Maxwell-Williams

City of Lauderdale Lakes City Commission Meeting

Welcome to the City Commission Meeting

We are pleased that you have demonstrated an interest in the City of Lauderdale Lakes by attending a City Commission Meeting. We hope that you enjoy the meeting and will attend more of these meetings in the future.

GENERAL RULES AND PROCEDURES FOR PUBLIC PARTICIPATION AT CITY COMMISSION MEETINGS:

Please turn off or silence your cell phones. Any person requiring Auxiliary Aids and services must contact the City Clerk's Office at 954-535-2705 at least 24 hours prior to the meeting.

If you or someone you know is hearing or speech impaired, please call Florida Relay Service at 1-800-955-8770 or 8771.

- **Who May Speak** - Any individual who wishes to address the City Commission may do so providing it is accomplished in an orderly manner and in accordance with the procedures outlined in Sec. 2-54 (2) of the Code of Ordinances.

- **Petitions From the Public** - Per Section 2-54 of the Code of Ordinances, each person desiring to petition the City Commission will be allotted 5 minutes under the applicable order of business for the City Commission meeting. Petitions from the Public shall not exceed 30 minutes in aggregate time. The Mayor at his/her discretion may allow more time than the allotted time.

- **Speaking on items not on the Agenda** - Each person who wishes to address the City Commission must sign in with the City Clerk before 7:00 p.m. by completing the Petition from the Public form, located on the podium, outside of the City Commission Chambers.

The City Commission Meeting is a business meeting and as such, please conduct yourselves in a respectful and professional manner, both in tone of voice, as well as, choice of words.

Please direct your comments to the City Commission as a body through the presiding office and not to the audience or individual City Commissioner.

As your City Commission, we will abide by the debate and decorum rules which provides for each City Commissioner to speak 10 minutes at a time on each subject matter. After every Commissioner have spoken, the Mayor will provide for other comments.

The above represents a summarization of the rules and procedures as adopted by Ordinance. Copies of the Code Section related to rules and procedures are available from the City Clerk's office.

City of Lauderdale Lakes

Office of the City Clerk

4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599

(954) 535-2705 - Fax (954) 535-0573

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION AND PLEDGE OF ALLEGIANCE**
   - **A.** INVOCATION PROVIDED BY BISHOP EVERTON B. WALKER FROM FIRST UNITED CHURCH OF JESUS CHRIST, APOSTOLIC, INC.
   - **B.** PLEDGE OF ALLEGIANCE
4. **PROCLAMATIONS/PRESENTATIONS**
   - **A.** PROCLAMATION - NATIONAL HIV/AIDS AWARENESS DAY PRESENTED TO AIDS HEALTHCARE FOUNDATION (SPONSORED BY VICE MAYOR THOMAS)
   - **B.** PRESENTATION - DISTRICT UPDATE FROM BROWARD COUNTY COMMISSIONER HAZELLE ROGERS
5. **APPROVAL OF MINUTES FROM PREVIOUS MEETING**
   - **A.** NOVEMBER 24, 2025 CITY COMMISSION WORKSHOP MINUTES
   - **B.** NOVEMBER 25, 2025 CITY COMMISSION MEETING MINUTES
6. **PETITIONS FROM THE PUBLIC**
7. **CONSIDERATION OF ORDINANCES ON SECOND READING**
8. **CONSIDERATION OF ORDINANCES ON FIRST READING**
   - **A.** ORDINANCE 2025-012 APPROVING ADOPTION OF THE LAUDERDALE LAKES COMPREHENSIVE PLAN 2050; PROVIDING FOR THE ADOPTION OF THE 2025 EVALUATION AND APPRAISAL (EAR) REPORT FOR THE COMPREHENSIVE PLAN; PROVIDING FOR THE EAR-BASED PROPOSED AMENDMENTS TO ALL APPLICABLE ELEMENTS; AND PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMERCE AND OTHER APPLICABLE REVIEWING AGENCIES AS REQUIRED UNDER PART II OF CHAPTER 163, FLORIDA STATUTES

     This is an ordinance approving the transmittal of the City's 2025 Evaluation and Appraisal (E.A.R.) report to the Department of Commerce and applicable state review agencies to comply with statutory requirements.
9. **CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA**
   - **A.** RESOLUTION 2025-161 AWARDING A CONTRACT TO SAFA CONSTRUCTION, LLC AS THE MOST RESPONSIBLE, RESPONSIVE AND LOWEST VENDOR FOR ITB 25-6310-15B-0-2025/AP FOR WATER QUALITY IMPROVEMENT PROJECT CANAL 8 IN AN AMOUNT NOT TO EXCEED TWO MILLION, TWO HUNDRED EIGHTEEN THOUSAND, SEVEN HUNDRED FORTY DOLLARS ($2,218,740.00)

This resolution awards a contract to Safa Construction, LLC in response to ITB 25-6310-15B-0-2025/ap for Water Quality Improvement Project Canal 8 in an amount not to exceed $2,218,740.00.

B. RESOLUTION 2025-162 AWARDING A CONTRACT TO REMANTON DESIGNS LLC FOR ALZHEIMER'S CARE CENTER IMPROVEMENTS AFTER COMPLETING A COMPETITIVE PROCUREMENT PROCESS ON THE CITY'S OPENGOV PLATFORM ITB26-6310-05B IN AN AMOUNT NOT TO EXCEED TWO HUNDRED AND FORTY NINE THOUSAND, SEVEN HUNDRED AND NINETY FOUR DOLLARS AND SIX CENTS ($249,794.06)

This resolution awards a contract to Remanton Designs LLC for Alzheimer's Care Center Improvements in an amount not to exceed $249,794.06.

C. RESOLUTION 2025-163 AUTHORIZING THE MAYOR AND THE CITY CLERK TO AWARD A CONTRACT TO HEAVY CIVIL INC. IN THE AMOUNT NOT TO EXCEED EIGHT HUNDRED AND NINETY THREE THOUSAND, SEVEN HUNDRED AND EIGHTEEN DOLLARS AND FIFTY CENTS ($893,718.50) TO PROVIDE CONSTRUCTION SERVICES FOR THE NW 36TH TERRACE IMPROVEMENT PROJECT (FROM OAKLAND PARK BLVD TO NW 38TH AVENUE)

This resolution authorizes the Mayor and the City Clerk to award a contract to Heavy Civil Inc. in the amount $893,718.50 to provide construction services for the NW 36th Terrace Improvement project.

D. RESOLUTION 2025-164 APPROVING SERVICES WITH TRANE U.S. INC. FOR BUILDING AUTOMATION SYSTEMS (BAS) FOR THE INSPECTION AND MAINTENANCE SERVICES WITH ANNUAL CONTRACT INCREASES IN ACCORDANCE WITH GSA COOPERATIVE GUIDELINES CONTRACT # 47QSWA20D002A OVER A FIVE YEAR TERM PURSUANT TO TRANE U.S. INC. PROPOSAL #: 7892143 FROM NOVEMBER 2024 TO NOVEMBER 2028 ALONG WITH AN ANNUAL AMOUNT OF TWENTY THREE THOUSAND DOLLARS ($23,000.00) FOR UNFORSEEN MAINTENANCE AND EMERGENCY REPAIRS TO THE CHILLER PLANT AT CITY HALL

This resolution approves services with Trane U.S. Inc. for Building Automation Systems (BAS) for the inspection, and an annual amount of $23,000.00 for maintenance and emergency services for the Chiller Plant at City Hall.

E. RESOLUTION 2025-165 AUTHORIZING THE PURCHASE OF CO-MANAGED CYBER SECURITY SYSTEM SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OMNIA CONTRACT 01-170 FOR ADVANCED TECHNOLOGY SOLUTIONS SERVICES, FROM COMPUQUIP, INC., (AN AUTHORIZED RESELLER OF TD SYNNEX CORPORATION) AUTHORIZING THE ANNUAL COST OF CO-MANAGED CYBER SECURITY SYSTEM SERVICES IN AN AMOUNT OF THIRTY NINE THOUSAND ($39,000) PER YEAR, FOR A THREE-YEAR TERM EFFECTIVE NOVEMBER 24, 2025 TO NOVEMBER 23, 2027

This resolution requests the authorization of the purchase of co-managed Cyber Security System Services, in accordance with the terms and conditions of the Omnia Contract 01-170 for Advanced Technology Solutions Services from Compuquip, Inc. in an annual amount of $39,000 for a three-year term.

F. RESOLUTION 2025-166 AUTHORIZING THE APPROVAL OF MASTER CONTRACT JM023-25-2028, EFFECTIVE JANUARY 1, 2026, THROUGH DECEMBER 31, 2028, BETWEEN THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. AND THE CITY OF LAUDERDALE LAKES/LAUDERDALE LAKES ALZHEIMER'S CARE CENTER

This resolution approves the Master Contract JM023-25-2028, effective January 1, 2026, through December 31, 2028, between the Areawide Council on Aging of Broward County, Inc. and the City of Lauderdale Lakes/Lauderdale Lakes Alzheimer's Care Center. The purpose of this Master Contract is to establish the framework for services to be provided under each agreement executed pursuant to it. These services include respite care, case management, and the provision of specialized medical equipment under the Older Americans Act and the Alzheimer's Disease Initiative.

10. CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

A. RESOLUTION 2025-167 APPROVING THE ESTABLISHMENT OF A COMPREHENSIVE LIEN REDUCTION POLICY TO ADDRESS CODE ENFORCEMENT LIENS THROUGH STRUCTURED PROCEDURES FOR ADRESSING PROPERTY OWNER REQUESTS FOR A

REDUCTION IN MUNICIPAL CODE ENFORCEMENT LIENS

This resolution approves a Code Enforcement Lien Reduction Program to address code enforcement liens.

B. RESOLUTION 2025-168 RATIFYING THE CITY'S FINANCIAL REPORT FOR PERIOD ENDING SEPTEMBER 30, 2025

The resolution ratifies the City's financial reports for the period ending September 30, 2025 in accordance with Sec.82-327 of the City of Lauderdale Lakes Code of Ordinances.

C. RESOLUTION 2025-169 APPROVING AND AUTHORIZING EXPENDITURE OF CITY FUNDS IN AN AMOUNT NOT TO EXCEED FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) TO SUPPORT THE LAUDERDALE LAKES CHAMBER OF COMMERCE'S INITIATIVE ENTITLED "SHOP LAUDERDALE LAKES: LOCAL SPENDING, LOCAL PROSPERITY"

This resolution authorizes the funding of a new initiative spearheaded by the Lauderdale Lakes Chamber of Commerce. The Shop Lauderdale Lakes: Local Spending, Local Prosperity is a campaign designed to encourage residents to support local businesses, build community pride and drive economic growth in the city of Lauderdale Lakes.

11. CORRESPONDENCE

12. REPORT OF THE MAYOR

13. REPORT OF THE VICE MAYOR

14. REPORTS OF THE CITY COMMISSIONERS

15. REPORT OF THE CITY MANAGER

16. REPORT OF THE CITY ATTORNEY

17. ADJOURNMENT

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING

If a person decides to appeal any decision made by the Board, Agency, or Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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. (FS 286.0105)

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 535-2705 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

Any invocation that is offered before the official start of the commission meeting shall be the voluntary offering of a private person, to and for the benefit of the commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the commission or the city staff, and do not necessarily represent their individual religious beliefs, nor are the views and beliefs expressed by an invocation speaker intended to suggest the city's allegiance to or preference for any particular religion, denomination, faith, creed or belief. Persons in attendance at the city commission meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. You may exit the city commission chambers and return upon completion of the opening invocation if you do not wish to participate in or witness the opening invocation.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Contract Requirement:

Title
NOVEMBER 24, 2025 CITY COMMISSION WORKSHOP MINUTES
Summary
Staff Recommendation

Background:
Funding Source:

Fiscal Impact:
Sponsor Name/Department:
Meeting Date: 12/9/2025

ATTACHMENTS:

	Description	Type
🗋	November 24, 2025 City Commission Workshop Minutes	Minutes

City of Lauderdale Lakes

Office of the City Clerk
4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599
(954) 535-2705 - Fax (954) 535-0573

CITY COMMISSION WORKSHOP MINUTES

City Commission Chambers
November 24, 2025
5:00 PM

1. CALL TO ORDER

Mayor Edwards Phillips called the November 24, 2025, City Commission Workshop to order at 5:00 p.m.

2. ROLL CALL

PRESENT
Mayor Veronica Edwards Phillips
Commissioner Easton Harrison
Commissioner Sharon Thomas

ABSENT
Vice Mayor Tycie Causwell
Commissioner Karlene Maxwell-Williams (appeared virtually)

ALSO PRESENT
Acting City Manager Venice Howard
City Attorney Sidney Calloway
Deputy City Clerk Pav Benasrie-Watson
City Staff

3. DISCUSSION

REVIEW OF THE NOVEMBER 25, 2025 CITY COMMISSION MEETING AGENDA

CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA

Item 9.A. RESOLUTION 2025-143 APPROVING AMENDMENT NO. 2 TO THE RECREATIONAL TRAILS PROGRAM (RTP) GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR IMPROVEMENTS TO OTIS GRAY PARK, EXTENDING THE GRANT TERM THROUGH JUNE 30, 2026

Maqsood Nasir, City Engineer, stated thar the City submitted an application to the Recreational Trails Program (RTP) on March 1, 2022, requesting funding for improvements to Otis Gray Park. The application was successful, and the City was awarded the full amount of $400,000, with a required local match of $200,000. An agreement with the Florida Department of Environmental Protection (FDEP), the administering agency, was executed on June 27, 2023, for a term of two (2) years. Following execution, the City submitted all required commencement documents, including those necessary to obtain the Notice to Proceed. A significant portion of the delay resulted from the extensive environmental review process required under the National Environmental Policy Act (NEPA). As the original grant expiration date of June 30, 2025 approached, the City formally requested a project extension. FDEP granted an extension through December 31, 2025. The City received the Notice to Proceed (NTP) from FDEP on July 25,

2025, and subsequently awarded the project for construction on October 28, 2025. The City proactively contacted FDEP to provide a project update and formally request an additional extension to complete construction. FDEP approved the request, granting a six (6)-month extension through June 30, 2026, and subsequently provided the City with a draft amendment for execution. Accordingly, it is now necessary to amend and execute the agreement with FDEP to reflect the updated term through June 30, 2026, to allow sufficient time for completion of construction.

Item 9.B. RESOLUTION 2025-144 AWARDING AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE, AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT AWARD IN ACCORDANCE WITH REQUEST FOR PROPOSAL RFP25-3410-08R, FOR CITYWIDE JANITORIAL SERVICES TO MARSDEN SOUTH LLC IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-NINE THOUSAND SIX HUNDRED SIXTY-TWO AND NO/100 DOLLARS (199,662.00) ANNUALLY; FURTHER AWARDING AND AUTHORIZING VENDOR TO PROVIDE "OPTIONAL SERVICES" FOR VARIOUS CITY EVENTS ON AN AS-NEEDED BASIS AT THE FIXED RATES PROVIDED

Aazam Piprawala, Procurement Administrator, stated that on April 27, 2025, the City's Procurement Services issued a Request for Proposals (RFP 25-3410-08R) seeking qualified firms to provide comprehensive janitorial services for City-owned facilities, including City Hall, the Public Works Complex, Vincent Torres Park, Willie Webb Park and other designated locations. This was required as the contract with the current vendor, Global Services, expired. The goal of this solicitation was to ensure a clean, safe, and well-maintained environment for employees, residents, and visitors.

Ron Desbrunes, Public Works Director, stated that the scope of service requested by the city consists in daily, weekly, and periodic janitorial services for all 14 city facilities.

Mayor Edwards Phillips asked for a list of the services outside of the scope.

Mr. Desbrunes stated that the services are window cleaning, stripping of floors and waxing of floors.

Mr. Piprawala stated that Marsden South, LLC was awarded the contract, however, their parent company has the 1099. The system does not accommodate for the payment to be sent to another company not affiliated with the 1099.

Mr. Calloway stated that he would have to conduct some research on the procurement documents.

Commissioner Thomas stated that the next vendor in line should be used.

Sharzad Ali, Director of Business Development of Marsden South LLC stated that they have a W9 and they are a pass through entity of their parent company, Encore 1.

Item 9.C. RESOLUTION 2025-145 AUTHORIZING THE CITY COMMISSION TO AWARD A COOPERATIVE CONTRACT TO MUSCO SPORTS LIGHTING, LLC, IN ACCORDANCE WITH THE SOURCEWELL MASTER PROJECT: 199030, CONTRACT NO. 041123-MSL, FOR THE PURPOSES OF UPGRADING THE LIGHTING AT WILLIE WEBB PARK – BASKETBALL COURTS AS PART OF THE PARKS REHABILITATION AND RENOVATION PROJECT IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND AND SIX HUNDRED DOLLARS ($75,600.00) AND 5% CONTINGENCY IN THE AMOUNT OF THREE THOUSAND, SEVEN HUNDRED AND EIGHTY DOLLARS ($3,780.00) FOR A TOTAL AMOUNT OF SEVENTY NINE THOUSAND, THREE HUNDRED AND EIGHTY DOLLARS ($79,380.00)

Mr. Piprawala stated that the purpose of this resolution is to authorize the City Commission to continue the upgrade/improvement efforts of the facilities at the Willie Webb Park. The upgrades/improvements include a SportsCluster® system with Total Light Control for an upgraded lighting performance. The existing basketball court lighting is very poor and in somewhat disrepair. This proposed upgrade will not only provide an enhanced lighting for sporting activities, but also complete a much-needed facelift to compliment the major upgrades recently completed. Upgrading these amenities at the park will enhance safety and improve the standard and quality of life for the residents. The Contractor, Musco Sports

Lighting, LLC. prepared an estimate of $75,600.00, which includes activities, such as demolition and removal of old and obsolete equipment, professional services, fixture layout and aiming diagram, construction, equipment, installation, permitting, etc. Additionally, City staff is requesting a 5% ($3,780.00) for unforeseen conditions that may be presented once construction commences for a total project budget of $79,380.00 where the vendor is providing product assurances and a comprehensive warranty program that covers materials and onsite labor, eliminating 100% of our maintenance costs for 10 years after completion. The sub-contractor working for Musco Sports Lighting, LLC is Imperial Electrical Inc. who has done work for the city in the past.

Item 9.D. RESOLUTION 2025-146 OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; IN ACCORDANCE WITH SECTION 82-356(a)(3) OF THE LAUDERDALE LAKES PROCUREMENT CODE AWARDING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT BETWEEN THE CITY OF LAUDERDALE LAKES AND MGT IMPACT SOLUTIONS, LLC IN AN AMOUNT NOT TO EXCEED TWENTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND NO/100 ($28,500.00) TO ASSIST IN THE SELECTION OF A NEW CITY MANAGER (SPONSORED BY MAYOR EDWARDS PHILLIPS)

Mr. Piprawala stated that on, March 18, 2025, City Commission appointed an Acting City Manager, while staff was directed to begin formal preparations for retaining the services of a qualified executive search firm to assist in the recruitment of a City Manager. On September 10, 2025, the City re-issued a solicitation, RFP25-3110-22R Executive Search Firm for City Manager Recruitment (Re-Bid), which was broadcasted to 833 vendors and 30 planholders. The solicitation was advertised on Sep 10, 2025 and closed on Sep 26, 2025. Four proposals were received and evaluated by a committee. Staff requests approval of a contract award between the City of Lauderdale Lakes and MGT Impact Solutions, LLC to assist in the recruitment of a City Manager, for the City of Lauderdale Lakes in the amount of $28,500.00.

Item 9.E. RESOLUTION 2025-147 AUTHORIZING THE CITY'S CONTINUATION OF THAT CERTAIN COOPERATIVE (PIGGYBACK) CONTRACT ESTABLISHED BY THE CITY OF TAMARAC WITH WATERFIELD FLORIDA STAFFING, LLC D/B/A ACTION LABOR, FOR SCHOOL CROSSING GUARD SERVICES, AND TO PARTICIPATE IN THE EXTENSION OF SAID CONTRACT FROM SEPTEMBER 1, 2025 THROUGH DECEMBER 31, 2025, IN AN AMOUNT NOT TO EXCEED EIGHTY-NINE THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS AND 00/100 ($89,562.00)

Mr. Piprawala stated that the purpose of the agenda is to authorize the Acting City Manager to amend the utilization of the cooperative contract executed by the City of Tamarac for school crossing guard services with Waterfield Florida Staffing, LLC DBA Staffing Connections for an amount not to exceed $89,562.00 for the period September 1, 2025 to December 31, 2025. The City of Tamarac has issued an amendment to the award of RFP #19-23R, where the City of Lauderdale Lakes partnered with the city of Tamarac on a Cooperative contract to provide School Crossing Guard Services for the cities of Coral Springs, North Lauderdale, Sunrise, and Tamarac which expired on August 31, 2025. The agreement provides for a price adjustment when necessitated by an adjustment to the Florida Minimum Wage. Effective September 30, 2025, the Florida Minimum Wage will increase from $13.00 per hour to $14.00 per hour. In keeping with the same markup of 1.38, the hourly billing rate will be amended to $19.32 per hour effective September 30, 2025.

CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

Item 10.A. RESOLUTION 2025-148 APPOINTING A COMMISSIONER TO SERVE AS VICE-MAYOR OF THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES

Venice Howard, Acting City Manager reviewed all of the positions for the Organizational Meeting.

Item 10.B. RESOLUTION 2025-149 APPOINTING A CHAIRPERSON TO THE BOARD OF COMMISSIONERS OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY

(CRA)

This was discussed under Item 10.A.

Item 10.C. RESOLUTION 2025-150 APPOINTING A VICE CHAIRPERSON TO THE BOARD OF COMMISSIONERS OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY (CRA)

This was discussed under Item 10.A.

Item 10.D. RESOLUTION 2025-151 APPOINTING A DELEGATE TO THE NATIONAL LEAGUE OF CITIES' (NLC)

This was discussed under Item 10.A.

Item 10.E. RESOLUTION 2025-152 APPOINTING AN ALTERNATE DELEGATE TO THE NATIONAL LEAGUE OF CITIES (NLC)

This was discussed under Item 10.A.

Item 10.F. RESOLUTION 2025-153 APPOINTING A DELEGATE TO THE FLORIDA LEAGUE OF CITIES (FLC)

This was discussed under Item 10.A.

Item 10.G. RESOLUTION 2025-154 APPOINTING AN ALTERNATE DELEGATE TO THE FLORIDA LEAGUE OF CITIES (FLC)

This was discussed under Item 10.A.

Item 10.H. RESOLUTION 2025-155 APPOINTING A DELEGATE TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION (BMPO)

This was discussed under Item 10.A.

Item 10.I. RESOLUTION 2025-156 APPROVING THE PROGRAM MODIFICATIONS FOR THE ADDITION OF THREE CRITICAL POSITIONS

Sharon Haynes, Director of Financial Services, stated that the City Commission recognizes the need to enhance departmental efficiency and provide improved services to the public. Increased workload in key operational areas has created the need for additional City staff support to maintain effective service delivery. These positions are a Benefits Specialist, a Procurement Specialist and a Housing and Zoning Assistant. These positions will be funded by the General Fund. Staff also requests these additional positions that will be funded by Special Revenue Funds: a Building Official and a Senior Project Manager.

Mayor Edwards Phillips inquired as to why the salary range was so wide.

Ms. Haynes explained that the range is based upon the job responsibilities of the position and the benefits that the person hired may require.

Commissioner Harrison asked when would the other positions be brought to the commission for consideration.

Ms. Haynes stated that the positions would be brought back in March for consideration.

Item 10.J. RESOLUTION 2025-157 APPROVING THE BROWARD SHERIFF'S OFFICE CONTRACT FOR LAW ENFORCEMENT SERVICES

Ms. Haynes stated that the Broward Sheriff's Office has contractually provided law enforcement services to the City of Lauderdale Lakes. This resolution is for a new five-year contract from September 2025 to September 2030 with an option for an additional five-year term renewal. The fiscal impact is $11,478,467 and funded by the General Fund.

Item 10.K. RESOLUTION 2025-158 APPROVING THE BROWARD SHERIFF'S OFFICE CONTRACT FOR EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES

Ms. Haynes stated that the City of Lauderdale Lakes contracts with the Broward Sheriff's Office for the provision of emergency, fire protection and fire prevention services. This existing contract expired on September 30th 2025. This resolution is for a new five year contract with options for an additional five year term upon the expiration of the current contract. The fiscal impact is $12,385,297 and funded by the General Fund.

Item 10.L. RESOLUTION 2025-159 REQUESTING THE USE OF THE MULTIPURPOSE FACILITY FOR WOMEN OF VETERAN AFFAIRS (WOVA) CHRISTMAS TOY GIVEAWAY AS A COMMISSIONER INITIATIVE, ON DECEMBER 20, 2025 (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

Commissioner Maxwell-Williams stated that The Women of Veterans Affairs ("WOVA") is a nonprofit organization dedicated to serving female veterans and their families through community engagement, and charitable initiatives. WOVA has planned its annual Christmas Toy Giveaway for December 20, 2025, an event that provides toys, and holiday support to children of veteran families and other families in need within the community. WOVA is requesting the use of the City's Multipurpose Center to host this event in order to ensure that WOVA can safely and effectively serve participating families.

Item 10.M. RESOLUTION 2025-160 REGARDING HOMEBUYER AND SELLER WITH THE KEYES COMPANY (SPONSORED BY COMMISSIONER HARRISON)

Commissioner Harrison stated that this is a Commissioner Initiative for a homebuyer and seller seminar in partnership with the Keyes Company for individuals interested in buying or selling a home.

Commissioner Thomas inquired as to the cost of the vendor fees and what they included.

Commissioner Harrison stated that the cost was $50 which will be used to buy gift cards for community engagement raffles and giveaways.

4. DISCUSSION OF PROPOSED ORDINANCE(S)

5. ADDITIONAL WORKSHOP ITEMS

A. UPDATE ON UAZ PROJECT (5:30 P.M TIME CERTAIN)

Ron Desbrunes, Public Works Director, stated that Broward County owns and operates all of the water and sewer lines in the City. He explained how the project has been broken up into multiple sections and the work that has been done in each section. There has been some delays and they are working on finalizing it. The project should be completed by the end of January.

Mayor Edwards Phillips asked who should a resident call if they have questions on the project.

Jeff Labell of Craven Thompson and Associates stated that residents can call Dickey Consulting Service if they have questions about the project. He explained the current status of the project.

B. DISCUSSION REGARDING RESOLUTION 2025-100 APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A LIMITED-TIME AMNESTY PROGRAM FOR REDUCTION OF QUALIFYING CODE ENFORCEMENT LIENS

Tanja McCoy, Development Services Director, stated that over the past several years, the City has

accumulated a growing number of code enforcement liens on properties that remain unresolved, many of which have accrued significant penalties due to prolonged noncompliance. These outstanding liens pose a barrier to property rehabilitation, real estate transactions, and community reinvestment. In response to these challenges within the City, staff has initiated the Amnesty Program as a strategic tool to encourage voluntary compliance and clear title issues while encouraging opportunities for economic recovery and neighborhood improvement while shaping a local policy tailored to the City's needs. This initiative is designed to encourage compliance, reduce the financial burden on property owners, and improve the City's ability to resolve longstanding liens. The Amnesty Program would provide a temporary opportunity for eligible homestead and non-homestead property owners to settle code enforcement liens at a significantly reduced rate, contingent upon meeting compliance benchmarks. The program aims to provide equitable relief to property owners facing liens, incentivize compliance with municipal codes, expedite the settlement of delinquent accounts and maintain the integrity and deterrent effect of the code enforcement program. The program characteristics, duration, amnesty window will be open for a period of 18 months starting on the first day of the month following commission approval. This amnesty program applies to all code enforcement liens issued for violations that were brought into full compliance. the settlement offer, the city will accept a flat percentage of the total lien balance equal to 15% of the total lien amount for all homestead properties, 35% of the total lien amount for all non-homestead properties, and 20% for total lien amount for the second and subsequent non-homestead property. Required documentation includes the embassy application, including the application fee, which is $200 for a single-family residential townhome or condos, and $1,500 for multifamily and commercial properties, proof of compliance via a pre-inspection and final inspection, and property owner verification. Payment options would be paid in full in 30 days of approval or otherwise, the lien will revert to the original amount.

Commissioner Harrison inquired as to the exact number of liens for residential and commercial properties.

Ms. McCoy stated that information is still being researched and that the program would still give an opportunity for people with long standing liens to come into compliance. Some homeowners have come in and requested to reduce and resolve the liens and this program will give them the opportunity to do so.

Commissioner Harrison stated that he believes 15% is too high for a lien payoff for residents and 1% to 2% or even 5% payoff amount should be considered.

Mayor Edwards Phillips asked if the lien payment program could extend to more than 30 days.

Ms. McCoy stated that the comprehensive lien program will allow for that with considerations for low income residents.

Commissioner Harrison asked if there is a 15% pay off for the comprehensive lean program.

Ms. McCoy stated that the 15% pay off is for the comprehensive lien program and for low income residents, if they stick with their payment plan for the period of time, the rest of the lien will be forgiven.

Commissioner Thomas stated she is willing to consider a 5% pay off for homestead properties.

Mayor Edwards Phillips asked if the programs could be combined into one program.

Ms. McCoy stated that that the Comprehensive Lien program will be in effect for a long time whereas the amnesty program is a short term program.

Commissioner Maxwell-Williams stated that she believes the 15% payoff amount is fair.

Commissioner Harrison stated he is willing to go for 5%.

Commissioner Thomas stated she believes the two separate programs are better than one program.

City Attorney Calloway stated that it is in the City Commission's best interest to have a lien reduction policy.

Mayor Edwards Phillips stated that she is willing to consider 10%.

Ms. McCoy stated that she will do some more research and get some more feedback from the City Commission.

C. DISCUSSION REGARDING RESOLUTION 2025-101 ESTABLISHMENT OF A COMPREHENSIVE LIEN REDUCTION PROGRAM TO ADDRESS CODE ENFORCEMENT LIENS THROUGH STRUCTURED REVIEW PATHWAYS

Ms. McCoy stated that over the past several years, the City has accumulated a growing number of code enforcement liens on properties that remain unresolved, many of which have accrued significant penalties due to prolonged noncompliance. These outstanding liens pose a barrier to property rehabilitation, real estate transactions, and community reinvestment. In response to these challenges within the City, staff has initiated the Comprehensive Lien Reduction Program as a strategic tool to encourage voluntary compliance and clear title issues while encouraging opportunities for economic recovery and neighborhood improvement while shaping a local policy tailored to the City's needs. his initiative is designed to encourage code compliance while, reducing the financial burden on property owners, and improve the City's ability to resolve new as well as longstanding liens. The Comprehensive Lien Reduction Program will establish a formal process for reviewing and adjusting liens based on compliance status, property condition, and other qualifying factors for Homestead and Non Homestead property owner. The program aims to provide a procedural framework that will: Provide equitable relief to property owners facing liens; Incentivize compliance with municipal codes. Expedite the settlement of delinquent accounts; and Maintain the integrity and deterrent effect of the code enforcement program. One of the key features of the program is that the standard lien between $1,000 to $2,5000 could be resolved through the Development Services department. The high liens from $25,001 to $150,000 would go through the Special Magistrate's Office for resolution. The extremely high liens in the amount of $150,000 or more would come to the City Commission for review.

Mayor Edwards Phillips asked if income will be considered in this program.

Ms. McCoy stated that income will be taken into consideration and residents will have the option to get into a payment plan over a 24 month period. If they successfully make the payments for 24 months the rest of the lien amount will be forgiven.

D. DISCUSSION REGARDING AN ORDINANCE APPROVING ADOPTION OF THE LAUDERDALE LAKES COMPREHENSIVE PLAN 2050; PROVIDING FOR THE ADOPTION OF THE 2025 EVALUATION AND APPRAISAL (EAR) REPORT FOR THE COMPREHENSIVE PLAN; PROVIDING FOR THE EAR-BASED PROPOSED AMENDMENTS TO ALL APPLICABLE ELEMENTS; AND PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMERCE AND OTHER APPLICABLE REVIEWING AGENCIES AS REQUIRED UNDER PART II OF CHAPTER 163, FLORIDA STATUTES

Ms. McCoy stated that every seven years, the City is required by State statute to review its Comprehensive Plan and submit an Evaluation and Appraisal Review (EAR) based amendments for approval to the Florida Department of Commerce (Commerce). In accordance with Section 163.3191(1)-(5), Florida Statutes (F.S.) the City must determine if amendments to its Comprehensive Plan are necessary to reflect changes in state requirements and notify the state planning agency of its determination. In 2024, the City transmitted EAR-based amendments of the Future Land Use and Recreation and Open Space elements of the Comprehensive Plan via Commerce reference number 24-01ER and 02-TA-24. On August 07, 2024, the Department of Commerce provided the City correspondence of its review of the proposed comp plan amendment and attached a Objections, Recommendations, and Comments (ORC) report outlining deficiencies concerning the amendment. On January 28, 2025 the Mayor and City Commission approved

authorization of a task order to Kimley Horn and Associates, Inc, to provide the necessary modifications to the City's Comprehensive Plan to address statutory requirements and deficiencies outlined by the State and County (Resolution # 2025-014). On August 12, 2025, the transmittal letter was initially submitted electronically for the proposed City of Lauderdale Lakes Evaluation and Appraisal Review (EAR), along with the proposed comprehensive plan amendments (Amendment No. 25-01ER) to constitute the necessary amendments to the City Comprehensive Plan to fulfill the statutory requirements of the Evaluation and Appraisal Review (EAR) process, as established in Section 163.3191, Florida Statutes. The transmittal letter and comprehensive plan amendments were received by the Florida Department of Commerce on August 13, 2025. After completing the review of Amendment No. 25-01ER, Florida Commerce has identified a conflict with the application of Chapter 2025-190, Section 28, Laws of Florida (L.O.F.). In a letter, dated October 13, 2025, the proposed comprehensive plan amendment submitted was deemed more restrictive or burdensome, making it null and void. After reviewing and making the necessary adjustments with the consultant, the Comprehensive Plan is now ready to be submitted to the state.

City Attorney Calloway spoke of the challenges local municipalities face relative to Home Rule.

Discussion ensued amongst the City Commission regarding the resubmittal process and what other communities were doing to get their plan passed.

E. DISCUSSION REGARDING APPROVING SERVICES WITH TRANE U.S. INC FOR BUILDING AUTOMATION SYSTEMS (BAS) FOR THE CHILLER PLANT AT CITY HALL

Mr. Piprawala stated that Trane US Inc. has been providing Building Automation Systems (BAS) for the inspection and maintenance services of the chillers at the city for a long time. In the 1990's, the city entered into an arrangement with Trane for the BAS system that controls the chillers at the city. This is proprietary software, that is managed by Trane. The vendor conducts this service on a quarterly basis. The city would annually issue a PO for the service, however, within the last decade or so, the city began to enjoy a reduction in prices by accessing the cooperative contracts awarded to Trane for this service. The annual amount for these services when combined over years, will exceed the City Manager's limit. Staff was recently guided by the City Attorney on this and is requesting the approval of the City Commission for compliance to procurement guidelines and to continue services with the vendor covered under this agreement. In December 2024 the city signed an agreement with the vendor for the quarterly maintenance which begins year 1. December 2025 will begin year 2. Staff is requesting an annual amount of $23,000 per year to be used for any additional or emergency repairs, specific to the BAS system, not covered in the scope of services. With Trane being the manufacturer of the chillers, and the provider of the proprietary systems, City staff is requesting to utilize this vendor in accordance with the City's Procurement Code, Section 82-358 (D), which allows the City to participate in Cooperative purchase agreements. Total anticipated impact for FY26 $33,524.00.

F. DISCUSSION REGARDING PURCHASE OF CO-MANAGED CYBER SECURITY SYSTEM SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OMNIA CONTRACT 01-170 FOR ADVANCED TECHNOLOGY SOLUTIONS SERVICES, FROM COMPUQUIP, INC., (AN AUTHORIZED RESELLER OF TD SYNNEX CORPORATION) AUTHORIZING THE ANNUAL COST OF CO-MANAGED CYBER SECURITY SYSTEM SERVICES IN AN AMOUNT OF $39,000 PER YEAR, FOR A THREE-YEAR TERM

Mr. Piprawala stated that cybersecurity is the state or process of protecting and recovering computer systems, networks, devices and programs from any type of cyber-attack. Protection of the City's sensitive data, software and systems is a high priority as attacks to the intellectual property could be damaging to the information technology infrastructure, financial condition and reputation. The City's information technology infrastructure is becoming more vulnerable and more susceptible to attacks with the continued advancements in technology. The vendor employs an engineering team to secure the City's systems stay ahead of the emerging threats 24/7/365. City Commission approved the initial contract for a total of $68,500.00 via Resolution 2021-090. The Vendor, Compuquip, Inc., an authorized reseller of TD Synnex Corporation, has provided an estimate of

$39,000 as an annual fixed cost, to continue providing 24/7 services and protect against, as well as detect attacks to the city's network infrastructure, an increase of $4,000.00, from the previous 3-year term which expired 11/23/2024. In order to maintain the city's compliance with Florida state's law for Cybersecurity Standards required by Section 282.3185 F.S of the Florida Digital Service as directed by Resolution 2024-035, the city is requesting to continue these critical services with Compuquip for the term effective 11/24/2024 to 11/23/2027. City staff is requesting to utilize Omnia Contract 01-170 for Advanced Technology Solutions Services, from Compuquip, Inc., (an authorized reseller of TD Synnex Corporation) in accordance with the City's Procurement Code, Section 82-358(d), which allows cooperative purchasing through June 26, 2027.

Kurt Brown, IT Manager, provided detailed information regarding the services that Compuquip, Inc. provides.

G. DISCUSSION REGARDING AWARD OF A CONTRACT TO HEAVY CIVIL INC. IN THE AMOUNT OF EIGHT HUNDRED AND NINETY THREE THOUSAND, SEVEN HUNDRED AND EIGHTEEN DOLLARS AND FIFTY CENTS ($893,718.50) TO PROVIDE CONSTRUCTION SERVICES FOR THE NW 36TH TERRACE IMPROVEMENT PROJECT (FROM OAKLAND PARK BLVD TO NW 38TH AVENUE)

Mr. Desbrunes stated that on April 22, 2025, City Commission approved an Interlocal agreement with Broward County to provide funding in the amount of $863,663, under the Transportation Surtax program, for construction agreement The NW 36th Terrace Improvements project. The project, located on NW 36th Terrace (South of Oakland Park Boulevard to NW 38th Avenue), consist in the installation of landscaping and median improvements, sidewalk, traffic calming and drainage improvement. Staff reviewed the proposals for compliance of the bid requirements, ensuring that the bids are responsive and responsible. The lowest proposal was then submitted to the County for review and compliance with the County's CBE program requirements. Heavy Civil, Inc. was determined to be the lowest, responsive and responsible bidder that met the city as well as the County's CBE program requirements and offered the best overall value. A $100,000.00 contingency is included in the total price for the purpose of funding unforeseen portions of the work that may arise during construction Performance of Work, if any, under this allowance account must be authorized in writing by the City. Staff recommends that the City Commission award the contract to Heavy Civil, Inc for construction of the NW 36th Terrace Improvements project in the amount of $893,718.50 and any supplemental approval for additional funds requested from the Interlocal agreement with Broward County under the Transportation Surtax Program for this project.

H. DISCUSSION REGARDING RAMADAN EVENT AS COMMISSIONER INITIATIVE (SPONSORED BY COMMISSIONER HARRISON)

Commissioner Harrison stated he would like to host the Ramadan event on February 20, 2026 as one of his Commissioner's initiative. He is requesting the event be held at the Multipurpose Building.

I. DISCUSSION REGARDING AWARDING A CONTRACT TO SAFA CONSTRUCTION, LLC IN ACCORDANCE WITH SECTION 82-356(A)(1) OF THE LAUDERDALE LAKES PROCUREMENT CODE AS THE MOST RESPONSIBLE, RESPONSIVE AND LOWEST VENDOR FOR ITB 25-6310-15B-0-2025/AP FOR WATER QUALITY IMPROVEMENT PROJECT CANAL 8

Mr. Nasir stated that there is an immediate need to repair/restore canal bank and erosion control to protect the canal from pollutants that are harmful to water quality and flood control throughout the canal network. A variety of means and methods will be employed to restore canal banks that are in critical condition. The City of Lauderdale Lakes solicited qualified firms to provide Water Quality Improvement for Canal #8. The solicitation was solicited using the City's electronic bid system, www.demandstar.com The solicitation was declared closed September 12, 2025. The evaluation process included a thorough review of the written proposals, to determine the lowest responsible and responsive bidder. City staff is recommending award to Safa Construction, LLC. after completing the competitive bidding process which represents the best value to the City for an amount not to exceed two million, two hundred eighteen thousand, seven hundred forty dollars and zero cents ($2,218,740.00).

J. DISCUSSION REGARDING CITYWIDE DRAINAGE IMPROVEMENTS PROJECTS FUNDED BY RESILIENCE GRANT (FDEP AGREEMENT# 22FRP22)

Mr. Nasir stated that the City will construct the project in accordance with the construction contract documents. Project costs associated with the construction task include work approved through construction bids and/or construction phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all applicable permits. This project must be completed by June 30, 2026. The funding source for this project is the Resilient Florida Grant Program funded by the Florida Division of Emergency Management and there is $2.2 million available.

Mayor Edwards Phillips asked if the design, permitting and construction will be completed by the deadline.

Mr. Nasir stated that the design is complete and it is now in the permitting stage.

K. DISCUSSION REGARDING AWARDING A CONTRACT TO REMANTON DESIGNS FOR ALZHEIMER'S CARE CENTER IMPROVEMENTS AFTER COMPLETING A COMPETITIVE PROCUREMENT PROCESS ON THE CITY'S OPENGOV PLATFORM ITB26-6310-05B IN AN AMOUNT NOT TO EXCEED $249,794.06

Mr. Nasir stated that this renovation primarily focuses on the bathrooms, flooring, and kitchen. The contractor must ensure all work complies with applicable codes and safety regulations, including the proper disposal of all debris and materials. Construction 95 LLC submitted the lowest bid at $237,920.00. it is confirmed that Construction 95 LLC failed to submit the required Bid Bond (5% of bid amount) and Statement of Capabilities as required by ITB-26-6310-05B, their bid would be deemed non-responsive. Remanton Designs submitted the second lowest bid at $249,794.058. It is confirmed that Remanton Designs submitted both the required Bid Bond and the Statement of Capabilities, their bid is responsive and responsible. Assuming Construction 95 LLC is formally determined to be non-responsive due to the lack of required documentation (Bid Bond and Statement of Capabilities), staff would like to recommend the award to Remanton Designs, as they are the lowest bidder meeting all mandatory compliance requirements. The fiscal impact for this project is $201,000.00 which will be funded through grants and $85,000.00 is also available from CIP General fund for this project.

Commissioner Thomas asked for the estimated timeframe for completion for this project.

Mr. Nasir stated that it should not take more than 120 days for a deadline of June 30, 2026.

L. DISCUSSION REGARDING FY 2026 MAYOR AND COMMISSIONER INITIATIVES

This item was moved to the next City Commission Workshop.

M. DISCUSSION REGARDING AUTHORIZING THE APPROVAL OF MASTER CONTRACT JM023-25-2028, EFFECTIVE JANUARY 1, 2026, THROUGH DECEMBER 31, 2028, BETWEEN THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. AND THE CITY OF LAUDERDALE LAKES/LAUDERDALE LAKES ALZHEIMER'S CARE CENTER

Ericka Lockett, Parks and Human Services Director, stated that The City of Lauderdale Lakes submits annual applications for funding from the Areawide Council on Aging of Broward County (AAA) under the Older Americans Program and the Alzheimer's Disease Initiative (ADI). These applications, which include the Program and Contract Modules, are prepared by Parks and Human Services staff and submitted in accordance with the required funding cycles. Once completed, the applications are reviewed and accepted by AAA. The Master Agreement authorizes the City of Lauderdale Lakes to purchase Case Management services, Respite Care service hours, and specialized medical equipment for the Lauderdale Lakes Alzheimer's Care Center for the period of

January 1, 2026, through December 31, 2028. Continuation of this agreement is contingent upon annual appropriations by the Florida State Legislature. To ensure compliance with all funding requirements, staff submits the required programmatic and fiscal reports to the (AAA) on a monthly and semi-annual basis.

6. REPORTS

A. PETITIONS FROM THE PUBLIC

Bessie Dennis – Home Improvement program
Church of Atonement - Bounce House for event update

The petitions from the public were moved to the next City Commission Workshop.

7. ADJOURNMENT

Being that there was no other business to come before the City Commission, the workshop adjourned at 7:39 p.m.

_____
VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____
VENICE HOWARD, MMC, CITY CLERK

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Contract Requirement:

Title
NOVEMBER 25, 2025 CITY COMMISSION MEETING MINUTES
Summary
Staff Recommendation

Background:
Funding Source:

Fiscal Impact:
Sponsor Name/Department:
Meeting Date: 12/9/2025

ATTACHMENTS:

	Description	Type
🗋	November 25, 2025 City Commission Meeting Minutes	Minutes

City of Lauderdale Lakes

Office of the City Clerk
4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599
(954) 535-2705 - Fax (954) 535-0573

CITY COMMISSION MEETING MINUTES

City Commission Chambers
November 25, 2025
7:00 PM

1. CALL TO ORDER

Mayor Edwards Phillips called the November 25, 2025, City Commission Meeting to order at 7:00 p.m.

2. ROLL CALL

PRESENT
Mayor Veronica Edwards Phillips
Vice Mayor Tycie Causwell
Commissioner Easton Harrison
Commissioner Karlene Maxwell-Williams
Commissioner Sharon Thomas

ALSO PRESENT
Acting City Manager Venice Howard
City Attorney Sidney Calloway
Deputy City Clerk Pav Benasrie-Watson
City Staff

3. INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was provided by Rabbi Joseph Vitkus of Temple Akon Hakodesh.

The Pledge of Allegiance was recited.

4. PROCLAMATIONS/PRESENTATIONS

5. APPROVAL OF MINUTES FROM PREVIOUS MEETING

A. NOVEMBER 10, 2025 CITY COMMISSION WORKSHOP MINUTES

B. NOVEMBER 10, 2025 SPECIAL CITY COMMISSION MEETING MINUTES

Vice Mayor Causwell made a motion to approve the minutes from the November 10, 2025 City Commission Workshop and November 10, 2025 Special City Commission Meeting.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

6. PETITIONS FROM THE PUBLIC

Mr. Bordeaux spoke of his property in the City that has liens on it due to several code violations. He believes that some of the violations are unfair and would like someone to further look into it.

Former Vice Mayor Mark Spence expressed his concerns about the City Attorney's contract. He stated that the City Attorney should not be drafting his own contract and the City should have looked for other resources for assistance.

Former Commissioner Beverly Williams stated that a professional basketball player who grew up in the City wanted to have a turkey giveaway. He did not receive a timely response back from the City and the event was moved to the City of Ft. Lauderdale. She would like the City to provide timely responses going forward.

Mr. Hassan Abdin spoke of the liens and penalties against his property.

Ms. Vanessa Blackshire spoke of code enforcement, canal fountains and the overall safety and value of properties in the City.

7. CONSIDERATION OF ORDINANCES ON SECOND READING

8. CONSIDERATION OF ORDINANCES ON FIRST READING

9. CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA

A. RESOLUTION 2025-143 APPROVING AMENDMENT NO. 2 TO THE RECREATIONAL TRAILS PROGRAM (RTP) GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR IMPROVEMENTS TO OTIS GRAY PARK, EXTENDING THE GRANT TERM THROUGH JUNE 30, 2026

This resolution approves Amendment No. 2 to the Recreational Trails Program (RTP) Grant Agreement with the Florida Department of Environmental Protection (FDEP) for Improvements to Otis Gray Park – Extension through June 30, 2026.

B. RESOLUTION 2025-145 AUTHORIZING THE CITY COMMISSION TO AWARD A COOPERATIVE CONTRACT TO MUSCO SPORTS LIGHTING, LLC, IN ACCORDANCE WITH THE SOURCEWELL MASTER PROJECT: 199030, CONTRACT NO. 041123-MSL, FOR THE PURPOSES OF UPGRADING THE LIGHTING AT WILLIE WEBB PARK – BASKETBALL COURTS AS PART OF THE PARKS REHABILITATION AND RENOVATION PROJECT IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND AND SIX HUNDRED DOLLARS ($75,600.00) AND 5% CONTINGENCY IN THE AMOUNT OF THREE THOUSAND, SEVEN HUNDRED AND EIGHTY DOLLARS ($3,780.00) FOR A TOTAL AMOUNT OF SEVENTY NINE THOUSAND, THREE HUNDRED AND EIGHTY DOLLARS ($79,380.00)

This resolution authorizes the use of the Sourcewell cooperative contract No. 041123-MSL to Musco Sports Lighting, LLC to upgrade the lighting at Willie Webb Park – Basketball Courts as part of the city's continued efforts to rehabilitate and renovate the Willie Webb Park in an amount not to exceed $79,380.00.

C. RESOLUTION 2025-146 OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; IN ACCORDANCE WITH SECTION 82-356(a)(3) OF THE LAUDERDALE LAKES PROCUREMENT CODE AWARDING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT BETWEEN THE CITY OF LAUDERDALE LAKES AND MGT IMPACT SOLUTIONS, LLC IN AN AMOUNT NOT TO EXCEED TWENTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND NO/100 ($28,500.00) TO ASSIST IN THE SELECTION OF A NEW CITY MANAGER (SPONSORED BY MAYOR EDWARDS PHILLIPS)

This resolution is regarding the award of a contract to MGT Impact Solutions, LLC. In the amount $28,500.00 to provide to assistance in the recruitment of a City Manager, for the City of Lauderdale Lakes.

D. RESOLUTION 2025-144 AWARDING AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE, AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT AWARD IN ACCORDANCE WITH REQUEST FOR PROPOSAL RFP25-3410-08R, FOR CITYWIDE JANITORIAL SERVICES TO MARSDEN SOUTH LLC IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-NINE THOUSAND SIX HUNDRED SIXTY-TWO AND NO/100 DOLLARS (199,662.00) ANNUALLY; FURTHER AWARDING AND AUTHORIZING VENDOR TO PROVIDE "OPTIONAL SERVICES" FOR VARIOUS CITY EVENTS ON AN AS-NEEDED BASIS AT THE FIXED RATES PROVIDED

This resolution awards a contract to Marsden South LLC to provide Citywide Janitorial Services for a fixed amount not to exceed $199,662.00 and further approve the vendor to provide additional "Optional Services" at the rates provided.

E. RESOLUTION 2025-147 AUTHORIZING THE CITY'S CONTINUATION OF THAT CERTAIN COOPERATIVE (PIGGYBACK) CONTRACT ESTABLISHED BY THE CITY OF TAMARAC WITH WATERFIELD FLORIDA STAFFING, LLC D/B/A ACTION LABOR, FOR SCHOOL CROSSING GUARD SERVICES, AND TO PARTICIPATE IN THE EXTENSION OF SAID CONTRACT FROM SEPTEMBER 1, 2025 THROUGH DECEMBER 31, 2025, IN AN AMOUNT NOT TO EXCEED EIGHTY-NINE THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS AND 00/100 ($89,562.00)

This resolution is regarding the City of Lauderdale Lakes cooperative contract between the City of Tamarac and Waterfield Florida Staffing for School Crossing Guard services, extending services from September 1, 2025, to December 31, 2025.

City Attorney Calloway read Resolutions 2025-143, 2025-144, 2025-145, 2025-146 and 2025-147 by title:

RESOLUTION 2025-143

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; AUTHORIZING AND APPROVING AMENDMENT NO. 2 TO AGREEMENT NO. T2212 OF THE RECREATIONAL TRAILS PROGRAM ("RTP") GRANT AGREEMENT BETWEEN FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("FDEP") AND THE CITY OF LAUDERDALE LAKES FOR IMPROVEMENTS TO THE OTIS GRAY PARK TRAIL; EXTENDING THE GRANT TERM THROUGH JUNE 30, 2026, AND FURTHER AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE THE AMENDED AGREEMENT AND ALL NECESSARY DOCUMENTS; A DRAFT COPY OF AMENDMENT NO. 2 IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF WHICH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2025-144

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; IN ACCORDANCE WITH SECTION 82-356(A)(3) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AWARDING AND AUTHORIZING THE CITY MAYOR AND THE CITY CLERK TO EXECUTE, AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT AWARD IN ACCORDANCE WITH REQUEST FOR PROPOSAL RFP25-3410-08R, FOR CITYWIDE JANITORIAL SERVICES ("JANITORIAL CONTRACT") TO MARSDEN SOUTH LLC ("VENDOR") IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-NINE THOUSAND SIX HUNDRED SIXTY-TWO AND NO/100 DOLLARS (199,662.00) ANNUALLY; FURTHER AWARDING AND AUTHORIZING VENDOR TO PROVIDE "OPTIONAL SERVICES" FOR VARIOUS CITY EVENTS ON AS-NEEDED BASIS AT THE FIXED RATES IDENTIFIED HEREIN; A DRAFT COPY OF SAID JANITORIAL CONTRACT IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF THE SCOPE OF SERVICES IS ATTACHED HERETO AS **EXHIBIT B**; A COPY OF THE VENDOR'S KEY PERSONNEL/PROJECT MANAGEMENT TEAM AND COST SHEET ARE ATTACHED HERETO AS **COMPOSITE EXHIBIT C**; A COPY OF THE EVALUATION COMMITTEE SUMMARY IS ATTACHED HERETO AS **EXHIBIT D**; COPIES OF

EACH EXHIBIT ARE AVAILABLE FOR INSPECTION IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2025-145

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; IN ACCORDANCE WITH SECTION 82-358(D) OF THE LAUDERDALE LAKES PROCUREMENT CODE, APPROVING AND AUTHORIZING AWARD OF A COOPERATIVE CONTRACT TO MUSCO SPORTS LIGHTING, LLC, IN ACCORDANCE WITH SOURCEWELL CONTRACT NO. 041123-MSL, SPORTS LIGHTING SOLUTIONS WITH RELATED TECHNOLOGY, EQUIPMENT, AND SERVICES, FOR THE PURPOSES OF UPGRADING THE LIGHTING AT THE WILLIE WEBB PARK AS PART OF THE PARKS REHABILITATION AND RENOVATION PROJECT IN AN AMOUNT NOT TO EXCEED SEVENTY-FIVE THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($75,600.00) PLUS A FIVE PERCENT (5%) CONTINGENCY IN THE AMOUNT OF THREE THOUSAND SEVEN HUNDRED EIGHTY AND NO/100 DOLLARS ($3,780.00) FOR A TOTAL PROJECT BUDGET NOT TO EXCEED SEVENTY-NINE THOUSAND THREE HUNDRED EIGHTY AND NO/100 DOLLARS ($79,380.00); A COPY OF SAID CONTRACT IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF THE QUOTATION PRICE IS ATTACHED HERETO AS **EXHIBIT B**; COPIES OF WHICH ARE AVAILABLE FOR INSPECTION IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2025-146

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; IN ACCORDANCE WITH SECTION 82-356(a)(3) OF THE LAUDERDALE LAKES PROCUREMENT CODE AWARDING AND AUTHORIZING THE MAYOR AND DEPUTY CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT BETWEEN THE CITY OF LAUDERDALE LAKES AND MGT IMPACT SOLUTIONS, LLC IN AN AMOUNT NOT TO EXCEED TWENTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND NO/100 ($28,500.00), PROVIDING FOR EXECUTIVE SEARCH FIRM SERVICES PERTAINING TO CITY MANAGER RECRUITMENT IN RESPONSE TO RFP NO. 25-3110-22R, A DRAFT COPY OF SAID CONTRACT IS ATTACHED HERETO AS **EXHIBIT A**; COPIES OF THE EVALUATION DOCUMENTS ARE ATTACHED HERETO AS **EXHIBIT B**; COPIES OF EACH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2025-147

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, AUTHORIZING CITY'S CONTINUATION OF THAT CERTAIN COOPERATIVE (PIGGYBACK) CONTRACT ESTABLISHED BY THE CITY OF TAMARAC WITH WATERFIELD FLORIDA STAFFING, LLC D/B/A ACTION LABOR, FOR SCHOOL CROSSING GUARD SERVICES, AND TO PARTICIPATE IN THE EXTENSION OF SAID CONTRACT FROM SEPTEMBER 1, 2025 THROUGH DECEMBER 31, 2025, IN AN AMOUNT NOT TO EXCEED EIGHTY-NINE THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS AND 00/100 ($89,562.00); A COPY OF THE COOPERATIVE CONTRACT IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF THE CITY OF TAMARAC'S EXTENSION LETTER IS ATTACHED HERETO AS **EXHIBIT B**; COPIES OF WHICH ARE AVAILABLE FOR INSPECTION IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Thomas made a motion to approve Resolutions 2025-143, 2025-144, 2025-145, 2025-146 and 2025-147.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

10. CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

A. RESOLUTION 2025-148 APPOINTING A COMMISSIONER TO SERVE AS VICE-MAYOR OF THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES

This resolution serves to appoint a member of the City Commission as Vice- Mayor.

City Attorney Calloway read Resolution 2025-148 by title:

RESOLUTION 2025-148

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA APPOINTING A COMMISSIONER TO SERVE AS VICE-MAYOR OF THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Causwell made a motion to move Resolution 2025-148 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Vice Mayor Causwell made a motion to approve Resolution 2025-148 appointing Commissioner Sharon Thomas as Vice Mayor.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

B. RESOLUTION 2025-149 APPOINTING A CHAIRPERSON TO THE BOARD OF COMMISSIONERS OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY (CRA)

This resolution serves to appoint a Chairperson to the Lauderdale Lakes Community Redevelopment Agency (CRA).

City Attorney Calloway read Resolution 2025-149 by title:

RESOLUTION 2025-149

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, APPOINTING A CHAIR TO THE BOARD OF COMMISSIONERS OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Thomas made a motion to move Resolution 2025-149 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Commissioner Thomas made a motion to approve Resolution 2025-149 appointing Commissioner Easton Harrison as CRA Chair.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

C. RESOLUTION 2025-150 APPOINTING A VICE-CHAIRPERSON TO THE BOARD OF COMMISSIONERS OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY (CRA)

This resolution serves to appoint a Vice-Chairperson to the Lauderdale Lakes Community Redevelopment Agency (CRA).

City Attorney Calloway read Resolution 2025-150 by title:

RESOLUTION 2025-150

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, APPOINTING A VICE-CHAIR TO THE BOARD OF COMMISSIONERS OF THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Harrison made a motion to move Resolution 2025-150 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Commissioner Harrison made a motion to approve Resolution 2025-150 appointing Commissioner Sharon Thomas as CRA Vice Chair.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

D. RESOLUTION 2025-151 APPOINTING A DELEGATE TO THE NATIONAL LEAGUE OF CITIES' (NLC)

This resolution serves to appoint a Delegate to the National League of Cities (NLC).

City Attorney Calloway read Resolution 2025-151 by title:

RESOLUTION 2025-151

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, APPOINTING A DELEGATE TO THE NATIONAL LEAGUE OF CITIES FOR THE 2025-2026 YEAR; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Harrison made a motion to move Resolution 2025-151 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Commissioner Harrison made a motion to approve Resolution 2025-151 appointing Commissioner Karlene Maxwell-Williams as the National League of Cities Delegate.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

E. RESOLUTION 2025-152 APPOINTING AN ALTERNATE DELEGATE TO THE NATIONAL LEAGUE OF CITIES (NLC)

This resolution serves to appoint an Alternate Delegate to the National League of Cities' (NLC).

City Attorney Calloway read Resolution 2025-152 by title:

RESOLUTION 2025-152

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, APPOINTING AN ALTERNATE DELEGATE TO THE NATIONAL LEAGUE OF CITIES FOR THE 2025-2026 YEAR; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Causwell made a motion to move Resolution 2025-152 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Vice Mayor Causwell made a motion to approve Resolution 2025-152 appointing Mayor Veronica Edwards Phillips as the National League of Cities Alternate Delegate.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

F. RESOLUTION 2025-153 APPOINTING A DELEGATE TO THE FLORIDA LEAGUE OF CITIES (FLC)

This resolution serves to appoint a Delegate to the Florida League of Cities' (FLC).

City Attorney Calloway read Resolution 2025-153 by title:

RESOLUTION 2025-153

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, APPOINTING A DELEGATE TO FLORIDA LEAGUE OF CITIES FOR THE 2025-2026 YEAR; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Thomas made a motion to move Resolution 2025-153 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Commissioner Thomas made a motion to approve Resolution 2025-153 appointing Commissioner Easton Harrison as the Florida League of Cities Delegate.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

G. RESOLUTION 2025-154 APPOINTING AN ALTERNATE DELEGATE TO THE FLORIDA LEAGUE OF CITIES (FLC)

This resolution serves to appoint an Alternate Delegate to the Florida League of Cities (FLC).

City Attorney Calloway read Resolution 2025-154 by title:

RESOLUTION 2025-154

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, APPOINTING AN ALTERNATE DELEGATE TO THE FLORIDA LEAGUE OF CITIES FOR THE 2025-2026 YEAR; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Harrison made a motion to move Resolution 2025-154 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Vice Mayor Causwell made a motion to approve Resolution 2025-154 appointing Mayor Veronica Edwards Phillips as the Florida League of Cities Alternate Delegate.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

H. RESOLUTION 2025-155 APPOINTING A DELEGATE TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION (BMPO)

This resolution appoints a Delegate to the Broward Metropolitan Planning Organization.

City Attorney Calloway read Resolution 2025-155 by title:

RESOLUTION 2025-155

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, APPOINTING A DELEGATE TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Harrison made a motion to move Resolution 2025-155 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Commissioner Thomas made a motion to approve Resolution 2025-155 appointing Vice Mayor Tycie Causwell as the Broward MPO Delegate.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

I. RESOLUTION 2025-156 APPROVING THE PROGRAM MODIFICATIONS FOR THE ADDITION OF THREE CRITICAL POSITIONS

This resolution approves the addition of three critical positions as determined by staff to maintain effective service delivery. These positions are a Benefits Specialist, a Procurement Specialist and a Housing and Zoning Assistant. These positions will be funded by the General Fund. Staff also requests these additional positions that will be funded by Special Revenue Funds: a Building Official and a Senior Project Manager.

City Attorney Calloway read Resolution 2025-156 by title:

RESOLUTION 2025-156

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; AUTHORIZING AND APPROVING THE CREATION OF NEW POSITIONS IN VARIOUS DEPARTMENTS TO IMPROVE OPERATIONS AND ENHANCE CUSTOMER SERVICE; A DRAFT COPY OF THE FY 2026 PROGRAM MODIFICATION IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF WHICH IS AVAILABLE FOR INSPECTION IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE ACTING CITY MANAGER; PROVIDING AN EFFECTIVE DATE.

Commissioner Thomas made a motion to move Resolution 2025-156 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Sharon Haynes, Director of Financial Services, stated that the addition of three critical positions as determined by staff to maintain effective service delivery. These positions are a Benefits Specialist, a Procurement Specialist and a Housing and Zoning Assistant. These positions will be funded by the General Fund. Also being requested are two additional positions that will be funded by Special Revenue Fund which a Building Official and a Senior Project Manager.

Commissioner Harrison made a motion to approve Resolution 2025-156.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

J. RESOLUTION 2025-157 APPROVING THE BROWARD SHERIFF'S OFFICE CONTRACT FOR LAW ENFORCEMENT SERVICES

This resolution authorizes that certain law enforcement services agreement with Broward Sheriff's Office.

City Attorney Calloway read Resolution 2025-157 by title:

RESOLUTION 2025-157

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN LAW ENFORCEMENT SERVICES AGREEMENT, INCLUDING ALL EXHIBITS, BY AND BETWEEN THE CITY OF LAUDERDALE LAKES ("CITY") AND THE BROWARD SHERIFF OFFICE ("BSO") ("AGREEMENT"), ATTACHED HERETO AS **EXHIBIT "A"**, PROVIDING FOR A FIVE-YEAR TERM AND PAYMENT OF CONSIDERATION FOR FY 2025-2026, AS SET FORTH IN BSO'S CONSIDERATION LETTER ATTACHED HERETO AS **EXHIBIT B;** PROVIDING FOR FURTHER TERMS AND

CONDITIONS, INCLUDING ANNUAL CONSIDERATION ADJUSTMENTS AS DESCRIBED IN THE AGREEMENT; COPIES OF SAID EXHIBITS MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Thomas made a motion to move Resolution 2025-157 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Ms. Haynes stated that the Broward Sheriff's Office has contractually provided law enforcement services to the City of Lauderdale Lakes. This resolution is for a new five-year contract from September 2025 to September 2030 with an option for an additional five-year term renewal. The fiscal impact is in the amount of $11,478,467.

Commissioner Thomas made a motion to approve Resolution 2025-157.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

K. RESOLUTION 2025-158 APPROVING THE BROWARD SHERIFF'S OFFICE CONTRACT FOR EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES

This resolution authorizes that certain emergency medical, fire protection and fire prevention services agreement with Broward Sheriff's Office.

City Attorney Calloway read Resolution 2025-158 by title:

RESOLUTION 2025-158

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES AGREEMENT, INCLUDING ALL EXHIBITS, BY AND BETWEEN THE CITY OF LAUDERDALE LAKES (“CITY”) AND THE BROWARD SHERIFF OFFICE (“BSO”) (“AGREEMENT”), ATTACHED HERETO AS **EXHIBIT “A”**, PROVIDING FOR A FIVE-YEAR TERM AND PAYMENT OF CONSIDERATION FOR FY 2025-2026, AS SET FORTH IN BSO’S CONSIDERATION LETTER ATTACHED HERETO AS **EXHIBIT B**; PROVIDING FOR FURTHER TERMS AND CONDITIONS, INCLUDING ANNUAL CONSIDERATION ADJUSTMENTS AS DESCRIBED IN THE AGREEMENT; COPIES OF SAID EXHIBITS MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Thomas made a motion to move Resolution 2025-158 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Ms. Haynes stated that the City of Lauderdale Lakes contracts with Broward Sheriff's Office for the provision of emergency, fire protection and fire prevention services. This existing contract between expired on September 30, 2025. This resolution is for a new five year contract with options for an additional five year term upon the expiration of the current contract. The fiscal impact is $12,385,297.

Commissioner Thomas made a motion to approve Resolution 2025-158.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

L. RESOLUTION 2025-159 REQUESTING THE USE OF THE MULTIPURPOSE FACILITY FOR WOMEN OF VETERAN AFFAIRS (WOVA) CHRISTMAS TOY GIVEAWAY AS A COMMISSIONER INITIATIVE, ON DECEMBER 20, 2025 (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

This resolution requests the use of the Multipurpose facility for the Women of Veterans Affairs (WOVA) Christmas Toy Giveaway as a Commissioner Initiative, on December 20, 2025.

City Attorney Calloway read Resolution 2025-159 by title:

RESOLUTION 2025-159

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, APPROVING THE USE OF THE CITY'S MULTIPURPOSE CENTER TO ACCOMMODATE THE WOMEN OF VETERANS AFFAIRS ("WOVA") CHRISTMAS TOY GIVEAWAY ON DECEMBER 20, 2025, AS A COMMISSIONER INITIATIVE, SPONSORED BY COMMISSIONER KARLENE MAXWELL-WILLIAMS; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Thomas made a motion to move Resolution 2025-159 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Commissioner Maxwell-Williams stated that there is going to be no advertising or flyers needed as it is an invitation only event. The only request being made is to use the City's Multipurpose Building. She stated that no funds will be used from her initiative.

Commissioner Thomas made a motion to approve Resolution 2025-159.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

M. RESOLUTION 2025-160 REGARDING HOMEBUYER AND SELLER WITH THE KEYES COMPANY (SPONSORED BY COMMISSIONER HARRISON)

This is a resolution regarding Homebuyer and Seller Seminar with the Keyes Company.

City Attorney Calloway read Resolution 2025-160 by title:

RESOLUTION 2025-160

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; APPROVING THE ADDITION OF THE HOMEBUYER AND SELLER SEMINAR TO THE CITY'S SPECIAL EVENT CALENDAR FOR FISCAL YEAR 2025-2026 AS AN OFFICIAL INITIATIVE BY COMMISSIONER EASTON HARRISON; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK;

PROVIDING AN EFFECTIVE DATE.

Commissioner Thomas made a motion to move Resolution 2025-160 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Ms. Kemula Wright of the Keyes Company stated that the vendor fee will cover event materials, advertising for the event, refreshments and attendee engagement activities.

Vice Mayor Causwell stated that since this is a commissioner initiative, vendor fees should not be charged.

Commissioner Harrison stated that the vendor fees can be removed.

Vice Mayor Causwell asked what was the proposed day for the event.

Commissioner Harrison stated that the proposed date for the event in January 24, 2026.

Commissioner Harrison made a motion to approve Resolution 2025-160.

FOR: Mayor Edwards Phillips, Commissioner Harrison, Commissioner Maxwell-Williams, Commissioner Thomas
AGAINST: Vice Mayor Causwell

Motion passed: 4-1

11. CORRESPONDENCE

12. REPORT OF THE MAYOR

Mayor Edwards Phillips thanked everyone for attending the meeting and congratulated her colleagues on their leadership appointments. She wished everyone a Happy Thanksgiving.

13. REPORT OF THE VICE MAYOR

Vice Mayor Causwell thanked everyone who attended the Broward Pioneer Day event and wished everyone a Happy Thanksgiving.

14. REMARKS OF THE COMMISSIONERS

Commissioner Harrison thanked his colleagues and staff and wished everyone a Happy Thanksgiving.

Commissioner Maxwell-Williams wished everyone a Happy Thanksgiving.

Commissioner Thomas thanked everyone for attending and her colleagues for appointing her as Vice Mayor. She wished everyone a Happy Thanksgiving.

15. REPORT OF THE CITY MANAGER

Acting City Manager Howard spoke of the upcoming events in the City.

16. REPORT OF THE CITY ATTORNEY

City Attorney Calloway provided an update on the status of a non-homestead property in the City where a final judgement was entered after a bench trial. The owner failed to pay several municipal code enforcement liens.

17. ADJOURNMENT

Being that there was no other business to come before the City Commission, the meeting adjourned at 8:30 p.m.

_____
VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____
VENICE HOWARD, MMC, CITY CLERK

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Contract Requirement:

Title

ORDINANCE 2025-012 APPROVING ADOPTION OF THE LAUDERDALE LAKES COMPREHENSIVE PLAN 2050; PROVIDING FOR THE ADOPTION OF THE 2025 EVALUATION AND APPRAISAL (EAR) REPORT FOR THE COMPREHENSIVE PLAN; PROVIDING FOR THE EAR-BASED PROPOSED AMENDMENTS TO ALL APPLICABLE ELEMENTS; AND PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMERCE AND OTHER APPLICABLE REVIEWING AGENCIES AS REQUIRED UNDER PART II OF CHAPTER 163, FLORIDA STATUTES

Summary

This is an ordinance approving the transmittal of the City's 2025 Evaluation and Appraisal (E.A.R.) report to the Department of Commerce and applicable state review agencies to comply with statutory requirements.

Staff Recommendation

Background:

Every seven years, the City is required by State statute to review its Comprehensive Plan and submit an Evaluation and Appraisal Review (EAR) based amendments for approval to the Florida Department of Commerce (Commerce). In accordance with Section 163.3191(1)-(5), Florida Statutes (F.S.) the City must determine if amendments to its Comprehensive Plan are necessary to reflect changes in state requirements and notify the state planning agency of its determination.

In 2024, the City transmitted EAR-based amendments of the Future Land Use and Recreation and Open Space elements of the Comprehensive Plan via Commerce reference number 24-01ER and 02-TA-24. On August 07, 2024, the Department of Commerce provided the City correspondence of its review of the proposed comp plan amendment and attached a Objections, Recommendations, and Comments (ORC) report outlining deficiencies concerning the amendment.

On January 28, 2025 the Mayor and City Commission approved authorization of a task order to Kimley-Horn and Associates, Inc, to provide the necessary modifications to the City's Comprehensive Plan to address statutory requirements and deficiencies outlined by the State and County (Resolution # 2025-014).

On August 12, 2025, the transmittal letter was initially submitted electronically for the proposed City of Lauderdale Lakes Evaluation and Appraisal Review (EAR), along with the proposed comprehensive plan amendments (Amendment No. 25-01ER) to constitute the necessary amendments to the City Comprehensive Plan to fulfill the statutory requirements of the Evaluation and Appraisal Review (EAR) process, as established in Section 163.3191, Florida Statutes.

The transmittal letter and comprehensive plan amendments were received by the Florida Department of Commerce on August 13, 2025. After completing the review of Amendment No. 25-01ER, Florida Commerce has identified a conflict with the application of Chapter 2025-190, Section 28, Laws of Florida (L.O.F.). In a letter, dated October 13,2025, the proposed comprehensive plan amendment submitted was deemed more restrictive or burdensome, making it null and void.

The Data, Inventory, and Analysis and the Comprehensive Plan Goals, Objectives, and Policies are revised pursuant to Section 28 of Chapter 2025-190, L.O.F., and the Florida Commerce letter dated October 13, 2025. These revisions are made to provisions that are or could be potentially deemed more restrictive or

burdensome. This collaboration seeks to complete all necessary Comprehensive Plan amendments by Q1 2026.

Funding Source:
N/A

Fiscal Impact:
N/A

Sponsor Name/Department: Tanja McCoy, AICP, CGC, CFM

Meeting Date: 12/9/2025

ATTACHMENTS:

	Description	Type
🗋	Ordinance 2025-012 - City Comprehensive Plan	Ordinance
🗋	Staff Report	Cover Memo
🗋	Exhibit A -Letter	Exhibit
🗋	Exhibit B Comp Plan EAR Update	Exhibit

ORDINANCE 2025-012

AN ORDINANCE OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; ADOPTING CITY OF LAUDERDALE LAKES PROPOSED EAR-BASED AMENDMENTS TO THE CITY COMPREHENSIVE PLAN, 25-02ER, AS REVISED IN ACCORDANCE WITH CORRESPONDENCE FROM THE FLORIDA DEPARTMENT OF COMMERCE ("FLORIDACOMMERCE"), DATED OCTOBER 13, 2025, A COPY OF WHICH IS ATTACHED HERETO AS **EXHIBIT A**; FURTHER PROVIDING FOR EAR-BASED PROPOSED AMENDMENTS TO THE FUTURE LAND USE ELEMENT, CONSERVATION ELEMENT, AND CAPITAL IMPROVEMENTS ELEMENT; PROVIDING FOR IMPLEMENTATION, A COPY OF WHICH IS ATTACHED HERETO AS **EXHIBIT B**; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature recognizes that local planning is intended to be a continuous and ongoing process, and pursuant to Section 163.3191, Florida Statutes, requires local governments to review their comprehensive plans at least once every seven (7) years to determine whether amendments are necessary to address changes in state law since the last update, and to notify the state land planning agency of their findings;

WHEREAS, the City of Lauderdale Lakes ("City") is required to periodically update its Comprehensive Plan in accordance with Chapter 163, Florida Statutes, including the submission of an Evaluation and Appraisal Report ("EAR");

WHEREAS, the City proposed Evaluation and Appraisal Review ("EAR") amendments in May 2024, and received objections and comments from the Florida Department of Commerce ("FloridaCommerce"). After an iterative process and further development in response to FloridaCommerce, the City's EAR-based amendments were approved on first reading by the City of Lauderdale Lakes City Commission on June 10, 2025 in Ordinance 2025-009.

WHEREAS, on August 12, 2025, a transmittal letter was submitted electronically to FloridaCommerce enclosing the City's proposed EAR-based amendments, along with the

proposed Comprehensive Plan amendments, Amendment No. 25-01ER, to constitute the necessary amendments to the City Comprehensive Plan to fulfill the statutory requirements of the EAR-based amendments process, pursuant to Section 163.3191, Florida Statutes;

WHEREAS, the City's transmittal letter and proposed Comprehensive Plan amendments were received by FloridaCommerce on August 13, 2025;

WHEREAS, after completing the review of Amendment No. 25-01ER, FloridaCommerce, by correspondence dated October 13, 2025, determined that certain elements of the City's proposed Comprehensive Plan amendments were deemed to be "more restrictive or burdensome" and in conflict with the provisions of Chapter 2025-190, Section 28, Laws of Florida, and as such, the proposed amendments were null and void. The correspondence from FloridaCommerce is attached hereto as **Exhibit A**;

WHEREAS, City Staff has revised the City's EAR-based amendments to address the comments of FloridaCommerce;

WHEREAS, City Staff recommends the City Commission adopt the EAR-based amendments, as revised, a copy of which is attached hereto as **Exhibit B**.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES as follows:

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

SECTION 2. AUTHORITY: This Ordinance is hereby enacted pursuant to Chapter 4, Section 403 of the City of Lauderdale Lakes Land Development Regulations and is further required for compliance with Section 163.3191, Florida Statutes, and other applicable provisions of law.

SECTION 3. TRANSMITTAL OF PROPOSED AMENDMENTS: Following the first public hearing on this Ordinance concerning the proposed plan Amendments, City Staff are hereby directed to transmit the complete proposed Amendments to the Florida Department of Commerce in accordance with Section 163.3184, Florida Statutes and other applicable law, for the state coordinated review of the proposed Amendments.

SECTION 4. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

SECTION 5. SEVERABILITY: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. EFFECTIVE DATE: This Ordinance shall become effective immediately upon passage on second reading.

PASSED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON FIRST READING AT ITS REGULAR COMMISSION MEETING ON THE 9TH DAY OF DECEMBER 2025.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON SECOND READING AT ITS REGULAR COMMISSION MEETING ON THE ____ DAY OF _____ 2025.

_____
VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____, CMC, Deputy City Clerk, for
VENICE HOWARD, MPA, MMC, FCRM, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
SIDNEY C. CALLOWAY, CITY ATTORNEY

Sponsored by: Tanja McCoy, Director, Development Services

VOTE:

Mayor Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Sharon Thomas	____ (For) ____ (Against) ____ (Other)
Commissioner Tycie Causwell	____ (For) ____ (Against) ____ (Other)
Commissioner Easton Harrison	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)

Staff Report to the

Planning and Zoning Board

December 09, 2025

App No.
04-TA-25

RE: 2050 Comprehensive Plan Amendment

I. PROJECT DESCRIPTION

Project Name: 2050 Comprehensive Plan Amendment	**Project Request: 04-TA-25** An Ordinance of the City of Lauderdale Lakes, Broward County; approving adoption of the Lauderdale Lakes Comprehensive Plan 2050; providing for the adoption of the 2024 Evaluation and Appraisal (EAR) Report for the Comprehensive Plan; providing for the EAR-based proposed amendments to all applicable elements; and providing for transmittal to the Department of Commerce and other applicable reviewing agencies as required under Part II of Chapter 163, Florida Statutes.	Staff Recommendation: Staff recommends that the P&Z Board approve the application and recommend transmittal to the City Commission with a favorable recommendation.
Project Location: Citywide		
Project Petitioner: Tanja McCoy, Director AICP, CGC, CFM	Project Planner:	Related Applications: 02-TA-24

II. SUMMARY

REQUEST:

This is a City initiated request for approval and transmittal of the proposed ordinance to the City's Comprehensive Plan and Future Land Use Map Series for review under the state coordinated review (ER) process. The amendments are subject to the requirements of Chapter 163.3184(3)(B)(1), Florida Statutes and is associated with proposed amendments previously approved by Ordinance 2021-009, Ordinance 2021-010, Ordinance 2024-002 and Ordinance 2025-009 unanimously.

If approved by the Planning and Zoning Board and City Commission, the amendments will be transmitted for review and comment to the Department of Commerce, the Broward County Planning Council, and all other required reviewing agencies in accordance with Section 163.3177(6)(I), Florida Statutes. The State of Florida is anticipated to issue comments within 30 days of receipt of the proposed amendments. Upon issuance of no objections, the City will receive correspondence from the State to proceed with adopting the proposed amendments as written within 180 days.

BACKGROUND:

Every seven years, the City is required by State statute to review its Comprehensive Plan and submit an Evaluation and Appraisal Review (EAR) based amendments for approval to the Florida Department of Commerce (Commerce). In accordance with Section 163.3191(1)-(5), Florida Statutes (F.S.) the City must determine if amendments to its Comprehensive Plan are necessary to reflect changes in state requirements and notify the state planning agency of its determination.

In 2024 City transmitted EAR-based amendments of the Future Land Use and Recreation and Open Space elements of the Comprehensive Plan via Commerce reference number 24-01ER and 02-TA-24. On August 07, 2024, the Department of Commerce provided the City correspondence of its review of the proposed comp plan amendment and attached a Objections, Recommendations, and Comments (ORC) report outlining deficiencies concerning the amendment.

On January 28, 2025 the Mayor and City Commission approved authorization of a task order to Kimley-Horn and Associates, Inc, to provide the necessary modifications to the City's Comprehensive Plan to address statutory requirements and deficiencies outlined by the State and County. This collaboration seeks to complete all necessary Comprehensive Plan amendments by Q4 2025.

On August 12, 2025, the transmittal letter was initially submitted electronically for the proposed City of Lauderdale Lakes Evaluation and Appraisal Review (EAR), along with the proposed comprehensive plan amendments (Amendment No. 25-01ER) to constitute the necessary amendments to the City Comprehensive Plan to fulfill the statutory requirements of the Evaluation and Appraisal Review (EAR) process, as established in Section 163.3191, Florida Statutes.

The transmittal letter and comprehensive plan amendments were received by the Florida Department of Commerce on August 13, 2025. After completing the review of Amendment No. 25-01ER, FloridaCommerce has identified a conflict with the application of Chapter 2025-190, Section 28, Laws of Florida (L.O.F.). In a letter, dated October 13,2025, the proposed comprehensive plan amendment submitted was deemed more restrictive or burdensome, making it null and void.

The Data, Inventory, and Analysis and the Comprehensive Plan Goals, Objectives, and Policies are revised pursuant to Section 28 of Chapter 2025-190, L.O.F., and the FloridaCommerce letter dated October 13, 2025. These revisions are made to provisions that are or could be potentially deemed more restrictive or burdensome. This collaboration seeks to complete all necessary Comprehensive Plan amendments by Q1 2026.

PUBLIC OUTREACH:

Extensive public outreach and communication efforts were conducted throughout the EAR process and plan amendment project between December 2018 and July 2021. These outreach efforts included a public outreach meeting on January 23, 2019, distribution of an online and paper-based survey, and distribution of the survey at the 2019 Spring Festival as well as duly notified public hearings.

III. ANALYSIS

COMPREHENSIVE PLAN AMENDMENT PROCESS:

The amendment process for comprehensive plans is initiated when a local government transmits a proposed or adopted comprehensive amendment to the appropriate state and regional agencies, including DEP, Department of Commerce (Commerce), Department of State, Department of Transportation, regional planning councils and water management districts. Other agencies that may be included in the review process are the Department of Education (if the amendment affects schools), Florida Department of Agriculture and Consumer Services and Florida Fish and Wildlife Conservation Commission (for county amendments); county governments (for municipal amendments); and the commanding officer of any affected military installation.

Amendments can be in the form of: 1) map amendments that propose changes to a local government's future land use map; 2) text amendments that propose changes to the goals, objectives and polices of the adopted comprehensive plan; and 3) amendments that are based on the evaluation and update of a local government's comprehensive plan. The latter may be a combination of both map and text amendments.

CONFORMANCE WITH THE LAND DEVELOPMENT REGULATIONS (LDRs):

Pursuant to Chapter 4 section 403 of the LDRs, the Comprehensive Plan may be amended in accordance with the section and applicable state statutes. The Future Land Use Element of the City's Comprehensive Plan is the effective land use for the City of Lauderdale Lakes.

PROPOSED UPDATES:

The 2050 Comprehensive Plan update provides EAR based amendments to the nine (9) existing elements of the comprehensive plan, adds a new property rights element and updates the City's Future Land Use map series as outlined below (Table 1):

TABLE 1: SUMMARY OF AMENDMENTS

#	**Elements**
1	Future Land Use
2	Transportation
3	Housing
4	Infrastructure & Capital Improvements
5	Conservation
6	Recreation and Open Space

7	Intergovernmental Coordination
8	Public Schools
9	Economic Development
10	Property Rights (new)
#	**Map Series**
1	Future Land Use Map
2	Existing Land Use Map
3	Floodplains
4	Wetlands and Conservation Lands
5	Broward County Public Schools
6	Community Bus Routes and Stops
7	Transportation Facilities 2025 LOS
8	Transportation Facilities 2035 LOS
9	Transportation Facilities 2045 LOS
10	Public and Private Parks and Recreational Facilities
11	Public Park Facilities
12	Functional Classification
13	Community Redevelopment Area
14	Soils Survey
15	Wellhead Protection Zones

IV. STAFF RECOMMENDATION

Based upon the assessment and findings contained within this report, Staff is recommending for the Planning and Zoning Board to approve the application as it complies with the provisions set forth in the City's Comprehensive Plan and Land Development Regulations.

V. ATTACHMENTS

A. FloridaCommerce-(ORC) Report_July 2024
B. FloridaCommerce-(ORC) Report_October 2025
C. EAR Transmittal Letter Draft_ December 2025

VI. EXHIBITS

A. Goals, Objectives and Policies (GOPs) Draft
B. Data Inventory Analysis (DIA) Draft

December 10, 2025
James D. Stansbury, Chief
Florida Department of Commerce
Bureau of Community Planning and Growth
107 East Madison, MSC 160
Tallahassee, FL 32399

Transmittal of the City of Lauderdale Lakes proposed EAR-based amendments to the City Comprehensive Plan (25-02ER) - response to FloridaCommerce letter, dated October 13, 2025

Dear Mr. Stansbury,

On August 12, 2025, the transmittal letter was initially submitted electronically for the proposed City of Lauderdale Lakes Evaluation and Appraisal Review (EAR), along with the proposed comprehensive plan amendments (Amendment No. 25-01ER) to constitute the necessary amendments to the City Comprehensive Plan to fulfill the statutory requirements of the Evaluation and Appraisal Review (EAR) process, as established in Section 163.3191, Florida Statutes.

The transmittal letter and comprehensive plan amendments were received by the Florida Department of Commerce on August 13, 2025. After completing the review of Amendment No. 25-01ER, FloridaCommerce has identified a conflict with the application of Chapter 2025-190, Section 28, Laws of Florida (L.O.F.). In a letter, dated October 13,2025, the proposed comprehensive plan amendment submitted was deemed more restrictive or burdensome, making it null and void.

The Data, Inventory, and Analysis and the Comprehensive Plan Goals, Objectives, and Policies are revised pursuant to Section 28 of Chapter 2025-190, L.O.F., and the FloridaCommerce letter dated October 13, 2025. These revisions are made to provisions that are or could be potentially deemed more restrictive or burdensome. The specific list of policies that are changed in response to the null and void notification are listed below:

Future Land Use Element

- Policy 1.1.1.3:a.7.iii & iv
- Policy 1.1.1.7
- Policy 1.3.1.3
- Policy 1.4.2.10
- Policy 1.4.2.11

Housing Element

- Policy 3.1.1.6

Transportation Element

- Policy 2.1.3.1

Infrastructure Element

- Policy 4.4.1.4

Conservation Element

- Policy 5.1.2.3
- Policy 5.1.2.4
- Policy 5.1.2.5
- Policy 5.1.2.6
- Policy 5.1.3.1

Capital Improvements Element

- Policy 10.1.2.2

It is important to note that in addition to the changes noted above, the currently adopted BrowardNext Broward County Land Use Plan (BCLUP) was a comprehensive update adopted in April 2017. With the adoption of the BrowardNext BCLUP, among many things, the Commerce category was created, which is an umbrella category for Commercial, Industrial, Employment Center and Office Park (as retained by most local governments) and the permitted uses were updated as well. In April 2018, the Commerce permitted uses were updated again. Additional requirements for environmentally sensitive lands, compliance with the County Trafficways Plan, among others, were provided for at that time with the State of Florida. Changes to the Commerce land use are significantly less restrictive than what was previously required by the County, based on a significant stakeholder outreach process that occurred during the time of the BrowardNext BCLUP update.

The following statements are included to ensure consistency with the statutory requirements of the State Coordinated Review Process.

The City previously proposed EAR-based amendments in May 2024 as part of the City of Lauderdale Lakes 24-01ER. The City received objections and comments back from FloridaCommerce and reviewing agencies in the related Objections, Recommendations, and Comments (ORC) Report. The City requested an extension in responding until the end of 2025. However, 24-01ER was officially withdrawn in order to transmit the 25-01ER amendment (see further information below).

On April 29, 2025, an Evaluation and Appraisal Review Notification Letter was first sent to FloridaCommerce notifying that an EAR-based review of the comprehensive plan was conducted and the City determined that amendments were necessary to reflect changes in statutory requirements and local conditions.

The City of Lauderdale Lakes Planning and Zoning Staff reviewed and recommended approval of the EAR-based comprehensive plan amendments to the Planning and Zoning Board at a legally noticed public hearing held on May 22, 2025.

On June 10, 2025, the City Commission held their first reading of the proposed amendments and voted to approve Ordinance 2025-009 of the City of Lauderdale Lakes, Broward County, Florida, and authorized transmittal of the proposed amendments to FloridaCommerce and required reviewing agencies.

On June 12, 2025, the City met with the Florida Department of Commerce to discuss whether to withdraw 24-01ER or simply respond to comments. Based on that conversation, it was decided the City should withdraw and transmit the amendment separately to address the requirements of both the First and Second Round requests. The City opted to withdraw the City of Lauderdale Lakes 24-01ER through an electronically transmitted request after further coordination with the Florida Department of Commerce. That request was sent electronically on July 17, 2025.

A copy of the documents were uploaded through the Florida Department of Commerce online portal. In addition, each reviewing agency identified in Section 163.3184, Florida Statutes, has been notified of this submission via email. Electronic copies of the revised submittal were emailed to those agencies as well.

Your continued assistance and cooperation is appreciated. Please contact Tanja McCoy, Development Services Director at 954-535-2482 or via email at tanjam@lauderdalelakes.org if you have any questions, comments, concerns, or require additional information.

Thank you,

Tanja McCoy, AICP, CGC, CFM
Director, Development Services
City of Lauderdale Lakes
4300 NW 36th Street, Lauderdale Lakes, FL 33319
954-535-2482

Enclosed: City of Lauderdale Lakes Proposed EAR-Based Comprehensive Plan Amendments;

City of Lauderdale Lakes Proposed EAR-Based Comprehensive Plan Amendment Supporting Data and Analysis;

City of Lauderdale Lakes EAR Matrix.

cc. External Agency Contacts:

- Broward County, Dawn Teetsel, Director of Planning: DTEETSEL@broward.org;
- Department of Education: Office of Educational Facilities, CompPlans@fldoe.org;
- Department of Environmental Protection: Office of Intergovernmental Programs, Plan.Review@dep.state.fl.us;
- Department of State: Alissa S. Lotane, State Historic Preservation Officer, CompliancePermits@dos.fl.gov;
- Department of Transportation: District 4, Cesar Martinez, P.E., District Planning and Environmental Administrator, d4-planningreviews@dot.state.fl.us;
- South Florida Regional Planning Council: Isabel Cosio Carballo, Executive Director, sfadmin@sfrpc.com;
- South Florida Water Management District: Mark Elsner, Water Supply Bureau Chief, Water Supply Implementation Unit, Meslner@sfwmd.gov.

October 13, 2025

The Honorable Veronica Edwards Phillips
Mayor, City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Florida 33319

Dear Mayor Phillips,

FloridaCommerce has completed its review of the proposed comprehensive plan amendment for the City of Lauderdale Lakes (Amendment No. 25-01ER), which was received on August 13, 2025. FloridaCommerce received the proposed amendment in accordance with the state coordinated review process set forth in sections 163.3184(2) and (4), Florida Statutes (F.S.).

FloridaCommerce has identified a conflict with the application of Chapter 2025-190, Section 28, Laws of Florida (L.O.F.), and the proposed comprehensive plan amendment. These conflicts render the proposed comprehensive plan amendment null and void ab initio pursuant to Chapter 2025-190, Section 28, L.O.F.
Chapter 2025-190 provides:

> Section 28. (1) Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR-4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; propose or adopt more restrictive or burdensome amendments to its comprehensive plan or land redevelopment regulations; or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, before October 1, 2027, an any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void ab initio. This subsection applies retroactively to August 1, 2024.

For the reasons outlined herein, the City of Lauderdale Lakes' proposed amendment is more restrictive or burdensome, making it null and void ab initio, pursuant to Section 28 of Chapter 2025-190, L.O.F.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact me by telephone at (850) 717-8512 or by email at James.Stansbury@Commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/jc

cc: Tanja McCoy, AICP, CGC, CFM, Director of Development Services, City of Lauderdale Lakes
Isabel Cosio Carballo MPA, Executive Director, South Florida Regional Planning Council

Chapter 2025-190, Section 28, Laws of Florida (L.O.F.), to provide:

> Section 28. (1) Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR-4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; propose or adopt more restrictive or burdensome amendments to its comprehensive plan or land redevelopment regulations; or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, before October 1, 2027, an any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void ab initio. This subsection applies retroactively to August 1, 2024.

The City of Lauderdale Lakes' proposed Amendment 25-01ER proposes changes related to the following policies in the Comprehensive Plan that are more restrictive or burdensome and other policies that are potentially more restrictive or burdensome than the City's currently adopted Comprehensive Plan. The following identified objectives and policies are more restrictive or burdensome: Future Land Use Element Policy 1.1.1.3:a.7.iii & iv., Policy 1.1.1.7, Policy 1.3.1.3, Policy 1.4.2.10; Transportation Element Policy 2.1.3.1; Infrastructure Element Policy 4.4.1.4; Conservation Element Policy 5.1.2.3, Policy 5.1.2.4, Policy 5.1.2.5, Policy 5.1.2.6, and Policy 5.1.3.1. The following policies and objective are potentially more restrictive or burdensome: Future Land Use Element Policy 1.4.2.11; Housing Element Policy 3.1.1.6; Capital Improvements Element Policy 10.1.2.2.

July 26, 2024

The Honorable Veronica Edwards Phillips
Mayor, City of Lauderdale Lakes
4300 Northwest 36th Street
Lauderdale Lakes, Florida 33319

Dear Mayor Phillips:

The Florida Department of Commerce (FloridaCommerce) has completed its review of the proposed comprehensive plan amendment for the City of Lauderdale Lakes 24-01ER (Amendment No. 24-01ER), which was received on May 29, 2024. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S.

The attached Objections, Recommendations, and Comments Report outlines our findings concerning the amendment. We have identified an objection and have included recommendations regarding measures that can be taken to address the objection.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for final adoption and transmittal of the comprehensive plan amendment.

The second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of FloridaCommerce's attached report, or the amendment will be deemed withdrawn unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(4)(e)1., F.S. **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to Section 163.3184(4)(e)2., F.S.**

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FloridaCommerce staff is available to assist the City to address the objection. If you have any questions related to this review, please contact Christina Nazaire, Planning Analyst, by telephone at (850)-717-8532 or by email at christina.nazaire@commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/cn

Enclosures: Objections, Recommendations, and Comments Report
Procedures for Adoption
Reviewing Agency Comments

cc: Treasa Brown Stubbs, City Manager, City of Lauderdale Lakes
Isabel Cosio Carballo, Executive Director, South Florida Regional Planning Council

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Objections, Recommendations and Comments Report
Proposed Comprehensive Plan Amendment
Lauderdale Lakes 24-01ER

The Florida Department of Commerce has identified an objection regarding Lauderdale Lake's proposed comprehensive plan amendment. The objection is provided below, along with recommended actions the City could take to resolve issues of concern. If the City adopts the plan amendment without adequately addressing the objection, FloridaCommerce may find the amendment not in compliance with Chapter 163, Part II, Florida Statutes (F.S.), pursuant to section 163.3184(4)(e)4., F.S.

FloridaCommerce staff has discussed the basis of the report with local government staff and is available to assist the City to address the objection.

I. Objection: Comprehensive Plan Update

The proposed amendment does not update the City's Comprehensive Plan to comply with statutory requirements relating to the City's planning period, does not establish coordination of and consistency between the elements, and is not based on relevant and appropriate data and analysis.

Chapter 2023-31, Laws of Florida, modified section 163.3177(5)(a), F.S., to require local governments to increase the two required planning periods in their comprehensive plans from 5-year and 10-year planning periods to 10-year and 20-year planning periods. While the City's Plan should contain a long-term planning period covering a period from now until 2044, the current adopted Plan includes a long-term planning period that only extends through 2017, which is seven (7) years past due. Furthermore, the proposed 2040 planning horizon does not meet the requirements of Chapter 2023-21, Laws of Florida.

The proposed Amendment 24-01ER does not update the City's Comprehensive Plan elements to address the required planning periods based upon relevant and appropriate data and analysis, consistent with the requirements of section 163.3177(1)(f), F.S., that all mandatory and optional elements of the comprehensive plan and plan amendments shall be based upon relevant and appropriate data and an analysis by the local government. Coordination of the elements of the local comprehensive plan shall be a major objective of the planning process, and the elements shall be consistent. Where data is relevant to several elements, consistent data shall be used, including population estimates and projections unless alternative data can be justified for a plan amendment through new supporting data and analysis. Updates to the required elements and optional elements of the comprehensive plan must be processed in the same plan amendment cycle.

Additionally, the proposed Amendment 24-01ER also does not update the Comprehensive Plan planning periods based upon relevant and appropriate data and analysis of permanent and seasonal population estimates and projections consistent with the requirements of sections

163.3177(1)(f)3., and 163.3177(2), F.S. The proposed Amendment 24-01ER does not update the Comprehensive Plan elements to be coordinated and consistent based upon updated population estimates and projections consistent with the requirements of sections 163.3177(1)(f)3., and 163.3177(2), F.S., and also does not update the Comprehensive Plan elements to be coordinated and consistent based upon updated population estimates and projections consistent with the requirements of sections 163.3177(1)(f)3., and 163.3177(2), F.S.

The proposed Amendment 24-01ER update to the Comprehensive Plan (Future Land Use, Housing, Infrastructure, and Transportation Elements) is not based upon relevant and appropriate data and analysis of public facilities (potable water, sanitary sewer, solid waste, stormwater and transportation facilities) addressing the following for the required updated planning periods: (1) current and projected demand upon public facilities based upon relevant and appropriate population estimates and projections; (2) current and projected designed capacity of public facilities; (3) current and projected operating levels of service of public facilities; (4) identification of any improvements that are needed to public facilities, including the timing and scope of such improvements, in order to achieve and maintain the adopted level of service standards of public facilities; and (5) coordination of any need improvements with the Capital improvements Element. The City should revise proposed Amendment 24-01ER to be based upon relevant and appropriate data analysis of public facilities for the planning period.

Lastly, the proposed Amendment 24-01ER update to the Future Land Use Element is not based upon relevant and appropriate data and analysis consistent with the requirements of Section 163.3177(6)(a)2., F.S., for the required planning periods. The proposed Amendment 24-01ER update to the Housing Element is not based upon relevant and appropriate data and analysis consistent with the requirements of section 163.3177(6)(f)2., F.S., for the required planning periods.

Statutory Authority: Sections 163.3177(1)(f), 163.3177(1)(f)3., 163.3177(2), 163.3177(5)(a), 163.3177(6)(a)2., 163.3177(6)(b), 163.3177(6)(c), 163.3177(6)(d), 163.3177(6)(e), 163.3177(6)(f)2., 163.3177(6)(g), 163.3178, 163.3184(4) and 163.3191, F.S.

Recommendation: The City must revise the amendment to include an update to the Comprehensive Plan to ensure the Plan contains at least two planning periods in accordance with the requirements set forth by section 163.3177(5)(a), F.S. The necessary update must also be based upon relevant and appropriate data and analysis. The Plan must include one planning period to cover at least the first 10-year period occurring after the plan amendment adoption and another planning period must cover at least a 20-year period. The update to the planning periods must also consider the following:

- Data and analysis of the permanent and seasonal population estimates and projections;

- Coordination of and consistency between all of the elements of the Comprehensive Plan; and

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- Data and analysis of public facilities (potable water, sanitary sewer, solid waste, stormwater and transportation facilities).

Caldwell Building | 107 E. Madison Street Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org | Twitter: @FLACommerce

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SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR STATE COORDINATED REVIEW

Section 163.3184(4), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (***https://fldeo.my.salesforce-sites.com/cp/***) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Florida Department of Commerce identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format;

_____ In the case of future land use map amendment, an adopted future land use map, **in color format,** clearly depicting the parcel, its existing future land use designation, and its adopted designation;

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for state coordinated review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the Florida Department of Commerce did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Florida Department of Commerce to the ORC report from the Florida Department of Commerce.

EXHIBIT A

October 13, 2025

The Honorable Veronica Edwards Phillips
Mayor, City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Florida 33319

Dear Mayor Phillips,

FloridaCommerce has completed its review of the proposed comprehensive plan amendment for the City of Lauderdale Lakes (Amendment No. 25-01ER), which was received on August 13, 2025. FloridaCommerce received the proposed amendment in accordance with the state coordinated review process set forth in sections 163.3184(2) and (4), Florida Statutes (F.S.).

FloridaCommerce has identified a conflict with the application of Chapter 2025-190, Section 28, Laws of Florida (L.O.F.), and the proposed comprehensive plan amendment. These conflicts render the proposed comprehensive plan amendment null and void ab initio pursuant to Chapter 2025-190, Section 28, L.O.F.
Chapter 2025-190 provides:

> Section 28. (1) Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR-4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; propose or adopt more restrictive or burdensome amendments to its comprehensive plan or land redevelopment regulations; or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, before October 1, 2027, an any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void ab initio. This subsection applies retroactively to August 1, 2024.

For the reasons outlined herein, the City of Lauderdale Lakes' proposed amendment is more restrictive or burdensome, making it null and void ab initio, pursuant to Section 28 of Chapter 2025-190, L.O.F.

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If you have any questions concerning this review, please contact me by telephone at (850) 717-8512 or by email at James.Stansbury@Commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/jc

cc: Tanja McCoy, AICP, CGC, CFM, Director of Development Services, City of Lauderdale Lakes
Isabel Cosio Carballo MPA, Executive Director, South Florida Regional Planning Council

Chapter 2025-190, Section 28, Laws of Florida (L.O.F.), to provide:

> Section 28. (1) Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR-4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; propose or adopt more restrictive or burdensome amendments to its comprehensive plan or land redevelopment regulations; or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, before October 1, 2027, an any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void ab initio. This subsection applies retroactively to August 1, 2024.

The City of Lauderdale Lakes' proposed Amendment 25-01ER proposes changes related to the following policies in the Comprehensive Plan that are more restrictive or burdensome and other policies that are potentially more restrictive or burdensome than the City's currently adopted Comprehensive Plan. The following identified objectives and policies are more restrictive or burdensome: Future Land Use Element Policy 1.1.1.3:a.7.iii & iv., Policy 1.1.1.7, Policy 1.3.1.3, Policy 1.4.2.10; Transportation Element Policy 2.1.3.1; Infrastructure Element Policy 4.4.1.4; Conservation Element Policy 5.1.2.3, Policy 5.1.2.4, Policy 5.1.2.5, Policy 5.1.2.6, and Policy 5.1.3.1. The following policies and objective are potentially more restrictive or burdensome: Future Land Use Element Policy 1.4.2.11; Housing Element Policy 3.1.1.6; Capital Improvements Element Policy 10.1.2.2.

EXHIBIT B

1. FUTURE LAND USE ELEMENT

Purpose

The purpose of the Future Land Use Element is to designate the proposed future general distribution, location, and extent of land uses within the City of Lauderdale Lakes. As an element of the City Comprehensive Plan required by section 163.3177(6)(a), Florida Statues, the Future Land Use Element endeavors to provide a balance of uses that foster vibrant, viable communities and economic development opportunities and address outdated development patterns, such as antiquated subdivisions. The amount of land designated for future land uses should allow the operation of real estate markets to provide adequate choices for permanent and seasonal residents and business and may not be limited solely by the projected population.

The City Comprehensive Plan is established upon two planning periods, a 10-year planning period out to planning horizon year 2035, and a 25-year planning period out to planning horizon year 2050.

Due to the city's built-out character, this growth trend is expected to continue, averaging a two (2) percent annual increase, consistent with Broward County's average aggregate growth rate. The city's population projections, sourced from the University of Florida's Bureau of Economic and Business Research (BEBR) provides low, medium, and high end bi-decennial population projections from year 2025 to year 2050. For planning purposes, the BEBR high projection scenario will be used, as the city's historical growth has consistently measured between the medium and high projections.

TABLE 1.1- Population Projections for the City of Lauderdale Lakes and Broward County: 2025 – 2050, Low, Medium, High

Year	Lauderdale Lakes	Percentage Growth Change	Broward County	Percentage Growth Change
2025	35,252 37,106 **38,961**	-1.95% 3.21% **8.36%**	1,906,400 2,006,700 **2,107,000**	-1.95% 3.21% **8.36%**
2030	35,128 38,392 **41,655**	-0.35% 3.46% **6.92%**	1,899,700 2,076,200 **2,252,700**	-0.35% 3.46% **6.92%**
2035	34,690 39,309 **45,857**	-1.25% 2.39% **5.46%**	1,876,000 2,125,800 **2,375,600**	-1.25% 2.39% **5.46%**
2040	33,399 40,483 **47,567**	-1.79% 1.66% **4.39%**	1,842,400 2,161,100 **2,479,900**	-1.79% 1.66% **4.39%**
2045	33,399 40,483 **47,567**	-1.96% 1.30% **3.73%**	1,806,200 2,189,300 **2,572,400**	-1.96% 1.30% **3.73%**
2050	32,750 40,936 **49,124**	-1.94% 1.12% **3.27%**	1,771,100 2,213,800 **2,656,600**	-1.94% 1.12% **3.27%**

Source: *University of Florida Bureau for Economic Research (BEBR), Volume 57, Bulletin 198, Projections of Florida Population by County, 2025-2050, with Estimates for 2023, January 2024*

GOAL 1.1: Establish and maintain a compatible and sustainable distribution of land use categories, densities, and intensities that are appropriate for the neighborhoods, districts, and corridors throughout Lauderdale Lakes.

OBJECTIVE 1.1.1: Establish Future Land Use designations and adopt a Future Land Use Map ~~to~~ that ensures development and redevelopment is coordinated with the appropriate topography and soil conditions, the availability of facilities and services, and can accommodate projected population growth through the ~~2040~~ 2035 and 2050 planning ~~period~~ horizons.

~~**Monitoring and Evaluation:**~~

~~**-Maintenance of an accurate and up-to-date Future Land Use Map that allows for a full range of land uses.**~~

~~**-Update the Land Development Regulations (LDRs) for consistency with the following Future Land Use Designations.**~~

Policy 1.1.1.1: Improve the livability and desirability of the City through the encouragement of compatible uses in the areas designated for residential uses.

Policy 1.1.1.2: ~~Purpose: To improve the livability and desirability of the City through the encouragement of compatible uses in the areas designated residential, while enhancing the existing residential development.~~ Establish residential Future Land Use classifications to provide for a variety of residential densities and compatible non-residential uses in accordance with the following provisions:

a. The ~~Low (5) Residential category~~ Low Residential (LR) designation permits ~~up to~~ a maximum residential density of five (5) dwelling units per gross acre.
b. The ~~Low-Medium (10) Residential category~~ Low-Medium Residential (LM) designation permits ~~up to~~ a maximum residential density of ten (10) dwelling units per gross acre.
c. The ~~Medium (16) Residential category~~ Medium Residential (M) designation permits ~~up to~~ a maximum residential density of sixteen (16) dwelling units per gross acre.
d. The ~~Medium (16) Residential category~~ Medium-High Residential (MH-25) designation permits ~~up to~~ a maximum residential density of twenty-five (25) dwelling units per gross acre.
e. The ~~High (50) Residential category~~ High Residential (H-50) designation permits ~~up to~~ a maximum residential density of fifty (50) dwelling units per gross acre.

~~Uses: Each parcel of land within an area which is designated "Residential" by the Lauderdale Lakes Land Use Plan must be included in a zoning district that permits one or more of the following uses:~~

~~Dwelling units and accessory structures subject to the limitations upon density as expressed on the Lauderdale Lakes Future Land Use Map and the Land Development Regulations, and the following customary uses as expressly permitted below:~~

The permitted uses per each residential Future Land Use designation are:

f. Dwelling Units and accessory structures;
g. Parks, golf courses and other recreational facilities, and recreational, civic, or cultural buildings ancillary to the primary outdoor recreational use of the site;

h. Community facilities designed to serve the residential area as permitted in the Land Development Regulations such as schools and houses of worship;
i. Communication Facilities;
j. Offices and/or Neighborhood retail sales of merchandise or service, subject to the following limitations and provisions:
    1. No more than a total of five percent of the area designated for residential use on the Broward County Future Land Use Map (Series) within a flexibility zone, as defined by the Broward County Land Use Plan, may be used for offices and/or retail sales of merchandise or services;
    2. No added contiguous area used for offices and/or retail sales of merchandise or services may exceed ten acres. For the purpose of this provision, contiguous is defined as: attached; located within 500 feet; or separated only by streets and highways, canals and rivers, or easements;
    3. Regardless of the constraints of (a) and (b) above, space within residential buildings in areas designated for ~~Medium-High (25) Residential or High (50) Residential density~~ MH-25 or H-50 may be used for offices and/or retail sales of merchandise or services, as long as no more than 50 percent of the floor area is used for said purposes;
    4. Regardless of the constraints of (a) and (b) above, space within residential buildings in areas designated for Medium (16) Residential density may be used for offices, as long as no more than 50 percent of the floor area is used for offices;
k. Home occupations and other activities accessory to a dwelling unit; and
l. Special Residential Facilities subject to: meeting one of the Category definitions as contained in the Plan Implementation Requirements section of the 2017 Broward County Land Use Plan; meeting the density provisions by Category type stated below; and the limitations as expressed by the City of Lauderdale Lakes regarding the use and allocation of Redevelopment Units, Flexibility Units or bonus sleeping rooms as contained in the Administrative Rules Document: Broward County Land Use Plan.
    1. Special Residential Facility Category (1) development shall count as one dwelling unit each.
    2. Special Residential Facility Category (2) development shall count as two dwelling units each.
    3. Special Residential Facility Category (3) development shall count as one dwelling unit per every two sleeping rooms regardless of the number of kitchens or baths.

    The building intensity for non-residential uses reverts to the building intensity regulations permitted by the corresponding Future Land Use designation that such uses typically fall in.

Policy 1.1.1.3: ~~Purpose: To provide land for business, office, retail, personal services, and other commercial enterprises that are intended to serve and provide for the current and future residents of the City.~~ Establish a commercial Future Land Use classification to provide for commercial, business, retail, personal services and other commercial enterprises that are intended to serve and provide for the current and future residents of the City. Development within this Future Land Use Classification shall comply with the following provisions:

a. ~~Intensity: The maximum nonresidential intensity in the Commercial designation shall be a FAR of 3.0~~ The Commercial (C) designation permits a maximum building intensity 3.0 Floor Area Ratio.

~~Uses: Each parcel of land within an area which is designated "Commercial" by the Lauderdale Lakes Land Use Plan must be included in a zoning district that permits one or more of the following uses:~~

The permitted uses in the Commercial Future Land Use designation are:

1. Neighborhood, community, regional and highway retail and wholesale uses;
2. Office and business uses;
3. Hotels and motels;
4. Parks and recreation;
5. Community facilities, consistent with ~~1.1.4.~~ the Community Facilities designation;
6. Utilities, transportation and communication facilities (excluding landfills and power plants);
7. Residential Uses ~~provided that the City Commission applies flexibility or reserve units to the parcel consistent with the requirements of the Broward County Land Use Plan and that~~:
   ~~a. The residential units are located in the same structure as the commercial building).~~
   ~~b. The residential floor area does not exceed 50 percent of the total floor area of the building; or~~
   ~~c. The first floor is totally confined to commercial uses; or~~
   ~~d. For parcels 10 acres in size or less, free standing multi-family residential uses are permitted; or~~
   ~~e. For mixed commercial/ residential developments greater than 10 acres in size free standing multi-family residential uses are permitted provided the gross residential acreage does not exceed 10 acres or 40 percent of the total gross acreage of the commercially designated parcel, whichever is greater, and that the entire mixed commercial/residential development be governed by specific zoning regulations that establish criteria to ensure proper integration and compatibility of land uses within and surrounding the development; or~~
   ~~f. Residential units within the same structure as commercial uses for the owner, manager or caretaker of commercial uses may be located in areas designated commercial without the application of flexibility units or reserve units.~~
   i. Residential uses, up to 10 acres, are permitted via City allocation of "flexibility units" and/or "redevelopment units," provided that total residential uses do not exceed 20% of the land area designated "Commercial" on the future land use map.
   ii. Residential units within the same structure as Commercial uses for the owner, manager or caretaker of the Commercial uses are permitted.
8. Retail uses, restaurants, financial institutions, and personal services;
9. Employment uses, such as offices for administrative, professional, research, and business purposes;
10. Entertainment centers; and
11. Commercial recreation uses, such as outdoor and indoor recreation facilities, active recreation complexes, and stadiums.

Policy 1.1.1.4: ~~Purpose: To manage the growth and retention of light industrial land uses such as manufacturing, warehouse distribution, research and development, and other heavy commercial or industrial related uses~~ Establish an Industrial Future Land Use classifications to provide for light and heavy industrial development in accordance with the following provisions:

a. ~~Intensity: The maximum nonresidential intensity in the Industrial designation shall be a FAR of 2.0~~ The Industrial designation permits a maximum residential density of zero (0) dwelling units per acre and a maximum building intensity of 2.0 Floor Area Ratio.

~~Uses: Each parcel of land within an area which is designated "Industrial" by the Lauderdale Lakes Land Use Plan must be included in a zoning district that permits one or more of the following uses:~~

The permitted uses in the Industrial designation are:

b. Industrial uses;
c. "Heavy Commercial" uses such as warehouses, wholesale distributors, etc;
d. Office uses; Utilities, transportation and communication facilities and easements (excluding landfills and power plants);
e. Parks and recreation uses as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industry;
f. Community facilities as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industry;
g. The following uses are permitted in industrial areas provided the total area of these uses does not exceed 20 percent of the area designated for industrial use in the City of Lauderdale Lakes on the Broward County Land Use Plan and as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industry and is certified by the Broward County Planning Council subject to the review and approval requirements of the Administrative Rules Document: Broward County Land Use Plan; and
    1. Commercial and retail business uses.
    2. Hotels and motels.

Policy 1.1.1.5: ~~Purpose:~~ Establish a Community Facilities Future Land Use classifications to provide land or ~~the engagement and interaction of members of~~ for the community, to enhance the overall health and wellbeing of the City. These include uses such as educational, medical, governmental, religious, civic, cultural, judicial, and correctional facilities. Development within the Community Facilities Future Land Use classification shall comply with the following provisions:

~~Intensity: The maximum allowable intensity within the Community Facilities designation shall be an FAR of 0.75.~~

a. The Community Facilities (CF) designation permits a maximum residential density of zero (0) dwelling units per acre and a maximum building intensity of 0.75 Floor Area Ratio.

~~Uses: Each parcel of land within an area which is designated "Community Facility" by the Lauderdale Lakes Land Use Plan must be included in a zoning district that permits one or more of the following uses:~~

The permitted uses in the CF Future Land Use designation are:

1. Schools, houses of worship, hospitals, governmental administration, police, and fire stations, libraries, civic centers, courts, nursing homes, and governmentally sponsored residential-care facilities for the elderly and/or persons with disabilities. Also permitted in areas designated for community facilities are parks and recreation facilities.

    i. Special Residential Facility Category (2) development as defined by the Broward County Land Use Plan subject to the allocation of redevelopment or flexibility units in accordance with the Special Residential Facilities provisions and policies for application of these units as contained in the "Administrative Rules Document" of the Broward County Planning Council.

    ii. Special Residential Facility Category (3) development as defined by the Broward County Land Use Plan; subject to the allocation of redevelopment units or flexibility units in accordance with the Special Residential Facilities provisions and policies for application of these units as explained in the "Administrative Rules Document" of the Broward County Planning Council; each flexibility or redevelopment unit shall permit two sleeping rooms regardless of the number of kitchens or baths.

Policy 1.1.1.6: ~~Purpose:~~ Establish Recreation Future Land Use classifications to provide areas that are generally free from development~~. This land use designation shall~~ and provide opportunities for new and existing recreational facilities in the City and support physical and mental well-being for residents of all ages. "Private Recreation" or "Public Recreation" facilities must meet the following provisions:

a. ~~Intensity:~~ The maximum allowable intensity of zero (0) dwelling units per acre ~~within the Private Recreation and Public Recreation designations shall be an FAR~~ Floor Ara Ratio of 0.10 for accessory structures and 3.0 for principal ~~recreation~~ structures.

~~Uses: Each parcel of land within an area which is designated "Private Recreation" or "Public Recreation" by the Lauderdale Lakes Land Use Plan must be included in a zoning district that permits one or more of the following uses:~~

The permitted uses within the "Private Recreation" or "Public Recreation" Future Land Use designation are:

1. Passive recreational uses, including, but not limited to: nature centers and trails, scenic areas, wildlife sanctuaries and feeding stations, aquatic preserves, and picnic areas;
2. Golf courses which are intended to remain as permanent open space;
3. Camping grounds and related facilities;
4. Cemeteries;

5. Active recreational uses, including, but not limited to: tennis courts, playgrounds, swimming pools, athletic fields and courts, beaches, and bikeways;
6. Boat ramps and docks; and
7. Outdoor cultural, educational and civic facilities, including but not limited to: animal exhibits, habitats, band shells, and outdoor classrooms.

Level of Service: The City shall provide for a minimum of three (3) acres of Community level parks for every 1,000 existing and projected permanent residents.

Policy 1.1.1.7: Establish a Utilities Future Land Use classification to provide for development which ensures adequate level of service is maintained consistent with the standards established in the Infrastructure Element and in accordance with the following provisions. The Utilities (U) designation permits a maximum residential density of zero (0) dwelling units per acre and a maximum building intensity as found in the Land Development Regulations.

The permitted uses in the U Future Land Use designation are:

a. Utilities such as water and wastewater treatment plants, pumping stations, electrical power plants and substations, solid waste disposal and transfer stations; excluding Landfills;
b. Other uses determined to be ancillary to the primary uses described in (1); and
c. The following uses may also be permitted in the areas designated utilities as long as the location of these uses does not preclude or adversely affect the future use of the surrounding areas for utility facilities.
    1. Recreation and open space uses.
    2. Non-residential agricultural uses.
    3. Communication facilities.

~~Purpose: To ensure that land is available to produce utilities and guarantee that an adequate level of utility service is provided for the current and future residents of the City.~~

~~Uses: Each parcel of land within an area which is designated "Utilities" by the Lauderdale Lakes Land Use Plan must be included in a zoning district which permits one or more of the following uses:~~

Policy 1.1.1.8: ~~Purpose: To promote~~ Establish a Mixed-Use Future Land Use classification to allow for mixed use development in a single area, to discourage the use of the automobile, and to promote multi-modal transportation. Land within this designation shall balance land uses with multi-modal transportation and innovative design principles to create space that are more desirable for current and future residents of the City.

~~Uses: Each parcel of land within an area which is designated "Local Activity Center" (LAC) by the Lauderdale Lakes Land Use Plan shall be in conformance with the following criteria:~~

Development within this Future Land use Classification shall be subject to compliance with the following provisions:

a. The Local Activity Center (LAC) designation permits a maximum residential density and building intensity governed by site-specific comprehensive plan amendments.
b. The Lauderdale Lakes Downtown Activity Center is permitted:

1. Acreage: Approximately 140 acres
2. General Location: East of Northwest 43rd Avenue, south of Northwest 36th Street, west of Northwest 35th Avenue and north of Northwest 29th Street.
3. Density and Intensity of Land Uses:
    i. Residential Land Uses 3,000 dwelling units*
    ii. Commercial Land Uses 500,000 square feet**
    iii. Hotel 300 rooms
    iv. Community Facilities Land Uses 50,000 square feet
    v. Recreation and Open Space 5.0 acres minimum

*Consisting of 1,500 high rise† dwelling units, 500 garden apartments and 1,000 townhouses. The City shall not issue residential building permits until the execution and implementation of a legally enforceable mechanism, such as a tri-party interlocal agreement, regarding a student station fee. Additional high rise units may be substituted for garden and/or townhouse units provided that (i) not more than 3,000 total residential units are developed in the LAC and (ii) any such substitution is approved by the City Commission.

**A 20 percent increase (100,000 square feet) was added as part of the 2022 Broward County Land Use Plan.

† Note: High-rise units are defined as four (4) stories or more, consistent with the effective Broward County Land Development Code definition at the time of the adoption of the Broward County Land Use Plan amendment.

The requirements of the LAC designation are:

a. Shall support a balanced mix of land use characterized by compactness, pedestrian friendly design, neighborhood-scale, and framed by architecture and landscape design appropriate to local history and ecology.
b. Shall have a development pattern that generally reflects planning and design principles such as walkable neighborhoods oriented around the “five-minute walk”, primary orientation toward public transit systems, a centrally located community serving land use or land uses, and greater integration of housing, employment, shopping and recreation at the neighborhood level.
c. Shall protect archeological and paleontological resources and encourage rehabilitation or reuse of historic buildings on site, whenever feasible.
d. Shall promote an urban form with well-integrated land use combinations, balanced intensities and densities or uses compatible with surrounding uses, and promote mobility through safe and convenient interconnectivity of vehicular (including transit access), pedestrian and other non-motorized modes of travel. The design guidelines shall integrate public areas through open space, urban public plazas, and/or recreational or community facility areas. These guidelines may include:
    1. Buildings should front the street (zero or minimum setbacks are preferable).
    2. Vehicle parking strategies which lessen conflicts with bicycles and pedestrians and promote transit usage (i.e. parking structures, off-site parking, reduced parking ratios, shared parking facilities, and parking which does not front the street).
    3. Transit/bus stop.

4. A circulation system designed to strengthen bicycle and pedestrian connectivity to all areas of the site/area, including recreation areas, parks, adjacent uses, transit/bus stop and activity nodes.
5. Physical separation, such as walling off neighborhoods from adjacent development or roadways, is discouraged where it disrupts the connectivity of
6. compatible uses, pedestrian and/or bicycle access. If a buffer is necessary, adequate landscaping could be used in place of a continuous wall.
7. Complement and support adjacent existing land uses and/or adopted future land use designations through the effective use of density, massing, and other design elements.

e. Shall consider community needs for affordable housing and support the policies, methods, and programs included in this plan to achieve and/or maintain sufficient supply of affordable housing opportunities, though various mechanisms such as the direction of public housing program funds into the Activity Center, reduced lot size for dwelling units with non-residential uses, the allowance of accessory dwelling units, or though other mechanisms proven effective in increasing the affordable housing stock. To promote Activity Center which proposed to include “very low” of “low income” housing as a viable component, Broward County shall support all reasonable means and methods to mitigate potential negative impacts to public facilities and services which may result from the amendment.

OBJECTIVE 1.1.2: Maintain consistency with the Broward County Comprehensive Plan and ensure Broward County certification of the City Comprehensive Plan.

~~**The intensities and densities of all land uses shall be interpreted in accordance with the following policies of this objective, and further restricted by enforcing the City of Lauderdale Lakes’ zoning map, the specific requirements of each zoning district, the City’s Code of Ordinances and the City and County platting and subdivision regulations.**~~

~~**Monitoring and Evaluation:**~~

~~**-Maintain the City’s Flexibility and Redevelopment Units inventory and provide an update**~~

~~**of the total number of remaining units annually to the public.**~~

Policy 1.1.2.1: Implement zoning categories through the City Land Development Regulations that maintain consistency with City and Broward County Future Land Use designations.

~~The intensities of all land uses shall be further restricted by enforcing the Lauderdale Lakes’ zoning map and the specific requirements of each zoning district, the City’s Code of Ordinances and the City and Broward County platting and subdivision regulations. The vertical mixing of land uses along main thoroughfares shall be encouraged.~~

Policy 1.1.2.2: Manage development through land use, zoning, platting, site planning, permitting, and professional licensing and registration.

Policy 1.1.2.3: Maintain partnerships between residents and businesses, law enforcement, and fire rescue to address code enforcement, community safety, emergency management, disaster preparedness, public safety, infrastructure improvements, crime prevention, and drug education activities.

Policy 1.1.2.4: Continue to invest in public parks, community facilities, and libraries to serve neighborhood residents.

Policy 1.1.2.5: To allow both the public and private sectors to respond to changing conditions and permit the appropriate location of neighborhood commercial uses within or adjacent to established residential neighborhoods, the Lauderdale Lakes Land Use Plan shall permit up to 5% of the area designated residential within Lauderdale Lakes to be used for neighborhood commercial uses as identified and in accordance with this Plan and the rules established within the "Administrative Rules Document: Broward County Land Use Plan."

Policy 1.1.2.6: The City may decrease by 20 percent the lands designated "Commercial" on the Broward County Land Use Map for residential use in accordance with the rules established within the "Administrative Rules Document: Broward County Land Use Plan" and the Chapter 163, Florida Statutes plan adoption and amendment process.

Policy 1.1.2.7: ~~The City shall continue to~~ Implement the Flexibility Unit provisions as provided for in this Element and as consistent with the Broward County Land Use Plan and the Administrative Rules Document: Broward NEXT.

a. Flexibility Units are equal the difference between the number of dwelling units permitted within a flexibility zone by the Broward County Land Use Plan and the number of dwelling units permitted within the City of Lauderdale Lakes' Future Land Use Map, plus additional remaining permitted dwelling units, fixed at the adoption date of the 2017 Broward County Land Use Plan and formerly defined as ""Reserve Units"" which were equal to two percent (2%) of the total number of dwelling units permitted by the City of Lauderdale Lakes' Future Land Use Map. The certified Lauderdale Lakes Future Land Use Map may be more restrictive than the Broward County Land Use Plan Map (Series), therefore, available Flexibility Units may be utilized by the City to rearrange residential densities.
b. The City of Lauderdale Lakes has been established as a "Unified Flexibility Zone." The City's utilization of the Broward County Land Use Plan "Flexibility Rules" shall be subject to a determination by the Broward County Commission that such allocation is compatible with adjacent land uses, and that impacts on public school facilities have been adequately considered, in the following instances:
    1. Allocations to sites which are contiguous to a municipality upon request of the contiguous municipality.
    2. Allocations to sites which are adjacent to an Environmentally Sensitive Land, as defined within the Broward County Comprehensive Plan, or a Broward County or regional park, including sites which are attached, located within 500 feet, or separated only by streets and highways, canals and rivers or easements, upon request of the Broward County Commission. Additional rules and procedures for the processing of County Commission compatibility reviews shall be included in the Planning Council's administrative rules.

Policy 1.1.2.8: Redevelopment Units are defined as additional permitted dwelling units equal to three percent (3%) of the total number of dwelling units as established by the adoption of the Broward County Land Use Plan. Municipalities that have fewer than 250 combined "flexibility units" or "redevelopment units" may apply to the Broward County Planning Council for the allocation of "redevelopment units" in allocations of 500 dwelling units, or 10% of the number of dwelling units permitted by the certified municipal land use plan,

whichever is less, subject to the requirements set forth in Broward County Land Use Plan.

Policy 1.1.2.9: ~~The City shall establish~~ Implement programs to provide, encourage, or enable, low and moderate income housing to meet the needs of ~~it's~~ the City's existing and future residential population and economic activities.

Policy 1.1.2.10: For amendments that propose to add 100 or more residential dwelling units to the existing densities approved by the ~~BCLUP~~ Broward County Land Use Plan (BCLUP), Broward County and affected municipalities shall coordinate and cooperate to implement the affected municipality's chosen policies, methods and programs to achieve and/or maintain a sufficient supply of affordable housing. In addressing amendments ~~that~~ which proposed to add 100 or more residential dwelling units to the existing densities approved by the BCLUP, the municipality, without limitation, may include consideration and implementation of the following affordable housing strategies:

a. programs and policies involving mechanisms such as, but not limited to, impact fees, in-lieu fees, and/or public funds, in which the municipality, and/or Broward County, and/or other appropriate agencies/entities (including, but not limited to, major employers), provide for the construction or supply of affordable housing;
b. programs and policies involving mechanisms such as, but not limited to, impact fees, in-lieu fees, and/or public funds, in which the municipality, and/or Broward County, and/or other appropriate agencies/entities (including, but not limited to, major employers), provide funding to facilitate the affordable purchase or renting of housing;
c. programs and policies in which the municipality, and/or Broward County, and/or other appropriate agencies, facilitate the maintenance of the existing supply of affordable housing stock, if any;
d. property tax abatement programs aimed at preserving or creating affordable housing;
e. streamlined and reduced-cost permitting procedures for affordable housing;
f. specific minimum set-aside requirements for new affordable housing construction;
g. use of appropriate existing public lands, or public land-banking, to facilitate an affordable housing supply;
h. programs and policies to facilitate the development and use of municipal and/or Broward County affordable housing density bonus provisions;
i. Land Development Regulations which promote the availability of affordable housing such as reduced lot size and floor area for dwelling units, construction of zero lot line and cluster housing, vertical integration of residential units with non-residential uses, and the allowance of accessory dwelling units;
j. the existing supply of affordable housing.

~~The affected municipality~~ The City shall demonstrate compliance with this Policy at the time of the County's consideration of the applicable land use plan amendment, by establishing that the municipality has implemented or ensured adoption of appropriate policy and program measures to implement the City's ~~affected municipality's~~ chosen policies, methods and programs to achieve and/or maintain a sufficient supply of affordable housing for each of the following affordable housing income categories defined by the Broward County Land Use Plan: very-low, low, and moderate. The City shall estimate its supply of affordable housing utilizing the data and methodology referenced within the "Broward County Affordable Housing Needs Assessment," 2018, prepared by

The Metropolitan Center Florida International University, as may be updated and accepted by the Broward County Board of County Commissioners, after January 7, 2021. For the purposes of this Policy, the term “affordable housing” shall include the meaning as defined by the BCLUP. The median annual income estimate should be updated at least yearly.

Policy 1.1.2.11:

a. Bonus Residential Density: Bonus residential density may be allocated to facilitate the development of affordable housing for persons within the following income categories as defined in the Broward County Land Use Plan:
   1. Moderate-income persons having a total annual anticipated income for the household that does not exceed 120 percent of the median annual income adjusted for family size for households within the county.*
   2. Low income persons having a total annual anticipated income for the household that does not exceed 80 percent of the median annual income adjusted for family size for households within the county. *
   3. Very-Low income persons having a total annual anticipated income for the household that does not exceed 50 percent of the median annual income adjusted for family size for households within the county. *

   *While occupying a rental unit, annual anticipated gross income may increase to an amount not to exceed 140 percent of the applicable median income adjusted for family size."

b. Bonus Formulas

   1. Moderate-income: Six (6) bonus units per every one (1) “moderate-income” unit (including areas east of the Intracoastal Waterway).
   2. Low-income: Nine (9) bonus units per every one (1) “low-income” unit (including areas east of the Intracoastal Waterway).
   3. Very-Low-income: Nineteen (19) bonus units per every one (1) “very-low-income” unit (including areas east of the Intracoastal Waterway).

c. Affordable housing density bonuses are conditioned on the developer or purchaser providing, in a manner acceptable to the City, guarantees, as a minimum, through the use of restrictive covenants, that the affordability of the bonus units for the affordable income groups described above will be maintained for a period of at least thirty (30) years for rental housing and at least thirty (30) years for owner-occupied housing.

d. <u>The total number of units, including affordable and bonus units, on lands designated as “Residential” may not exceed a maximum of 50 dwelling units per acre on the Broward County Land Use Plan. For parcels designated “Commerce” or similar designation on the local land use plan map, these maximum densities shall not be applicable. If the total density, including the affordable and bonus units, exceeds the density permitted by the existing zoning classification, the governing body of the City shall make a finding of compatibility with existing and future land uses and its local Land Development Regulations at a publicly noticed meeting, consistent with its notification requirements; otherwise, the local planning agency of the local government may make the finding of compatibility at a publicly noticed meeting, consistent with the above.</u>

e. At the time of allocation of bonus density, the City must make a finding that adequate public facilities and services are in place, or will be in place with completion of project construction, to accommodate all bonus and affordable units.
f. Allocations of bonus residential density does not require an amendment to the Broward County Land Use Plan or the City land use plan.
g. The City of Lauderdale Lakes may utilize the Bonus Density provisions regardless of whether such provisions are incorporated within the land use elements.
h. By January 31 of each year, a City official shall transmit to the Planning Council an annual report providing tables reflecting bonus density units allocated.
i. Bonus "affordable" unit and bonus unit construction is subject to the following, as enforced by the City of Lauderdale Lakes:
    1. One hundred percent (100%) of bonus "affordable" units must receive certificates of occupancy before the final fifty percent (50%) of bonus units receive their certificate of occupancy; or
    2. The City must require that bonus "affordable" units are available before or concurrently with bonus units.
j. The City may be more restrictive and is not required to adopt, utilize or implement the above referenced bonus formulas.

~~4. The total number of bonus affordable and bonus units may not exceed 50% of the maximum number of dwelling units indicated for the parcel by the City land use plan map. However, for "very-low or low-income" units, the total number of bonus affordable and bonus market rate units may not exceed 100% of the maximum number of dwelling units indicated for the parcel by the City land use plan map. For parcels designated "Commerce" or similar designation on the City land use plan map, these percentages shall not be applicable.~~

OBJECTIVE 1.1.3: Future growth and development, redevelopment and rehabilitation will be managed through the preparation, adoption, implementation, and enforcement of Land Development Regulations consistent with the Comprehensive Plan, the City adopted level of services in the Capital Improvement Element, and with s.163.3202, F.S.

~~**Monitoring and Evaluation:**~~

~~**-Maintenance of customer satisfaction records**~~

~~**-Creation of a Priority Development Incentive Program**~~

~~**-Strategic Economic Development Plan**~~

Policy 1.1.3.1: Adopt and maintain Land Development Regulations and zoning districts that are based on the principles, goals, objectives, policies, future land use categories, and maximum densities and intensities established by this plan to enhance the quality of life of Lauderdale Lakes residents.

Policy 1.1.3.2: Continue to administer Land Development Regulations consistent with s.163.3202, F.S. that shall also contain specific and detailed provisions required to implement the adopted Comprehensive Plan and which as a minimum:

a. Regulate the subdivision of land;
b. Regulate the use of land and surface water;

c. Ensure the compatibility of adjacent land uses and provide for open space;
d. Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management;
e. Regulate signage;
f. Provide that public facilities and services meet or exceed the standards established in the capital improvements element;
g. Ensure safe and convenient traffic flow, adequate rights-of-way, and vehicle parking needs; and
h. Encourages energy efficient and innovative development (planned developments, mixed-use development & Redevelopment Units).

Policy 1.1.3.3: The Lauderdale Lakes Land Development Regulations shall continue to provide for the discontinuation of non-conforming land and building uses which are incompatible or inconsistent with the Land Use Plan. Regulations for buffering of incompatible land uses shall continue to be enforced as set forth in the Lauderdale Lakes Land Development Regulations, consistent with s.163.3202, F.S.

Policy 1.1.3.4: The Lauderdale Lakes Land Development Regulations shall continue to provide for the protection and creation of surface waters in conformance with State of Florida and South Florida Water Management District policies.

Policy 1.1.3.5: New development adjacent to or in the vicinity of surface waters shall be designed so as to minimize the direct discharge of stormwater runoff into such bodies of water.

Policy 1.1.3.6: The City shall consider the impacts of land use plan amendments on ~~historic, archaeological and paleontological resources~~ historically significant archaeological resources.

OBJECTIVE 1.1.4: Continue to coordinate with affected and appropriate governments and agencies to maximize their input into the development process and mitigate potential adverse impacts of future development and redevelopment activities.

Policy 1.1.4.1: Requests for development orders or permits shall be coordinated with applicable and appropriate City service providers, Broward County, Broward County Public Schools, special districts 4.1.10, the South Florida Regional Planning Council, the South Florida Water Management District and state and federal agencies to ensure consistency with adopted concurrency requirements of Section 163.3180, Florida Statutes and to provide adequate land for public utilities.

Policy 1.1.4.2: The City shall administer platting requirements in conformance with, or more stringent than the Broward

s a plat including the parcel or parcels of land approved by the Broward County Commission and recorded in the official records of Broward County subsequent to June 4, 1953. This section will not apply to an application for a building permit which meets the criteria established within Article 4 of the *Administrative Rules Document: BrowardNext.* The City shall adopt Land Development Regulations that require platting at least in those circumstances where this plan requires platting; and such regulations may establish additional standards, procedures, and requirements as may be necessary to regulate and

control the platting of lands within its boundaries. ~~has been approved by Broward County on the subject parcel. (Broward County Land Use Plan 2.13.1, 2.13.3, 2.13.4)~~

Policy 1.1.4.3: At the time of plat recordation, rights-of-way shall be conveyed to the public by deed or easement sufficient to address the impact of development on transportation needs and to meet the requirements of the Broward County Trafficways Plan.

Policy 1.1.4.4: The City shall not accept a building permit application, nor issue a building permit for new development unless the applicant has presented evidence from Broward County that the impact of the proposed development to public facilities (e.g. Schools & Transportation) has been mitigated through the payment of impact fees, or other measures in compliance with the Broward County Land Use Plan and Broward County Land Development Code.

Policy 1.1.4.5: Development orders shall be consistent with the Broward County Land Use Plan, the Lauderdale Lakes Land Use Plan and Land Development Regulations.

Policy 1.1.4.6: The City, Broward County and the School Board of Broward County shall coordinate through the processes and procedures identified in the ILA as amended from time to time to ensure collaborative planning and decision making on population projections and public school siting and to accomplish coordination between the City's adopted comprehensive plan and the School Board's District Educational Facilities Plan.

OBJECTIVE 1.1.5: Maintain consistency with Broward County land use practices and Chapter 163, Florida Statutes, and coordinate with adjacent local governments and regional jurisdictional external agencies in the comprehensive planning and amendment process.

~~**The Lauderdale Lakes Land Use Element and any proposed Future Land Use Map amendments shall be reviewed in a manner consistent with the applicable and appropriate processes identified in Chapter 163, F.S., the Broward County Land Use Plan, and the Lauderdale Lakes Comprehensive Plan.**~~

Policy 1.1.5.1: Prepare and transmit to the Broward County Planning Council the information listed below within the time periods specified. This information is for the purposes of monitoring compliance with the Broward County Land Use Plan and for maintaining current, countywide records of land development activities on which to base future planning. Information shall be transmitted in a format to be prescribed by the Broward County Planning Council.

a. A yearly summary regarding allocation of acreage proposed for commercial or residential uses within lands designated Residential, Activity Center, or Commerce utilizing the "flexibility" provisions of the Broward County Land Use Plan, if certified within the local land use plan.

Upon Determination by the Broward County Commission that a local government has granted development permits or permitted uses which are inconsistent with the requirements of the Broward County Land Use Plan, or fails to act in substantial compliance with the Broward County Land Use Plan, the Broward County Commission shall take such actions as may be necessary and proper to enforce the requirements of the Broward County Land Use Plan.

Policy 1.1.5.2: ~~The Broward County Planning Council shall continue to~~ Maintain Broward County Certification of the City Comprehensive plan, as administered in the certification and recertification process established within the Broward County Charter to ensure the land use plans of Broward County's local governments are in substantial conformity with the Broward County Land Use Plan and implement the procedures identified within the "Administrative Rules Document: Broward County Land Use Plan."

Policy 1.1.5.3: ~~Broward County and the City of Lauderdale Lakes shall~~ Review proposed amendments to the County and City land use plans to ensure the provision of adequate public facilities when needed to serve the proposed development, including the review of available water and wastewater services and/or plans to provide such services within a financially feasible capital plan adopted by the City.

Policy 1.1.5.4: ~~Broward County and the City of Lauderdale Lakes shall~~ In the review and approval of amendments to the Broward County and City land use plans, the ~~for~~ compatibility of ~~with~~ existing and future land uses~~, the character of the predominate development area, and future land uses as~~ shall be a primary consideration. It is recognized ~~in that review, but shall also recognize~~ that approved redevelopment plans aimed at eliminating or reducing blighted and deteriorating areas may appropriately promote the introduction of land use patterns in variance from existing land uses patterns.

Policy 1.1.5.5: In order to prevent future incompatible land uses, the established character of predominately developed areas shall be a primary consideration when amendments to the Broward County Land Use Plan are proposed.

Policy 1.1.5.6: The individual and cumulative impacts on the existing and planned transportation facilities shall be considered in the review of land use amendments that are proposing to increase density and intensity; the required traffic review methodology shall be endorsed by the Broward Metropolitan Planning Organization.

Policy 1.1.5.7: Prior to plat approval, Broward County and/or the City of Lauderdale lakes shall ensure that the public facilities and services necessary to meet the level of service standards established within the Broward County Comprehensive Plan and affected municipal comprehensive plan will be available to serve new development.

Policy 1.1.5.8: For those portions of the regional roadway network within the City's jurisdiction, ensure the adopted levels of service and concurrency management systems are consistent with the Broward County Transportation Element.

Policy 1.1.5.9: Utilize the highway capacity methodology endorsed by the Broward Metropolitan Planning Organization and approved by the Broward County Board of County Commissioners to determine the capacities and levels of service on the regional roadway network.

Policy 1.1.5.10: ~~The City shall~~ Review proposed amendments that increase density for consistency with the Public School Facilities Element and countywide and municipal level of service standards for schools in compliance with the Public School Facilities Inter-local Agreement to ensure that there is sufficient capacity to accommodate the projected student impact of the proposed amendment.

Policy 1.1.5.11: ~~The City shall~~ Ensure that applications for increases in density or intensity are reviewed by the utility provider (Broward County Water & Wastewater Services) for concurrency requirements and for consistency with the Broward County Water Supply Facilities Work Plan and for areas of the City where Fort Lauderdale is the potable water provider.

Policy 1.1.5.12: ~~Broward County shall~~ Discourage land use plan amendments which negatively impact hurricane evacuation clearance times and/or emergency shelter capacities.

Policy 1.1.5.13: ~~Broward County and the City of Lauderdale Lakes shall consider the~~ Consider the impacts of land use plan amendments on wetland resources and minimize those impacts to the maximum extent practicable.

Policy 1.1.5.14: Amendments to the City Comprehensive Plan for sites developed for use as a golf course, including closed golf courses, shall address the following:

a. The impact of the loss of open space on the surrounding residential areas. The loss of open space must be mitigated through provision of parks and open space to serve the surrounding neighborhood.
b. Management of storm water retention taking into account the extent to which the golf course provided storm water retention for the surrounding development and how this will be mitigated, along with any additional storm water impacts created by the new development.
c. Minimization of the impact on natural resources including wetlands, lakes, aquifer recharge areas and the tree canopy, including any historic trees on the site.
d. Mitigation of environmental contamination. The level of environmental contamination must be determined by conducting a Phase 1 environmental assessment. A Phase 2 environmental assessment may be required based upon the findings of the Phase 1 assessment.
e. Integration of the proposed development with the surrounding areas including how the development will tie into the existing neighborhoods through roads, sidewalks, parks/open space and greenways.

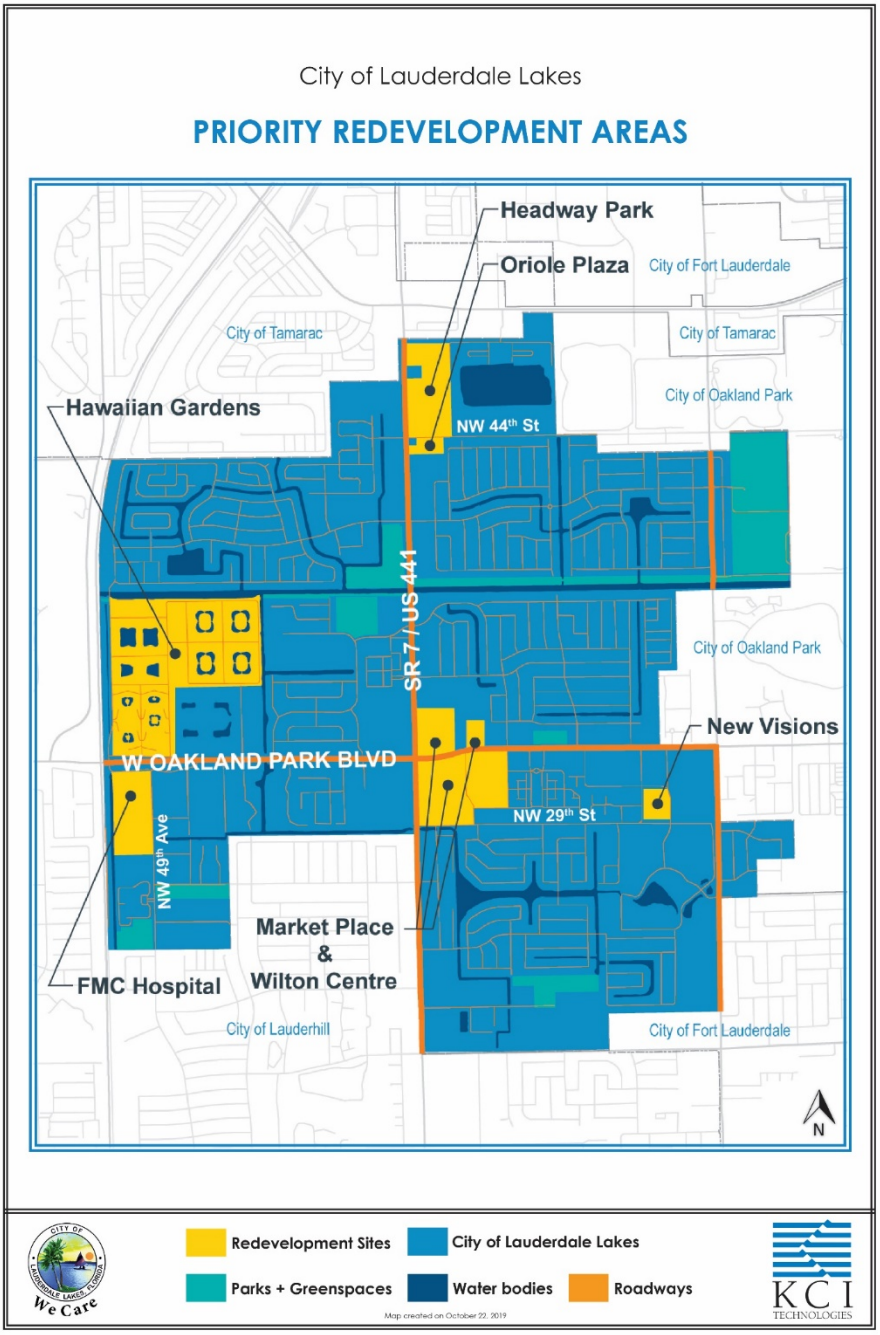
~~Broward County and the City of Lauderdale Lakes shall address land use plan amendments containing golf courses, including closed golf courses, consistent with the Broward County Land Use Plan Policy 2.5.5.~~

Policy 1.1.5.15: Amendments that propose to add 100 or more dwelling units shall be reviewed for consistency with Policy 2.16.2 of the Broward County Land Use Plan.

Policy 1.1.5.16: Amendments to the land use plan shall successfully complete the Chapter 163, Florida Statues local comprehensive plan review process prior to their certification or recertification by the Broward County Planning Council.

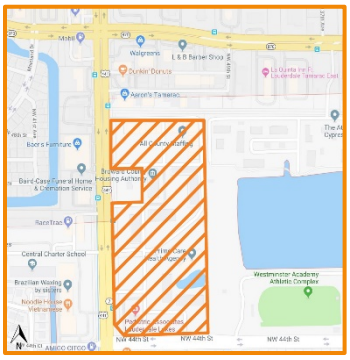
<u>OBJECTIVE 1.1.6:</u> Prioritize the infill and redevelopment of commercial corridors and strategic priority redevelopment areas for general consistency principles and concepts in this element.

~~**Monitoring and Evaluation:**~~



~~**Review approved projects for consistency with the following general principles and design concepts.**~~

Policy 1.1.6.1: Headway Office Park



Location Map

Location: Northeast corner of SR 7/US 441 and NW 44th Street.

Recommendation: Redevelop and enhance the vibrancy of the existing office park with site improvements, open space, and additional uses, including residential (in mixed-use structures), and retail.

Vision: Adaptive and flexible, accessible and interconnected, and sustainable: a reimagined Headway Office Park will be a unique business park that is designed and planned for the needs of the 21st century work force. With its expansive open and green spaces, interconnected pedestrian and bicycle pathways, compact and efficient design, and variety of uses, this innovative business hub will be an extension of the neighborhood and could serve as the anchor and gateway for the northern boundary of the City.



Existing Conditions

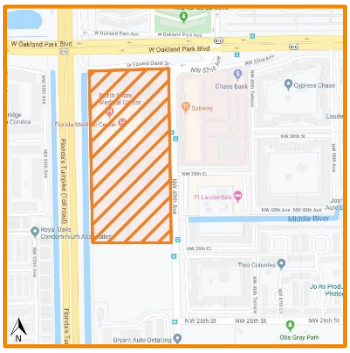
Design Guidelines:

a. Protect the pedestrian and enhance the pedestrian environment and scale.
b. Commercial and retail spaces should be placed along US 441 and designed in such a way as to enhance the pedestrian experience.
c. On-site circulation should prioritize the pedestrian and bicyclist over the automobile.
d. Building setbacks and placement should enhance the pedestrian experience, whenever possible.
e. Incorporate open spaces that are accessible to the public.
f. Buildings should be designed to maximize natural light and ventilation, and be cohesive and similar in aesthetic, including creating an open and translucent ground level and minimize "blind corners."
g. Incorporate design concepts and principles which foster connected, safe, active, and successful urban environments, such as New Urbanism and Crime Prevention Through Environmental Design (CPTED).
h. Place ride share pick-up/drop-off locations, electric vehicle charging stations, and bicycle amenities close to building entrances.
i. The atmosphere within the parking lot is to be as pleasant and park-like as possible and should limit paved surfaces whenever feasible.
j. The use of sustainable, permeable materials, such as porous pavement is encouraged.
k. Ensure site lighting is sufficient to prevent dark areas and enhance safety, without causing a nuisance to neighboring properties, and is dark sky friendly.
l. Ensure consistent streetscaping details throughout all of the gateways into the City of Lauderdale Lakes.



The central green and the pedestrian amenities along the thoroughfare roadway enhance the public realm

Policy 1.1.6.2: Florida Medical Center Hospital Property and Property to the South



Location Map

Location: NW 49th Avenue, north of Woodsdale Oaks Apartments, just east of Florida's Turnpike.

Recommendation: Through a future concurrent Future Land Use amendment and the creation of an overlay/zoning district, create a mixed-use hospital district to allow for complimentary uses such as a commercial liner in parking garages and workforce housing at a base density of 25-30 dwelling units per acre.

Vision: Allow for a mixture of housing types and densities, commercial, retail, and recreational activities, and a network of interconnected, tree lined, and accessible pedestrian pathways. The *Florida Medical Center Hospital* could serve as the anchor and gateway for the western boundary of the City and provide workforce housing to hospital employees.

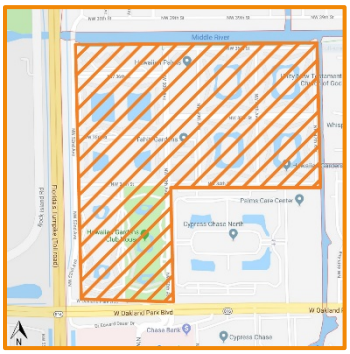
Design Guidelines:

a. Low scale retail and commercial spaces should be placed along NW 49th Avenue, with minimal setbacks.
b. Parking should be placed at the rear of the building, not along NW 49th Avenue nor along NW 52nd Avenue/Access Road.
c. Parking structures lined with ground floor retail and commercial spaces are strongly encouraged over surface parking.
d. Protect the pedestrian and enhance the pedestrian environment and scale.
e. Develop a safe and sustainable mixed-use hospital development.
f. Incorporate design concepts and principles which foster connected, safe, active, and successful urban environments, such as New Urbanism and Crime Prevention Through Environmental Design (CPTED).
g. The use of sustainable, permeable, heat reflective materials should be used wherever feasible.
h. Shade trees and Florida-friendly landscaping should be utilized.
i. Ensure site lighting is sufficient to prevent dark areas and enhance safety, without causing a nuisance to neighboring properties, and is dark sky friendly.


Conceptual example of infill development over surface parking


Example: this pedestrian promenade helps to promote connectivity and enhances the pedestrian environment

Policy 1.1.6.3: Hawaiian Gardens



Location Map

Location: North side of W Oakland Park Boulevard, just east of Florida's Turnpike.

Recommendation: Through a site-specific Future Land Use Amendment, allow for a higher density residential development (High density residential, at up to 50 dwelling units per acre) with concurrent site-plan approval to ensure general consistency with the City's vision.

Vision: With a focus on promoting health and wellness living, a reimagined higher density residential development on the property aims to create a dense, sustainable, affordable, and attractive residential community for all ages and abilities that creatively mitigates potential flood hazard. As the property is adjacent to the elevated Florida Turnpike and the hospital property to the south, additional height at this location would not be out scale with the surrounding conditions.



Existing Conditions

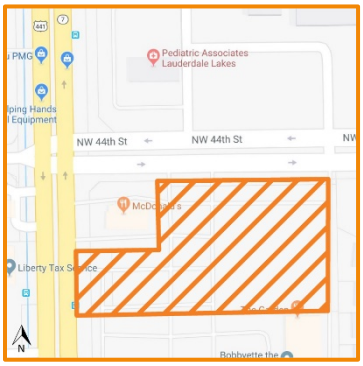
Design Guidelines:

a. Provide a mixture of housing types to support a variety of income levels, and which include flexible spaces to support changes in market demand.
b. Encourage opportunities for social interaction and community building by incorporating flexible spaces and open / recreational spaces to support a variety of users, abilities, and activities. Additionally, including interconnected, wide, and safe walking paths, centralized mailboxes, and active and passive open and green spaces would allow for increased opportunities for social interaction.
c. Buildings should be designed to maximize natural light and ventilation and be cohesive and similar in aesthetic.
d. Buildings should be placed in such a way that would encourage walking or bicycling over driving.
e. Prioritize flood mitigation through the application of sustainable, permeable materials, and open space areas that serve a dual role of flood mitigation and recreation whenever feasible.
f. To encourage "eyes on the street," front facades, (the bottom floor of a residential structure) should be open and translucent and continue active uses like community spaces or amenities.
g. Ensure site lighting is sufficient to prevent dark areas and enhance safety, without causing a nuisance to neighboring properties, and is dark sky friendly.
h. Prioritize the protection of the City of Lauderdale Lakes' certified open space.
i. Provide for a portion of the open space to be accessible to the public.



Example of how taller scale buildings are appropriate in areas adjacent to an elevated roadway, which also provide enhanced open space opportunities

Policy 1.1.6.4: Oriole Plaza



Location Map

Location: Southeast corner of SR 7/US 441 and NW 44th Street.

Recommendation: Encourage the redevelopment of the site with a mixed-use development with community serving commercial uses like grocery store, restaurants, retail, Commercial, family entertainment.

Vision: To create a safe and sustainable low to medium scale mixed-use development that is respectful of the adjacent single-family residential to the east. This vacant PRA area should be expanded to include the commercial development to the south whenever feasible and the fast-food restaurant to the northwest.

Design Guidelines:



Example: awnings, pedestrian-scaled buildings and lighting, seating, and shade trees help to enhance the pedestrian realm

a. Protect the pedestrian and enhance the pedestrian environment and scale.
b. Retail spaces should be placed along US 441 and NW 44th Street to capture foot traffic.
c. Building setbacks and placement should be minimized to enhance the pedestrian experience, whenever possible.
d. Buildings should be designed to maximize natural light and ventilation and be cohesive and similar in aesthetic, including creating an open and translucent ground level and minimize "blind corners."
e. All buildings on the site should be cohesive and similar in aesthetic to create a unique character and sense of place.
f. Buildings should be scaled down to two stories and/or be setback appropriately along the property lines adjacent to single-family residential.
g. A decorative lighting plan and cohesive signage / branding plan should be established for the development, which includes a public art component.
h. Develop a safe and sustainable low to medium scale mixed use development.
i. Incorporate design concepts and principles which foster connected, safe, active, and successful urban environments, such as New Urbanism and Crime Prevention Through Environmental Design (CPTED).
j. The use of sustainable, permeable, heat reflective materials should be used wherever feasible; porous pavement is encouraged.
k. Shade trees and Florida-friendly landscaping should be utilized.
l. Ensure site lighting is sufficient to prevent dark areas and enhance safety, without causing a nuisance to neighboring properties, and is dark sky friendly.


Example: development steps down adjacent to less dense/intense uses like single-family residential

Policy 1.1.6.5: New Visions



Location Map

Location: Northeast corner of NW 29th Street and NW 33rd Avenue.

Recommendation: Medium density residential in the form of apartments or townhomes, at 15-20 dwelling units per acre.

Vision: To create a vibrant, sustainable, and safe neighborhood.

Design Guidelines:



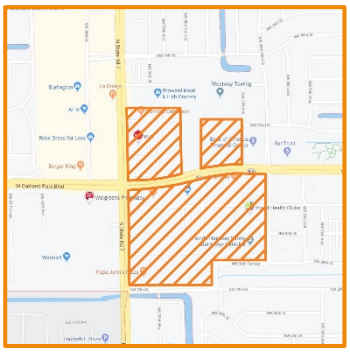
Existing Conditions

a. Building design and placement should maximize natural light, ventilation, and site-wide pedestrian circulation.
b. To encourage "eyes on the street," front facades should be translucent, not solid, include porches and balconies, and should be minimally setback from the roadway.
c. Create a safe and sustainable neighborhood.
d. Incorporate design concepts and principles which foster connected, safe, active, and successful urban environments, such as New Urbanism and Crime Prevention Through Environmental Design (CPTED).
e. The use of sustainable, permeable, heat reflective materials should be used wherever feasible.
f. Shade trees and Florida-friendly landscaping should be utilized.
g. Ensure site lighting is sufficient to prevent dark areas and enhance safety, without causing a nuisance to neighboring properties, and is dark sky friendly.





Policy 1.1.6.6: Market Place & Wilton Centre



Location Map - Top: Wilton Centre; Bottom: Market Place

Location: *Market Place* - Southeast corner of W Oakland Park Boulevard and SR 7/US 441. *Wilton Centre* – Northeast corner of W Oakland Park Boulevard and SR 7/US 441.

Recommendation: Encourage mixed use and an approximate density of high density residential in the form of apartments or townhomes, at 25-50 dwelling units per acre with redevelopment or flexibility units. Allow for both the horizontal and vertical mixing of uses within a newly created street grid network. Residential uses shall be required as the principal component with at least two non-residential uses as an additional principal uses such as retail, office, restaurants and personal services, hotel/motel, light industrial (including "live work" buildings), research business, civic and institutional.



Existing Conditions (Wilton Centre)

Vision: To transform Market Place Plaza into a City Center district that is an active, diverse, well connected, and prosperous mixed-use destination. This concept could be implemented through phased infill development and incremental new urbanism, or through a complete redevelopment of the property. The City Center concept could be applied to the larger commercial properties located on each of the four corners of the W Oakland Park Boulevard and U.S. 441 intersection.



Existing Conditions (Market Place)

Design Guidelines:

a. Establish an internal grid street network with a street hierarchy within the property, which should connect to the adjacent commercial and residential properties whenever feasible.
b. Protect the pedestrian and enhance the pedestrian environment and scale.
c. Building setbacks should be minimized, in order to enhance the pedestrian experience.
d. Retail spaces should be placed along W. Oakland Park Boulevard / U.S. 441.
e. Courtyards, plazas, and squares with well-defined edges and are open to the public, such as buildings and foliage, are required.
f. Ground floor commercial and retail spaces should include translucent facades.
g. Parking structures with decorative wrapping on the parking levels and ground floor retail are encouraged over surface parking lots.
h. Create a "gateway experience" to the City on the property that establishes a unique character and sense of place on the property and adjacent public roadways.
i. Entrances and the intersection of W. Oakland Park Boulevard and U.S. 441 should be marked with gateway signage and vibrant Florida friendly landscaping welcoming visitors to Lauderdale Lakes and City Center District.
j. A decorative lighting plan should be developed with branded banners at gateways and along the internal main street.
k. Include a public art component.
l. Ensure consistent streetscaping details throughout all the gateways into the City of Lauderdale Lakes.
m. Create a safe and sustainable City Center development.
n. The use of sustainable, permeable, heat reflective materials should be used wherever feasible.
o. Shade trees and Florida-friendly landscaping should be utilized.

p. Incorporate design concepts and principles which foster connected, safe, active, and successful urban environments, such as New Urbanism and Crime Prevention Through Environmental Design (CPTED).
q. Ensure site lighting is sufficient to prevent dark areas and enhance safety, without causing a nuisance to neighboring properties, and is dark sky friendly.



Example: Complimentary architecture and building types create a walkable mixed-use development



Example concept of an infill mixed-use structure with retail wrapped parking garage.

GOAL 1.2: Support innovative infill and redevelopment that is economically and environmentally resilient and enhances community character with aesthetic pleasing energy efficient design.

OBJECTIVE 1.2.1: Encourage new economic investment and redevelopment through strategic public investments and maintaining a development review process that is responsive, efficient and equitable.

~~**Monitoring and Evaluation:**~~

~~**-Maintenance of customer satisfaction records**~~

~~**-Creation of a Priority Development Incentive Program**~~

~~**-Strategic Economic Development Plan**~~

Policy 1.2.1.1: ~~Lauderdale Lakes shall complete a~~ Maintain a living Strategic Economic Development Master Plan ~~by December 2024~~ to identify opportunities and establish measurable goals that support new vibrant and sustainable development in the City.

Policy 1.2.1.2: Maintain a living Community Redevelopment Area (CRA) Master Plan, and incorporate the findings, recommendations, and policies established in the most up-to-date City CRA Master Plan into the City Comprehensive Plan.

Policy 1.2.1.3: Implement and build upon community branding concepts that support new investment, including the branding of the City's gateways~~, as recommended in the Community Redevelopment Area Master Plan (2013)~~.

Policy 1.2.1.4: Analyze opportunities for grant funding, public-private partnerships, including leveraging the tools available through the State of Florida Opportunity Zones program.

Policy 1.2.1.5: Maintain continuous improvement in the City development review process and grant an application for a development permit consistent with the Lauderdale Lakes Future Land Use Plan and Broward County Land Use Plan, when it has determined that the following requirements are met:

a. Transportation, parks and open space, drainage and flood protection, potable water, solid waste, sanitary sewer public facilities and services, and public schools will be available to meet established level of service standards, consistent with Chapter 163.3180, Florida Statutes, and the concurrency management policies of the Broward County Land Use Plan.
b. Local streets and roads will provide safe, adequate access within the proposed development and the trafficways identified on the Broward County Trafficways Plan prior to occupancy.
c. Fire protection service will be adequate to protect people and property in the proposed development.
d. Police protection service will be adequate to protect people and property in the proposed development.
e. School sites and school buildings will be adequate to serve the proposed development.
f. A development does not include a structure, or alteration thereafter, that is subject to the notice requirements of Title 14, Code of Federal Regulations, Part 77, Subpart B,

unless the Federal Aviation Administration (FAA) issues, or has issued a written acknowledgement that said structure or alteration meets the FAA Part 77 criteria.

g. No development permit shall be issued for the development, construction, establishment, enlargement, substantial alteration, or repair of a structure that would exceed the maximum height for the Airspace Imaginary Surface in which it is located, or is proposed to be located, unless Obstruction Approval has been issues by the Broward County Aviation Department, pursuant to Section 5-182 of the Broward County Code of Ordinances, and Chapter 333, Florida Statutes.

~~Lauderdale Lakes shall continuously improve its development review process by making gains in efficiency, applying standards and regulations uniformly, and providing mechanisms to improve the project proposal early in the development review process. The City may grant an application for a development permit consistent with the Broward County Land Use Plan or a certified City land use plan when it has determined that the following requirements are met:~~

~~a. Traffic circulation, transit, parks and recreation, drainage and flood protection, potable water, solid waste, sanitary sewer public facilities and services and public schools will be available to meet established level of service standards, consistent with Chapter 163.3180, Florida Statutes, and the concurrency management policies of the Broward County Land Use Plan.~~

~~b. Local streets and roads will provide safe, adequate access between buildings within the proposed development and the trafficways identified on the Broward County Trafficways Plan prior to occupancy.~~

~~c. Fire protection service will be adequate to protect people and property in the proposed development.~~

~~d. Police protection service will be adequate to protect people and property in the proposed development.~~

~~e. School sites and school buildings will be adequate to serve the proposed development.~~

~~f. Development does not include a structure, or alteration thereof, that is subject to the notice requirements of Federal Aviation Regulations (FAR), Part 77, Subpart B, unless the Federal Aviation Administration issues, or has issued within the previous ninety (90) days, a written acknowledgment that said structure or alteration would not constitute a hazard to air navigation and does not require increases to minimum instrument flight altitudes within a terminal area, increases to minimum obstruction clearance altitudes, or any other operational modifications at any existing airport or heliport or any planned or proposed airport as described in FAR Part 77.21(c)(2).~~

Policy 1.2.1.6: Maintain continuous improvement in the City Land Development Regulations and procedures to:

a. Implement the Broward County Land Use Plan by adoption and enforcement of appropriate local regulations on the development of lands and waters within the jurisdiction of City of Lauderdale Lakes.

b. Deny the application of public or private development unless it is in compliance with the Broward County Land Use Plan or the Lauderdale Lakes Land Use Plan.

c. In the event that the City of Lauderdale Lakes does not have a land use plan certified by Broward County Planning Council:

1. The City may grant an application for a development permit, provided:

i. The proposed development would be consistent with the Broward County Land Use Plan; and
ii. The proposed development would be in compliance with local land development; and
iii. The development permit is granted in compliance with the Development Review Requirement subsection of the Broward County Land Use Plan or with the Land Development Regulations policy of this plan which meet or exceed the requirements of said subsection.

2. The City may adopt Land Development Regulations or amendments thereto, which are consistent with the Broward County Land Use Plan.
3. The City shall transmit to Broward County Planning Council for review, no less than forty-five (45) days prior to adoption, a copy of all proposed Land Development Regulations or amendment thereto, and notice of all proposed changes of zoning district.

d. A local government which does have a land use plan certified by the Broward County Planning Council that is effective:
1. May grant an application for a development permit provided:
i. The proposed development would be consistent with the application certified land use plan; and
ii. The proposed development would be in compliance with local Land Development Regulations; and
iii. The development permit is granted in compliance with the Development Review Requirements subsection of the Broward County Land Use Plan or with the Land Development Regulations policy of this plan which meet or exceed the requirements of said subsection.
2. May adopt Land Development Regulations or amendments thereto, and amend zoning districts consistent with its certified land use plan.

Policy 1.2.1.7: Create a priority development incentive program which allows development proposals that meet criteria that support~~s~~ sustainable investments to qualify for streamline permitting, density bonuses, and/or reduced fees.

Policy 1.2.1.8: ~~Lauderdale Lakes will continue to~~ Implement the Flexibility and Redevelopment Unit provisions as provided for in the Land Use Implementation Section of this Element and consistent with the BCLUP and the Administrative Rules Document: Broward County Land Use Plan.

Policy 1.2.1.9: ~~Lauderdale Lakes shall use its~~ Utilize City Flexibility and Redevelopment Units to encourage development that support sustainable investments in the community and maintain an up-to-date inventory.

Policy 1.2.1.10: Eliminate regulatory activities that are no longer tied to current or future needs.

Policy 1.2.1.11: Encourage the development of affordable housing and workforce housing to create a varied market which serves the needs for all current and projected City residents

~~In order to provide for a broad range of current and future residents, low, moderate, and work force housing is encouraged.~~

OBJECTIVE 1.2.2: Strategically prioritize the redevelopment and revitalization of commercial corridors, priority redevelopment areas, and blighted areas by codifying resilient and innovative development principles and eliminating uses and conditions that are not in alignment with the vision of Lauderdale Lakes.

~~**Monitoring and Evaluation:**~~

~~**-The number of acres remaining in the City of Lauderdale Lakes that are in need of redevelopment or renewal, or which are developed and/or used inconsistent with the vision of Lauderdale Lakes and do not contribute to the quality of life desired by residents.**~~

~~**-The change in the property values within the City and CRA limits.**~~

Policy 1.2.2.1: ~~Lauderdale Lakes and the CRA shall continue to~~ Develop and implement programs to encourage redevelopment and private investment within identified blighted and economically distressed areas.

Policy 1.2.2.2: Ensure that land uses and development standards promote the infill and redevelopment of underutilized and vacant properties, which maximize the use of existing public facilities, provide for a mix of uses and housing types, and prioritize the provision of additional open space within the City of Lauderdale Lakes' built urban/suburban environment.

Policy 1.2.2.3: ~~Lauderdale Lakes shall use all feasible methods to~~ Seek to eliminate existing land uses and conditions that are inconsistent with the City's adopted goals and overall vision, as expressed in the Citizens' Master Plan and which are contrary to the quality of life desired by its citizens. ~~Such methods may include effective nonconforming use and structure regulations, redevelopment incentives, the City's economic development program, incentives for business and industry relocation to the City, capital improvements, and property improvement grants, loans and programs.~~

Policy 1.2.2.4: Prioritize infill and redevelopment efforts along commercial corridor and in Priority Redevelopment Areas (PRAs) to facilitate infill and redevelopment in strategically important locations throughout the City of Lauderdale Lakes. ~~Proposed site development applications in these PRAs shall be reviewed for general consistency from the design concept recommendations identified in Objective 2.4.~~

Policy 1.2.2.5: Ensure compatibility between redeveloping properties and existing adjacent uses including established single-family residential neighborhoods by regulation of building scale, design, building placement, open space, buffering, and use.

Policy 1.2.2.6: ~~To the greatest extent feasible, Lauderdale Lakes shall~~ Require, to the greatest extent feasible, multi-family housing of 16 units per acre or greater to be located near established transit corridors, or in identified Priority Redevelopment Areas.

OBJECTIVE 1.2.3: ~~To~~ Improve the aesthetics and safety of the natural and built environments, and create a stronger sense of place in Lauderdale Lakes, through the implementation of urban design strategies for the City, with particular focus on the Community Redevelopment Area (CRA) and the Priority Redevelopment Areas.

~~**Monitoring and Evaluation:**~~

~~**Conduct an internal review of approved projects to ensure the implementation the objective and its supporting policies.**~~

Policy 1.2.3.1: ~~Lauderdale Lakes shall~~ Identify and implement opportunities to enhance the public realm, including:

a. Requiring that urban design elements within the public realm include urban open spaces, street trees, street furniture, attractive sidewalk surfacing, pedestrian-scale lighting, awnings/overhangs, and attractive transit shelters.
b. Investing in complete street project whenever feasible,
c. Improving way finding in the City,
d. Providing gateway and entrance features to announce arrival into, and departure from, the City,
e. Widen public sidewalks along major thoroughfares whenever feasible to provide for pedestrian circulation, outdoor dining, ADA compliance, and landscaping to buffer pedestrians from high-speed traffic on adjacent collector and arterial roads, and
f. Maintaining and enforcing sign regulations that balance community aesthetics, sense of place and motorist safety with way finding and effective identification of uses.

Policy 1.2.3.2: ~~Lauderdale Lakes shall continue to~~ Participate with the South Florida Regional Planning Council, the Broward MPO, and the other participating municipalities in the State Road 7 Collaborative process and the NW 31st Avenue Planning Collaborative process.

Policy 1.2.3.3: ~~Lauderdale Lakes shall continue to~~ Implement regulations that employ Crime Prevention Through Environmental Design (CPTED) principles to reduce the incidence of crime and protect the safety and welfare of its residents.

Policy 1.2.3.4: Adopt standards for unified urban design, architecture, signage and landscaping for major corridors within the CRA boundaries to further assist in creating a sense of place. During the creation of the urban design standards, the City of Lauderdale Lakes shall consider the use of Universal Design in new construction, residential rehabilitation, and remodeling.

Policy 1.2.3.5: Maintain and periodically update the Lauderdale Lakes Land Development Regulations to require the following design principles to be utilized for all new development and redevelopment:

a. Encourage increased residential density adjacent to transit corridors where feasible,
b. Engagement of the street and enhancement of the public realm by bringing buildings closer to sidewalks and adding lighting, sidewalk and landscaping improvements on portion of property adjacent to the public right-of-way where appropriate,
c. Creation of internal street networks on larger properties,
d. New public and open space in commercial and mixed-use development,
e. Vertical mixing of land uses and high residential densities along major thoroughfares and in Priority Redevelopment Areas,
f. Building designs with unique architectural elements that add character and create visual interest, and

g. Sustainable materials for landscaping and hardscaping, including Florida Friendly landscaping and porous pavement,
h. Encourage the use of best practices development and redevelopment strategies and engineering solutions to reduce flood risk to real property in flood prone areas.

Policy 1.2.3.6: Maintain and periodically update the City's design guidelines in the Land Development Regulations to address the following:

a. Physical compatibility of the scale and massing of building, especially when adjacent to single-family residential,
b. Setbacks that allow for new public spaces along the public roadways, including pedestrian pathways with shade trees.
c. Building design that reflects a single architectural style and incorporates a combination of high-quality materials and colors that support and strengthen the design integrity and authenticity of the selected architectural style,
d. Fenestration on all building facades that front a right of way,
e. Terraces, balconies and architectural breaks to help break up the massing of larger structures,
f. Energy efficient lighting that improves public safety and has adequate shielding to protect residential areas from glare and light pollution,
g. Green building construction methods that are energy efficient and incorporate innovative components into building design that may include rooftop parking, recreational amenities, civic spaces and gardens on buildings with relatively large roof areas,
h. Florida Friendly or Florida native landscaping that is drought resistant and requires minimal fertilization.

Policy 1.2.3.7: Assist in building a positive community image through such activities as:

a. Improving aesthetics through code enforcement, gateway improvements, and façade improvements,
b. Creating opportunities for cultural activities and public art, and
c. Investing in the creation of a network of parks and pathways that enhances access to recreation and improves the quality of life of residents.

GOAL 1.3: Support multi-modal transportation facilities to optimize use of the regional transportation network to move people, goods, and services safely and efficiently while incorporating and promoting Complete Streets principles where appropriate in a context sensitive manner.

~~**Monitoring and Evaluation:**~~

~~**-Continuing to require through the Lauderdale Lakes Land Development Regulations, Code of Ordinances and the City and County platting and subdivision regulations the dedication of public utility and transportation easements and rights-of-way to agencies responsible for providing public utility services.**~~

OBJECTIVE 1.3.1: ~~To~~ Ensure the availability of public utility and multi-modal transportation facilities and services necessary to support proposed development.

Policy 1.3.1.1: Accommodate and support Complete Streets features and technology into County and City roadways where practical, context sensitive, and financially feasible.

Policy 1.3.1.2: Capitalize on intergovernmental coordination and technical assistance opportunities City, including coordination with the Florida Department of Transportation (FDOT) regarding access management, transit, parking, and streetscaping proposals.

Policy 1.3.1.3: Encourage the integration of attractive, comfortable, and convenient transit shelters into site planning along appropriate corridors.

Policy 1.3.1.4: ~~Lauderdale Lakes shall continue to~~ Require the dedication of easements and rights-of-way to acquire suitable land for utilities and transportation facility development.

Policy 1.3.1.5: ~~The Lauderdale Lakes Land Development Regulations shall~~ Encourage pedestrian and bicycle travel by providing for exceptional pedestrian and bicycling infrastructure including, but not limited to:

a. wide, continuous and well-maintained sidewalks and bike ways adequately separated from traffic; shade provided through street trees, awnings, arcades or the like;
b. a high degree of natural surveillance opportunities from roadways and adjacent businesses and residences (via buildings built close to the street with front porches and balconies, and large, frequent window openings) to enhance safety;
c. adequate lighting for way finding and safety; way finding signage; engaging streetscapes; safe and convenient bicycle lock-ups;
d. frequent shelter opportunity from wind and wind-driven rain; workplaces with shower and changing facilities; and
e. an array of businesses and services distributed along pedestrian and bicycle routes that cater to pedestrians and bicyclists, such as bicycle repair stores, bicycle and scooter rental stores, and food and beverage stores.

Policy 1.3.1.6: ~~The City of Lauderdale Lakes shall, through its Land Development Regulations,~~ Encourage, in its Land Development Regulations, the use of sidewalks, bikeways, lighting, surface treatments, narrower vehicle lane widths, signs and signals to help slow traffic on neighborhood streets, to encourage pedestrian-friendly uses.

Policy 1.3.1.7: The City of Lauderdale Lakes shall, through its Land Development Regulations, promote pedestrian orientation by providing for pedestrian linkages between developments and neighborhoods.

Policy 1.3.1.8: Implement Land Development Regulations to form the basis for access control regulations for the protection of the regional roadway network and Broward County Trafficways Plan.

Policy 1.3.1.9: At the time of plat recordation rights-of-ways shall be conveyed to the public by deed or easement sufficient to address the impact of development on transportation needs and to meet the requirements of the Broward County Trafficways Plan.

Policy 1.3.1.10: Adopt and implement Land Development Regulations to provide for the reservation and acquisition of rights-of-way sufficient to meet the requirements of the Broward County Trafficways Plan.

Policy 1.3.1.11: Protect transportation corridors identified on the Broward County Trafficways Plan by requiring development to be set back from identified rights-of-way when issuing development orders, and providing for an administrative relief process to ensure such setbacks does not deny all beneficial use of the property proposed for development.

GOAL 1.4: Balance land use and revitalization efforts with proactive approaches to energy efficiency, sustainability, hazard mitigation, and resource protection.

OBJECTIVE 1.4.1: The City of Lauderdale Lakes shall support the State's efforts to reduce greenhouse gas emissions and to promote energy efficiency and conservation through the development and implementation of local policies and programs.

~~**Monitoring and Evaluation:**~~

~~**-The effectiveness of the following policies at reducing greenhouse gas emissions and promoting energy efficiency shall be monitored and evaluated every seven years in conjunction with the City of Lauderdale Lakes' Evaluation and Appraisal Report (EAR).**~~

~~**-Evaluate the effectiveness of information and resources provided to residents to make sure they are utilized.**~~

Policy 1.4.1.1: The City of Lauderdale Lakes shall support the State's efforts to reduce greenhouse gas emissions and to promote energy efficiency and conservation through the development and implementation of local policies and programs.

Policy 1.4.1.2: Review the Lauderdale Lakes Land Development Regulations to identify any regulatory barriers to promoting green building (e.g., prohibition of photovoltaic panels). Upon identification of regulatory barriers to said program, the City shall amend the Land Development Regulations as necessary to support energy efficiency and the use of renewable energy resources while continuing to ensure compatibility and a high standard of development.

Policy 1.4.1.3: Update the Lauderdale Lakes Land Development Regulations to support residential and commercial construction that meets the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) rating system, the Green Building Initiative's Green Globes rating system, the Florida Green Building Coalition standards, or another nationally or state recognized, high-performance green building rating system as recognized by the City Manager or designee.

Policy 1.4.1.4: The Community Development Services Department shall encourage residents, businesses, and developers to embrace low impact development practices including green buildings by providing readily-available information and resources to these parties. Information and resources may include how-to-guides or information on available funding sources for green development or energy efficient improvements (e.g., tax credits, low interest loans, grants).

Policy 1.4.1.5: Amend the Lauderdale Lakes Land Development Regulations to include incentives (e.g., expedited review process, density/intensity bonus) for constructing green-certified buildings or implementing low impact development practices as identified by the City of Lauderdale Lakes.

Policy 1.4.1.6: Continue to support the efforts of local utility providers to reduce energy and water consumption of residences and businesses in the City of Lauderdale Lakes.

Policy 1.4.1.7: Encourage development with energy conserving design that is consistent with the sustainable development policies of the Conservation Element including but not limited to

energy and environmental conservation and water reuse best practices. The City of Lauderdale Lakes will coordinate with Broward County to pursue the establishment of mandatory reuse zones in order to require the use of ~~for~~ reclaimed water for irrigation, when source water is available, with the goal of reducing demands on the Biscayne Aquifer.

Policy 1.4.1.8: Implement a Tree Inventory and Planting Program, as described in the Conservation Element to replace tree canopy lost to storms, to enhance the appearance and property values of residential neighborhoods, to reduce energy demand, to facilitate pedestrian and bicycle travel, and to contribute to an enticing business environment.

Policy 1.4.1.9: Coordinate with Broward County ~~for~~ in reviewing all proposed development with respect to the potential for related impacts to the regional air quality, negative impacts eliminated or effectively mitigated.

Policy 1.4.1.10: Landfills and resource recovery facilities shall be planned to minimize impacts on adjacent existing or planned uses.

OBJECTIVE 1.4.2: To ensure the protection of natural resources and a climate-resilient future.

~~**Monitoring and Evaluation:**~~

~~**The adoption and enforcement of standards and regulations that protect natural resources and consider resiliency against the impacts of climate change.**~~

Policy 1.4.2.1: Protect wellfields in accordance with Broward County's Wellfield Protection Ordinance.

Policy 1.4.2.2: Prohibit industrial uses within Wellfield Protection Zones of Influence consistent with Broward County regulations.

Policy 1.4.2.3: When it is determined to be practical and financially feasible, the availability of sanitary sewer service, or plans to extend or provide such service, shall be a primary consideration when amendments to the Broward County Land Use Plan for increased densities and intensities are proposed and the City shall require land uses currently on septic systems to be connected to central wastewater treatment facilities, with priority given to those land uses in proximity to surface waters. New septic tanks shall only be permitted by the Florida Department of Health as consistent with Broward County's Water, Sanitary Sewer, and Septic Tank Ordinance and with the requirements of the Florida Statutes and the Florida Administrative Code.

Policy 1.4.2.4: Ensure adequate pervious surface areas throughout the City of Lauderdale Lakes to promote natural groundwater recharge and filtration through the City's Land Development Regulations.

Policy 1.4.2.5: Encourage the preservation of open space areas. Amendments to the Lauderdale Lakes Land Use Plan, which would result in the loss of open space shall be strongly discourages and be required to address how open space and recreation needs of the existing and projected residents of the community will be met, including ~~evaluated to determine how the applicant will provide equivalent or better open space and recreation facilities to meet the level of service requirements, and~~ how the negative impacts of the loss of open space on surrounding neighborhoods will be minimized or mitigated.

Policy 1.4.2.6: Incorporate designs which are environmentally sensitive (i.e. reduction of impervious surfaces, alternative pavement materials for overflow parking lots).

Policy 1.4.2.7: To minimize soil erosion on new construction sites, the Land Development Regulations ~~City of Lauderdale Lakes~~ shall continue to require treatments and other measures consistent with Chapter 27 of the Broward County Code.

Policy 1.4.2.8: No new solid-fill transportation facilities or similar structures shall be permitted within Broward County's identified water conservation areas without provisions for maintaining the freshwater sheet flow.

Policy 1.4.2.9: The City of Lauderdale Lakes' Land Development Regulations shall require protective measures such as restrictions regarding blasting, noise, and air quality as well as fencing during excavation and shall provide that slopes be maintained after excavation of mining pits to provide for shallow water aquatic habitat, in order to protect the health, safety and welfare of Broward County's residents.

OBJECTIVE 1.4.3: Lauderdale Lakes shall assess its risk of hazards and reduce its exposure to natural and manmade disasters through proactive mitigation.

~~**Monitoring and Evaluation:**~~

~~**-Complete a hazard and risk exposure evaluation and mitigation action plan.**~~

~~**-Re-evaluate impact from sea-level rise every 7 years; no impact is projected through 2040.**~~

Policy 1.4.3.1: Continue to enforce the City of Lauderdale Lakes' flood damage prevention Land Development Regulations and the flood resistant construction provisions of the Florida Building Code, including minimum base flood elevation requirements.

Policy 1.4.3.2: Evaluate participation in the National Flood Insurance Program Community Rating System to reduce insurance premiums for residents.

Policy 1.4.3.3: Seek funding and partnerships to include blue green infrastructure components in parks or facilities in flood prone areas and adjacent to canals.

Policy 1.4.3.4: In conjunction with Broward County, develop and implement post-disaster redevelopment and hazard mitigation land use controls and development regulations including strong preventive measures, to protect the health, safety and welfare of City of Lauderdale Lakes' current and future residents.

Policy 1.4.3.5: Coordinate with Broward County on the adoption of a countywide long-term recovery and redevelopment strategy, which focuses on immediate recovery needs and establishes an orderly process for reviewing private and public redevelopment proposals to restore the economic and social viability of the community in a timely fashion.

OBJECTIVE 1.4.4: The City of Lauderdale Lakes shall continue to identify and protect structures and sites that are historically, culturally, or archaeologically significant.

~~**Monitoring and Evaluation:**~~

~~**-At least once every seven years, the City of Lauderdale Lakes shall review the Florida**~~

~~**Master Site File and National Register of Historic Places to determine if there are any**~~

~~**historically and archaeologically significant resources within the City.**~~

Policy 1.4.4.1: Maintain a current list of all ~~an inventory of~~ historically, architecturally, and archeologically significant properties and address the protection of these historic resources. ~~and protect those structures and sites from degradation and loss.~~

Policy 1.4.4.2: Continue to consider the impacts of land use plan amendments on ~~implement procedures in the Lauderdale Lakes Land Development Regulations to ensure the continued protection of~~ historically, architecturally, archaeologically, and paleontologically significant resources.

Policy 1.4.4.3: ~~The City shall~~ Draw upon information contained of the Broward County Historical Commission, the Florida Master Site File, and the National Register of Historic Places to help identify potential historical, architecturally, and archaeological significant resources in the City.

Policy 1.4.4.4: Continue to coordinate resource protection activities with applicable state and federal laws.

OBJECTIVE 1.4.5: The City shall protect and enhance the natural qualities of Lauderdale Lakes' canal system and groundwater.

Policy 1.4.5.1: ~~The City of Lauderdale Lakes shall~~ Require all development in the flood hazard areas to comply with the provisions of the City's Flood Prevention and Protection Ordinance.

Policy 1.4.5.2: All new development and redevelopment projects shall be designed to minimize the introduction of pollutants into stormwater runoff, to the maximum extent practicable, as well as minimize the amount of runoff through the incorporation of appropriate best management practices.

2. TRANSPORTATION ELEMENT

Purpose

The purpose of the Transportation Element is to address mobility issues in relationship to the size and character of the City, with an emphasis on public and multi-modal transportation mediums which are safe, convenient, and coordinated. As required by section 163.3177(6)(b), Florida Statutes, the Transportation Element endeavors to ensure transportation concurrency and efficiency, while also preserving the character and wellbeing of the City. A major thrust of this Element is to coordinate current and planned transportation facilities (local, county, and state-maintained) with existing and future land uses so that all users of the transportation system, including pedestrians, bicyclists, bus and rail transit riders, automobile drivers, and the transportation disadvantaged, can be better served. As the population of the City, and Broward County as a whole, continues to increase, the availability of safe, convenient, environmentally friendly, and scalable transportation modes will become increasingly vital to the region.

GOAL 2.1: ~~To~~ Develop and maintain a multi-modal transportation system that serves all members of the community, including the transportation disadvantaged, in a safe, efficient, convenient, environmentally-responsible, and aesthetically pleasing manner.

OBJECTIVE 2.1.1: ~~To~~ Maintain and improve the current roadway network in Lauderdale Lakes, consisting of arterials, collectors, and local roads, and to meet all adopted level of service standards and safety requirements.

~~**Monitoring and Evaluation:**~~

~~**• The number of roadway segments that fail to meet adopted level of service and safety standards.**~~

Policy 2.1.1.1: ~~The City adopts~~ Maintain the following level of service (LOS) standards for ~~its~~ City roadway network consisting of arterials, collectors, and local roads:

1. For Local Roads: LOS C Peak Hour
2. For Local and County Collectors: LOS D Peak Hour
3. For County and State Arterials (non-TRIP funded facilities): LOS D+75% Peak Hour, Adopted per Broward County Transportation Element of Comprehensive Plan.
4. For FIHS/SIS Facilities and all other facilities: LOS D, Adopted per FDOT Rule Chapter 14-94

Policy 2.1.1.2: ~~The City shall~~ Obtain traffic count information for ~~its~~ local roadways and collectors at least once every five years ~~in order~~ to evaluate whether the City is maintaining its adopted roadway ~~City is maintaining its adopted roadway~~ ~~level of service~~ LOS ~~standards~~ and to identify deficiencies in the roadway network that can be addressed with alternative transportation modes.

Policy 2.1.1.3: ~~The City shall~~ Coordinate with county and state agencies to evaluate the adopted roadway ~~level of service~~ LOS standards and ensure ~~the extent feasible that the level of service standards are being maintained on state and county roadways within the City~~ the maintenance of adopted LOS standards on local roadways.

Policy 2.1.1.4: ~~The City shall~~ Survey and document street signing and pavement markings to determine needs and deficiencies at least every two years.

Policy 2.1.1.5: ~~The City shall~~ Implement traffic calming strategies in its neighborhoods ~~where appropriate~~ to discourage cut-through traffic and preserve ~~the multi-functional nature of local streets~~ multi-modal and pedestrian friendly streets.

Policy 2.1.1.6: Regulate roadway and driveway connections and access points consistent with the Florida Department of Transportation (FDOT) and Broward County access management standards.

Policy 2.1.1.7: ~~Lauderdale Lakes will continue to~~ Ensure provisions of safe and convenient on-site and off-site traffic flow through its platting and site plan review approval process.

Policy 2.1.1.8: Protect the integrity of Broward County and regionally significant right of ways, as depicted in the Broward County Planning Council Trafficways Map.

~~The City adopts by reference, the Broward County Planning Council "Trafficways Map" as part of the City's Transportation Element and shall protect the rights of way identified on the Map.~~

Policy 2.1.1.9: ~~The City shall~~ Routinely evaluate the Broward County Metropolitan Planning Organization (MPO) collector roadways ~~shown~~ within the City ~~and~~ to determine whether any additional roadways should be included or deleted from the Trafficways Plan.

Policy 2.1.1.10: ~~The City, as consistent with Broward County Transportation Element Policy 3.4.18, will~~ Coordinate with Broward County and implement strategies that facilitate local traffic use of alternatives to the Florida Interstate Highway System (FIHS) to protect ~~its~~ interregional and interstate function and ~~to~~ mitigate ~~its current~~ adverse impacts on the Strategic Intermodal System (SIS)/FIHS facilities which ~~failing~~ fail the City's adopted ~~level of service~~ LOS standards ~~aforementioned in Policy 1.1.1 of this element~~.

OBJECTIVE 2.1.2: ~~To~~ Develop and maintain a safe, reliable and convenient community bus transit system consisting of buses, bus stops, bus benches and shelters, transit stations, signage, paths, routes and destinations to serve all riders including the transportation disadvantaged and the special needs population.

~~**Monitoring and Evaluation:**~~

~~**• Percentage of trip needs satisfied in a safe, comfortable, reliable, and time efficient manner.**~~

Policy 2.1.2.1: ~~The City adopts~~ Maintain the following bus transit ~~level of service~~ LOS standards ~~pertaining~~ in coordination with ~~to~~ Broward County Transit (BCT) operations and Broward County's Transportation Concurrency Management Area (TCMA) Central District:

1. Increase transit ridership 10%;
2. Maintain bus shelters at all bus stop locations;
3. Maintain average fleet age of 6 years or less;
4. Expand network of Adaptive Traffic Signal Control technology;
5. Maintain a maximum vehicular traffic volume 75% above the adopted LOS standards;
6. Ensure adequate transit maintenance infrastructure to accommodate fleet demand;
7. Study and develop two additional intermodal transit centers;
8. Increase fixed-route fleet to support new and expanded service;
9. Procure up vehicles necessary to support Community Bus shuttle operations; and

10. Maintain a minimum LOS of 30-minute peak hour headways on 60% of bus routes.

~~1. Overall, increase number of bus stop shelters by 25 percent from FY 2009 to FY 2013.~~

~~2. In the Central District, maintain headways of 30 minutes or less on 80% of routes. Establish and maintain service at one or more neighborhood transit centers. Reduce traffic signal communication failures by 50% by FY 2013. Increase peak-hour weekday fixed-route transit ridership by 19 percent from FY 2009 to FY 2013. Maintain the current number of community bus routes (24) through 2013.~~

Policy 2.1.2.2: Maintain public transit LOS standards consistent with standards established by BCT and TCMA.

~~The City shall utilize the transit level of service standards aforementioned in Policy 1.2.1 of this element for the purposes of maintaining transit concurrency in Lauderdale Lakes.~~

Policy 2.1.2.3: Work cooperatively with BCT in implementing the Broward County concurrency credit system.

~~The City shall support the BCT concurrency credit system.~~

Policy 2.1.2.4: ~~The City shall continue to~~ Fund and ensure the continued ~~operate~~ operation of a community bus transit service ~~as a means to~~ to supplement BCT ~~operations and improve mobility within Lauderdale Lakes~~.

Policy 2.1.2.5: Engage in an analysis of the community bus transit service to identify areas of improvement and potential service deficiencies at least once per five years.

~~The City shall evaluate whether the community bus transit system is meeting the needs of all members of the community at least once every five years.~~

Policy 2.1.2.6: ~~The City shall continue to improve the~~ Implement continuous improvement in the community bus transit system as a means to improve mobility within Lauderdale Lakes.

Policy 2.1.2.7: Prioritize maintenance and investments in the community bus transit service for the Community Redevelopment area.

~~The City shall ensure that the Community Redevelopment Area (CRA) is served by the community bus transit service.~~

Policy 2.1.2.8: Maintain transit shelters and community amenities in the Local Activity Center to encourage transit usage and ridership.

~~The City shall construct well-designed transit shelters in the Local Activity Center to encourage transit usage.~~

Policy 2.1.2.9: ~~The City's community bus service shall continue to assist~~ Prioritize the provision of transit service to all riders, ~~including~~ particularly those in the most need, such as the transportation disadvantaged and residents who are participating in the City's recreation and social programs.

Policy 2.1.2.10: Direct development through future land use designations to establish major trip generating land uses along transportation corridors served by BCT and the community bus transit service.

~~The Future Land Use Map shall continue to direct major trip generators and attractors to corridors served by Broward County Transit.~~

OBJECTIVE 2.1.3: ~~To~~ Develop and maintain a quality bicycle network consisting of buffered bicycle lanes ~~and~~, multiuse pathways, bicycle parking racks, and destinations.

~~**Monitoring and Evaluation:**~~

~~**• Periodic assessment of whether all sectors of the community have safe and convenient access to the bicycle network, and whether the bicycle network allows users to reach destinations in a safe, convenient and comfortable manner.**~~

Policy 2.1.3.1: The City shall adopt standards for its bicycle network that address connectivity, convenience and safety. ~~by December, 2012~~.

Policy 2.1.3.2: Engage in an analysis of the City bicycle transportation facilities network to identify areas of improvement and potential infrastructure deficiencies to guide prioritization of capital improvements projects at least once per five years.

~~The City shall evaluate whether the bicycle network in Lauderdale Lakes is meeting the needs of all sectors of the community at least once every five years.~~

Policy 2.1.3.3: Implement identified opportunities for expansion of the bicycle transportation facilities network that provide bicycle transportation facilities to areas of the community not served by safe designated buffered cycling lanes, multi-use pathways, and sites related to bicycle parking and storage.

~~The City shall continue to improve the existing bicycle network as a means to improve mobility within Lauderdale Lakes.~~

Policy 2.1.3.4: ~~The City shall continue to improve the~~ Implement continuous improvement to the existing bicycle transportation facilities network as a means to improve mobility and encourage non-motorized transportation modes within the City of Lauderdale Lakes.

Policy 2.1.3.5: ~~The City shall develop a bicycle network that is coordinated with~~ Maintain a concurrent and coordinated bicycle transportation facilities network with Broward County's countywide bicycle network system~~,~~ and ~~as appropriate the~~ Broward County Greenways Master Plan.

OBJECTIVE 2.1.4: ~~To~~ Develop and maintain a safe and convenient pedestrian-scale transportation facilities network consisting of pedestrian paths, ~~and~~ trails, buffering, shading and shelters, pedestrian scale street lighting, and ~~destinations~~ multi-modal connectivity to meaningful and convenient destinations.

~~**Monitoring and Evaluation:**~~

~~**• Periodic assessment of the pedestrian network to determine if all sectors of the community have safe and convenient access to the pedestrian network, and whether the pedestrian network allows users to reach destinations in a safe, convenient, and comfortable manner.**~~

Policy 2.1.4.1: ~~The City shall adopt~~ Continue to adopt standards for ~~it's the~~ pedestrian-scale transportation facilities network that ~~address~~ encourages and incentivizes pedestrian connectivity, convenience and safety ~~by December, 2012~~.

Policy 2.1.4.2: Engage in an analysis of the City pedestrian-scale transportation facilities network to identify areas of improvement and potential infrastructure deficiencies to guide prioritization of capital improvements projects at least once per five years.

~~The City shall evaluate whether the pedestrian network in Lauderdale Lakes is meeting the needs of all sectors of the community at least once every five years.~~

Policy 2.1.4.3: ~~The City shall continue to improve the~~ Implement continuous improvement to the existing pedestrian-scale transportation facilities network as a means to improve mobility and encourage walking as a viable transportation mode within the City of Lauderdale Lakes.

Policy 2.1.4.4: ~~Lauderdale Lakes shall consider~~ Encourage the installation of safe buffered pedestrian and multi-use pathways in ~~the planning of future arterial roadways by amending the City's LDRs as necessary by June, 2012 to require sidewalks adjacent to~~ all new developments and redevelopments.

OBJECTIVE 2.1.5: ~~**To**~~ **Minimize conflicts between modes of travel and provide for a well-integrated multi-modal transportation system.**

~~**Monitoring and Evaluation:**~~

~~**• Implementation of system design regulations that require modal paths to be clearly defined and demonstrate a hierarchy of use at all locations in the City.**~~

Policy 2.1.5.1: ~~The City shall~~ Engage in an analysis of the City's transportation facilities to identify existing conflicts between modes of travel ~~within Lauderdale Lakes~~ and mitigate ~~these~~ conflicts through ~~improved system design~~ policy recommendations to guide prioritizing transportation capital improvements projects.

Policy 2.1.5.2: ~~The City shall~~ Maintain existing, and ~~design and construct~~ develop transportation facilities using ~~different~~ vibrant and aesthetically pleasing colors, materials, and textures to create a hierarchical interconnected network of multi-use paths consistent with the FDOT Design Manual and the Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways 2023.

Policy 2.1.5.3: ~~The City shall~~ Investigate the feasibility of developing multi-modal transfer stations at strategic locations throughout the City to ~~allow users to switch~~ facilitate a seamless transition between modes of travel.

Policy 2.1.5.4: ~~The City shall continue to~~ Ensure transportation concurrency by integrating transportation planning activities with land use planning activities.

Policy 2.1.5.5: ~~The City shall~~ Explore opportunities ~~to~~ develop structured public parking within strategic locations in the CRA and provide for reduced on-site parking requirements for developments within ¼ mile of aforementioned parking.

Policy 2.1.5.6: ~~Future parking facilities in the~~ Require ~~CRA shall be developed as~~ parking facilities to be structured parking ~~whenever feasible~~ when possible, and work to eliminate inefficient parking lots within the CRA.

OBJECTIVE 2.1.6: ~~To~~ Maintain and develop a transportation system that is environmentally responsible, ensures economic sustainability, and is aesthetically pleasing.

~~**Monitoring and Evaluation:**~~

~~**• This objective will be monitored and evaluated by its implementing policies.**~~

Policy 2.1.6.1: ~~The City shall adopt design standards by December 2012 for~~ Implement standards for structured parking to ensure that it is attractive, safe, and convenient, and identify areas where on-street parking can be located.

Policy 2.1.6.2: Minimize the frontage space dedicated to automobiles and automobile-centered activities to minimize conflict points with, and encourage the use of non-motorized transportation modes.

~~The City shall adopt design standards by December 2012 for structured parking to ensure that it is attractive, safe, and convenient, and identify areas where on-street parking can be located.~~

Policy 2.1.6.3: ~~The City shall~~ Integrate urban design with transportation planning to ensure that the transportation system is both aesthetically pleasing ~~in addition to being~~ and functional.

Policy 2.1.6.4: ~~The City shall~~ Maintain and develop a transportation system that allows users to reach destinations by non-polluting modes of travel.

Policy 2.1.6.5: Transition all City-owned automobiles to electric or ultra-low emissions vehicles by the year 2035 planning horizon.

Policy 2.1.6.6: ~~The City shall~~ Utilize the highway capacity methodology or other ~~acceptable~~ best practice methodologies endorsed by the Broward County MPO and approved by the Broward County Board of County Commissioners to determine the capacities and levels of service on appropriate roadways.

Policy 2.1.6.7: ~~The City shall~~ Maintain a~~n updated~~ concurrency management system consistent with Broward County to ensure that adopted transportation level of service standards are maintained.

Policy 2.1.6.8: ~~The City shall~~ Allow “de minimus” exemptions to its transportation concurrency level of service standards consistent with Chapter 163.3180(6).

Policy 2.1.6.9: ~~The City shall~~ Allow ~~developers in certain circumstances~~ proposed developments to satisfy transportation concurrency requirements by making proportionate fair-share contributions, consistent with Chapter 163.3180(16).

Policy 2.1.6.10: ~~The City shall~~ Maintain and develop a multimodal system within the CRA that reduces transportation costs and promotes new business growth.

Policy 2.1.6.11: ~~The City shall~~ Protect and stabilize neighborhoods within designated redevelopment areas by implementing transportation management strategies such as traffic calming.

Policy 2.1.6.12: ~~The City shall continue to~~ Coordinate ~~its~~ redevelopment efforts with the transportation plans and programs of Broward County Commission, MPO, Planning Council, and FDOT.

Policy 2.1.6.13: ~~The City shall~~ Actively participate in the State Road 7/US 441 Collaborative in order to efficiently coordinate future redevelopment projects proposed within the corridor.

Policy 2.1.6.14: Encourage new development and redevelopment within the adopted Urban Redevelopment Area ~~shall be encouraged~~ to adhere to the following guidelines designed to promote transportation alternatives to the single-occupant automobile and increase the usage of public transit, bicycle and pedestrian facilities within the Urban Redevelopment Area:

GUIDELINES FOR EVALUATING DEVELOPMENT/REDEVELOPMENT PROPOSALS WITHIN THE ADOPTED URBAN REDEVELOPMENT AREA

In order for the City to facilitate and evaluate development/redevelopment proposals requiring a development permit located in the adopted Urban Redevelopment Area,

the City shall determine if the applicant has committed to providing at least three of the alternatives for mitigating developments traffic impact listed in Group A and a

minimum of three alternatives listed in Group B. The City shall review all applications for development orders with the Urban Redevelopment Area, including site plans and

plats, according to this list and further request that the applicant be legally bound to these alternatives by a Developer's Agreement approved by the City Attorney.

ALTERNATIVES FOR MIGATING DEVELOPMENTS TRAFFIC IMPACT

GROUP A

Check Three Items

_____ 1. Install a bikeway or sidewalk in accordance with the Comprehensive Plan to service the Urban Redevelopment Area.

_____ 2. Provide ongoing staggered work hours and encourage employee travel during "off-peak" hours.

_____ 3. Provide automobile parking controls and pricing policies which give priority to transit or high occupancy vehicle travel.

_____ 4. Provide ongoing employee shuttle service from nearby public transportation modes or contract with a "Jitney service".

_____ 5. Financially subsidize public transportation usage by employees.

_____ 6. Install a bus pullout bay within the Urban Redevelopment Area.

GROUP B

Check Three Items

_____ 1. Provide a frontage road parallel to the adjacent arterial corridor in accordance with City and County standards, or submit a legal cross access easement with the adjacent property owner as the opportunity arises.

_____ 2. Reduce the number of driveways providing ingress and egress along the adjacent trafficway.

_____ 3. Provide a monthly maintenance program to power sweep parking lots.

_____ 4. Provide greater than 25 percent additional trees or increase the minimum diameter at diameter breast height (DBH) of trees within the property by 25 percent.

_____ 5. Up to two additional mitigation options provided by applicant and accepted by the City.

_____ _____ Additional Item

_____ _____ Additional Item

_____ 6. In lieu of providing off-site improvements, the developer may contribute to the City a fair share of the costs necessary to construct one or more of the above described

improvements, based on valuation by City engineers/consultants. These funds must be used in the Urban Redevelopment Area.

In addition, the applicant shall submit with the final site plan package a report prepared by a registered traffic engineer that shall include data and analysis demonstrating that consideration has been given to both short and long range impacts of the proposed development on FIHS. The City's engineers shall review said report and, if a negative impact is found on FIHS, the City Commission shall not approve a development order, unless affirmative mitigation measures have been recommended by FDOT.

3. HOUSING ELEMENT

Purpose

The purpose of the Housing Element is to ensure the provision of adequate and affordable housing for all current and projected residents of the City of Lauderdale Lakes. As required by Section 163.3177(6)(f)1., Florida Statutes, the Housing Element endeavors to support the Future Land Use Element in facilitating the development, redevelopment, maintenance, and affordability of the City's housing stock. This is a vital role in ensuring the City's long-term economic viability, sustainability, and resilience.

GOAL 3.1: ~~**To**~~ **Provide a choice of safe, sustainable, and decent housing in a variety of unit types to accommodate the needs of the City's present and future residents.**

OBJECTIVE 3.1.1: ~~**The City shall continue to ensure that**~~ **Provide for the preservation of the existing housing stock** ~~**is preserved**~~ **through rehabilitation, and encourage residents to improve upon the structural and aesthetic integrity of the dwelling units.**

~~**Monitoring and Evaluation:**~~

~~**• Create easily accessible information on rehabilitation programs offered by the County.**~~

~~**• By 2010, assist at least 30 families through local and state rehabilitation funds.**~~

~~**• Creation of a residential enhancement program by January 2011.**~~

~~**• Creation of a volunteer housing rehabilitation program to assist the elderly and those with special needs by June 2011.**~~

Policy 3.1.1.1: Continue to seek funds, when available, from local, State and Federal agencies to enhance and revitalize the existing housing stock.

Policy 3.1.1.2: Continue to participate in programs such as the Community Development Block Grant (CDBG) program offered by the Broward County Office of Housing Finance to assist with housing rehabilitation and to assist property owners in making the necessary repairs to their homes.

Policy 3.1.1.3: ~~The City should encourage~~ Maintain and develop programs that encourage and incentivize homeowners to maintain a high aesthetic standard for ~~their~~ properties in the community ~~by~~ through initiatives such as:

1. Implementing a façade improvement program; ~~and~~
2. Developing a volunteer housing rehabilitation program to assist the elderly and those with special needs in making minor repairs to their homes. Projects ~~could~~ may include painting, landscaping, swale maintenance, gutter cleaning, basic plumbing and other minor repair tasks;
3. Foster a strong sense of community involvement by organizing clean-up events to pick up trash; and
4. Partner with non-profit and community shareholders to aid in landscaping, rehabilitation, and remodeling of homes in a poor state of repair.

Policy 3.1.1.4: ~~The City shall~~ Utilize preservation and rehabilitation programs ~~as the primary means of~~ to protect the City's stock of affordable housing and workforce housing. ~~protecting its affordable housing stock.~~

Policy 3.1.1.5: ~~By January 2011, the City should create~~ Maintain a residential enhancement program to accomplish citywide residential improvement and communicate the benefits of engaging in the redevelopment process.

Policy 3.1.1.6: Utilize Community Redevelopment Agency (CRA) TIF funds to create a housing rehabilitation revolving loan program that is targeted to the improvement of housing for the very low, low and moderate income households as outlined in the updated Redevelopment Plan. ~~The program should be extended to owners of rental property in an effort to preserve current affordable rentals."~~

OBJECTIVE 3.1.2: ~~To~~ Ensure that all substandard units are either eliminated or renovated to ~~meet minimum building code standards~~ be consistent with Land Development Regulations ~~in order~~ to ensure safe and decent dwelling units and enhance the aesthetic quality of the community.

Policy 3.1.2.1: ~~The City shall continue to~~ Provide support to code enforcement through the budgetary allocation~~s~~ process.

Policy 3.1.2.2: ~~The City shall update the housing and subdivision regulations in the City's Land Development Code~~ Implement Land Development Regulations to maintain and enhance the quality of housing and promote stabilization of neighborhoods.

Policy 3.1.2.3: ~~The City shall continue to~~ Participate in the CDBG Program and explore the availability of utilizing federal, state, and local subsidy programs to upgrade substandard units.

Policy 3.1.2.4: ~~The City shall establish~~ Maintain a Citizens Code Education Team to work with existing neighborhood associations for the following purposes:

1. Public awareness campaigns to understand the values of code compliance;
2. Negotiate compliance remedies;
3. Advise code violators of available and valid alternative remedies; and
4. Report chronic cases of code violation.

Policy 3.1.2.5: ~~By December 2012, the Code Enforcement Department should implement~~ Maintain a property information system database to track deficiencies in housing, buildings at risk of abandonment, code violations, tax arrearages and crime complaints.

OBJECTIVE 3.1.3: ~~To ensure~~ Provide for an adequate balance of housing in the redevelopment area and encourage mixed income and higher rate market housing, thereby providing a range of options to diversify the City's current housing stock.

Policy 3.1.3.1: ~~In recognition that the City provides approximately 34 percent of Broward County's housing for very low and low income residents and to the extent allowed by market trends, the City shall~~ Encourage the development of mixed income housing and market rate housing by continuing to pursue higher rate housing through an aggressive marketing and Request For Proposals (RFP) process.

Policy 3.1.3.2: ~~The City shall~~ Establish areas for implementing mixed-used zoning regulations that will permit higher densities and intensities for residential mixed-used developments, as well as reduced standards for parking.

Policy 3.1.3.3: ~~The City shall establish~~ Implement regulatory and financial incentives for property owners to voluntarily change or convert their properties in the CRA district to the Redevelopment Plan~~'s~~ recommended use.

Policy 3.1.3.4: ~~While seeking to increase the property values, tax base and quality of life for the residents, the City should~~ Maintain the unique and positive cultural character of the neighborhoods and ~~discourage widespread~~ mitigate gentrification of neighborhoods.

Policy 3.1.3.5: ~~The City shall~~ Utilize flex and reserve unit allocations ~~as needed and as available~~ to accommodate ~~additional~~ housing ~~units to serve its~~ demands for the ~~future~~ projected population.

Policy 3.1.3.6: ~~Through mixed-use redevelopment activities, the City shall~~ Encourage workforce housing and affordable housing that is accessible to employment opportunities, shopping, and public transportation, incorporating the mobility principles outlined in the Citizen's Master Plan.

Policy 3.1.3.7: ~~The City should develop urban design guidelines, specifically to encourage~~ Facilitate redevelopment which creates well-planned, compact, mixed-use communities that provide a variety of housing that are designed with consideration of existing and planned infrastructure, including recreation and open space.

Policy 3.1.3.8: ~~The City will locate~~ Focus housing development and redevelopment along urban corridors with increased connectivity to transit as outlined in the Citizen's Master Plan.

OBJECTIVE 3.1.4: Provide uniform and equitable treatment to those persons displaced or relocated by public action.

Policy 3.1.4.1: ~~The City staff shall~~ Provide coordination and educational assistance to its residents prior to being displaced or relocated due to public action.

Policy 3.1.4.2: ~~The City shall~~ Provide assistance in accordance with its relocation policy and Federal Uniform Relocation Assistance Act to persons displaced as a result of redevelopment initiatives.

OBJECTIVE 3.1.5: ~~To~~ Maintain a range of affordable housing opportunities to accommodate the City's present and future population, particularly through the preservation of the current affordable housing stock in the City.

Policy 3.1.5.1: Endeavor to co-locate affordable housing and workforce housing opportunities ~~shall be located~~ in proximity to major employment and transit centers.

Policy 3.1.5.2: ~~The City should ensure~~ Facilitate the availability and equitable distribution of affordable housing for very low, low and moderate income households.

Policy 3.1.5.3: ~~Lauderdale Lakes shall C~~onsider the effect of land development regulations and permitting procedures on affordability of housing and:

1. Minimize excessive and unnecessary duplication;
2. Take appropriate actions to support the affordability of new and renovated housing; and
3. Continue to offer incentives such as expedited review or fee waivers for affordable housing projects.

Policy 3.1.5.4: ~~The City shall make available~~ Provide availability, pricing, location, and other relevant and important information to very low, low and moderate income families information ~~concerning~~ regarding affordable housing and workforce housing opportunities and programs within the City.

Policy 3.1.5.5: ~~The City shall pursue and~~ Assist private developers by such mechanisms as leveraging funds to identify vacant land for quality owner-occupied housing in exclusive or mixed-use districts.

Policy 3.1.5.6: ~~The City should conduct a study to~~ Engage in annual analysis to quantify the number of affordable housing units available within the City and study the proportional relationship between units offered in the City and those available County-wide.

Policy 3.1.5.7: ~~The City shall continue to establish~~ Implement alternative roadway LOS standards to encourage and expand employment and affordable and workforce housing opportunities for very low, low moderate and moderate income housing.

Policy 3.1.5.8: ~~The City should~~ Designate a representative to coordinate with local and regional agencies such as the South Florida Regional Planning Council to identify housing needs and strategies for housing attainment and affordability on a regional basis.

Policy 3.1.5.9: Consider the provision of affordable housing in terms of necessary infrastructure, and the extent of incorporating affordable housing and workforce housing costs in proposed residential and mixed-use developments and redevelopments in designating Future Land Uses and evaluating proposed developments and redevelopments.

~~Decisions regarding proposed development shall consider the ability of the proposal to provide affordable housing and shall treat affordable housing as infrastructure to the extent that the cost of affordable housing is factored into proposed developments that create the need for affordable housing.~~

Policy 3.1.5.10: Encourage employers to offer assistance in meeting the housing needs of employees who are cost-burdened.

OBJECTIVE 3.1.6: ~~The City will continue to allow for~~ Provide for adequate ~~sites for the location of~~ availability of foster care facilities, groups homes and special needs housing as licensed by the appropriate Florida agencies.

Policy 3.1.6.1: Maintain Land Development Regulation consistency with Broward County, South Florida Regional Planning Council, and State of Florida regulations for health and safety for the operation of foster care facilities, group homes, and other unique housing situations licensed by the Florida Department of Children and Families and other licensing agencies.

Policy 3.1.6.2: ~~The City should adequately Address locations~~ Engage in analysis to develop a living master plan which identifies and provides policy recommendation for addressing the demand for housing special needs populations, including those with disabilities, the homeless, those earning very low incomes, seasonal workers, the elderly, and those previously institutionalized for mental or health concerns.

OBJECTIVE 3.1.7: ~~Recognizing the vulnerability of the housing stock during natural and other disasters, the City should~~ Seek to provide ~~adequate~~ support to residents needing housing rehabilitation assistance to meet the demands of those with special housing needs.

Policy 3.1.7.1: ~~The City should~~ Pursue ~~and maintain~~ funding opportunities for disaster mitigation response ~~and repair~~ in the event that the housing stock is severely compromised as a result of a catastrophic ~~event~~ natural or human-caused disaster. ~~The City should ensure that adequate funding exists to assist the very low, low and moderate income households in adequately repairing post-disaster damage to their homes in a timely fashion.~~

Policy 3.1.7.2: Seek funding exists to assist the very low, low and moderate income households in adequately repairing post-disaster damage to their homes in a timely fashion.

Policy 3.1.7.3: The City should participate in the Federal Emergency Management Agency's Community Rating System (CRS) program and implement a program that will help to reduce flood insurance costs for residents in the City. The program should reflect a reduced flood risk resulting from community actions meeting the three goals of the CRS:

1. Reduce flood losses;
2. Facilitate accurate insurance rating; and
3. Promote the awareness of flood insurance.

OBJECTIVE 3.1.8: ~~To~~ Promote the health, sustainability and energy and water efficiency of the housing stock by encouraging residents and builders to adopt environmentally efficient practices.

Policy 3.1.8.1: ~~In conjunction with other elements of this Comprehensive Plan, the City shall~~ Develop a comprehensive Low Impact Development Program~~. The program should comprehensively~~ which aims to promote healthier buildings with reduced energy and water usage, conserve natural resources, encourage a greater neighborhood connectivity to schools, services and jobs, thus creating a more viable and sustainable community.

Policy 3.1.8.2: ~~The Community Development Department shall~~ Encourage residents of the City to adopt energy and water efficient practices in their home, and collaborate with local water and energy providers in disseminating information materials to homeowners.

Policy 3.1.8.3: ~~By December 2010, the City shall review its Land Development Regulations~~ Engage in analysis of the City Land Development Regulations to identify and amend ~~any~~ regulatory barriers to promoting green building (e.g., prohibition of photovoltaic panels). ~~Upon identification of regulatory barriers to said program, the City shall amend the Land Development Regulations as necessary to support energy efficiency and the use of renewable energy resources while continuing to ensure compatibility and a high standard of development~~.

Policy 3.1.8.4: ~~The City should~~ Encourage developers to seek funding toward building green market rate and affordable housing from organizations, such as the Florida Green Communities Loan Fund supported by the Enterprise Foundation and the Florida Green Building Coalition.

Policy 3.1.8.5: ~~The City, in conjunction with the CRA, should~~ Encourage developers to utilize principles of sustainable design by implementing environmentally friendly and green building design standards to the greatest extent possible while not adversely affecting the affordability of the units.

Policy 3.1.8.6: Implement requirements for proposed developments to be constructed utilizing nationally and regionally recognized sustainable and resilient building practices, such as LEED and WELL.

Policy 3.1.8.7: ~~The City shall~~ Support energy efficiency and the use of renewable energy resources in existing housing and in the design and construction of new housing.

Policy 3.1.8.8: ~~The City shall make available to interested~~ Provide advice, information, and technical assistance to homeowners ~~the advice of professional City staff~~ concerning topics involving energy and water efficiency and other green initiatives.

4. INFRASTRUCTURE ELEMENT

Purpose

The purpose of the Infrastructure Element is to serve as a general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element. As required by section 163.3177(6)(c), Florida Statues, the Infrastructure Element endeavors to establish Level of Service (LOS) standards consistent with the providing utility entities, and that ensure the utility and amenity needs of City residents are met.

GOAL 4.1: ~~To~~ Ensure that all properties within the City are served by a centralized sanitary sewer system that meets all public health and safety standards in an efficient and environmentally responsible manner.

OBJECTIVE 4.1.1: ~~To~~ Correct existing sanitary sewer facility deficiencies, maximize the use of existing facilities, and coordinate the extension and capacity expansion of facilities with future needs.

Policy 4.1.1.1: ~~The City shall continue to~~ Ensure, through ~~it's~~ the interlocal agreement ~~that~~ with Broward County, ~~corrects any existing~~ that any identified sanitary sewer facility deficiencies are corrected and prioritized in capital improvements projects.

Policy 4.1.1.2: Prohibit onsite sewage treatment and disposal systems, commonly known as septic tanks, and require sewage treatment and disposal through the municipal sanitary sewer system for all developments.

~~Septic tanks shall not be allowed in the City of Lauderdale Lakes and all development must be connected to the centralized sewer system.~~

Policy 4.1.1.3: ~~Lauderdale Lakes shall~~ Coordinate ~~its~~ with Broward County Water and Wastewater Services (BCWWS) to address ~~future~~ projected sanitary sewer ~~needs~~ demand and, as needed, the extension and capacity expansion of the municipal sanitary sewer. ~~plans of Broward County Water and Wastewater Services (BCWWS).~~

Policy 4.1.1.4: ~~Lauderdale Lakes shall~~ Maintain an up-to-date interlocal agreement with Broward County ~~for as long as it provides~~ regarding the provision of sanitary sewer facilities and services to the City.

Policy 4.1.1.5: ~~Lauderdale Lakes shall continue to~~ Promote infill development and redevelopment to ensure an efficient use of the sanitary sewer system.

Policy 4.1.1.6: ~~The City shall~~ Utilize a concurrency management system consistent with Broward County to ensure that development orders and permits are issued only when sufficient capacity exists in the sanitary sewer system including pipes, pump stations, and the wastewater treatment plant.

Policy 4.1.1.7: As the City's sanity sewer service is served by the BCWWS North Regional Wastewater Treatment Plant, the maximum City residential and non-residential sanitary sewer demand is 100 million gallons per day (MGD).

~~The level of service standard for Lauderdale Lakes Sanitary Sewer System is the permitted capacity of BCWWS North Regional Wastewater Treatment Plant which is currently 100 MGD.~~

Policy 4.1.1.8: Establish maximum sanitary sewer demand generation rates consistent with BCWWS and Broward County Comprehensive Plan:

TABLE 4.1.1.8: Maximum Permitted Sanitary Sewer Demand Generation Rates	
Type of Structure	**Design Flow Per Unit in Gallons Per Day (GPD)**
Airports, bus terminals, train stations, port & dock facilities	5 GPD per passenger; 20 GPD per Full Time Equivalent (FTE) Employee
Assembly Halls	2 GPD per seat
Bars and Cocktail Lounges without food service	20 GPD per seat
Barber and Beauty Shops with regular on-site service	100 GPD per dry service chair; and 200 GPD per wet service chair.
Bowling Alleys without food service	100 GPD per bowling lane.
Recreational Vehicles	150 GPD per unit
Car Wash Facilities	3,500 GPD per automatic car wash; 350 GPD per automatic car wash with water recycling; and 1,750 GPD per day per non-automatic car wash.
Religious and/or Spiritual Places of Worship	7 GPD per sanctuary seat
Dance Halls and Dance Clubs	2 GPD per person
Dentist Offices	250 GPD per dentist; and 200 GPD per wet service chair.
Doctor's Offices	250 GPD per physician; and 200 GPD per wet service chair.
Drive-In Theaters	5 GPD per car space
Fire Station	100 GPD per bed
Hospitals and Nursing Homes, not including public food service areas and offices	210 GPD per bed space
Institutional Developments, including residential staff	100 GPD per person
Kennels	30 GPD per animal space; and 250 GPD per veterinarian
Laundry Services	400 GPD per coin operated machine; and 650 GPD per non-coin operated machine.
Marinas, not including offices, repairs, or leisure facilities	40 GPD per boat slip
Office Buildings	0.20 GPD per square foot of floor space
Parks and Public areas with Comfort Stations	10 GPD per projected visitor
Recreation Facilities and Simming Pools operating at a minimum of 300 gallons	2 GPD per person
Residential Dwelling Units	300 GPD per single-family detached dwelling unit; 250 GPD per multi-family dwelling unit; 150 GPD per Motal/Hotel transient unit; 150 GPD per single-family detached bedroom addition; and 300 GPD per mobile home.
Restaurants	50 GPD per seat for restaurants open 24 hours;

TABLE 4.1.1.8: Maximum Permitted Sanitary Sewer Demand Generation Rates	
	30 GPD per seat for restaurants open less than 24 hours; 50 GPD per seat for restaurants open less than 24 hours with drive through window(s); and 50 GPD per 100 square feet of carry-out only food service restaurants.
Schools	10 GPD per elementary student; 15 GPD per high-school student; 5 GPD for shower unit per student; 5 GPD for cafeterias per student; 100 GPD per boarding elementary student; and 210 GPD per boarding high-school student.
Service Stations and Auto Repair Shops	250 GPD per water closet; and 100 GPD per service bay.
Shopping Centers and General Retail, excluding food service or laundry	0.1 GPD per square food of floor space
Theaters and Auditorium	5 GPD per seat
Warehousing, mini-storage, with resident manager	0.01 GPD per square foot of floor space; and 250 GPD per resident
Warehousing	0.1 GPD per square foot of storage space

~~Lauderdale Lakes adopts the following demand generation rates for its sanitary sewer system as consistent with Broward County Water and Wastewater Services and Broward County Comprehensive Plan.~~
~~Airports, bus terminals, train stations, port & dock facilities~~
~~Per passenger- 5~~
~~Add per employee per 8 hour shift- 20~~
~~Assembly Halls per seat 2~~
~~Bar & Cocktail Lounge (no food service) per seat- 20~~
~~Barber and Beauty Shops~~
~~Per dry service chair- 100~~
~~Per wet service chair- 200~~
~~Bowling Alleys Per lane (no food service)- 100~~
~~Camps~~
~~Day, no food service- 25~~
~~Luxury Resort, per person- 100~~
~~Labor, per person- 100~~
~~Camper or RV Trailer ParkPer space- 150~~
~~Car Wash~~
~~Automatic type3500~~
~~Automatic Type (recycled water)- 350~~
~~Hand wash- 1750~~
~~Churches Per sanctuary seat- 7~~
~~Dance Halls Per person- 2~~
~~Dentist Offices~~
~~Per dentist- 250~~

~~Plus wet service chair- 200~~
~~Doctor Offices~~
~~Per physician- 250~~
~~Plus wet service chair- 200~~
~~Drive in theater Per car space- 5~~
~~Fire Station Per bed- 100~~
~~Hospitals and Nursing Homes Per bed space (does not include public food service areas and offices)- 210~~
~~Institutions Per person (including resident staff)- 100~~
~~Kennels~~
~~Per animal space- 30~~
~~Per veterinarian- 250~~
~~Laundries~~
~~Per coin operated machine- 400~~
~~Per commercial non-coin operated machine- 650~~
~~Marinas Per boat slip (does not include office, repair, and leisure facilities)- 40~~
~~Office Buildings Per square foot of floor space- 0.20~~
~~Parks, Public With Comfort Stations per visitor- 10~~
~~Recreation / pool Buildings Per person (300 gallon minimum)- 2~~
~~Residences~~
~~Single family, detached- 300 GPD each unit~~
~~Multi-family buildings- 250 GPD per unit~~
~~Motel/Hotel Units- 150 GPD per bedroom~~
~~Bedroom additions to SFR- 150 GPD per bedroom~~
~~Mobile Home- 300 GPD each~~
~~Restaurants~~
~~Open 24 hours, per seat (including bar)- 50~~
~~Open less than 24 hours/seat (including bar)- 30~~
~~Open less than 24 hours, with drive thru window, per seat including bar Drive-ins, per space Carry out food service only per 100 SF- 50~~
~~Schools~~
~~Each pupil per day- 10 (elementary)/ 50 (high)~~
~~Add for shower/pupil- 5 (elementary)/ 5 (high)~~
~~Add for cafeteria/pupil- 5 (elementary)/ 5 (high)~~
~~Boarding pupil- 100 (elementary)/ 210 (high)~~
~~Service Stations and Auto repair shops~~
~~Per water closet- 250~~
~~Plus per service bay- 100~~
~~Shopping Centers and retail shops~~
~~Per square foot of floor space (no food service or laundry)- 0.1~~
~~Theaters and auditoriums Per seat- 5~~
~~Warehouse, mini-storage, with resident manager~~
~~Per square foot or floor space plus- 0.01~~
~~Resident- 250~~
~~Warehouses Per square foot of storage space- 0.1~~

GOAL 4.2: ~~To~~ Ensure that all properties within the City are served by a centralized potable water system that meets all public health and safety standards in an efficient and environmentally-responsible manner.

OBJECTIVE 4.2.1: ~~To~~ Correct existing potable water facility deficiencies, maximize the use of existing facilities, and coordinate the extension and capacity expansion of facilities with future needs.

Policy 4.2.1.1: ~~The City shall continue to~~ Ensure, through its interlocal agreement ~~that~~ with Broward County ~~County corrects any~~ that potential existing potable water facility deficiencies are corrected and the adopted LOS standard for Broward County is maintained.

Policy 4.2.1.2: ~~Lauderdale Lakes shall coordinate its~~ Coordinate with BCWWS in ensuring the City's ~~future~~ projected potable water ~~needs~~ demands are considered in extension and capacity expansion plans ~~of Broward County Water and Wastewater Services~~.

Policy 4.2.1.3: ~~Lauderdale Lakes shall~~ Maintain an up-to-date interlocal agreement with Broward County ~~for as long as it provides~~ for joint planning and coordination with potable water facilities and services ~~to the City~~.

Policy 4.2.1.4: ~~Lauderdale Lakes shall continue to~~ Promote infill development and redevelopment to ensure an efficient use of the potable water system.

Policy 4.2.1.5: ~~The City shall~~ Utilize a concurrency management system, consistent with Broward County, to ensure that development orders and permits are issued only when sufficient capacity exists in the potable water system including pipes, wells, pumps, and the water treatment plant.

Policy 4.2.1.6: As the City's potable water demand is primarily served by Broward County Water and Wastewater Services (BCWWS), and a small portion served by Fort Lauderdale Utility, LOS standards are established in coordination with the serving utility entities:

a. The maximum LOS standard for the area served by BCWWS is 96 gallons per capita per day (gpcd).

b. The maximum LOS standard for the area served by Fort Lauderdale is 170 gpcd.

~~The level of service standard for the water supply serving Lauderdale Lakes is the maximum day plus in-plant use.~~

Policy 4.2.1.7: Establish maximum potable water demand generation rates consistent with BCWWS and Broward County Comprehensive Plan:

TABLE 4.2.1.7: Maximum Permitted Potable Water Demand Generation Rates

Type of Use	Unit Per	Permitted Demand Generation Rate
Bar and Cocktail Lounges	1,000 square feet of gross building area	346 GPD per unit
Condominiums and Apartments	1,000 square feet of gross building area	225 GPD per unit
Child Day Care	1,000 square feet of gross building area	177 GPD per unit
Fast Food Service	1,000 square feet of gross building area	967 GPD per unit
Gas Station, fueling only	Fuel pump	154 GPD per unit

TABLE 4.2.1.7: Maximum Permitted Potable Water Demand Generation Rates		
Hotel, with restaurant and/or meeting rooms	Rental room	243 GPD per unit
Hotel, without restaurant and/or meeting rooms	Rental room	71 GPD per unit
Laundry and/or Dry Cleaning, staff operated	1,000 square feet of gross building area	776 GPD per unit
Laundry and/or Dry Cleaning, customer operated	1,000 square feet of gross building area	2,425 GPD per unit
Merchandising Retail	1,000 square feet of gross building area	154 GPD per unit
Mobile Homes and Recreational Vehicles	Lot	157 GPD per unit
Movie Theater	Seat	3 GPD per unit
Office	1,000 square feet of gross building area	178 GPD per unit
Religious and/or Spiritual Places of Worship	1,000 square feet of gross building area	146 GPD per unit
Restaurants	1,000 square feet of gross building area	146 GPD per unit
Schools	Student	12 GPD per unit

OBJECTIVE 4.2.2: ~~To~~ Implement plans, programs, and technologies that effectively reduce potable water consumption in the City.

Policy 4.2.2.1: ~~Lauderdale Lakes shall~~ Comply with the water conservation programs of Broward County and the South Florida Water Management District.

Policy 4.2.2.2: ~~Lauderdale Lakes shall~~ Require that all ~~new~~ developments ~~use~~ utilize xeriscaping and Florida Friendly ~~concepts~~ landscaping and native plantings to minimize the need for irrigation.

Policy 4.2.2.3: ~~The City shall~~ Conserve potable water resources and promote water reuse by initiating a Low Impact Development Program, consistent with provisions established in the Conservation Element, that includes the following standards:

1. Result in the development of new buildings or conversion of existing buildings that are substantially more water efficient than conventional buildings or which employ systems that reuse water.

2. Develop a meaningful system of incentives that developers can use to offset additional costs of constructing green buildings.

3. Encourage the development of buildings certified by green building organizations such as the US Green Building Council (USGBC).

4. Recommend changes to the land development and zoning code to remove existing obstacles that work to discourage green building.

GOAL 4.3: ~~To~~ Provide a stormwater management system that meets all public health and safety standards in an efficient and environmentally-responsible manner.

OBJECTIVE 4.3.1: ~~To~~ Correct existing stormwater management facility deficiencies, maximize the use of existing facilities, and coordinate the extension and capacity expansion of facilities with future needs.

~~**Monitoring and Evaluation:**~~

~~**• The maintenance of a schedule of capital improvements and level of service standards used to regulate new development and plan stormwater management facility improvements.**~~

Policy 4.3.1.1: ~~Lauderdale Lakes Public Works Department shall monitor~~ Engage in analysis to identify and improve existing stormwater management facilities deficiencies.

Policy 4.3.1.2: ~~Lauderdale Lakes Community Development Department shall~~ Ensure ~~coordinate~~ coordination and consistency between the City's ~~future needs~~ projected stormwater and drainage needs with the extension and capacity expansion plans of the City's Public Works Department.

Policy 4.3.1.3: ~~Lauderdale Lakes shall comply~~ Maintain consistency with all applicable local, state, and federal stormwater management regulations and implement best management practices.

Policy 4.3.1.4: ~~Lauderdale Lakes shall take into account~~ Consider the use of existing stormwater management facilities and coordinate land use development in a manner that will ensure the preservation of flood protection and aquifer recharge, and the protection of natural systems in the review of proposed development and redevelopment.

Policy 4.3.1.5: ~~Through the concurrency management system, the City shall~~ Ensure that development orders and development permits are issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards for stormwater management facilities.

Policy 4.3.1.6: ~~Lauderdale Lake shall amend its Land Development Regulations by June 2012 to~~ Implement Land Development Regulations that clearly define the maximum amount of impervious surface coverage that may occur on any given site in an effort to ensure the City will maintain an adequate level of flood protection and aquifer recharge.

Policy 4.3.1.7: To meet the projected needs regarding stormwater and flooding drainage , as managed by the Lauderdale Lakes Stormwater Division, the following drainage standards apply to residential and non-residential developments:

a. Drainage: For all off-site discharges, the permitted return period and frequency for a 25-year, 72-hour storm event, is 75.9 cubic feet per square mile.

b. Flood Protection: The minimum permitted flood protection elevation for finished floors is equivalent to the minimum elevation necessary to remain above the flood waters of a 100-year, 72-hour storm event, according to the Broward County 100-year flood elevation map

c. Flood Protection: The minimum permitted flood protection elevation for road crowns is equivalent to the minimum elevation necessary to remain above the flood waters of a 10-year, 72-hour storm event, according to the Broward County 10-year flood elevation map

d. Water Quality –Detention: For stormwater detention under wet conditions, the larger volume must be retained of the first inch of runoff for a subject site, or 2.5 times the site's percentage of impervious area.

e. Water Quality – Detention: For stormwater detention under dry conditions, the 75 percent of the wet conditions stormwater detention requirement must be met.

f. Water Quality – Retention: For stormwater retention under dry conditions, 50 percent of the wet conditions stormwater detention requirement must be met.

~~Lauderdale Lakes adopts the following level of service (LOS) standards for its stormwater management system:~~

~~Drainage – off site discharge rate- 25 years, 72 hours/ 75.9 cubic feet per square mile~~

~~Flood Protection – water elevation- 100-year, 72-hour for finished floors/ Broward County 100-year flood elevation map~~

~~Flood Protection – water elevation- 10-year, 72-hour for road crowns/ Broward County 10-year flood elevation map.~~

~~Water quality – Retention/detention- Wet detention/ The larger volume of first inch of runoff or 2.5 times the site's percent of impervious area~~

~~Water quality – Retention/detention- Dry detention- 75% of Wet detention requirement~~

~~Water quality – Retention/detention- Dry retention- 50% of Wet detention requirement~~

~~Water quality – Retention/detention- Commercial or Industrial Development/ ½ inch of dry retention or detention pre-treatment is required~~

GOAL 4.4: ~~To~~ Maintain natural groundwater recharge areas in a manner that will ensure a high quality and sufficient water source to meet the City's potable water needs.

OBJECTIVE 4.4.1: ~~To~~ Promote the creation and protection of natural groundwater recharge areas.

~~**Monitoring and Evaluation:**~~

~~**• Compliance with all applicable local, state, and federal regulations pertaining to natural groundwater aquifer recharge areas.**~~

Policy 4.4.1.1: ~~Lauderdale Lakes shall comply~~ Maintain consistency with all applicable local, state, and federal regulations pertaining to natural aquifer recharge best practices.

Policy 4.4.1.2: ~~Lauderdale Lakes shall~~ Maintain strict~~ly regulate land use development~~ Land Development Regulations and requirements in ~~it's~~ the wellfield protection zone as consistent with Broward County's Wellfield Protection Ordinance.

Policy 4.4.1.3: ~~Lauderdale Lakes shall~~ Maintain and enforce land development and zoning regulations that require minimum pervious areas to assist in natural aquifer recharge.

Policy 4.4.1.4: ~~Lauderdale Lakes shall~~ Improve natural groundwater recharge through encouraging innovative nature-based solutions, alternative materials, and pervious pavement ~~as it redevelops~~ in new development and redevelopment.

GOAL 4.5: ~~To provide, or cause to be provided,~~ Ensure the provision of a solid waste collection and disposal system that meets all public health and safety standards in an efficient and environmentally responsible manner.

OBJECTIVE 4.5.1: ~~To correct~~ Identify and correct potential existing solid waste collection and disposal facility deficiencies, efficiently use existing facilities, and coordinate the extension of services and capacity expansion of facilities with future needs.

~~**Monitoring and Evaluation:**~~

~~**• The maintenance of level of service standards and up-to-date interlocal agreements needed to provide solid waste collection and disposal services.**~~

Policy 4.5.1.1: ~~Lauderdale Lakes shall continue to~~ Maintain an up-to-date interlocal agreement with Broward County for solid waste disposal.

Policy 4.5.1.2: ~~Lauderdale Lakes shall~~ Maintain an up-to-date service agreement with at least one private hauler for the collection of solid waste.

Policy 4.5.1.3: Through ~~the~~ a Concurrency Management System that is consistent with that of Broward County, ~~the City shall~~ ensure that development orders and development permits are issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards for solid waste facilities.

Policy 4.5.1.4: As the City's solid waste disposal demand is served by Broward County Waste Management, Inc., all residential and non-residential solid waste disposal needs are established in coordination with the serving utility entity:

~~Lauderdale Lakes adopts the following level of service standards/generation rates for its solid waste collection and disposal system as consistent with Broward County Solid Waste Division and the Broward County Comprehensive Plan:~~

a. The maximum LOS standard for the Residential Future Land Use designation is 8.9 lbs. per unit per day

b. The maximum LOS standard for the Industrial & Commercial designation developments are:

   i. For Factory/Warehouse developments: 2 lbs. per 100 square feet per day.

   ii. For Office Building developments: 1 lb. per 100 square feet per day.

   iii. For Department Store developments: 4 lbs. per 100 square feet per day.

   iv. For Supermarket development: 9 lbs. per 100 square feet per day.

v. For Restaurant development: 2 lbs. per meal per day.

vi. For Drug Store development: 5 lbs. per 100 square feet per day.

c. The maximum LOS standards for public and private school developments are:

i. For Grade School developments: 10 lbs. per room & ¼ lbs. per pupil per day.

ii. For High School developments: 8 lbs. per room & ¼ lbs. per pupil per day.

d. The maximum LOS standards Institutional developments are:

i. For Hospital developments: 8 lbs. per bed per day.

ii. For Nurse or Intern Home developments: 3 lbs. per person per day.

iii. For Home for Aged developments: 3 lbs. per person per day.

iv. For Rest Home developments: 3 lbs. per person per day.

5. CONSERVATION ELEMENT

Purpose

The purpose of the Conservation Element is to provide for the maintenance, preservation, use, and protection of natural resources in the City of Lauderdale Lakes. These resources include, but are not limited to the air, water, groundwater recharge areas, wetlands, water wells, soils, flood plains, rivers, lakes, wildlife, minerals, and other natural and environmental resources, including factors that affect energy conservation. As an element of the City Comprehensive Plan required by section 163.3177(6)(d), Florida Statutes, the Conservation Element endeavors to establish an inventory of the City's living and non-living natural resources and conservation efforts to ensure that the City acts in good stewardship of the land. Conservation efforts in the City deal with less environmentally sensitive conditions due to the City's currently built-out state; however, subjects such as air quality, potable water quality and quantity, and energy conservation are of great import to the City's sustainability and resiliency.

GOAL 5.1: ~~To~~ Protect air and water quality, conserve natural resources, protect wildlife, and initiate and continue programs and technologies which lead to a safer and healthier living environment.

OBJECTIVE 5.1.1: Minimize the City's contributions to air pollutants and mitigate the impacts of the City's urban environment on the local air quality.

~~**To comply with all minimum air quality standards established by local, state, and federal regulatory agencies and to reduce greenhouse gas emissions and combat air pollution locally.**~~

~~**Monitoring and Evaluation:**~~

~~**• Continued compliance with local, state and federal regulatory standards on the issue of air quality.**~~

~~**• Develop the Tree Inventory and Planting program by January 2011.**~~

~~**• Develop a program for the City's Community Bus Service by January 2011.**~~

~~**• Prepare cost analysis on purchasing ultra-low emissions vehicles and create timeline for replacing City vehicles by January 2011.**~~

Policy 5.1.1.1: Unify the City's landscaping and tree planting efforts into a Tree and Native Vegetation Ordinance that strives to mitigate greenhouse gas emissions through planting and protecting productive carbon sequestering native vegetation.

~~The City shall reduce greenhouse gas emissions and combat air pollution locally by initiating a Tree Inventory and Planting program.~~

Policy 5.1.1.2: ~~The~~ Include a Tree Inventory and Planting program ~~shall include~~ in a Tree and Native Vegetation Ordinance that implements the following targets pertaining to the objective of combating air pollution:

1. Conduct a tree count for the purposes of establishing a baseline condition.
2. Establish a benchmark to increase the total number of trees in the City.
3. Fund and perform activities necessary to reach the benchmark.

4. Pass a tree protection ordinance to preserve and protect existing and future vegetative communities from destruction by development activity.
5. Recommend changes to the land development regulations.

Policy 5.1.1.3: ~~The City shall~~ Reduce greenhouse gas emissions and combat air pollution locally by continuing to fund and improve its Community Bus Service program.

Policy 5.1.1.4: Endeavor to increase ridership and reduce the City's contribution to private motorized transportation traffic by ensuring that City public transportation is safe, comfortable, convenient and reliable.

~~The Community Bus Service program shall have the following aims pertaining to the objective of combating air pollution:~~

~~1. Develop a Community Bus Service program by January 2011.~~

~~2. Ensure that public transit is safe, comfortable, convenient, and reliable so that it can serve as an alternative to the personal automobile.~~

~~3. Purchase and operate low-emissions bus transit vehicles.~~

Policy 5.1.1.5: Convert the City's fleet of automobiles, including buses utilized in the Community Bus Service program, to electric and/or other low emission vehicles by the 2035 planning horizon.

~~Whenever feasible, the City shall purchase ultra-low emission vehicles for its fleet.~~

Policy 5.1.1.6: Promote planning initiatives and activities which strengthen coordination between transportation planning and conservation planning to increase active participation in reducing point and non-point sources of air pollution.

Policy 5.1.1.7: ~~The City shall~~ Promote federal commuter tax incentives that are available to local employers who provide public transit assistance to employees through services such as Van pools, Ride share, free Bus Passes or free Tri-rail Passes. ~~Federal law allows employers to deduct the cost of providing transit assistance as a business expense. The City should focus its marketing of these incentives in the City's Local Activity Center (LAC) area.~~

Policy 5.1.1.8: Work cooperatively with Broward County in reducing the load of volatile organic compounds by requiring State I Vapor Recovery at all gasoline and petroleum fuel dispensing facilities.

Policy 5.1.1.9: Coordinate with Broward County in promoting awareness of air quality issues through educational programs and training workshops for the community, residents, schools, and local businesses.

OBJECTIVE 5.1.2: Improve the local water quality and quantity throughout the City by engaging in coordinated planning efforts and reducing potable water consumption.

~~**To comply with all water quality standards established by local, state, and federal regulatory agencies and to combat water pollution locally.**~~

~~**Monitoring and Evaluation:**~~

~~**• Continued compliance with local, state and federal regulatory agencies on the issue of water quality.**~~

~~**• Review of land development and zoning regulations by December 2010 to assess potential changes to minimize stormwater runoff and improve water quality.**~~

Policy 5.1.2.1: Coordinate with Broward County's water conservation planning efforts and in protecting County Water Conservation Areas.

~~The City of Lauderdale Lakes shall comply with all water quality standards established by local, state, and federal regulatory agencies.~~

Policy 5.1.2.2: Engage in evaluation, as necessary, of the City Land Development Regulations to ensure consistency with Broward County stormwater and drainage standards.

~~The City shall evaluate its land development and zoning regulations by December 2010 to determine what changes can be made to minimize stormwater runoff and improve lake and canal water quality.~~

Policy 5.1.2.3: New developments adjacent to or in the vicinity of Lauderdale Lakes' surface waters shall be designed to minimize direct discharge of stormwater run-off into such bodies of water and promote the construction of facilities to include but not limited to shallow water littoral shelves around the edges of all water bodies, grassy swales, wetlands filtration, and ex-filtration trenches, consistent with the Best Management Practices of the South Florida Water Management District (SFWMD).

Policy 5.1.2.4: New developments adjacent to or in the vicinity of Lauderdale Lakes' surface waters shall be designed to minimize direct discharge of storm water run-off into such bodies of water and promote the construction of facilities to include but not limited to shallow water littoral shelves around the edges of all water bodies, grassy swales, wetlands filtration, and ex-filtration trenches, consistent with the Best Management Practices of the South Florida Water Management District (SFWMD).

Policy 5.1.2.5: The City shall explore opportunities to construct Stormwater Treatment Areas (STAs) within the City to collect, store, and treat stormwater runoff prior to releasing it into lakes and canals.

Policy 5.1.2.6: The City shall adopt standards or incentives that require/encourage new development and redevelopment to minimize impervious surfaces.

Policy 5.1.2.7: ~~The City shall increase water supply (through natural groundwater infiltration) by providing for~~ Maximize natural groundwater aquifer recharge by implementing certain requirements for:

a. Shared parking arrangements;
b. Pervious pavement materials ~~in the land development and zoning regulations;~~ and
c. ~~by encouraging~~ Structured parking in major commercial areas to reduce the number and expanse of surface parking lots.

Policy 5.1.2.8: Implement public awareness and education programs to reduce water consumption and promote public awareness of City and County water conservation efforts.

~~The City shall cooperate with County, regional, and state agencies to conduct water conservation programs and promote public awareness.~~

Policy 5.1.2.9: ~~The City shall amend its land development regulations to~~ Require the use of xeriscaping and Florida-Friendly Landscaping practices for all new development and redevelopment in Lauderdale Lakes.

Policy 5.1.2.10: Unify the City's water conservation efforts into a Low Impact Development Ordinance to promote water reuse and reduce potable water demand and which establishes the following aims pertaining to water conservation, supply, and reuse:

1. Result in the development of new buildings or conversion of existing buildings that are substantially more water efficient than conventional buildings or which employ systems that reuse water.
2. Develop a meaningful system of incentives that developers can use to offset additional costs of constructing green buildings.
3. Encourage the development of buildings certified by green building organizations such as LEED the US Green Building Council (USGBC).
4. Recommend changes to the land development and zoning regulations to remove existing obstacles that work to discourage green building.

OBJECTIVE 5.1.3: ~~**To**~~ **Conserve energy and where feasible, produce energy supply locally with clean, renewable resources.**

~~**Monitoring and Evaluation:**~~

~~**• By 2012, implement the Low Impact Development program.**~~

~~**• By 2012, implement the Tree Inventory and Planting program.**~~

Policy 5.1.3.1: ~~The City shall~~ Encourage~~, in certain circumstances,~~ the reuse of existing buildings ~~as opposed to the demolition and construction of new buildings, as building construction alone can be a very energy intensive activity~~ to limit the strain on resources.

Policy 5.1.3.2: ~~The City shall explore the feasibility of equipping~~ Implement regulations which incentivize the use of roof-top photovoltaic solar panels on City-owned and private developments ~~buildings with solar panels or other devices that~~ to produce a clean, renewable supply of energy to increase energy efficiency within the City.

Policy 5.1.3.3: ~~The~~ Create a Low Impact Development program in the form of a Low Impact Development Ordinance that ~~shall include~~ establishes the following targets pertaining to energy conservation and supply:

1. Result in the development of new buildings or conversion of existing buildings that are substantially more energy efficient than conventional buildings or which employ systems that generate their own power through clean, renewable energy sources.
2. Develop a meaningful system of incentives that developers can use to offset additional costs of constructing green buildings.
3. Encourage the development of buildings certified by green building organizations such as the US Green Building Council (USGBC).
4. Recommend changes to the land development and zoning regulations to remove existing obstacles that work to discourage green building.

6. RECREATION AND OPEN SPACE ELEMENT

Purpose

The purpose of the Recreation and Open Space Element is to indicate a comprehensive system of public and private sites for recreation. As required by section 163.3177(6)(e), Florida Statutes, the Recreation and Open Space Element endeavors to provide residents and visitors in all areas access to parks and recreation facilities. Such facilities should provide a high quality of life for residents and are important to the health and wellbeing of a community. This element provides an inventory and acceptable level of service for both the existing public, and private parks and recreation facilities located within the City of Lauderdale Lakes.

GOAL 6.1: Ensure the provision of adequate parks, recreational facilities, and open space that meet the recreational and leisure time needs and interests of all current and future ~~Lauderdale Lakes'~~ City residents.

OBJECTIVE 6.1.1: Continue to maintain a diverse system of parks, recreation, and open space facilities throughout the City that adequately and efficiently provides recreation opportunities at the adopted level of service (LOS) standard for both existing and future populations.

~~**Monitoring and Evaluation:**~~

~~**-The provision of parks, recreation, and open space at the adopted LOS.**~~

~~**-Annual update of the public and private recreation facilities inventory.**~~

~~**-Require all development and redevelopment to provide adequate recreation facilities to maintain the adopted LOS.**~~

~~**-The annual update of the Parks and Human Services Department five-year capital improvements program.**~~

Policy 6.1.1.1: ~~Continue to~~ Utilize the minimum LOS standard of three acres of parks and recreation acreage per 1,000 City residents ~~persons of recreation facilities and open space~~.

Policy 6.1.1.2: ~~Comply with any~~ Ensure consistency with recommendations and/or rulings by Broward County concerning recreation and open space re-evaluations and calculations.

Policy 6.1.1.3: ~~The City of Lauderdale Lakes, in concert with Broward County, shall~~ Periodically re-evaluate the methodology for qualifying and quantifying recreation and open space in an urban environment.

Policy 6.1.1.4: ~~The Parks and Human Services Department shall continue to~~ Maintain an inventory of all public and private recreational lands and facilities.

Policy 6.1.1.5: Coordinate with ~~the~~ appropriate external agencies~~, including~~ and the Broward County School Board, to pursue the co-location of parks, schools, and other public facilities where appropriate for use and access.

Policy 6.1.1.6: ~~Continue with~~ Maintain existing, and ~~consider~~ evaluate new opportunities for, contracts, agreements, and leases with applicable agencies and organizations, including the

Broward County School Board and the South Florida Water Management District, for joint use of public parks, recreation, and open space facilities.

Policy 6.1.1.7: Annually update the Parks and Recreation strategic plan initiatives to determine detailed future and current facility and/or equipment needs.

Policy 6.1.1.8: ~~Maintain~~ Prioritize opportunities in the ~~a~~ five-year Capital Improvements Program and annual capital budget for the development, acquisition, and maintenance of parks and recreational facilities and programs.

OBJECTIVE 6.1.2: ~~The Parks and Human Services Department will~~ Maintain a high level of management efficiency, cost effectiveness and community participation ~~to ensure parks and~~ in the City's parks and recreational facilities through ensuring such facilities are sufficiently ~~are appropriately~~ funded, staffed, and equipped.

Policy 6.1.2.1: Maintain a staff of qualified maintenance personnel on a continuous basis, to the greatest extent feasible.

~~Monitoring and Evaluation:~~

~~- The funds appropriated for the Parks and Human Services Department within the City budget.~~

~~- Review the annual customer survey results.~~

Policy 6.1.2.2: Apply for appropriate Federal and State grants to aid in park and open space land acquisition and development.

Policy 6.1.2.3: Promote ongoing programs and special events, including those for youth and seniors, to gain maximum use of the City of Lauderdale Lakes' facilities.

Policy 6.1.2.4: Develop and distribute an annual comprehensive customer survey ~~as a means~~ to evaluate satisfaction level of all parks and recreation services~~. The City of Lauderdale Lakes shall use these results as a means to~~ and identify areas of improvement for the services and facilities provided by the Parks and Human Services Department.

OBJECTIVE 6.1.3: ~~Continue to~~ Coordinate the allocation of public and private resources to meet recreational facilities and open space demands.

~~Monitoring and Evaluation:~~

~~- The number of recreation facilities provided by private development and redevelopment.~~

~~- The amount of land acquired and/or developed as a result of in lieu of payments for development and redevelopment.~~

Policy 6.1.3.1: ~~Continue to~~ Require ~~a developer~~ proposed developments that fail to demonstrate no adverse impacts to the City's provision of existing parks and recreational facilities LOS to provide lands, funds, or a combination thereof to meet the park, open space, and recreational needs created by the additional residential demand of the proposed development.

Policy 6.1.3.2: ~~In order to provide for the requirements of Policy 1.3.1, the City of Lauderdale Lakes shall require a developer,~~ Proposed developments required to allocate resources to aid in maintaining the City's adopted LOS standards must, at the discretion of the City, ~~to~~ either:

1. Dedicate land of suitable size, dimension, topography, soil conditions, and general character to serve as public parks, which will meet local level park needs created by the development; or
2. Agree to deposit in the City's park impact fee fund an amount of money equal to the fair market value of the land otherwise to be dedicated for the purpose of land purchase and/or development or redevelopment of existing facilities to meet increased need.

Policy 6.1.3.3: Collaborate with Broward County to develop a framework of creditable urban recreation and open spaces such as green roofs, community gardens, small ecological parks and other forms of urban green space with access by the general public that will need to be utilized as Broward County urbanizes.

Policy 6.1.3.4: ~~Study~~ Evaluate the ~~feasibility~~ impacts and public satisfaction of ~~allowing~~ permitting private open space dedications with continued private maintenance in lieu of the public dedication of land or funds.

Policy 6.1.3.5: Ensure that no proposed development ~~be approved~~ is granted an approved development order unless it is determined that adequate park land area is available or will be available prior to the granting of a certificate of occupancy.

Policy 6.1.3.6: Continue to require ~~the~~ private ~~sector~~ developments to provide active and passive recreation and open space within residential developments in accordance with City of Lauderdale Lakes Land Development Regulations.

Policy 6.1.3.7: Continue to promote public awareness of parks and recreation programs and activities through the distribution of public information highlighting park programs and facilities.

Policy 6.1.3.8: Develop and distribute brochures, and special event flyers to citizens, and utilize local news media to promote recreational programs.

GOAL 6.2: Provide for high quality and diverse programming that supports healthy lifestyles and cultural interests of the community and future residents for people of all abilities.

OBJECTIVE 6.2.1: ~~Establish a~~ Maintain the adopted City of Lauderdale Lakes 2021 Parks and Recreation Master Plan as a living document which identifies the needs of the community to include facilities and recreation programs.

Policy 6.2.1.1: Identify opportunities for additional parks and open space to support a healthier lifestyle for community members of all ages, by encouraging exercise and time spent outside.

Policy 6.2.1.2: Partner with the Community Redevelopment Agency (CRA) to identify areas that are suitable for park development within the CRA boundaries.

Policy 6.2.1.3: Provide equitable access to parks to ensure that the community has a safe and convenient medium to pursue an active lifestyle.

Policy 6.2.1.4: Continue to maintain and retrofit existing and future recreational ~~sites and~~ facilities so that they are accessible to the elderly and the disabled, consistent with the American with Disabilities Act (ADA). ~~New sites and facilities shall also be designed consistent with the ADA~~.

OBJECTIVE 6.2.2: Maintain a high standard of aesthetic quality for current and future recreational facilities~~,~~ and continue to improve the appearance and function of municipal recreation areas, facilities, and public open spaces.

~~**Monitoring and Evaluation:**~~

~~**- Annually update the City's inventory of recreational facilities to indicate the accessibility of those facilities as consistent with the American with Disabilities Act.**~~

Policy 6.2.2.1: Regularly maintain the appearance of parks, recreation, and open space facilities, including renovating facilities, upgrading equipment and purchasing vehicles.

Policy 6.2.2.2: Develop new park and recreation facilities, both indoors and outdoors, as well as improve and/or retrofit its existing park and recreation facilities, utilizing proactive conservation efforts including water and energy conservation techniques, such as native landscaping, energy efficient lighting and recycled materials.

Policy 6.2.2.3: Identify strategic partnership opportunities to improve the City of Lauderdale Lakes' native tree canopy.

Policy 6.2.2.4: Accept alternate locations, such as Cypress Preserve Park, for planting of a portion of required trees upon new development or redevelopment, or contribution to the park impact fee fund as mitigation.

OBJECTIVE 6.2.3 Continue to enhance the ~~amount~~ quantity and quality of recreational and open space areas and opportunities to provide for the existing and future needs of the community.

~~**Monitoring and Evaluation:**~~

~~**-Continually monitor the appearance of municipal facilities and quality of municipal programs and prioritize deficiencies in the five-year capital improvements program.**~~

Policy 6.2.3.1: Pursue additional land areas for Recreation and Open Space uses, through either acquisition, redevelopment, lease arrangement, or acceptance of dedication.

Policy 6.2.3.2: ~~Enforce through Codes and Ordinances that~~ Require proposed developments to provide for, or pay ~~its fair share~~ a proportional burden of the cost of providing for the recreational needs of the Lauderdale Lakes residents through the development review process.

Policy 6.2.3.3: ~~Continue to~~ Maintain a system of collecting recreational program fees through facility rentals, athletic programs, and special events to generate revenue stream. ~~The fees will be reviewed annually to ensure they are comparable with neighboring recreation centers providing similar services.~~

Policy 6.2.3.4: Review the system of recreational program fees annually to ensure they are concurrent with neighboring recreation centers providing similar services.

Policy 6.2.3.5: Develop and encourage community programs that facilitate art and cultural activities for all ages.

Policy 6.2.3.6: Evaluate senior and youth programs to increase the average attendance rates, and City sanctioned events to compliment the strong community culture.

Policy 6.2.3.7: Develop and implement a full range of recreation programs, activities and events including but not limited to youth and adult sport leagues, aquatic programs, cultural events, and passive and active opportunities that promote the overall health and wellness benefits of physical activity.

Policy 6.2.3.8: Enhance and promote aquatic programs to increase the number of individuals within the City of Lauderdale Lakes that are able to swim, to provide ~~for~~ an overall safer recreation experience.

Policy 6.2.3.9: Regularly review current trends related to parks and recreation to adapt plans and investments that evolve with the changing needs and desires of the community.

Policy 6.2.3.10: Incorporate the diverse cultural and demographic needs of the community in park and recreational facility design and prioritize public involvement in parks and recreation planning.

Policy 6.2.3.11: Encourage open space in the form of small active and passive parks and squares in close proximity to mixed-use residential areas.

Policy 6.2.3.12: Enhance community interactions and engagement by providing rental spaces and facilities to residents at an affordable rate.

Policy 6.2.3.13: Prioritize the expansion and improvement of Vincent Torres Memorial Park, as identified in the Vincent Torres Master Plan.

OBJECTIVE 6.2.3: Connect parks and recreational facilities to foster pedestrian activity and support safe routes to schools.

Policy 6.2.3.1: Continue to explore the feasibility of bikeways, pathways, internal connections, and walkable streets that lead to and around park and recreation facilities within the City of Lauderdale Lakes to provide a connected park system.

Policy 6.2.3.2: Partner with the Broward MPO to establish a pedestrian and bicycle pathways plan for the City of Lauderdale Lakes, with connections to established pathways in the region.

Policy 6.2.3.3: Encourage the development of urban open spaces, such as plazas, waterfronts, and linear corridors in locations that enhance connections to park and recreational facilities.

Policy 6.2.3.4: Continue to develop areas along the C-13 Canal Greenway system that support the interconnectivity among and between recreational areas, school facilities, and City of Lauderdale Lakes administrative buildings as a means of improving access.

Policy 6.2.3.5: Partner with the Broward MPO and school district to improve the safety on the routes and pathways children walk or bike to school.

Policy 6.2.3.6: ~~Encourage~~ Work cooperatively with the Broward County MPO to ~~prioritize~~ facilitate the completion of the Middle River Trail.

7. INTERGOVERNMENTAL COORDINATION ELEMENT

Purpose

The purpose of the Intergovernmental Coordination Element is to coordinate relationships and to establish the principles and guidelines to be used for joint planning initiatives and coordination with adjacent local governments and other external governmental and quasi-governmental agencies. As required by section 163.3177(6)(h), Florida Statutes, the Intergovernmental Coordination Element endeavors to ensure that opportunities for joint planning are identified and coordinated, potential disputes are resolved, and interlocal agreements are implemented into the City's planning processes.

GOAL 7.1: ~~**The City of Lauderdale Lakes shall take the necessary actions to**~~ **Establish and maintain intergovernmental relationships** ~~**designed to**~~ **that improve communication and coordination with** ~~**public and private entities**~~ **external agencies involved in development, redevelopment, economic development activities, resource conservation, transportation infrastructure, and growth management.**

OBJECTIVE 7.1.1: ~~**The City shall**~~ **Continue City participation in, and improve upon coordination activities with** ~~**federal, state, regional and county**~~ **external governmental and quasi-governmental agencies with planning and associated duties affecting the City, with units of government providing services but not having regulatory authority, that affect the City's land use and other applicable areas, and with the comprehensive plans of adjacent municipalities, Broward County, and other** ~~**appropriate state, regional, and local**~~ **external agencies.**

~~**Monitoring and Evaluation:**~~

~~**• Maintain a list of coordination mechanisms and interlocal agreements with agencies, both public and private, and other units of local government the City shares common interests with, or that provides services to and/or receives services from the City.**~~

~~**• Attendance and participation of City staff at appropriate meetings and workshops.**~~

Policy 7.1.1.1: ~~The City shall~~ Ensure that an active and effective program of monitoring and communication is maintained with adjacent ~~area~~ local governments, Federal, State, regional, County, and ~~other local governments and~~ applicable external agencies~~, including both public and private~~.

Policy 7.1.1.2: ~~The City shall~~ Participate in ~~federal, state, regional and local~~ planning workshops, meetings, public hearings, ~~and the like~~ and other coordination opportunities that ~~relating~~ relate to topics affecting the City.

Policy 7.1.1.3: ~~In an effort to further intergovernmental coordination, the City shall continue to~~ Participate in coordination initiatives with appropriate external agencies and provide effective coordination through interlocal agreements, joint planning and service agreements, special legislation and joint meetings or work groups.

Policy 7.1.1.4: ~~Special coordination emphasis shall be placed on~~ Prioritize maintaining effective lines of communication with ~~county, regional and state~~ external agencies charged with setting levels of service and/or permitting requirements, and initiating maintenance and capital improvement projects for public facilities located in and around the City.

Policy 7.1.1.5: ~~When appropriate, the City shall~~ Utilize the mediation procedures established by the South Florida Regional Planning Council (SFRPC) to resolve applicable intergovernmental disputes.

Policy 7.1.1.6: ~~When appropriate, the City shall~~ Utilize the mediation procedures established by the South Florida Regional Planning Council (SFRPC) to resolve applicable intergovernmental disputes.

Policy 7.1.1.7: ~~The City shall~~ Coordinate with ~~appropriate county, state, and federal~~ external agencies to ensure that Lauderdale Lakes receives ~~its fair~~ a share of revenue sharing allocations, and facilities and services improvements that are most closely based on the City's revenue needs proportional to other local governments.

Policy 7.1.1.8: ~~The City shall continue to~~ Coordinate with Broward County, ~~the~~ state, and other appropriate external agencies regarding hurricane and natural disaster relief, to ensure the City receives necessary aid.

Policy 7.1.1.9: ~~The City shall continue to~~ Maintain a joint planning interlocal agreement to coordinate with the Broward County School Board (School Board) ~~to~~ and ensure the ~~continuance of existing shared/joint use agreements of~~ continued shared maintenance and use of public school recreation facilities.

Policy 7.1.1.10: ~~The City shall continue to coordinate~~ Maintain coordination with ~~the~~ South Florida Water Management District (SFWMD) to ensure the continuance of existing shared/joint use agreements of public recreation facilities.

Policy 7.1.1.11: ~~The City shall coordinate~~ Maintain coordination with ~~the~~ Broward County, ~~the~~ School Board, SFWMD, and other appropriate external agencies to identify opportunities for additional shared/joint use agreements and collocation opportunities.

Policy 7.1.1.12: ~~The City shall coordinate~~ Maintain coordination and interlocal agreement with Broward County regarding alternative methods to achieve parks and recreation level of service standards.

Policy 7.1.1.13: ~~The City shall~~ Expand ~~its~~ coordination efforts with the Federal Emergency Management Agency (FEMA) to participate in the Community Rating System (CRS) program to increase community awareness in relation to flood losses and insurance costs.

Policy 7.1.1.14: ~~The City shall coordinate~~ Maintain coordination and partner with the Lauderdale Lakes Business Chamber, Broward County Office of Economic Development, the Broward Alliance, the SFRPC, and other interested parties in efforts to promote economic development activity within Lauderdale Lakes.

Policy 7.1.1.15: ~~The City shall expand its~~ Maintain and expand coordination efforts with appropriate external public agencies and private entities to develop and implement the City's various programs, including but not limited to the following programs:

a. Low Impact Development;
b. Community Bus Service;
c. Tree Inventory and Planting; and
d. Urban Design Guidelines.

OBJECTIVE 7.1.2: ~~**The City shall**~~ **Monitor and review plans and activities of adjacent local governments, Broward County, the SFRPC, the SFWMD, the Broward County School Board, as well as other relevant entities as they are made available.**

~~**Monitoring and Evaluation:**~~

~~**• City participation and review of plans and/or projects developed by the County, public and private agencies, special districts and adjacent local governments, when impacting the City.**~~

~~**• Timely transmittal of City's plans and/or projects to the County, public and private agencies, special districts, and adjacent local governments for their review and comments to ensure consistency and avoid conflict.**~~

Policy 7.1.2.1: Engage in the review process of comprehensive plan and land development regulation amendments posed by adjacent and regional local governments that impact the City, and submit comments and/or objections when necessary to ensure concurrency and consistency with the City's goals, objectives, and policies.

~~The City shall engage established coordinating mechanisms to monitor, review, comment upon, and the like to provide the City's position on the plans and actions of adjacent local governments, Broward County, the SFRPC, and other various public and private entities.~~

Policy 7.1.2.2: ~~To facilitate and expedite the plan or project review process, the City shall consider designating~~ Designate specific City personnel to act as liaisons with various external government agencies and/or private entities, including but not limited to adjacent local governments, Broward County, the SFRPC, the SFWMD, and the School Board.

Policy 7.1.2.3: When the City and an ~~another agency, such as a county, regional, state, or federal~~ external agency both have planned improvements and/or projects within the same area of the City, the City shall ~~the City shall~~ make ~~a~~ reasonable ~~attempt~~ accommodations to coordinate said improvements and/or projects to coincide within the same timeframe.

OBJECTIVE 7.1.3 ~~**Continue to**~~ **Utilize existing coordination mechanisms between the City, Broward County, the state, regional, and other appropriate agencies, to review and comment on proposed level of service standards for any public infrastructure that would impact the operations of Lauderdale Lakes.**

~~**Monitoring and Evaluation:**~~

~~**• Annual review of level of service standards for public infrastructure impacting the City.**~~

Policy 7.1.3.1: ~~The City shall continue to coordinate~~ Maintain coordination with Broward County Water and Wastewater Services and the SFWMD to periodically update the Lower East Coast (LEC) regional water supply plan, associated water supply facilities work plans, and the City's Comprehensive Plan.

Policy 7.1.3.2: Within 18 months after the South Florida Water Management District updates the Lower East Coast Regional Water Supply Plan Update, the City's Water Supply Facilities Work Plan shall be updated.

Policy 7.1.3.3: ~~In order to evaluate and coordinate level of service standards, the City shall periodically~~ Engage in regular periodic review the standards of service providers and share

information with these service providers to ensure that the needs of the City are being met.

Policy 7.1.3.4: ~~When other public or private entities are providing a public facility or service within the City for roads, water, sewer, drainage, schools, parks or solid waste, the City will~~ Provide service demand projections, population projections, and other information needed to coordinate with the applicable entity.

Policy 7.1.3.5: ~~The City should~~ Actively pursue public and private grant opportunities that will enhance City services and facilities.

Policy 7.1.3.6: ~~The City shall~~ Designate a city official to join the Broward Water Resources Task Force in an effort to identify potential environmentally, economically, and technically feasible strategies to address future water needs.

Policy 7.1.3.7: ~~The City shall continue to~~ Provide water conservation information through the City website and printed materials, and coordinate water conservation practices with the City's water supplier as needed to ensure future water demands are met.

Policy 7.1.3.8: ~~On an annual basis, the City shall consider participating~~ Participate in the South Florida Water Management District's Water Savings Incentive Program (WaterSIP) to help reduce potable water ~~usage~~ consumption in the City.

OBJECTIVE 7.1.4: ~~To~~ Strengthen the mobility, including the safety of commuters and pedestrians, within the City and to adjacent areas, Lauderdale Lakes shall coordinate with government agencies that provide transit and transportation services and facilities within the City.

~~**Monitoring and Evaluation:**~~

~~**• City participation in regional transportation planning activities.**~~

Policy 7.1.4.1: ~~The City shall~~ Work cooperatively with the Florida Department of Transportation (FDOT), the Broward County Metropolitan Planning Organization (MPO), and Broward County to promote multi-modal transportation plans and programs to adequately provide future capacity for the City.

Policy 7.1.4.2: ~~The City shall~~ Support Broward County's efforts to improve existing transit systems, including expanded routes and increased frequency of service.

Policy 7.1.4.3: ~~The City shall~~ Participate in pedestrian, greenway, blueway, and bicycle planning programs of Broward County and other appropriate agencies.

Policy 7.1.4.4: ~~Lauderdale Lakes shall~~ Coordinate in joint planning initiatives with FDOT, Broward County and other appropriate agencies to implement the applicable streetscape portions of the City's Tree Inventory and Plantingscape program.

Policy 7.1.4.5: ~~Lauderdale Lakes shall continue to coordinate~~ Maintain coordination with Broward County Transit regarding the City's community bus service.

OBJECTIVE 7.1.5: ~~The City of Lauderdale Lakes, in conjunction with Broward County, Broward County municipalities, and the Broward County School Board, will follow~~ Adhere to the processes and procedures established in the adopted Amended Interlocal Agreement for Public School

Facility Planning (ILA) for coordination and collaborative planning and decision making of land uses, public school facilities siting, population projections, location and extension of public facilities subject to concurrency, and siting of facilities with a countywide significance.

~~**Monitoring and Evaluation:**~~

~~**• Adopt standards in the City's Land Development Code for reviewing the availability of land for public schools consistent with State and County laws.**~~

~~**• Attendance to pertinent municipal and county meetings to ensure implementation of school concurrency.**~~

~~**• Regular attendance to School Board meetings, including the Superintendent's Site Review Committee meetings, the Oversight Committee and Staff Working Group meetings to ensure compatibility with land uses, future school sites, and implementation of school concurrency.**~~

Policy 7.1.5.1: ~~The City shall coordinate~~ Maintain coordination with the School Board, Broward County and municipalities within Broward County to maintain the adopted level of service standards for public school facilities and any amendments affecting public school concurrency.

Policy 7.1.5.2: ~~The City shall~~ Coordinate ~~their~~ planning and permitting processes with Broward County, Broward County municipalities, and the Broward County School Board consistent with the processes and procedures established within the ILA as follows:

1. Review and update of the annual District Educational Facilities Plan (DEFP) containing the financially feasible schedule of capital improvements for school facilities needed to achieve and maintain the adopted level of service standards in all concurrency service areas (CSAs).
2. Coordinate County and City land use planning and permitting processes with the School Board's site selection and planning process to ensure future school facilities are consistent and compatible with land use categories and enable a close integration of existing and planned school facilities and the surrounding land uses.
3. Coordinate the preparation of County and City projections for future development with the School Board's school enrollment projections to ensure consistency between the County and City future land use maps and the long term school planning process.
4. Coordinate with the School Board through the Staff Working Group and Oversight Committee regarding the preparation of County and City
5. annual comprehensive plan updates and the School Board's annual update of the DEFP to ensure consistency between the plans.
6. Coordinate with the School Board on the planning, siting, land acquisition, permitting and development of new school facilities to ensure the availability of public facilities, services and grounds, especially for purposes of exploring collocation opportunities.
7. Revise County and City land development codes and School Board policies to establish a county-wide public school concurrency system.

Policy 7.1.5.3: ~~Lauderdale Lakes shall continue to coordinate~~ Maintain adherence to the Amended Interlocal Agreement for Public School Facility Planning and coordinate with ~~with~~ the Broward County School Board to ~~implement the Amended Interlocal Agreement for Public School Facility Planning in Broward County between the City and the School Board. The agreement~~ addresses ~~s~~ the following issues:

1. Joint meetings on a semi-annual basis between the City and the School Board to discuss issues and formulate recommendations regarding public education in the School District;
2. Student enrollment and population projections;
3. Coordination and sharing of information;
4. Periodic review of the Educational Facilities Impact Fee Ordinance to ensure that the full eligible capital costs associated with the development of public school capacity are identified when updating the impact fee structure;
5. Annual reporting by the City to the School Board of growth and development trends in the City;
6. Traffic circulation in and around school sites;
7. Supporting infrastructure;
8. Public education facilities site plan review;
9. Local Planning Agency, Comprehensive Plan amendments, rezonings, and development approvals;
10. Co-location and shared use;
11. Dispute resolution;
12. Oversight process; and
13. School site selection, significant renovations, and potential school closures.

8. ECONOMIC DEVELOPMENT ELEMENT

Purpose

The purpose of the Economic Development Element is to provide a framework for the analysis, planning, and community redevelopment efforts which facilitate the necessary sustainable and resilient economic foundations of the City of Lauderdale Lakes. Though not an element of the City Comprehensive Plan required by Florida Statutes, the Economic Development Element serves as an integral part of the comprehensive planning process in the City. The relevant and appropriate data and analysis of this element serves to ensure the City meets its market demands over the 10-year and 20-year planning periods.

GOAL 8.1: ~~**The City of Lauderdale Lakes shall**~~ **Strive to create a diversified economic environment that will sustain existing businesses, attract new businesses, increase the economic tax base of the City, and improve the quality of life for its residents.**

OBJECTIVE 8.1.1: ~~**To**~~ **Retain and expand existing businesses through the development of technical assistance programs and through the provision of business retention incentives.**

Policy 8.1.1.1: Promote business retention through individual consideration of the use of programs including but not limited to business and/or investment tax breaks.

Policy 8.1.1.2: Demonstrate support for existing local businesses by continuing to provide the appropriate professional level staff and municipal leadership, such as the City's designated Economic Development Officer.

Policy 8.1.1.3: Continue to provide programmatic incentives and services to businesses through programs such as the Business Development Training Program and others created by the City's Economic Development Division.

Policy 8.1.1.4: ~~By December 2011 the City will collaborate with the CRA to develop a "one stop shop"~~ Maintain an up-to-date online Community Redevelopment Agency (CRA) resource portal ~~via the internet~~ that identifies local, State and Federal funding sources that may provide grant assistance to existing businesses.

Policy 8.1.1.5: ~~The City shall~~ Continue to conduct and foster networking opportunities for businesses.

Policy 8.1.1.6: Seek funding, in collaboration with the Community Redevelopment Agency (CRA), to ~~create a commercial façade~~ maintain programs ~~to~~ that ~~improve~~ implement a high level of standards for the aesthetics of existing businesses ~~by December 2010~~ and future developments and redevelopments.

Policy 8.1.1.7: ~~The City shall~~ Coordinate ~~its efforts~~ with business redevelopment agencies to strengthen local businesses' opportunities to implement the various programs and strategies outlined in this Element.

Policy 8.1.1.8: Engage in coordination with public and private programs to ensure City residents' most basic needs are met, such as nourishing food, clean water, and safe and sanitary shelter.

Policy 8.1.1.9: Establish and maintain City programs that implement opportunities for providing shelter, counseling, workforce development, and other necessary services to individuals experiencing homelessness and poverty.

Policy 8.1.1.10: Implement programming that endeavors to eliminate homelessness and poverty in the City while also establishing the responsibility of preventing homelessness and poverty as a shared responsibility of the community.

OBJECTIVE 8.1.2: ~~To~~ Recruit businesses and industries that will stimulate strong economic growth and provide employment for the City's residents, including youth.

~~**Monitoring and Evaluation:**~~

~~**• Complete Economic Positioning Strategy by January 2011.**~~

~~**• Recruit at least one net new business to the City annually.**~~

~~**• Annually identify the number of partnerships established between the City and other public or private sector agencies throughout the region, and evaluate any joint ventures undertaken.**~~

Policy 8.1.2.1: ~~The City should complete an~~ Develop an Economic Positioning Strategy master planning document that ~~identifying~~ identifies market trends and specific market niches unique to Lauderdale Lakes, and which is updated concurrently with the City budget plan and 5-Year Capital Improvements Schedule. ~~by January 2011. The City should periodically update this strategy to align with changing market conditions~~.

Policy 8.1.2.2: Utilize the information contained in the City's economic development and market studies to identify opportunity gaps for products and services and target business development needs. ~~The Economic Development Officer shall seek to use the data to target and attract specific retail businesses.~~

Policy 8.1.2.3: Partner with the CRA, Lauderdale Lakes Chamber of Commerce, Broward County Office of Economic Development, the Broward Alliance, the South Florida Regional Planning Council, and other interested parties in efforts to identify industries that will provide a range of employment opportunities.

Policy 8.1.2.4: ~~The City should seek to attract key~~ Focus business development efforts to grow niche market retailers ~~to~~ and create a cluster of businesses producing ~~similar~~ varied goods and services that serve the needs of City residents and visitors.

Policy 8.1.2.5: ~~The City should seek to attract~~ Endeavor to increase the level of disposable income available to City residents and frequency of visitors ~~consumers to the area~~ by utilizing urban design standards contained in the City of Lauderdale Lakes Citizens Master Plan and the adopted Community Redevelopment Plan to capture passer-by traffic, encouraging them to purchase goods and utilize services in the City.

Policy 8.1.2.6: ~~The City should seek to~~ Reduce regulatory barriers and inefficiency ~~to~~ in the business relocation process and maintain an efficient, timely, and customer-friendly permit process.

Policy 8.1.2.7: Encourage joint ventures by promoting and developing public and private sector businesses partnerships.

Policy 8.1.2.8: Implement a walkable, bikeable, safe, 18-hour community that caters to City residents' needs and attracts businesses and customers to the City commercial areas.

Policy 8.1.2.9: ~~Establish a~~ Maintain a Business Assistance program that consists of financial and technical assistance for local and out of city businesses interested in locating in the CRA.

OBJECTIVE 8.1.3: ~~The City shall D~~evelop a comprehensive branding and marketing strategy to highlight the City's diversity, economic advantages and attract business and consumers to the City.

~~Monitoring and Evaluation:~~

~~• Host at least three cultural events annually.~~

Policy 8.1.3.1: ~~The City should continue to~~ Market the Town Center and promote a mix of business and residential uses, and encourage residents to frequent the area, making it a livable, workable and enjoyable environment.

Policy 8.1.3.2: ~~The City shall~~ Install and maintain appropriate signage and way finding markers as part of the City's marketing initiative.

Policy 8.1.3.3: Promote and sustain the City's current cultural environment by sponsoring events highlighting the local culture and partnering with neighboring communities to host such events.

Policy 8.1.3.4: ~~The City should seek~~ Endeavor to increase the quality and quantity of events within the City's urban center by developing events such as Cultural Festivals, Jazz in the Park, Youth Art Festivals, Antique Trade Fairs, etc. to increase the frequency of "in-town" consumers and bolster the marketability of the City.

Policy 8.1.3.5: ~~The City should~~ Work with existing merchants and retailers to generate strategies to strengthen the diversified Caribbean goods and services niche market.

Policy 8.1.3.6: ~~The City should~~ Retain the services of ~~a professional/marketing branding firm~~ a professional consulting firm to aid in engaging in economic analysis to identify ~~a new city motto~~ and develop new strategies to better market the City ~~by December 2010~~.

Policy 8.1.3.7: Identify and strategically apply for opportunities for workforce development and workforce infrastructure projects which coincide with the goals of local, state, and federal grants.

OBJECTIVE 8.1.4: ~~The City shall~~ Maintain the unique and positive character of the neighborhoods while enhancing the City's tax base, property values and quality of life in the redevelopment process.

~~Monitoring and Evaluation:~~

~~• Creation of a residential enhancement program by December 2011.~~

Policy 8.1.4.1: ~~In conjunction with the Housing Element, the City should create~~ Maintain a residential enhancement program to ~~accomplish~~ incentivize citywide residential improvement and ~~communicate~~ educate homeowners about the benefits of engaging in the redevelopment process.

Policy 8.1.4.2: ~~In the redevelopment process the City should seek to~~ Endeavor to create ~~not only~~ an atmosphere for businesses ~~but also~~ that encourages ~~for~~ young professionals by including activities for young professionals, such as after work networking socials and professional development events.

Policy 8.1.4.3: ~~The City and the Community Redevelopment Agency will continue to~~ Encourage residents to participate in the City's various redevelopment and economic revitalization processes through public engagement with the Community Redevelopment Agency and public workforce development workshops.

Policy 8.1.4.4: ~~The City shall~~ Promote federal commuter tax incentives that are available to local employers who provide public transit assistance to employees through services such as van pools, ride share, or free bus passes. ~~Federal law allows employers to deduct the cost of providing transit assistance as a business expense. The City should primarily market these tax incentives to employers within the City's CRA area.~~

Policy 8.1.4.5: ~~The City should~~ Provide technical assistance to businesses owners displaced because of redevelopment initiatives in accordance with the CRA's relocation policy and the Federal Uniform Relocation Assistance Act.

OBJECTIVE 8.1.5: ~~To establish~~ Implement Future Land Use ~~land use~~ designations and development regulations ~~aimed~~ that ~~at facilitating~~ facilitate the City's future development and redevelopment goals ~~of the City~~.

~~**Monitoring and Evaluation:**~~

~~**• By June 2012 update future land use plan and land development regulations using principles of new urbanism and form based codes.**~~

Policy 8.1.5.1: ~~The City will~~ Encourage ~~a mix of uses~~ mixed-use developments within the redevelopment area, providing for a variety of retail, office, commercial and residential uses to stimulate vibrant redevelopment projects in the City.

Policy 8.1.5.2: ~~The City should create a~~ Maintain a ~~vacant parcel~~ database of vacant parcels and parcels that are targets for redevelopment to identify~~ing parcels of various sizes to~~ opportunities that suit a range of business types and sizes and also to support larger industries, aiding in the development of a niche market.

Policy 8.1.5.3: ~~To create land use designations and zoning regulations~~ Ensure that the location, organization, and regulation of Future Land Use designations and zoning districts ~~that~~ encourage, attract~~ion,~~ and ~~expansion~~ support expansion of businesses while supporting quality redevelopment in the City.

Policy 8.1.5.4: Endeavor to increase the accessibility and availability of information intended to be publicly available in an intuitive online format, especially with regard to regulating land development, signage, property maintenance, and public resources.

Policy 8.1.5.5: ~~Create~~ Implement ~~zoning districts to implement~~ the Local Activity Center (LAC) and facilitate redevelopment within the CRA district pursuant to the objectives and policies within the Future Land Use Element of this plan.

Policy 8.1.5.6: ~~Develop~~ Provide incentives for infill redevelopment and converting vacant land and greyfields into redevelopment projects through a process of negotiation with property owners and investors.

Policy 8.1.5.7: ~~The City should continue to~~ Coordinate with the CRA to undergo parcel aggregation and land banking to further redevelopment goals of the City.

Policy 8.1.5.8: ~~The City should seek to~~ Develop and implement redevelopment incentives such as:

a. Streamlined and expedited permitting process
b. Creative land use and density bonuses

OBJECTIVE 8.1.6: ~~To make the necessary~~ Prioritize necessary infrastructure improvements ~~to~~ which facilitate planned economic development.

~~Monitoring and Evaluation:~~

~~• Adopt urban design and performance standards by December 2012.~~

Policy 8.1.6.1: ~~Encourage~~ Implement regulations which require structured parking to utilize space efficiently, and ~~ensure that~~ which reduce minimum parking requirements ~~are not prohibitive and~~ to encourage redevelopment that supports transit-oriented development.

Policy 8.1.6.2: Prepare and regularly update corridor improvement plans and guidelines for State Road 7/US 441 and Oakland Park Boulevard to address traffic circulation, parking, land use, land development regulations, landscape codes and architectural guidelines.

Policy 8.1.6.3: Seek cooperative relationship with FDOT and with the Broward County Transit Authority for access management, parking, transit and streetscaping proposals.

Policy 8.1.6.4: Provide for a range of housing options for existing and future residents and encourage the development of mixed income housing developments.

Policy 8.1.6.5: Encourage adequate childcare and adult care facilities to support the workforce population.

OBJECTIVE 8.1.7: ~~To~~ Encourage and promote workforce training to increase the skilled labor force in the City and to ensure basic and advanced educational opportunities for residents and business owners.

~~Monitoring and Evaluation:~~

~~• Establish benchmark of participants and increase number of participants enrolled in the City's workforce development programs.~~

Policy 8.1.7.1: Conduct periodic labor surveys to assess the business needs of the community to adequately target worker recruitment.

Policy 8.1.7.2: Implement programs that encourage skill development, work-life programs for public employees to encourage flexibility and programs which provide on the job training.

Policy 8.1.7.3: ~~The City should create~~ Implement youth workforce development programs by recruiting local youth and encouraging business owners to mentor and work with youth to help them develop necessary work-related skills.

Policy 8.1.7.4: ~~The City should~~ Encourage employers to assist in continuing education and workforce development by ~~encouraging~~ incentivizing employer-based assistance and education ~~incentives~~.

Policy 8.1.7.5: ~~The City should continue to~~ Develop publicly available training workshops that encourage citizens to pursue entrepreneurial endeavors by educating them about business development plans and skills.

Policy 8.1.7.6: ~~The City shall~~ Partner with local education centers to facilitate job training and workforce development programs.

Policy 8.1.7.7: Provide, to the extent possible, classroom space in City facilities for adult education and language courses.

Policy 8.1.7.8: Work with Broward County to conduct Business Continuity and Disaster Recovery Planning programs for local businesses to mitigate negative impacts from storms and other disasters.

OBJECTIVE 8.1.8: ~~**The City shall seek to**~~ **Foster a sustainable environment through initiatives which will help to reduce overall economic costs for the City, and promote environmental conservation and responsibility.**

~~**Monitoring and Evaluation**~~

~~**• By January 2012, phase out all incandescent light bulbs in favor of energy efficient light bulbs, which aids in shelf life and overall cost savings for the City.**~~

Policy 8.1.8.1: ~~The City should engender~~ Promote corporate and environmental responsibility by encouraging businesses to adopt sustainable and efficient business practices.

Policy 8.1.8.2: ~~The City should seek to~~ Reduce the energy consumption in all City buildings, therefore increasing and stabilizing the City's economic bottom line and decreasing the City's energy costs and carbon footprint.

Policy 8.1.8.3: ~~By December 2010, the City should~~ Conduct ~~a study~~ an analysis on greening strategies to determine the economic benefits and the soft and hard costs of transitioning the City's governmental offices into more sustainable buildings.

Policy 8.1.8.4: ~~The CRA should seek to~~ Implement green standards in ~~its~~ CRA redevelopment projects and utilize the standards as a marketing strategy to encourage green friendly businesses in the City.

OBJECTIVE 8.1.9: ~~**The City shall**~~ **Pursue the advancement of wireless services and digitizing technology to produce a technologically advanced working atmosphere.**

~~**Monitoring and Evaluation:**~~

~~**• By December 2009, incorporate Internet and web training into workforce development courses**~~

~~**• Complete feasibility study for providing wireless internet services citywide by December 2012.**~~

Policy 8.1.9.1: ~~Complete feasibility study for~~ Coordinate with state, local, and private broadband initiatives to ~~providing~~ build out and maintain a City-wide fiber optic network and broadband wireless internet service~~s citywide by December 2012~~.

Policy 8.1.9.2: ~~In coordination with the City's workforce development initiatives, the City should~~ Identify and develop opportunities~~,~~ to assist residents in acquiring the skills necessary to participate in a computer-based society.

9. PUBLIC SCHOOLS FACILITIES ELEMENT

Purpose

The purpose of the Public Schools Facilities Element is to build upon the interlocal joint planning efforts established in the Intergovernmental Coordination Element and adopted through the standing Amended Interlocal Agreement with Broward County Public School. The Public Schools Facilities Element is not a required element established in Florida Statutes, but is necessary to provide a specific section that specifies the coordination and joint public schools facilities efforts which are an ongoing process of the City's cooperation with Broward County.

GOAL 9.1: ~~The City of Lauderdale Lakes, in coordination with the Broward County Board of Commissioners and the School Board of Broward County shall~~ Ensure that public school facilities will be available for current and future students consistent with available financial resources and adopted level of service standards (LOS). ~~This will be accomplished recognizing the School Board's statutory and constitutional responsibility to provide a uniform system of adequate public school facilities and the authority of the City of Lauderdale Lakes and Broward County for development permitting and comprehensive planning.~~

OBJECTIVE 9.1.1: Ensure consistency in public facilities planning and projections with the Broward County Public Schools Five-Year District Educational Facilities Plan (DEFP) by incorporating the DEFP into the City capital improvements element and prioritizing efforts to address existing deficiencies and maintain the adopted level of service in all Concurrency Service Areas (CSAs) through year 2050 planning horizon.

~~**The School Board, pursuant to Chapters 163.3177 and 163.3180 F.S. and the Interlocal Agreement for Public School Facility Planning (ILA), shall prepare and annually update and adopt the Five-Year District Educational Facilities Plan (DEFP) which shall contain a five-year financially feasible schedule of capital improvements to address existing deficiencies and achieve and maintain the adopted level of service in all concurrency service areas (CSA's). The School Board shall also ensure that school facilities are planned to meet the long term planning period of the Public School Facilities Element (PSFE) of the City of Lauderdale Lakes and Broward County Comprehensive Plans.**~~

~~**Monitoring and Evaluation:**~~

~~**• Annual updates and adoption of the ILA and maintenance of adopted level of service in the CSA's pursuant to the five-year financially feasible schedule of capital improvements.**~~

Policy 9.1.1.1: Incorporate the DEFP schedule of capacity additions to existing schools into the City capital improvements projections to ensure maintained public schools facilities concurrency between the City and Broward County.

~~The DEFP shall include a financially feasible schedule of capacity additions to existing schools and construction of new schools to eliminate existing level of service deficiencies and meet the needs of projected growth for the five-year planning period. This financially feasible schedule shall be annually adopted into the City of Lauderdale Lakes and Broward County Capital Improvements Elements. This adoption may either be by reference or by restatement of the relevant portions of the adopted DEFP, but in no event shall the city or county attempt to modify the adopted DEFP.~~

Policy 9.1.1.2: Incorporate the year-by-year DEFP capacity projections needed to achieve and maintain adopted LOS standards into the City's public schools facilities joint planning efforts.

~~The DEFP shall provide year-by-year projections of the capacity needed to achieve and maintain the adopted LOS within the CSA for each school for the five-year planning period. These projections are included in the supporting documents of the PSFE.~~

Policy 9.1.1.3: Incorporate the DEFP five-year financially feasible schedule in the identification and prioritization of capital improvements projects.

~~The DEFP's five-year financially feasible schedule shall provide for the remodeling/renovation of existing schools to meet the identified needs of aging schools and replace worn facilities.~~

Policy 9.1.1.4: ~~The DEFP shall be~~ Incorporate the data, analysis, and findings of the DFEP as it is amended on an annual basis to:

1. Add a new fifth year;
2. Reflect changes in estimated capital revenues, planned capital appropriation costs, planned capital facilities projects, CSA's and school usage; and
3. Ensure the DEFP continues to be financially feasible for the five-year planning period."

Policy 9.1.1.5: ~~Annually adopted updates to the DEFP and CSA maps shall be coordinated with annual plan amendments to the CIE of the city and county comprehensive plans. The annual plan amendments shall~~ Ensure that the schedule of capital improvements within the respective elements continues to be financially feasible and the adopted LOS standards are ~~will be achieved and~~ maintained through the incorporation of the DEFP and CSA maps into the City Capital Improvements Element.

OBJECTIVE 9.1.2: ~~The City of Lauderdale Lakes shall~~ Adopt ~~a~~ the Broward County~~-wide~~ public school concurrency management system ~~as adopted by the county for implementation of public school concurrency~~ to ensure that public school facilities are available at the adopted level of service standard concurrent with the impact of proposed residential development.

~~**Monitoring and Evaluation:**~~

~~**• Record of adoption of LDR's to implement county-wide public school concurrency management system consistent with the ILA within 90 days after adoption of PSFE.**~~

Policy 9.1.2.1: ~~The City will continue to~~ Implement ~~and update when necessary~~ land development regulations that ensure all facilities will either meet the adopted level of service standards identified in the comprehensive plan elements and land development regulations, and are available concurrent with the impacts of development, or development orders and permits are specifically conditioned on the availability of the facilities and services necessary to serve the proposed development.

Policy 9.1.2.2: ~~The CSAs shall be the~~ Annually adopt~~ed~~ school attendance boundaries for each elementary, middle and high school~~. The maps of the~~ and maintain publicly available maps detailing the CSAs ~~are maintained in the data and analysis section of the PSFE~~.

Policy 9.1.2.3: Maintain an ~~The Level of Service Standard shall be~~ LOS standard of ~~110%~~ 100 percent of the permanent Florida Inventory of School Housing (FISH) capacity for each public elementary, middle and high school.

Policy 9.1.2.4: If adequate capacity is not available in a CSA for a proposed residential development, but capacity exists in one or more contiguous CSA, the development may proceed consistent with the provisions and procedures in the ILA and county and city LDR's.

Policy 9.1.2.5: If adequate capacity is not available in a CSA or contiguous CSA for a proposed residential development, but capacity is scheduled in the DEFP to be available within 3 years after the issuance of final subdivision or site plan approval (or functional equivalent), development of the project may proceed in accordance with the provisions and procedures in the ILA and county and city LDRs.

Policy 9.1.2.6: ~~The City of Lauderdale Lakes shall not approve~~ Reject proposed ~~a~~ residential plats, ~~or~~ site plans, ~~(~~or functional equivalent~~)~~ ~~until~~ unless the Broward County School Board has reported that the school concurrency requirement has been satisfied consistent with the provisions and procedures in the ILA and county and city LDRs.

Policy 9.1.2.7: ~~The CSA's shall be~~ Establish~~ed~~ and subsequently ~~modified~~ modify the CSAs to maximize available school capacity and make efficient use of new and existing public schools in accordance with level of service standards and the permanent capacity, taking into account special considerations such as core capacity, special programs, transportation costs, geographic impediments, diversity programs, and class size reduction requirements to prevent disparate enrollment levels among schools of the same type (elementary, middle and high) and provide an equitable distribution of student enrollment district-wide.

Policy 9.1.2.8: ~~The projected student impact of a proposed residential development shall be determined~~ Determine the projected student impact of a proposed residential development using the student generation rates approved by the School Board and adopted within the city and county land development (zoning) code. ~~The student generation rates shall be reviewed and updated by the School Board at least every three years through coordination activities with the city and county.~~

Policy 9.1.2.9: Review the student generation rates provided by the Broward County School Board at least once per three years to ensure that precision and accuracy are maintained in the LOS projections.

Policy 9.1.2.10: The public school concurrency approval for residential plats ~~shall expire~~ is considered expired and null if a proposed development within ~~the~~ an approved subject plat does not commence within 5 years following the date of county commission approval.

Policy 9.1.2.11: The public school concurrency approval for residential site plans ~~shall expire~~ is considered expired and null if a proposed development within ~~the~~ an approved subject site plan does not commence within 5 years following the date of City Commission approval.

OBJECTIVE 9.1.3: ~~The School Board, pursuant to chapter 163.3180 F.S., and the ILA shall adopt~~ Develop proportionate share mitigation alternatives that provide an option for residential developments unable to meet the public school concurrency requirement necessary for the approval of concurrency

measures by the Broward County School Board. ~~Upon approval of a proportionate share mitigation alternative by the School Board and completion of necessary binding agreements, a development will be deemed to have met the public school concurrency requirement and may proceed.~~

~~**Monitoring and Evaluation:**~~

~~**• Record of binding agreements for proportionate share mitigation alternatives.**~~

Policy 9.1.3.1: A residential development's proportionate share mitigation value ~~shall be~~ is determined by multiplying the number of additional student stations needed to mitigate the impact of the proposed development on schools within the affected CSA(s) not meeting the adopted LOS standards, by the State cost per student station for each school type plus a land impact cost share. ~~Pursuant to Section 163.3180(13) (e) (2), F.S., the applicant's proportionate share mitigation obligation shall be credited toward any other impact fee imposed by local ordinance for the same need, on a dollar-for-dollar basis, at fair market value.~~

Policy 9.1.3.2: Pursuant to Section 163.3180(13) (e) (2), F.S., the applicant's proportionate share mitigation obligation is credited toward any other impact fee imposed by local ordinance for the same need, on a dollar-for-dollar basis, at fair market value.

~~A residential development's proportionate share mitigation value shall be determined by multiplying the number of additional student stations needed to mitigate the impact of the proposed development on schools within the affected CSA(s) not meeting the adopted LOS standards, by the State cost per student station for each school type plus a land impact cost share. Pursuant to Section 163.3180(13) (e) (2), F.S., the applicant's proportionate share mitigation obligation shall be credited toward any other impact fee imposed by local ordinance for the same need, on a dollar-for-dollar basis, at fair market value.~~

Policy 9.1.3.3: Proportionate share mitigation will enhance the capacity of the schools or provide for the construction of new schools serving the proposed residential development.

~~Proportionate share mitigation shall enhance the capacity of the schools or provide for the construction of new schools serving the proposed residential development. The mitigation shall equate to at least one permanent classroom, which may be funded by one or more residential developments, or other identified funding sources. Mitigation that results in the need for school site(s) shall primarily be the dedication of land. Proportionate share mitigation shall include the following options, as further defined and subject to, procedures and requirements of the ILA:~~

~~1. Purchase or dedication of needed elementary, middle or high school sites;~~

~~2. Construction of capacity improvements identified in years four (4) or five (5) of the DEFP including advancement of such improvements into the first three years of the DEFP;~~

~~3. Construction of previously unplanned schools, classroom additions, modular classrooms or similar facilities. Such facility capacity shall be included in the first three years of the DEFP through an amendment approved by the School Board;~~

~~4. Construction of the needed capacity at one or more charter schools; and~~

~~5. Other mitigation options approved by the School Board on a case by case basis contingent upon a finding by the School Board that the option mitigates the impact of the proposed development.~~

~~Mitigation shall be assured by a legally binding agreement between the School Board, the applicant, the City of Lauderdale Lakes and Broward County (as applicable), which shall be executed prior to the issuance of final subdivision plat or site plan approval (or functional equivalent). If the School Board agrees to the mitigation, the School Board must commit in the agreement to placing the improvement required for mitigation in the first three years of the DEFP.~~

Policy 9.1.3.4: Mitigation equates to at least one permanent classroom, that may be funded by one or more residential developments, or other identified funding sources.

Policy 9.1.3.5: ~~Proportionate share mitigation shall enhance the capacity of the schools or provide for the construction of new schools serving the proposed residential development. The Mitigation shall equate to at least one permanent classroom, which may be funded by one or more residential developments, or other identified funding sources.~~ Mitigation that results in the need for school site(s) shall primarily be met through the dedication of land. Proportionate share mitigation shall include the following options, as further defined and subject to, procedures and requirements of the ILA:

1. Purchase or dedication of needed elementary, middle or high school sites;
2. Construction of capacity improvements identified in years four (4) or five (5) of the DEFP including advancement of such improvements into the first three years of the DEFP;
3. Construction of previously unplanned schools, classroom additions, modular classrooms or similar facilities. Such facility capacity shall be included in the first three years of the DEFP through an amendment approved by the School Board;
4. Construction of the needed capacity at one or more charter schools; and
5. Other mitigation options approved by the School Board on a case by case basis contingent upon a finding by the School Board that the option mitigates the impact of the proposed development.

Policy 9.1.3.6: Proposed mitigation efforts ~~shall be~~ must be assured by a legally binding agreement between the Broward County School Board, the applicant, the City of Lauderdale Lakes and Broward County (as applicable), ~~which shall be~~ and executed prior to the issuance of final subdivision plat or site plan approval (or functional equivalent). ~~If the School Board agrees to the mitigation, the School Board must commit in the agreement to placing the improvement required for mitigation in the first three years of the DEFP.~~

Policy 9.1.3.7: If the Broward County School Board agrees to a proposed mitigation, the agreement must be committed to by placing the improvement required for mitigation in the first three years of the DEFP.

OBJECTIVE 9.1.4: ~~The City of Lauderdale Lakes, Broward County, and the School Board shall establish~~ Implement coordination mechanisms ~~to~~ which ensure ~~that~~ the locations of existing and proposed school sites are compatible with and proximate to the existing and planned land uses they serve~~. Such coordination shall also ensure there is~~, and the existence of adequate public

infrastructure available to serve existing and planned school sites including infrastructure that provides safe access to schools.

~~**Monitoring and Evaluation:**~~

~~**• Record of School facility locations that are compatible with and proximate to the existing and planned land uses they serve and that adequate infrastructure is in place to serve the school facilities.**~~

Policy 9.1.4.1: ~~The City of Lauderdale Lakes, Broward County, and the School Board will~~ Coordinate with relevant external entities involved in the ILA through the procedures established in the ILA and the city and county planning processes to ensure that existing and proposed public school facility sites are consistent and compatible with the land use categories, future land use maps and policies of the city and county comprehensive plans and enable a close integration between existing and planned schools and surrounding land uses."

Policy 9.1.4.2: ~~The City of Lauderdale Lakes, Broward County, and the School Board shall~~ coordinate with relevant external entities involved in the ILA to prepare projections of future development and public school enrollment growth, and to ensure such projections are consistent with the city and county future land use maps as well as the School Board's Long Range Public School Facilities Map, consistent with the procedures and requirements identified in the ILA.

Policy 9.1.4.3: ~~Consistent with Section 163.3177(12)(g), F.S., the city and county PSFE shall~~ Include future conditions maps in the Future Land Use Map Series ~~showing~~ that depict existing and anticipated school facilities for the ~~short term (5 year) and long term (10 year) planning time frames. Maps 9.1 through 9.12 of this element depict the short and long term existing and anticipated public school facilities and ancillary plants.~~ 10-year and 20-year planning periods.

Policy 9.1.4.4: ~~Consistent with provisions and procedures in the ILA, the School Board will advise the city and county~~ Engage in coordination with the Broward County School Board to identify potential ~~of~~ inconsistencies in the City Comprehensive Plan~~s~~ and proposed plan amendments with the DEFP and Broward County 2045 Long Range Facilities Plan.

Policy 9.1.4.5: ~~The School Board shall~~ Engage in coordination with the Broward County School Board to facilitate monitoring and ~~participate~~ participation in the City's ~~plat, site plan, Development of Regional Impact, land use plan amendment, and other development order/permit~~ development order, permitting, and proposed comprehensive plan amendment processes that may have an impact on current or planned public educational facilities in Broward County."

Policy 9.1.4.6: ~~The City of Lauderdale Lakes, Broward County, and the School Board shall~~ Utilize the procedures identified within the ILA, including the Staff Working Group and Oversight Committee established by the ILA, to coordinate the annual review of school enrollment projections in addition to the preparation and annual reviews of public school facilities elements, and ensure that the elements are consistent with each other.

Policy 9.1.4.7: ~~The School Board shall annually update and adopt the~~ Incorporate the annually updated DEFP ~~and transmit it, including any supplemental amendments, to the city and county for~~

~~amendment to their respective the updated DEFP~~ into the City Capital Improvements Element to ensure consistent with the provisions and procedures of the ILA.

Policy 9.1.4.8: ~~The City of Lauderdale Lakes, Broward County, and the School Board shall~~ Share and coordinate information with the Broward County School Board and Broward County through ~~the plat, site plan, and school siting~~ development order, permitting, and proposed comprehensive plan processes and procedures identified in the ILA to ensure the location, phasing, and development of public school facilities, including additions to existing facilities, is coordinated with the provision of necessary public infrastructure including water and sewer, roads, drainage, sidewalks, mass transit and other infrastructure required to support the public school facilities.

Policy 9.1.4.9: ~~The City of Lauderdale Lakes shall~~ Engage in joint planning ~~coordinate~~ coordination efforts with ~~the~~ Broward County and the Broward County School Board through the school siting process identified in the ILA as well as county and city platting and site plan processes to implement strategies, consistent with Florida's Safe Ways to School Program, which reduces hazardous conditions and provides direct, unobstructed and safe access for pedestrian travel (including sidewalks, bicycle paths, signage and signalization) to existing and new school facilities.

OBJECTIVE 9.1.5: ~~The City of Lauderdale Lakes, Broward County, and the School Board, pursuant to the ILA, shall coordinate~~ Engage in interlocal joint planning coordination efforts with Broward County and the Broward County School Board regarding the location of public school facilities relative to the location of other public facilities such as parks, libraries and community centers, and to promote schools to be focal points within the community.

~~**Monitoring and Evaluation:**~~

~~**• Record of proposed school facilities collocated with other public facilities such as parks, libraries and community centers.**~~

Policy 9.1.5.1: In the planning, siting, land acquisition, permitting and development of a new school facility or significant renovation or expansion, the ~~School Board shall~~ engage in ~~coordinate~~ joint planning coordination efforts with Broward County and the Broward County School Board ~~City of Lauderdale Lakes~~ on the availability of public facilities, services and grounds (especially for the purposes of collocating parks; libraries; ball fields; community centers; and public safety, parking, drainage and other appropriate facilities).

Policy 9.1.5.2: ~~The City of Lauderdale Lakes, Broward County, and the School Board shall~~ Pursue shared-use and co-location of school sites with city and county facilities having similar facility needs, such as libraries, parks, ball fields, and other recreation facilities. ~~At a minimum, per the ILA, the city and county will look for opportunities to collocate and share use of their facilities when preparing updates to the schedule of capital improvements within their comprehensive plans and planning and designing new or renovated facilities.~~

Policy 9.1.5.3: Seek and identify opportunities to collocate and share use of Broward County facilities when preparing updates to the schedule of capital improvements within their comprehensive plans and planning and designing new or renovated facilities.

~~The City of Lauderdale Lakes, Broward County, and the School Board shall pursue shared-use and co-location of school sites with city and county facilities having similar facility needs, such as libraries, parks, ball fields, and other recreation facilities. At a minimum, per the ILA, the city and county will look for opportunities to collocate and share use of their facilities when preparing updates to the schedule of capital improvements within their comprehensive plans and planning and designing new or renovated facilities.~~

Policy 9.1.5.4: Encourage school facilities to serve as community focal points through the design of school facilities, establishment of school siting standards and pursuit of collocation opportunities~~, the School Board shall encourage school facilities to serve as community focal points~~.

Policy 9.1.5.5: ~~The City of Lauderdale Lakes will coordinate~~ Engage in interlocal joint planning coordination efforts with ~~the~~ Broward County and the Broward County School Board ~~in efforts~~ to ~~build~~ develop new school facilities and redevelop existing school facilities that are ~~designed~~ utilized for ~~to serve as~~ emergency shelters ~~as required by Section 1013.372, F.S. The city, county and School Board will also collaborate and coordinate on emergency preparedness issues through the county's Emergency Operating Center~~.

Policy 9.1.5.6: Engage in interlocal coordination efforts for emergency preparedness and collaboration with the Broward County Emergency Operating Center.

10. CAPITAL IMPROVEMENTS ELEMENT

Purpose

The purpose of the Capital Improvements Element is to consider and provide for the principles regarding public facilities as it pertains to the construction, extension, or increase of public facilities while ensuring solvency and equitably meeting the needs of City residents. As required by section 163.3177(3)(a), Florida Statues, the City's Capital Improvements Element endeavors to outline and respond to the demand for public services, establish a 5-year Capital Improvements Program (CIP) consistent with the City long-range budget projections, and ensure the level of service (LOS) standards established in the City Comprehensive Plan are consistent and met in a solvent and equitable manner. The current adopted CIP is included as an appendix to this element and provides a 5-year schedule of capital improvements.

GOAL 10.1: ~~To~~ Ensure the infrastructure necessary to protect the health, safety, and welfare of the public is provided in a timely and efficient manner, and to maintain public facilities at or above the level of service standards adopted in this plan.

OBJECTIVE 10.1.1: ~~To use the capital improvements element as a means to~~ Meet the needs of the City of Lauderdale Lakes for the construction of capital facilities necessary to meet existing deficiencies, to accommodate desired future growth, and to replace ~~obsolete or worn-out~~ facilities as needed.

~~**Monitoring and Evaluation:**~~

~~**• Updating the City's five year Schedule of Capital Improvements on an annual basis.**~~

Policy 10.1.1.1: ~~As part of the City's annual budget cycle, the Lauderdale Lakes Community Development Department shall~~ Prepare an annual inventory of concurrency related facilities ~~for the purposes of~~ to aid in ~~establishing a~~ prioritizing capital improvements projects in the five-year ~~Schedule of Capital Improvements~~ CIP.

Policy 10.1.1.2: ~~The Schedule of Capital Improvements shall be a five year schedule of capital improvements needed to ensure that Lauderdale Lakes~~ Maintain a 5-year schedule of capital improvements which budgets for projects necessary to ~~maintains its~~ maintaining the City's adopted ~~level of service~~ LOS standards for all concurrency related facilities.

Policy 10.1.1.3: Incorporate the five-year CIP into a ten-year City budget plan that ensures solvency and demands for public facilities are met over the ten-year planning period.

~~The City shall incorporate the Schedule of Capital Improvements (SCI) into the adopted Capital Improvement Program (CIP) and Capital Improvements Element (CIE).~~

Policy 10.1.1.4: ~~Capital improvements shall be evaluated and prioritized~~ Evaluate and prioritize proposed capital improvements projects according to the following guidelines:

1. Does the improvement eliminate possible hazards or protect the health, safety, and welfare of the public or provide the necessary infrastructure as part of a legal requirement or prior commitment?
2. Will the improvement eliminate or correct existing deficiencies, increase capacity of existing facilities to meet future demand, or reduce the necessity for or cost of future improvements?

3. Does the project contribute to or further the achievement of goals, objectives, and policies contained in the elements of this Plan?
4. Will or can funds be available for the project? Can operating and maintenance costs associated with the improvement be provided from the annual operating budget?
5. Will the project provide services to developed areas lacking services, or be a logical extension or expansion of facilities or services within designated service areas?

OBJECTIVE 10.1.2: ~~To~~ Coordinate land use decisions with available or projected fiscal resources.

~~Monitoring and Evaluation:~~

~~• Whether the concurrency management system is utilized in the development review process.~~

Policy 10.1.2.1: ~~The City shall~~ Maintain ~~an up-to-date~~ a concurrency management system consistent with Broward County and adjacent local governments to evaluate ~~whether sufficient~~ public facilities capacity ~~exists to serve~~ for new development and redevelopment.

Policy 10.1.2.2: The City shall only issue development orders in accordance with the adopted concurrency management system.

Policy 10.1.2.3: ~~The City shall~~ Maintain a development review committee ~~which, among other things, is~~ responsible for ensuring that all new development adheres to adopted level of service standards.

Policy 10.1.2.4: ~~The City shall coordinate~~ Ensure that approval of land use changes and development and redevelopment be subject to the provision of necessary ~~with~~ projected fiscal resources and planned capital improvements projects being provided concurrently with the impacts of development.

Policy 10.1.2.5: ~~The City shall aggressively~~ Seek all grant opportunities to supplement funding capital improvements ~~Program~~ projects ~~tied to desired land use patterns~~.

Policy 10.1.2.6: ~~The City shall~~ Coordinate ~~planning for City improvements~~ capital improvements projects and funding opportunities with ~~the plans of state agencies, the South Florida Water Management District (SFWMD), Broward County and adjacent municipalities when applicable~~ Broward County, adjacent local governments, and other relevant external agencies.

Policy 10.1.2.7: ~~Prior to approving a building permit or its functional equivalent, the City shall~~ Consult with Broward County Water and Wastewater Services to determine whether ~~adequate water supplies~~ sufficient potable water capacity will be available to serve ~~the new~~ proposed development and redevelopment ~~no later than the anticipated date of issuance of a certificate of occupancy or its function equivalent by the City~~.

OBJECTIVE 10.1.3: Establish LOS standards which ensure sufficient, sustainable, resilient, and equitable access to public facilities for all City residents and visitors.

~~To ensure that adopted level of service standards are maintained for the following concurrency related facilities.~~

~~Monitoring and Evaluation:~~

~~• Maintaining all concurrency related facilities at adopted level of service standards.~~

Policy 10.1.3.1: As the City's potable water demand is primarily served by Broward County Water and Wastewater Services (BCWWS), and in small parts served by Fort Lauderdale Utility, LOS standards are established in coordination with the serving utility entities, and in consistency with the Infrastructure Element Permitted Demand Generation Rates:

c. The maximum LOS standard for the area served by BCWWS is 96 gallons per capita per day (gpcd).
d. The maximum LOS standard for the area served by Fort Lauderdale is 170 gpcd. ~~The level of service standard for the water supply serving Lauderdale Lakes is the maximum day plus in-plant use.~~

Policy 10.1.3.2: As the City's sanity sewer service is served by BCWWS, all residential and non-residential sanitary sewer demands are established in concurrency with the serving utility entity:

a. Consistent with the standards established in the Infrastructure Element, the maximum LOS standard for sanitary sewer service in the City is 100 million gallons per day (MGD). ~~The level of service standard for Lauderdale Lakes Sanitary Sewer System is the permitted capacity of BCWWS North Regional Wastewater Treatment Plant which is currently 100 MGD.~~

Policy 10.1.3.3: As the City's solid waste disposal demand is served by Broward County Waste Management, Inc., all residential and non-residential solid waste disposal needs are established in coordination with the serving utility entity, and consistent with the LOS standards established in the Infrastructure Element:

~~For its Solid Waste Collection and Disposal System, Lauderdale Lakes adopts the following level of service (LOS) standards/generation rates as consistent with Broward County Solid Waste Division and the Broward County Comprehensive Plan:~~

e. The maximum LOS standard for the Residential Future Land Use designation is 8.9 lbs. per unit per day
f. The maximum LOS standard for the Industrial & Commercial designation developments are:
   vii. For Factory/Warehouse developments: 2 lbs. per 100 square feet per day.
   viii. For Office Building developments: 1 lb. per 100 square feet per day.
   ix. For Department Store developments: 4 lbs. per 100 square feet per day.
   x. For Supermarket development: 9 lbs. per 100 square feet per day.
   xi. For Restaurant development: 2 lbs. per meal per day.
   xii. For Drug Store development: 5 lbs. per 100 square feet per day.
g. The maximum LOS standards for public and private school developments are:
   iii. For Grade School developments: 10 lbs. per room & ¼ lbs. per pupil per day.
   iv. For High School developments: 8 lbs. per room & ¼ lbs. per pupil per day.
h. The maximum LOS standards Institutional developments are:
   v. For Hospital developments: 8 lbs. per bed per day.
   vi. For Nurse or Intern Home developments: 3 lbs. per person per day.
   vii. For Home for Aged developments: 3 lbs. per person per day.
   viii. For Rest Home developments: 3 lbs. per person per day.

Policy 10.1.3.4: To meet the projected needs regarding stormwater and flooding drainage, as managed by the Lauderdale Lakes Stormwater Division, and to ensure consistency with the LOS

standards established for stormwater and drainage in the Infrastructure Element, the following drainage standards apply to residential and non-residential developments:

g. Drainage: For all off-site discharges, the permitted return period and frequency for a 25-year, 72-hour storm event, is 75.9 cubic feet per square mile.
h. Flood Protection: The minimum permitted flood protection elevation for finished floors is equivalent to the minimum elevation necessary to remain above the flood waters of a 100-year, 72-hour storm event, according to the Broward County 100-year flood elevation map
i. Flood Protection: The minimum permitted flood protection elevation for road crowns is equivalent to the minimum elevation necessary to remain above the flood waters of a 10-year, 72-hour storm event, according to the Broward County 10-year flood elevation map
j. Water Quality –Detention: For stormwater detention under wet conditions, the larger volume must be retained of the first inch of runoff for a subject site, or 2.5 times the site's percentage of impervious area.
k. Water Quality – Detention: For stormwater detention under dry conditions, the 75 percent of the wet conditions stormwater detention requirement must be met.
l. Water Quality – Retention: For stormwater retention under dry conditions, 50 percent of the wet conditions stormwater detention requirement must be met.
m. Water Quality – Detention: For stormwater detention for Commercial or Industrial developments, ½ inch of the dry conditions retention or detention requirements must be met.

~~Lauderdale Lakes adopts the following level of service (LOS) standards for its stormwater management system:~~

~~Drainage – off site discharge rate/ 25 years, 72 hours/ 75.9 cubic feet per square mile~~

~~Flood Protection – water elevation- 100-year, 72-hour for finished floors/ Broward County 100-year flood elevation map~~

~~Flood Protection – water elevation- 10-year, 72-hour for road crowns/ Broward County 10-year flood elevation map~~

~~Water quality – Retention/detention- Wet detention/ The larger volume of first inch of runoff or 2.5 times the site's percent of impervious area~~

~~Water quality – Retention/detention- Dry detention/ 75 percent of Wet detention requirement~~

~~Water quality – Retention/detention- Dry retention/ 50 percent of Wet detention requirement~~

~~Water quality – Retention/detention- Commercial or Industrial Development/ ½ inch of dry retention or detention pre-treatment is required~~

Policy 10.1.3.5: To meet the projected needs regarding automobile Transportation Facilities system in the City of Lauderdale Lakes, the following roadway LOS standards apply to roadways within the City to ensure consistency with the Broward County Comprehensive Plan Transportation Element:

~~For its Transportation System, Lauderdale Lakes adopts the following level of service (LOS) standards as consistent with the Broward County Comprehensive Plan:~~

a. For Local Roads, the minimum acceptable LOS standard is LOS C under Peak Hour conditions.
b. For Local Collectors, the minimum acceptable LOS standard is LOS D under Peak Hour conditions.
c. For County and State Arterials (non-Trip funded facilities), the minimum acceptable LOS standard is LOS D~~+~~ plus 75% of Peak Hour traffic per Broward County Transportation Element under Peak Hour conditions.
d. For ~~FIHS/SIS~~ Florida Interstate Highway System and Strategic Intermodal System Facilities and all other Federal and State managed facilities, the minimum acceptable LOS standard is LOS D per FDOT Rule Chapter 14-94 F.A.C., under Peak Hour conditions.
e. For the Broward County Transportation Concurrency Management Area (TCMA) Central District:
    1. Overall, increase number of bus stop shelters by 25 percent from FY 2009 to FY 2013.
    2. In the Central District, maintain headways of 30 minutes or less on 80% of routes. Establish and maintain service at one or more neighborhood transit centers. Reduce traffic signal communication failures by 50% by FY 2013. Increase peak-hour weekday fixed-route transit ridership by 19 percent from FY 2009 to FY 2013. Maintain the current number of community bus routes (24) through 2013.
    3. Roadway LOS standards as listed above.

~~For Local Roads: LOS C Peak Hour~~

~~For Local Collectors: LOS D Peak Hour~~

~~For County and State Arterials (non-Trip funded facilities): LOS D+75% Peak Hour per Broward County Transportation Element~~

~~For FIHS/SIS Facilities and all other facilities: LOS D per FDOT Rule Chapter 14-94 F.A.C.~~

~~For Broward County Transportation Concurrency Management Area (TCMA) Central District:~~

~~1. Overall, increase number of bus stop shelters by 25 percent from FY 2009 to FY 2013.~~

~~2. In the Central District, maintain headways of 30 minutes or less on 80% of routes. Establish and maintain service at one or more neighborhood transit centers. Reduce traffic signal communication failures by 50% by FY 2013. Increase peak-hour weekday fixed-route transit ridership by 19 percent from FY 2009 to FY 2013. Maintain the current number of community bus routes (24) through 2013.~~

~~3. Roadway LOS standards as listed above.~~

Policy 10.1.3.6: As the City of Lauderdale Lakes does not directly manage any Public Schools, and coordinates Public Schooling needs through an Interlocal Agreement with Broward County, ~~For its Public School System, Lauderdale Lakes adopts~~ the following level of

service (LOS) standards ~~as consistent with the~~ must maintain consistency with the LOS standards utilized by the Broward County School Board:

a. For Elementary Schools, the LOS standard is 100 percent of Florida Inventory of School Houses (FISH);
b. For Middle Schools, the LOS standard is 100 percent of FISH; and
c. For High Schools, the LOS standard is 100 percent of FISH.

Policy 10.1.3.7: To meet the projected needs for recreational facilities, parks, and open space for residents and visitors ~~For its Park and Recreation System,~~ the City ~~Lauderdale Lakes adopts the following level of service (~~ will maintain ~~LOS) standards:~~ a minimum of 3 acres of parks and recreation acreage per 1,000 City residents. ~~Park Acreage- 3 acres per 1,000 residents~~

OBJECTIVE 10.1.4: ~~To~~ Ensure that public school facilities are available for current and future students consistent with available financial resources and the adopted level of service (LOS).

~~**Monitoring and Evaluation:**~~

~~**• School enrollment projections compared to the School District's Adopted Five- Year District Educational Facilities Plan (DEFP), as adopted by reference into the Capital Improvement Element (CIE).**~~

Policy 10.1.4.1: ~~Consistent with policies and procedures within the Amended Interlocal Agreement for Public School Facility Planning (ILA), the DEFP shall~~ Update the City's five-year CIP annually to ensure consistency with Broward County Public Schools District Educational Facilities Plan (DEFP), ~~contain~~ a five-year financially feasible schedule of capital improvements to address existing deficiencies and achieve and maintain the adopted LOS in all concurrency service areas (CSAs). ~~This financially feasible schedule shall be updated by the School Board on an annual basis and annually adopted into the City's CIE.~~

Policy 10.1.4.2: Pursuant to the ~~ILA~~ Amended Interlocal Agreement, the adopted LOS ~~shall~~ is be applied consistently by Broward County, the City, the municipalities, and the School Board, district-wide to all schools of the same type."

OBJECTIVE 10.1.5: ~~To~~ Ensure that transportation facilities are scheduled in a manner that maintains the adopted level of service standards.

~~**Monitoring and Evaluation:**~~

~~**• Transportation deficiencies compared to transportation projects scheduled in local, county, regional and state transportation plans.**~~

Policy 10.1.5.1: Incorporate the findings, transportation improvements projects, projections, and transportation policies and recommendations that correspond to the City of Lauderdale Lakes from the Broward County Metropolitan Planning Organization (MPO) 2045 Metropolitan Transportation Plan (MTP) and 2045 Transportation Improvements Plan (TIP) into the City Comprehensive Plan to confirm consistency with Broward County Transportation planning efforts.

~~Lauderdale Lakes hereby adopts by reference the FY2009/2010 to FY2013/2014 Broward County MPO Transportation Improvement Plan.~~

Policy 10.1.5.2: Incorporate the findings, transit improvement projects, projections, and transit policies that correspond to the City of Lauderdale Lakes from the Fiscal Year 2023 – 2032 Broward County Transit Development Plan (TDP) into the City Comprehensive Plan.

~~Lauderdale Lakes hereby adopts by reference the 2009-2018 Broward County Transit Development Plan (TDP).~~

Policy 10.1.5.3: Incorporate the findings, transportation improvements projects, projections, and transportation policies and recommendations that correspond to the City of Lauderdale Lakes from the most current Florida Department of Transportation Adopted Work Program into the City Comprehensive Plan.

~~Lauderdale Lakes hereby adopts by reference the FY2009 to FY 2014 Florida Department of Transportation Adopted Work Program.~~

OBJECTIVE 10.1.6: ~~To~~ Develop and maintain a system where developers will bear a proportionate cost of facility improvements necessitated by the development in order to adequately maintain adopted level of service standards.

~~Monitoring and Evaluation:~~

~~• Whether the City of Lauderdale Lakes has implemented a proportionate fair share system in its Land Development Regulations.~~

Policy 10.1.6.1: ~~The City shall use~~ Utilize capital improvements cost estimates and adopted and/or State approved development impact methodologies to determine and assess proportionate fair share payments or dedications.

Policy 10.1.6.2: ~~At its discretion, the City may~~ Provide impact fee or proportionate share payment exemptions to certain proposed development projects ~~from paying impact fees or proportionate share payments when the project~~ that adheres~~s~~ to City adopted incentive programs, ~~and is approved~~ subject to approval by the City Commission and recommendation of the City Development Services Director.

Policy 10.1.6.3: ~~The City shall~~ Ensure capital revenues and/or secured developer commitments are in place to maintain all public facilities at adopted LOS standards prior to the issuance of ~~new~~ development orders.

Policy 10.1.6.4: Maintain the City of Lauderdale Lakes 10-year Water Supply Facilities Work Plan (WSFWP), and engage in the analysis to update the WSFWP every five years which ensures consistency with Broward County potable water services, Broward County sanitary sewer services, and any other water supply utilities entities providing services within the City.

OBJECTIVE 10.1.7: ~~The City shall~~ Exercise sound fiscal management to ensure that needed capital improvements are provided for existing and future development.

~~Monitoring and Evaluation:~~

~~**• Whether the City has adopted a financially feasible five-year capital improvements program.**~~

Policy 10.1.7.1: ~~The City shall~~ Issue municipal bonds or borrow funds for municipal purposes only to the extent authorized by and subject to the limitations provided for in Florida Statutes and Municipal Home Rule Law.

Policy 10.1.7.2: ~~The City shall~~ Explore the possibility of adopting an impact fee or user fee independent of Broward County impact and user fees to fund capital improvements.

Policy 10.1.7.3: The Finance Director will review all proposed capital improvement projects and make a recommendation to the City Manager that ~~concerning the City's ability to finance such proposals. The recommendation shall~~ includes a review of the following:

1. Ability to use impact fees or proportionate share payments;
2. Ability to use an existing revenue stream;
3. Assessment of likelihood of getting a bond approved by voters of Lauderdale Lakes; and
4. Availability of grant funds.

11. PROPERTY RIGHTS ELEMENT

Purpose

The purpose of the Property Rights Element is to ensure that City respects judicially acknowledged and constitutionally protected property rights. As required by section 163.3177(6)(i), Florida Statutes, the Property Rights Element endeavors to ensure that the personal and private property of City residents is respected in City planning initiatives.

GOAL 11.1: Respect judicially acknowledged and constitutionally protected private and personal property rights in City planning initiatives.

OBJECTIVE 11.1.1: Consider City residents' and visitors' rights to personal and private property in Town planning initiatives.

Policy 11.1.1.1: Consider the right of a property owner to physically possess and control their interests in the property, including easements, leases, or mineral rights in local decision making.

Policy 11.1.1.2: Consider the right of a property owner to use, maintain, develop, and improve their property for personal use or for the use of any other person, subject to state law and local ordinances, in local decision making.

Policy 11.1.1.3: Consider the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property in local decision making.

Policy 11.1.1.4: Consider the right of a property owner to dispose of their property through sale or gift in local decision making.

Definitions

The following definitions are adopted as part of this comprehensive plan update to assist in the understanding and implementation of the Lauderdale Lakes Comprehensive Plan.

Accessory Dwelling Unit: An ancillary or secondary living unit, that has a separate kitchen, bathroom, and sleeping area, existing either within the same structure, or on the same lot, as the primary single-family dwelling unit.

Administrative Rules Document: A publication containing rules, guidelines, procedures, and methodologies reviewed, revised, adopted and amended by the Broward County Planning Council and the Board of County Commissioners for the purpose of providing assistance and guidance to local governmental entities and the general public and direction to Council staff in implementing the BrowardNEXT - Broward County Land Use Plan.

Affordable Housing: Refers to housing for which monthly rents or monthly mortgage payments (including taxes and insurance) **do not exceed 30%** of an amount representing the percentage (very low = 50%; low = 80%; moderate = 120%) of the median income limits adjusted for family size for the households.

Agricultural Uses: Activities within land areas which are predominantly used for the cultivation of crops and livestock including cropland; pastureland; orchards; vineyards; nurseries; ornamental horticulture areas; groves; confined feeding operations; specialty farms; and silviculture areas; and equestrian uses.

Airport Clear Zone: A designated area of land which is subject to peak aircraft noise and on which there is the highest potential of danger from airport operations.

Airport Facility: Any area of land or water improved, maintained or operated by a governmental agency for the landing and takeoff of aircraft, or privately owned paved runways of 4,000 or more feet in length, and any appurtenant area which is used for airport buildings, or other airport facilities or rights-of-way.

Airport Obstruction: Any structure, object of natural growth, existing condition or use of land which obstructs the airspace required for the flight of aircraft in landing or taking off at an airport or which otherwise increases the risk of danger to aircraft operations.

Amendment: Any change to an adopted comprehensive plan except for corrections, updates and modifications of the capital improvements element concerning costs, revenue services, acceptance of facilities or facility construction dates consistent with the plan as provided in Subsection 163.3177(3)(b), Florida Statutes, and corrections, updates or modifications of current costs in other elements, as provided in Section 163.3187(4), Florida Statutes.

Arterial Road: A roadway providing service which is relatively continuous and of relatively high traffic volume, long trip length, and high operating speed. In addition, every United States numbered highway is an arterial road.

Bicycle and Pedestrian Facilities: Any road, path or way which is open to bicycle travel and traffic afoot and from which motor vehicles are excluded.

BrowardNEXT - Broward County Land Use Plan: The Future Land Use Plan Element for all of Broward County adopted by the Broward County Commission in conformance with the requirements of the Broward County Charter and Florida Statutes Chapter 163.

Broward County's Premium Mobility Plan (PREMO): A transportation initiative aimed at improving Broward County's public transit network by providing high-quality, efficient, and reliable mobility options.

Broward County Trafficways Plan: The plan promulgated by the Broward County Planning Council pursuant to Chapter 59-1154, Laws of Florida, as amended, and the Broward County Charter, which depicts a network of Trafficways for Broward County. Definitions | 3 BUILDING - means any structure having a roof and used or built for the shelter or enclosure of persons, animals, or property of any kind.

Capital Budget: The first year of the capital program which includes capital project appropriations and the revenues required to support the projects.

Capital Improvement: Physical assets constructed or purchased to provide, improve or replace a public facility and which are large scale and high in cost. The cost of a capital improvement is generally nonrecurring and may require multi-year financing. For the purpose of this rule, physical assets which have been identified as existing or projected needs in the individual comprehensive plan elements shall be considered capital improvements.

Certified Land Use Plan: A local land use plan which has been certified by the Broward County Planning Council as being in substantial conformity with the Broward County Land Use Plan and which has been adopted by a unit of local government in conformance with the requirements of the Local Government Planning and Land Development Regulation Act.

Collector Road: A roadway providing service which is of relatively moderate traffic volume, moderate trip length, and moderate operating speed. Collector roads collect and distribute traffic between local or arterial roads and serve as a linkage between land access and mobility needs.

Commercial Uses: Activities within land areas which are predominantly connected with the sale, rental and distribution of products, or performance of services.

Community Park: Acreage as described in the "Community and Regional Parks" subsection of the Implementation Requirements and Procedures Section of the Broward County Land Use Plan that is utilized by local governments to meet the community level parks requirement of the Broward County Land Use Plan.

Comprehensive Plan: A plan that meets the requirements of 163.3177 and 163.3178, Florida Statutes, as amended.

Concurrency: Public facilities and services needed to support development will be provided in order to achieve and maintain the adopted level of service standards, per Section 163.3180, Florida Statutes, as amended

Concurrency Management System: The provisions in the local government comprehensive plan including implementation regulations, encompassing the restrictions, methods, resources, timing and solutions intended to be compatible with and further compliance with the statutory requirement to provide public facilities and services needed to support development consistent with concurrency requirements and Section 163.3180, Florida Statutes, as amended.

Consistent: Compatible with and furthers. Compatible with – means not in conflict with. Furthers means to take action in the direction of realizing the goals and policies. As applied to the local plan, a local plan shall be consistent with the state plan and the regional plan.

Developer: Any person, including a governmental agency, undertaking any development.

Development Order: Any order granting, denying, or granting with conditions an application for a development permit.

Development Permit: Any building permit, zoning permit, subdivision or plat approval, rezoning, certification, special exception, variance, or any other official action having the effect of permitting the development of land.

Drainage Facilities: A system of man-made structures designed to collect, convey, hold, divert or discharge stormwater, and includes stormwater sewers, canals, detention structures, and retention structures.

Environmentally Sensitive Land: Those lands that include rarity of species or habitat, connectedness, ecological quality, manageability, and importance to water resources, thereby warranting their protection in a natural state for the public interest and highly restricting their access and use to do so.

Floodplains: Areas susceptible to being inundated during an identified flood event or identified by the National Flood Insurance Program as A Zones (A, AE, AH AO), V Zones (V, VE) or X Zone on Flood Insurance Rate Maps or Flood Hazard Boundary Maps.

Florida Interstate Highway System (FIHS): A highway system created to be a statewide transportation network to provide for high-speed and high-volume traffic movements within the state. Created by the Florida Legislature in 1990 and repealed in 2012.

Goal: The long-term end toward which programs and activities are ultimately directed.

Group Home: A facility which provides a living environment for unrelated residents who operate as the functional equivalent of a family, including such supervision and care as may be necessary to meet the physical, emotional and social needs of the residents. Adult Congregate Living Facilities comparable in size to group homes are included in this definition. It shall not include rooming or boarding homes, clubs, fraternities, sororities, monasteries or convents, hotels, residential treatment facilities, nursing homes, or emergency shelters.

Hazardous Waste: Solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated or otherwise managed.

Historic Resources: All areas, districts or sites containing properties listed on the Florida Master Site File, the National Register of Historic Places, or designated by the City of Pembroke Pines as historically, architecturally, or archaeologically significant.

Improvements: May include, but are not limited to, street pavements, curbs and gutters, sidewalks, alley pavements, walkway pavements, water mains, sanitary sewers, storm sewers or drains, street names,

signs, landscaping, permanent reference monuments, permanent control points, or any other improvement required by a local governing body.

Industrial Uses: The activities within land areas predominantly connected with manufacturing, assembly, processing, or storage of products.

Infrastructure: Those man-made structures which serve the common needs of the population, such as: sewage disposal systems; potable water systems; potable water wells serving a system; solid waste disposal sites or retention areas; storm water systems; utilities; piers; docks; wharves; breakwaters; bulkheads; seawalls; bulwarks; revetments; causeways; marinas; navigation channels; bridges; roadways; railroads; sidewalks; and bikeways

Land Development Code: The various types of regulations for the development of land within the jurisdiction of a unit of local government when combined into a single document.

Land Development Regulations: Ordinances enacted by governing bodies for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of land.

Land Use: The development that has occurred on the land, the development that is proposed by a developer on the land, or the use that is permitted or permissible on the land under an adopted comprehensive plan or element or portion thereof, land development regulations, or a land development code, as the context may indicate.

Level of Service: An indicator of the extent or degree of service provided by, or proposed to be provided by a facility based on and related to the operational characteristics of the facility. Level of service shall indicate the capacity per unit of demand for each public facility.

Limited Access Facility: A roadway especially designed for through traffic, and over, from, or to which owners or occupants of abutting land or other persons have no greater than a limited right or easement of access.

Local Road: A roadway providing service which is of relatively low traffic volume, short average trip length or minimal through traffic movements, and high volume land access for abutting property.

Low-Income Households: Households earning 51% to 80% of the AMI, adjusted for family size, as determined by HUD in Section 8 Assisted Housing Program, or families whose annual income does not exceed 80 percent of the median income for the area.

Low-Income Person: Means one or more natural persons or a family, that has a total annual household income between 50 and 80 percent of the area median income for households as defined by the most recent Housing and Urban Development data for Broward County and as adjusted for household size.

Major Trip Generators or Attractors: Concentrated areas of intense land use or activity that produces or attracts a significant number of local trip ends.

Mass Transit: Passenger services provided by public, private or non-profit entities such as the following surface transit modes: commuter rail, rail rapid transit, light rail transit, light guideway transit, express bus, and local fixed route bus.

Minerals: All solid minerals, including clay, gravel, phosphate rock, lime, shells (excluding live shellfish), stone sand, heavy minerals, and any rare earths, which are contained in the soils or waters of the state.

Mining: The extraction of minerals found in natural deposits on or in the earth from their location so as to make them suitable for commercial, industrial, or construction use.

Mobile Home: A structure, transportable in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width, and which is built on an integral chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained herein.

Moderate-Income Person: One or more natural persons or a family, that has a total annual household income between 80 and 120 percent of the area median income for households as defined by the most recent Housing and Urban Development data for Broward County and as adjusted for household size.

Modal Split: The proportion of total person trips that use each of various specified modes of transportation (DOT).

Natural Reservations: Areas designated for conservation purposes, and operated by contractual agreement with or managed by a federal, state, regional or local government or nonprofit agency such as: national parks, state parks, lands purchased under the Save Our Coast, Conservation and Recreation Lands or Save Our Rivers programs, sanctuaries, preserves, monuments, archaeological sites, historic sites, wildlife management areas, national seashores, and Outstanding Florida Waters. This definition does not include privately owned land managed by a state agency on either a voluntary or a short-term contractual basis.

Neighborhood Park: A park which serves the population of a neighborhood and is generally accessible by bicycle or pedestrians ways.

Objective: A specific, measurable, intermediate end that is achievable and marks progress toward a goal.

Open Spaces: Undeveloped lands suitable for passive recreation or conservation use.

Park: Public or private area of land, with or without buildings, primarily used for active or passive recreational purposes.

Plat: A map or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and other information in compliance with the requirement of all applicable sections of this element and of any local ordinances, and may include the terms “replat,” “amended Plat,” or “revised Plat.”

Policy: The way in which programs and activities are conducted to achieve an identified goal.

Pollution: The presence in the outdoor atmosphere, ground or water of any substances, contaminants, noise, or man-made or man-induced alteration of the chemical, physical, biological, or radiological integrity of air or water, in quantities or at levels which are or may be potentially harmful or injurious to human health or welfare, animal or plant life, or property, or unreasonably interfere with the enjoyment of life or property.

Potable Water Facilities: A system of structures designed to collect, treat, or distribute potable water, and includes water wells, treatment plants, reservoirs, and distribution mains.

Principal Building: A building which is occupied by, or devoted to, a principal use or an addition to an existing principal building which is larger than the original existing building. In determining whether a

building is of primary importance, the use of the entire parcel shall be considered. There may be more than one principal building on a parcel.

Principal Use: The primary or main use of a parcel of land as distinguished from an ancillary or accessory use. There may be more than one principal or main use on a parcel of land.

Public Access: The ability of the public to physically reach, enter or use recreation sites including beaches and shores.

Public Facilities: Major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and public health systems and facilities.

Public Recreation Sites: Sites owned or leased on along-term basis by a federal, state, regional or local government agency for purposes of public recreational use.

Public Utility: Any public or private utility, such as, but not limited to, storm drainage, sanitary sewers, electric power, water service, gas service, or telephone line, whether underground or overhead.

Recertification: A local land use plan which has previously been certified by the Broward County Planning Council, but because of amendments, de-certification, or amendment to the Broward County Land Use Plan, is no longer in conformity, and must be recertified by the Broward County Planning Council as being in substantial conformity with the Broward County Land Use Plan.

Recreation: The pursuit of leisure time activities occurring in an indoor or outdoor setting.

Recreational Facility: A component of a recreation site used by the public such as a trail, court, athletic field or swimming pool.

Regional Park: Acreage listed in the “Community and Regional Parks” subsection of the Plan Implementation Requirements Section of the Broward County Land Use Plan that is utilized by the Broward County Board of County Commissioners to meet the regional level parks requirement of the Broward County Land Use Plan.

Regional Transportation Network: The facilities contained within the Broward Metropolitan Planning Organization’s adopted long range plan and roadway capacity tables, except for those roads functionally classified as city collector roads, but not excluding other modes and networks such as corridors, transit, greenways and freight.

Residential Uses: Activities within land areas used predominantly for housing.

Right-of-Way: Land dedicated, deeded, used, or to be used for a street, alley, walkway, boulevard, drainage facility, access or ingress and egress, or other purpose by the public, certain designated individuals, or governing bodies.

Roadway Capacity: The maximum sustainable flow rate at which persons or vehicles can reasonably be expected to traverse a point or a uniform section of roadway during a given time period under prevailing conditions.

Roadway Functional Classification: The assignment of roads into systems according to the character of service they provide in relation to the total road network using procedures developed by the Federal Highway Administration. Basic functional categories in both urban and rural forms include principal

arterial roads, minor arterial roads, collector roads and local roads. Principal arterial roads include three (3) subcategories: Interstate, Other Freeways & Expressways (OF&E) and Other Principal Arterial (OPA). Collector roads are subcategorized into major and minor levels.

Sanitary Sewer Facilities: Structures or systems designed for the collection, transmission, treatment, or disposal of sewage and includes trunk mains, interceptors, treatment plants and disposal systems.

Seasonal Population: Part-time inhabitants who utilize, or may be expected to utilize, public facilities or services, but are not residents. Seasonal population shall include tourists, migrant farm workers, and other short-term and long-term visitors.

Septic Tank: An on-site sewage disposal system, consisting of a watertight receptacle constructed to promote separation of solid and liquid components of wastewater, to provide limited digestion of organic matter, to store solids, and to allow clarified liquid to discharge for further treatment and disposal in a soil absorption system.

Significant Parking Facilities: Parking lots or structures of more than 100 spaces or greater which serve public transit facilities or serve multiple off-site developments.

Solid Waste: Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility or garbage, rubbish, refuse, or other discarded material, including solid; liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

Solid Waste Facilities: Lands, structures or systems designed for the treatment, storage, collection, processing or disposal of solid wastes, including hazardous wastes, and includes transfer stations, processing plants, recycling plants, and disposal systems.

State Comprehensive Plan: The goals and policies contained within the state comprehensive plan, Section 187.201, Florida Statutes.

Stormwater: The flow of water which results from a rainfall event.

Structure: Anything constructed, installed or portable, the use of which requires a location on a parcel of land. It includes a movable structure while it is located on land which can be used for housing, business, commercial, agricultural, or office purposes either temporarily or permanently. “Structure” also includes fences, billboards, swimming pools, poles, pipelines, transmission lines, tracks, and freestanding signs.

Subdivision: The platting of real property into two or more lots, parcels, tracts, tiers, blocks, sites, units, or any other division of land; and includes establishment of new streets and alleys, additions, and resubdivisions; and, when appropriate to the context, relates to the process of subdividing or to the lands or areas subdivided.

Substantial Conformity: Refers to the Broward County Charter requirement contained in Article VI, Section 6.05 D & E that local governmental future land use plans shall be materially and pertinently compatible with and further the Broward County Land Use Plan in order to be certified or recertified.

Transportation Disadvantaged: Those persons who because of physical or mental disability, income status, or age are unable to transport themselves or to purchase transportation and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social

activities, or other life sustaining activities, or children who are handicapped or high-risk or at-risk as defined in s. 411.202 Florida Statutes.

Urban Character: An area used intensively for residential, urban recreational, commercial, industrial, institutional, or governmental purposes or an area undergoing development for any of these purposes.

Urban Open Space: A smaller landscaped or natural open area, generally between one-tenth of an acre to an acre in size, that at a minimum provides an aesthetic green buffer.

Very Low-Income Person: One or more natural persons or a family, that has a total annual household income that does not exceed 50 percent of the area median income for households as defined by the most recent Housing and Urban Development data for Broward County and as adjusted for household size.

For terms not listed above, Lauderdale Lakes adopts by reference those definitions of terms as delineated in Section 163.3164 F.S., Chapter 9J-5 F.A.C., and the Broward County Land Use Plan, as amended.

City of Lauderdale Lakes COMPREHENSIVE PLAN

2025 Data Inventory and Analysis

Prepared by Kimley-Horn and the City of Lauderdale Lakes Planning and Zoning Division

Kimley»Horn

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Introduction

VISION

The City of Lauderdale Lakes' vision statement is
"A Vibrant, Connected, Diverse and Safe Community."

These words from the City's Strategic Plan 2025, Vision Lauderdale Lakes: Our City Our Story, represent the City's aspiration for its present and future. The Comprehensive Plan Update will reflect this vision by establishing goals, objectives, and policies that will guide growth and development through the year 2035 and year 2050 planning horizons.

PURPOSE

Pursuant to Florida Statutes (F.S.) Section 163.3191 – Evaluation and Appraisal of Comprehensive Plans, local governments comprehensively evaluate and, as necessary, update their comprehensive plans at least once every seven years to reflect changes in state requirements and local conditions.

BACKGROUND

Comprehensive Plan amendments associated with the Evaluation and Appraisal Review (EAR) process, as defined in Section 163.3191, Florida Statutes, are subject to the requirements of Section 163.3184(3)(b)(1), Florida Statutes and is associated with proposed amendments previously approved by Ordinance 2021-009, Ordinance 2021-010 and Ordinance 2024-002 unanimously.

If approved by the Planning and Zoning Board and City Commission, the amendments will be transmitted for review and comment to the Department of Commerce, the Broward County Planning Council, and all other required reviewing agencies in accordance with Section 163.3177(6)(I), Florida Statutes. The State of Florida is anticipated to issue comments within 30 days of receipt of the proposed amendments. Upon issuance of no objections, the City will receive correspondence from the State to proceed with adopting the proposed amendments as written within 180 days.

Every seven years, the City is required by State statute to review its Comprehensive Plan determine the necessity to submit EAR-based amendments for approval to the Florida Department of Commerce (FloridaCommerce). In accordance with Sections 163.3191(1)-(5), Florida Statutes, the City must determine if amendments to its Comprehensive Plan are necessary to reflect changes in state requirements and notify the state planning agency of its determination.

Most recently, the City transmitted EAR-based amendments of the Future Land Use and Recreation and Open Space elements of the Comprehensive Plan via Commerce reference number 24-01ER and 02-TA-24. On August 07, 2024, the Department of Commerce provided the City correspondence of its review of the proposed comp plan amendment and attached a Objections, Recommendations, and Comments (ORC) report outlining deficiencies concerning the amendment.

On January 28, 2025, the Mayor and City Commission approved authorization of a task order to Kimley-Horn and Associates, Inc, to provide the necessary modifications to the City's Comprehensive Plan to address statutory requirements and deficiencies outlined by the State and County. This collaboration seeks to complete all necessary Comprehensive Plan amendments by Q4 2025.

CITY PROFILE

ABOUT THE CITY

The City of Lauderdale Lakes (the City) was incorporated on June 22, 1961. It comprises an area of approximately four-square miles in Broward County (the County), centered at the crossroads of State Road (SR) 7/US 441 and Oakland Park Boulevard.

At the time of incorporation, approximately 300 residents lived in the area. Lauderdale Lakes' physical character was vastly different; SR 7, then a two-lane undivided road, served as the primary thoroughfare, and much of the land was used for farming and grazing. The City's fire service was initially staffed by five volunteers with a single fire truck, and the "fire station" was a parking lot on SR 7. The first City Hall operated out of a construction trailer on a development site.

Through the 1960s and 1970s, Lauderdale Lakes grew into a vibrant, diverse community with thriving neighborhoods and economic vitality. Over time, new construction, an expanding residential base, and increasing commercial development have transformed the City into a thriving suburban environment ideal for living, working, and playing. As countywide development has spread westward, Lauderdale Lakes has become not only conveniently central, but also highly desirable.

Since 1998, the City has operated under a Mayor-City Commission-City Manager form of government. Together, the Commission and City administration have established a Strategic Plan and Financial Plan that focus on enhancing the health, economic well-being, and overall quality of life for residents.

PLANNING PERIOD PROJECTIONS

According to the U.S. Census Bureau, the City of Lauderdale Lakes reported a 2020 decennial census population of 35,954. The City has maintained a relatively stable proportion of 1.8 to 2.0 percent of the total Broward County population.

Due to the City's built out character, this growth trend is expected to continue, averaging a 2 percent annual increase, consistent with Broward County's average aggregate growth rate. The City's population projections, sourced from the University of Florida's Bureau of Economic and Business Research (BEBR) provides low, medium, and high end bi-decennial population projections from year 2025 to year 2050. For planning purposes, the BEBR high projection scenario will be used, as the City's historical growth has consistently measured between the medium and high projections.

According to the table data below, the City is projected to experience a 0.78 percent compound annual growth rate from 2025 to 2050. This represents a decline from the 1.19 percent growth rate of the past three decades, reflecting the City's development limitations and reliance on infill and redevelopment opportunities.

TABLE 1.1 - HISTORICAL POPULATION CHANGES FOR THE CITY OF LAUDERDALE LAKES AND BROWARD COUNTY: 1990 – 2020				
Year	**Lauderdale Lakes**	**Percentage Growth Change**	**Broward County**	**Percentage Growth Change**
1990	27,341	-	1,255,488	-
2000	31,705	15.9%	1,623,016	29.7%
2010	32,593	3.6%	1,748,065	7.70%
2020	38,956	19.5%	1,926,205	10.19%
Source: *U.S. Census Bureau, 1990, 2000, 2010, and 2020 Population Census Data*				

TABLE 1.2 - POPULATION PROJECTIONS FOR THE CITY OF LAUDERDALE LAKES AND BROWARD COUNTY: 2025 – 2050, LOW, MEDIUM, HIGH				
Year	**Lauderdale Lakes**	**Percentage Growth Change**	**Broward County**	**Percentage Growth Change**
2025	35,252 37,106 **38,961**	-1.95% 3.21% **8.36%**	1,906,400 2,006,700 **2,107,000**	-1.95% 3.21% **8.36%**
2030	35,128 38,392 **41,655**	-0.35% 3.46% **6.92%**	1,899,700 2,076,200 **2,252,700**	-0.35% 3.46% **6.92%**
2035	34,690 39,309 **45,857**	-1.25% 2.39% **5.46%**	1,876,000 2,125,800 **2,375,600**	-1.25% 2.39% **5.46%**
2040	33,399 40,483 **47,567**	-1.79% 1.66% **4.39%**	1,842,400 2,161,100 **2,479,900**	-1.79% 1.66% **4.39%**
2045	33,399 40,483 **47,567**	-1.96% 1.30% **3.73%**	1,806,200 2,189,300 **2,572,400**	-1.96% 1.30% **3.73%**
2050	32,750 40,936 **49,124**	-1.94% 1.12% **3.27%**	1,771,100 2,213,800 **2,656,600**	-1.94% 1.12% **3.27%**
Source: *University of Florida Bureau for Economic Research (BEBR), Volume 57, Bulletin 198, Projections of Florida Population by County, 2025-2050, with Estimates for 2023, January 2024*				

POPULATION CHARACTERISTICS

Beyond total population growth numbers, the 2020 Census revealed a continuing demographic shift toward greater racial and ethnic diversity when compared to the 2010 Census. Approximately 88.8 percent of residents are now persons of color. The Black or African-American population remains the largest and fastest growing racial group, increasing by 13.9 percent from the previous decade to 84.9 percent of the total population.11.18 percent of the population in 2020 is White compared with 14.18 percent a decade earlier, while 1.29 percent is Asian and 3.95 percent is Hispanic or Latino. About 888 people reported themselves as partly two or more races and/or some other race.

TABLE 1.3 - POPULATION BY RACE:
CITY OF LAUDERDALE LAKES AND BROWARD COUNTY 2010 - 2020

	2010 Census		2020 Census		2010 – 2020 Change	
	Lauderdale Lakes	Broward County	Lauderdale Lakes	Broward County	Lauderdale Lakes	Broward County
Total Population	32,593 (100%)	1,748,066 (100%)	35,954 (100%)	1,944,375 (100%)	+3,361 (10.31%)	+196,309 (+11.23%)
White alone	4,623 (14.18%)	1,102,231 (63.05%)	2,495 (6.94%)	776,174 (39.92%)	-2,128 (-46.03%)	-326,057 (-29.58%)
Black or African American alone	26,278 (80.62%)	467,519 (26.74%)	30,266 (84.18%)	531,910 (27.36%)	+3,988 (+15.18%)	+64,391 (+13.77%)
American Indian/Alaska native alone	75 (0.23%)	5,065 (0.29%)	73 (0.20%)	7,442 (0.39%)	-2 (-2.67%)	2,377 (+46.93)
Asian alone	399 (1.22%)	56,795 (3.2%)	419 (1.17%)	75,922 (3.90%)	+20 (+5.01%)	19,127 (33.68%)
Native Hawaiian and Other Pacific Islander alone	7 (0.00%)	911 (0.00%)	6 (0.00%)	901 (0.00%)	-1 (-14.29%)	-10 (1.10%)
Some Other Race alone*	396 (1.21%)	64,694 (3.70%)	894 (2.49%)	167,236 (8.60)	+498 (+125.76%)	+102,542 (158.50%)
Two or more Races*	815 (2.50%)	50,851 (2.9%)	1,801 (5.01%)	384,790 (19.79%)	+986 (+120.98%)	+333,939 (+656.70%)

Source: *U.S. Census Bureau, 2010 and 2020 Population Census Data and American Community Survey (ACS) DEC Redistricting Data*

***Note:** A large boom in the "Some Other Race alone" and "Two or more Races" categories of the 2020 U.S. Census is a recognized phenomenon largely caused by changes in reporting and classification methods.*

According to the 2023 American Community Survey (ACS), the median age in Lauderdale Lakes is 36.6 years (35.6 years for males, 39.4 years for females). Females slightly outnumber males, with a ratio of 1.04. The senior population (those 65 and older) has declined by 3.03 percent since 2010. The preschool-age population (ages 0-4) has surged by 31.44 percent. The working-age population (18-64) has decreased by 3.03 percent, contrasting with Broward County's 8.24 percent growth in this category.

TABLE 1.4 - POPULATION BY AGE GROUP:
CITY OF LAUDERDALE LAKES AND BROWARD COUNTY 2010 – 2023

	2010 ACS 5-Year Estimate		2023 ACS 5-Year Estimate		2010 – 2023 Change	
	Lauderdale Lakes	Broward County	Lauderdale Lakes	Broward County	Lauderdale Lakes	Broward County
Total Population	32,593 (100%)	1,748,065 (100%)	35,952 (100%)	1,963,531 (100%)	3,359 (100%)	215,466 (100%)
Under 5 years	2,249 (6.9%)	103,136 (5.9%)	2,956 (8.2%)	106,031 (5.4%)	+707 (+31.44%)	+2,895 (+2.81%)
5 to 14 years	4,400 (13.5%)	216,760 (12.4%)	4,739 (13.2%)	223,843 (11.4%)	+339 (+7.70%)	7,082 (+3.27%)
15 to 17 years	1,369 (4.2%)	71,671 (4.1%)	1,422 (4.00%)	72,651 (3.7%)	+53 (+3.88%)	+980 (+1.37%)
18 to 64 years	20,240 (62.1%)	1,106,525 (63.3%)	19,626 (54.6%)	1,197,754 (61.0%)	-614 (-3.03%)	+91,229 (+8.24%)
65 years and over	4,335 (13.3%)	249,973 (14.3%)	7,181 (20.0%)	363,253 (18.5%)	+2,846 (+65.66)	+113,280 (+45.32%)

Source: *U.S. Census Bureau, 2010 and 2023 Population Census Data and American Community Survey (ACS).*

Future Land Use Element

EXISTING LAND USE

Lauderdale Lakes spans approximately 3.7 square miles (or 2,389 acres). A 2007 land use analysis characterized the City as a typical suburban community, which does not fully align with the City's vision to become a business and professional hub. As part of this EAR-based plan update, the Future Land Use Map (FLUM) will be adjusted to encourage higher densities along major corridors and promote mixed-use development to accommodate the projected growth through the year 2050 planning horizon. The proposed development will enhance the livability and desirability of Lauderdale Lakes. The proposed priority redevelopment areas includes a 144-acres Local Activity to support compact, walkable, and sustainable development. Additional comprehensive plan amendments may be required from time to time to implement the City's new vision.

Residential uses dominate the City's landscape, with single-family detached and multi-family dwelling units making up approximately 49 percent of the City's acreage. Commercial uses compose 4.9 percent of the City's land area and are primarily concentrated along the SR 7 corridor and Oakland Park Boulevard. Significant commercial development includes retail malls, the Oriole Shopping Center, the Oakland Shopping Center, the Lakes Mall, Reef Plaza, and the Lauderdale Market Place Mall. Retail businesses have been the most common type of commercial land use. In recent years, however, major residential developments have been developed on commercially designated land. Thus, the decrease in commercial and office space is one key challenge facing the community's economic base today. The City needs to expand commercial and other similar uses that have higher ad valorem tax revenue potential and provide for higher paying jobs.

Lauderdale Lakes has a limited number of industrial uses, making up a little more than 1 percent of the City's overall land use. The type of development found within the industrial use category is light manufacturing in row warehouses. No large industrial parks are in Lauderdale Lakes.

FUTURE LAND USE DESIGNATIONS

The City of Lauderdale Lakes is characterized by 12 Future Land Use Designations based on allowed density and intensity regulations and allowed uses. The table below lists the Future Land Use Designations by acreage.

TABLE 2.1 – FUTURE LAND USE DESIGNATIONS BY ACREAGE		
Future Land Use Designation	**Total Acreage**	**Percentage of Total**
Low Residential (LR)	691.5	29.0%
Low-Medium Residential (LM)	45.2	1.9%
Medium Residential (M)	117.2	4.9%
Medium-High Residential (MH-25)	206.2	8.6%
High Residential (H-50)	117.2	4.9%
Commercial (C)	223.5	9.4%
Industrial (I)	24.0	1.0%
Community Facilities (CF)	151.1	6.3%
Private Recreation (R-1)	48.0	2.0%
Public Recreation (R-2)	66.7	2.8%
Local Activity Center (LAC)	125.5	5.3%
Utilities (U)	8.1	0.3%
Undesignated **(water**, **roads**, etc.**)**	525.2	23.5%
TOTAL	**2,349.4**	**100%**
Source: City of Lauderdale Lakes, Accessed by Kimley-Horn in March 2025		

Section 163.3177(6)(a), F.S. requires Future Land Use designations to be established with general density and intensity regulations. Density generally refers to the allowed amount of permitted dwelling units in each unit of land area, while intensity generally refers to the amount of building and flood space for non-residential uses in each unit of land area. The Future Land Use Map reflects the updated Comprehensive Plan's anticipated location of different types of development.

RESIDENTIAL

The City delineates five Future Land Use designations in the residential category. Each designation is currently allowed a variety of uses and is characterized individually by its density and intensity regulations. The intent of the residential Future Land Use designations is to improve the livability and desirability of the City through the encouragement of compatible uses while enhancing existing residential development. Future residential development will be focused on redevelopment and infill development.

Allowed Uses:

- Parks, golf courses, recreational facilities, civic uses, cultural buildings accessory to a primary outdoor recreational use;
- Community facilities designed to serve the residential area;
- Communication facilities;
- Offices and/or Neighborhood retail sales of merchandise of service (subject to certain limitations);
    - No more than 5 percent of the area designated for residential use on the Broward County Future Land Use Map (Series) within a flexibility zone may be used for offices and/or retail sales of merchandise or services.

- No added contiguous area used for offices and/or retail sales of merchandise or services may exceed ten acres. For this provision, contiguous is defined as: attached; located within 500 feet; or separated only by streets and highways, canals and rivers, or easements.
- Regardless of the constraints of the allowed uses above, space within residential buildings in areas designated for the MH-25 designation or H-50 designation may be used for offices and/or retail sales of merchandise or services, as long as no more than 50 percent of the floor area is used for said purposes.
- Regardless of the constraints of (a) and (b) above, space within residential buildings in areas designated for Medium (16) Residential density may be used for offices, as long as no more than 50 percent of the floor area is used for offices.

- Residential occupation and those uses accessory to residential use; and
- Special Residential Facilities (subject to certain limitations).

  - Special Residential Facility Category (1) development shall count as one dwelling unit each.
  - Special Residential Facility Category (2) development shall count as two dwelling units each.
  - Special Residential Facility Category (3) development shall count as one dwelling unit per every two sleeping rooms regardless of the number of kitchens or baths.

Low Residential (LR)

The LR designation is primarily reserved for single-family detached residential development.

Density and Intensity Regulations:

- Maximum Density Permitted: Five (5) dwelling units per gross acre.
- The building intensity for non-residential uses reverts to the building intensity regulations permitted by the corresponding Future Land Use designation that such uses typically fall in.

Note: The City Land Development Regulations (LDRs) permit 65 percent impervious surface area; two stories or 30 feet, whichever is less under the corresponding zoning district (specific).

Low-Medium Residential (LM)

The LM designation is primarily utilized as an in-between designation for single-family detached development and multi-family developments. LM designated developments include a spectrum of residential development, such as closely packed single-family detached dwelling units and multi-story multi-family developments.

Density and Intensity Regulations:

- Maximum Density Permitted: Ten (10) dwelling units per gross acre.

- The building intensity for non-residential uses reverts to the building intensity regulations permitted by the corresponding Future Land Use designation that such uses typically fall in.

Medium Residential (M)

The M designation is characterized by low-density multi-family developments.

Density and Intensity Regulations:

- Maximum Density Permitted: Sixteen (16) dwelling units per gross acre.
- The building intensity for non-residential uses reverts to the building intensity regulations permitted by the corresponding Future Land Use designation that such uses typically fall in.

Medium-High Residential (MH-25)

The MH-25 designation is characterized by multi-family developments of moderate-density.

Density and Intensity Regulations:

- Maximum Density Permitted: Twenty-five (25) dwelling units per gross acre.
- The building intensity for non-residential uses reverts to the building intensity regulations permitted by the corresponding Future Land Use designation that such uses typically fall in.

High Residential (H-50)

The H-50 designation is characterized by multi-family developments of moderate to high density.

Density and Intensity Regulations:

- Maximum Density Permitted: Fifty (50) dwelling units per gross acre.
- The building intensity for non-residential uses reverts to the building intensity regulations permitted by the corresponding Future Land Use designation that such uses typically fall in.

COMMERCIAL (C)

The purpose of the Commercial Future Land Use designation is to provide land for business, office, retail, personal services, and other commercial uses that are intended to serve and provide for the current and projected growth of the City.

Allowed Uses:

- Neighborhood, community, regional and highway retail and wholesale use;
- Office and business uses;
- Hotels and motels;
- Parks and recreation;
- Community facilities;

- Utilities, transportation and communication facilities (excluding landfills and power plants).
- Residential uses, up to 10 acres, are permitted via City allocation of “flexibility units” and/or “redevelopment units,” provided that total residential uses do not exceed 20% of the land area designated “Commercial” on the future land use map;
- Residential units within the same structure as Commercial uses for the owner, manager or caretaker of the Commercial uses are permitted;
- Retail uses, restaurants, financial institutions, and personal services;
- Employment uses, such as offices for administrative, professional, research, and business purposes;
- Entertainment centers; and
- Commercial recreation uses, such as outdoor and indoor recreation facilities, active recreation complexes, and stadiums.

Density and Intensity Regulations:

- Maximum Density Permitted:
- Maximum Intensity Permitted: 3.0 Floor Area Ratio (FAR)

COMMUNITY FACILITIES (CF)

The purpose of the Community Facilities Future Land Use designation is to provide land for the engagement, interaction, and civic needs of members of the community. This includes uses such as educational, medical, governmental, religious, civic, cultural, judicial, and correctional facilities.

Allowed Uses:

- Schools, houses of worship, hospitals, governmental administration, police, and fire stations, libraries, civic centers, courts, nursing homes, and governmentally sponsored residential-care facilities for the elderly and/or persons with disabilities. Also permitted in areas designated for community facilities are parks and recreation facilities.
  Special Residential Facility categories 2 and 3 as defined in the Broward County Land Use Plan, Plan Implementation Requirements, Special Residential Facilities Uses subsection.

Density and Intensity Regulations:

- Maximum Density Permitted: No residential density is permitted in this Future Land Use designation.
- Maximum Intensity Permitted: 0.75 FAR.

INDUSTRIAL (I)

The purpose of the Industrial Future Land Use designation is to manage the growth and retention of light industrial land uses such as manufacturing, warehouse distribution, research and development, and other heavy commercial or industrial-related uses.

Allowed Uses:

- Industrial uses;

- "Heavy Commercial" uses, such as warehouses, wholesale distributors, et cetera;
- Office uses;
- Utilities, transportation, and communication facilities and easements;
- Parks and recreation uses as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industry;
- Community facilities as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industry; and
- The following uses are permitted in industrial areas provided the total area of these uses does not exceed 20 percent of the area designated for industrial use in the City of Lauderdale Lakes on the Broward County Land Use Plan and as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industry and is certified by the Broward County Planning Council subject to the review and approval requirements of the Administrative Rules Document: Broward County Land Use Plan.
    - Commercial and retail business uses.
    - Hotels and motels.

Density and Intensity Regulations:

- Maximum Density Permitted: No residential density is permitted in this Future Land Use designation.
- Maximum Intensity Permitted: 2.0 FAR.

LOCAL ACTIVITY CENTER (LAC)

The purpose of the Local Activity Center Future Land Use designation is to promote mixed land uses in a single area, to discourage the use of the automobile, and to promote a balance of multi-modal transportation.

Allowed Uses:

- Shall support a balanced mix of land use characterized by compactness, pedestrian-friendly design, neighborhood-scale, and framed by architecture and landscape design appropriate to local history and ecology;
- Shall have a development pattern that generally reflects planning and design principles such as walkable neighborhoods oriented around the "five-minute walk", primary orientation toward public transit systems, a centrally located community serving land use or land uses, and greater integration of housing, employment, shopping and recreation at the neighborhood level;
- Shall encourage rehabilitation or reuse of historic buildings on site, whenever feasible; and
- Shall promote an urban form with well-integrated land use combinations, balanced intensities and densities or uses compatible with surrounding uses, and promote mobility through safe and convenient interconnectivity of vehicular (including transit access), pedestrian and other non-motorized modes of travel. The design guidelines shall integrate public areas through open spaces, urban public plazas, and/or recreational or community facility areas. These guidelines may include:

- Buildings should front the street (zero or minimum setbacks are preferable).
- Vehicle parking strategies which lessen conflicts with bicycles and pedestrians and promote transit usage (i.e. parking structures, off-site parking, reduced parking ratios, shared parking facilities, and parking which does not front the street).
- Transit/bus stops.
- A circulation system designed to strengthen bicycle and pedestrian connectivity to all areas of the site/area, including recreation areas, parks, adjacent uses, transit/bus stops and activity nodes.
- The physical separation, such as walling off neighborhoods from adjacent development or roadways, is discouraged where it disrupts the connectivity of compatible uses, and pedestrian and/or bicycle access. If a buffer is necessary, adequate landscaping could be used in place of a continuous wall.
- Complement and support adjacent existing land uses and/or adopted future land use designations through the effective use of density, massing, and other design elements.

Density and Intensity Regulations:

- Maximum Density Permitted: Twenty-two (22) dwelling units per acre; 2.5 transient dwelling units per acre.
- Maximum Intensity Permitted: 600,000 sq. feet per development of commercial space; 50,000 sq. feet per development of community facility use.

The Local Activity Center (LAC) designation permits a maximum residential density and building intensity governed by site-specific comprehensive plan amendments to be made concurrently with a proposed LAC development.

The Lauderdale Lakes Downtown Activity Center is permitted:

- Acreage: Approximately 140 acres
- General Location: East of Northwest 43rd Avenue, south of Northwest 36th Street, west of Northwest 35th Avenue and north of Northwest 29th Street.
    - Density and Intensity of Land Uses:
    - Residential Land Uses 3,000 dwelling units*
    - Commercial Land Uses 600,000 square feet**
    - Hotel 300 rooms
    - Community Facilities Land Uses 50,000 square feet
    - Recreation and Open Space 5.0 acres minimum

*Consisting of 1,500 high rise† dwelling units, 500 garden apartments and 1,000 townhouses. The City shall not issue residential building permits until the execution and implementation of a legally enforceable mechanism, such as a tri-party interlocal agreement, regarding a student station fee. Additional high rise units may be substituted for garden and/or townhouse units provided that (i) not more than 3,000 total residential units are developed in the LAC and (ii) any such substitution is approved by the City Commission.

**A 20 percent increase (200,000 square feet) is being added as part of the 2025 City Comprehensive Plan amendments to ensure consistency with public interest in limiting major increases in the square footage of Commercial Land Uses.

† Note: High-rise units are defined as four (4) stories or more, consistent with the effective Broward County Land Development Code definition at the time of the adoption of the Broward County Land Use Plan amendment.

RECREATION (R)

The City delineates two Future Land Use designations in the Recreation land use category. Both recreation designations are allowed the same uses and are characterized by their ownership: privately owned or city-owned. The purpose of the Recreation Future Land Use designations is to provide areas that are generally free from development. Recreation developments should provide opportunities for new and existing recreational facilities in the City and support physical and mental well-being for residents of all ages.

Allowed Uses:

- Passive recreational uses, including, but not limited to: nature centers and trails, scenic areas, wildlife sanctuaries and feeding stations, aquatic preserves, and picnic areas;
- Golf courses which are intended to remain as permanent open space;
- Camping grounds and related facilities;
- Cemeteries;
- Active recreational uses, including, but not limited to: tennis courts, playgrounds, swimming pools, athletic fields and courts, beaches, and bikeways;
- Boat ramps and docks; and
- Outdoor cultural, educational and civic facilities, including but not limited to: animal exhibits, habitats, band shells, and outdoor classrooms.

Private Recreation

Density and Intensity Regulations:

- Maximum Density Permitted: No residential density is permitted in this Future Land Use designation.
- Maximum Intensity Permitted: 3.0 FAR for principal structures, 0.10 FAR for accessory structures.

Public Recreation

Density and Intensity Regulations:

- Maximum Density Permitted: No residential density is permitted in this Future Land Use designation.
- Maximum Intensity Permitted: 3.0 FAR for principal structures, 0.10 FAR for accessory structures.

UTILITIES (U)

The purpose of the Utilities Future Land Use designation is to ensure that land is available to produce utilities and guarantee that an adequate level of utility service is provided for the current and future residents of the City.

Allowed Uses:

- Utilities such as water and wastewater treatment plants, pumping stations, electrical power plants and substations, solid waste disposal and transfer stations; excluding Landfills;
- Other uses determined to be ancillary to the primary uses described in (1); and
- The following uses may also be permitted in the areas designated utilities as long as the location of these uses does not preclude or adversely affect the future use of the surrounding areas for utility facilities.
    - Recreation and open space uses;
    - Non-residential agricultural uses; and
    - Communication facilities.

Density and Intensity Regulations:

- Maximum Density Permitted: No residential density is permitted in this Future Land Use designation.
- Maximum Intensity Permitted: 80 feet in height.

FUTURE LAND USE UPDATES

The table below indicates Future Land Use Map amendments adopted since the 2009 EAR-based amendments. There were 51.62 gross acres of land subject to a future land use amendment since the last EAR and three site-specific amendments adopted, of which one was city-initiated and associated with the assignment of 84 flexibility units.

TABLE 2.2 - FUTURE LAND USE MAP AMENDMENTS 2009 – 2020

#	ORD # RES #	Acres	Designation From	Designation To	Location	Name
1	2013-31	16.9	Commercial	Medium Multi-Family Residential (25 DU/AC)	North Central	American Land Ventures
2	2013-31	7.3	Commercial Recreation	Medium Multi-Family Residential (25 DU/AC)	North Central	American Land Ventures
3	2018-003	24	Commercial	Single-family Residential (Up to 5 DU/AC) with allocation of eighty-four (84) flex units	East	Commerce Park

TABLE 2.2 - FUTURE LAND USE MAP AMENDMENTS 2009 – 2020						
4	2018-001	3.42	Commercial	Community Facilities	East	Charter Acquisition Unlimited LLC
5	RES# 2018-120	2.56	Medium Multifamily Residential (RM-25 DU/AC)	Rezone from Multifamily Residential RM-16 to RM-25 with allocation of twenty-one (21) flex units.	West	Casa Lake LLC
***Source**: Planning and Zoning Division – City of Lauderdale Lakes – April 2021*						

AMOUNT OF VACANT LAND

Currently, there are only three tracts of vacant land in the City, totaling approximately seventeen acres across three Future Land Use Designations: Local Activity Center (+/- 3.16 acres), Low-Medium Residential (+/- 4.79 acres), and Community Facilities (+/- 9.06 acres). The City is 99.3 percent built out. Any currently vacant land will likely be developed within the 10-year planning period as the City experiences growth. Any new development will be primarily relegated to infill redevelopment in low and moderate-density areas.

LAND NEEDED FOR PROJECTED POPULATION

The City is projected to see a 1.21 percent compound growth rate over the 10-year planning period, and a 0.93 percent compound growth rate over the 25-year planning period. This yields an overall increase of approximately 4,967 residents over the 10-year planning period and 10,163 residents over the 25-year planning period.

Consistent with the BEBR High forecast, by year 2035, the City will need approximately 1,553 additional dwelling units, and by year 2050 the City will need approximately 3,176 additional dwelling units to serve the projected population growth (demand calculated at an average household size of 3.2 persons). Of the residentially designated vacant land, approximately 3.16 acres are designated LAC and approximately 4.79 acres are designated for the LM Future Land Use. These vacant tracts would need to be developed at an average density of 399.49 dwelling units per acre, which is unrealistic.

Based on the densities permitted by the various residential land use categories, Lauderdale Lakes can accommodate 118 additional housing units, not including “flexibility” balance units currently provided for in the Broward County Land Use Plan, as well as an undetermined number of potential residential units within the LAC (future mix of land uses to occur on the vacant tract designated LAC is unknown).

The City does not have a sufficient amount of vacant residentially designated land to accommodate future growth in the overall planning period. Additional housing units will need to be provided through the redevelopment process, even if allowable densities on residentially designated vacant land are increased. Although vacant land is insufficient to accommodate the future population, the City

anticipated being able to accommodate the projected population through redevelopment within the LAC and proposed priority redevelopment areas as shown in the FLUE Update.

To resolve potential housing shortages and prevent the City's projected growth from being capped, the City should engage in concerted efforts in redeveloping the existing housing conditions for multifamily residential housing with increased residential density and building intensity. Were the City's stock of Low-Residential Future Land Use designated housing development be redeveloped for Low-Medium Residential Future Land Use designated housing development, the City could accommodate between 691 dwelling units (developed at six dwelling units per acre) and 3,457 dwelling units (developed at ten dwelling units per acre).

FLEXIBILITY UNIT ALLOCATION

Broward County and local governments within Broward County provide a density bonus opportunity known as Flexibility Units. These Flexibility Units are calculated as the difference between the Broward County permitted maximum density and the local government's permitted maximum density for a given Future Land Use designation. The City of Lauderdale Lakes maintains a balance of Flexibility Units, as shown in the table below.

TABLE 2.3 - CITY OF LAUDERDALE LAKES FLEXIBILITY UNIT ALLOCATION		
LOCAL ACTIVITY CENTER (est. 2005)		
Land Use/ Development	Ordinance/ Resolution	Allowance
RESIDENTIAL		
High-Rise Dwelling Units		1,500
		0
Balance:		1,500
Garden Apartment Dwelling Units		500
Bella Vista Apartments	Res #17-146	315
Balance:		**185**
Town Home Dwelling Units		1,000
Bella Vista TND-PUD	Ord # 05-32	224
Balance:		**776**
COMMERCIAL		
Commercial Land Uses		500,000
Bella Vista	Res # 05-171	18,000
Dunkin Donuts	Res# 15-106	5,052
Reef Plaza	Res# XX-XXX	107,450
Balance:		**387,498**
HOTEL		
Hotel Rooms		300
		0
Balance:		**300**

TABLE 2.3 - CITY OF LAUDERDALE LAKES FLEXIBILITY UNIT ALLOCATION		
COMMUNITY FACILITY USES		
Community Facilities total (Sq.Ft)		50,000
~~**Bella Vista Clubhouse/Pool**~~	~~Res# 05-171~~	~~10,000~~
Bella Vista Library	Res# 05-171	10,000
Balance:		**40,000**
RECREATION & OPEN SPACE USES		
Open Spaces total (Sq.Ft)		217,800
Northgate Park	Ord# 05-12	137,025
~~**Bella Vista Green**~~	~~Res# 05-171~~	~~50,874~~
Balance:		**80,775**
Source: *City of Lauderdale Lakes Flexibility Zone 43 Report*		
Note: *Table updates are denoted in strikethrough/underline format*		

TABLE 2.4 FLEXIBILITY ZONE 43 REPORT						
City of Lauderdale Lakes Future Land Use Plan Map Categories	**Broward County Future Land Use Plan Map Categories**	**Allowed Density** (dwelling units per acre)	**City Acres**	**County Acres**	**City Units**	**County Units**
SF Single-Family	**L-5** Low Residential	up to 5	990.8	1,036.7	5,038*	**5,183**
LM Low-Medium	**LM** Low Medium	6 to 9.9	50.6***	50.6	487***	**443**
M Multi-Family	**M** Medium	10 – 16	218.5	231.8	3,496	**3,708**
MF-1 Multi-Family (Mod)	**MH** Medium-High	up to 25	318.5	350.6	7,419** <u>7,378</u>**	**8,765** **<u>8,786</u>****
MF-2 Multi-Family (High)	**H** High Residential	up to 50	19.4	19.4	970	**970**
C Commercial	**C** Commercial	n/a	313.8***	339.1***	0	**0**
LAC Local Activity Center	**LAC** Local Activity Center	n/a	140.0	140.0	3,000	**3,000**
CF Community Facilities	**CF** Community Facilities	n/a	198.1	166.5	0	**0**
I Industrial	**I** Industrial	n/a	30.7	30.7	0	**0**
	O Office Park	n/a	0.0	0.0	0	**0**
	CR Commercial Recreation	n/a	21.4	21.4	0	**0**
U Utilities	**U** Utilities	n/a	9.5	10.9	0	**0**
R-1 Private Recreation		n/a	20.2	0.0	0	**0**

TABLE 2.4 FLEXIBILITY ZONE 43 REPORT						
R-2 Public Recreation	**R&O** Recreation & Open Space	n/a	23.5	26.8	0	**0**
W Waterways		n/a	69.5	0.0	0	**0**
TOTAL			2,424.5	2,424.8	20,299	**21,464**

Source: *City of Lauderdale Lakes Flexibility Zone 43 Report*
Approved 84 single-family homes for Commerce Park (Ord. # 2018-003)
****Approved 62 21 mid-rise medium-high units for Casa Lake (Res # 2018-128)***
*****Recently approved 44 low-medium townhome units for Cassia Commons (Ord. # 2021-011)***

LARGE SCALE PROJECTS RECENTLY APPROVED

Since the City's 2021 EAR transmittal, three major non-residential development projects have initiated planning and site review processes:

- **Reef Plaza:** Major Site Amendment to an existing +/- 10 acre shopping center (pending);
- **Central Charter School:** Major Site Amendment to an existing charter school campus adding a new 4-story school for K-8 instruction (in progress); and
- **Space Shop Self Storage Facility:** New 3-story self-service storage facility (permits complete 2025).

Transportation Element

INTRODUCTION

PURPOSE

The purpose of the Transportation Element is to plan for a multimodal transportation system that emphasizes the use of public transportation systems. As such, a major thrust of this Element is to coordinate current and planned transportation facilities (local, county, and state-maintained) with existing and future land uses so that all users of the transportation system, including pedestrians, bicyclists, bus and rail transit riders, automobile drivers, and the transportation disadvantaged, can be better served.

EXISTING TRANSPORTATION SYSTEM

The City of Lauderdale Lakes is located in central Broward County, among a vast and well-developed network of roads and highways. Of this network, two arterial roadways (Oakland Park Boulevard and SR 7/US 441) serve as the main crossroads of the City and therefore, contribute significantly to how Lauderdale Lakes is viewed by its residents, business owners, and visitors. At this time, the City of Lauderdale Lakes is redefining itself through the redevelopment of these two commercial corridors; an effort that began in 1999 with the creation of a Community Redevelopment Agency (CRA), furthered in 2003 with the creation of the SR 7 Collaborative and Citizen's Master Plan (also referred to as the SR 7 Corridor Plan), and again strengthened by the County's Transit-Housing Oriented Redevelopment (THOR) planning initiative launched in 2007.

Consistent with regional trends, roadways and highways in Lauderdale Lakes are anticipated to reach capacity throughout the 25-year planning period. After a half-century of building wider roads as a means to alleviate growing congestion levels, it is now widely recognized that a city cannot build itself out of automobile traffic congestion and that road building does not serve the needs of all residents. For this reason, the City of Lauderdale Lakes will undertake a series of strategies to "civilize" its existing street network and plan for improvements that will create a multimodal transportation system that serves all residents and better utilizes its limited land area.[1]

FREIGHT AND PASSENGER RAIL FACILITIES

The City of Lauderdale Lakes does not contain freight and passenger rail facilities. The nearest rail line is the CSX/Tri-Rail line located approximately 1.5 miles east of the City and is operated by the SFRTA.

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[1] The term *civilize* is used in the State Road 7 Collaborative Master Plan to describe urban design and traffic calming strategies that, when implemented, will allow other modes of travel to play a larger role in the City of Lauderdale Lakes and thus, lessen congestion and improve mobility.

INTERMODAL FACILITIES

The City of Lauderdale Lakes does not contain any intermodal facilities. The nearest intermodal facility is located east of the City near Broward Boulevard and Interstate 95, where there is an Amtrak Station, a bus shuttle service, and a Tri-Rail stop. In addition, Downtown Fort Lauderdale's Transportation Management Association has an informal agreement to operate a park-and-ride service at the shopping center located at the southeast corner of Oakland Park Boulevard and SR 7/US 441.

EXISTING ROAD SYSTEM

The existing roadway system is shown in the Transportation Facilities Map of the Future Land Use Map Series.

LOCAL ROADS

The City of Lauderdale Lakes maintains a total of 106 lane-miles of roadway. In general, the local roadway network forms a grid-like pattern and is well-connected to collector and arterial roadways. Since the adoption of our current 2010 Comprehensive Plan, many road improvements have occurred, including resurfacing and or reconstruction of all roads within the UAZ Project limits. NW 31st Avenue between NW 39th Street and NW 44th Street has also been improved along with many other local roads. Through 2040 the City is on track to support the creation of multimodal transportation options, focusing on the need for reliable transit, bicycle, pedestrian and roadway projects that support land use densities and intensities. The City is working with state, regional and local transportation stakeholders to identify and secure funding for local and regional improvements aimed at a seamless transportation system. The Southeast Florida Transportation Council, the Broward Metropolitan Planning Organization (MPO) and the Florida Department of Transportation (FDOT) are developing a variety of regional plans, and the City supports several such efforts, including the development of the Regional Transportation Plan.

COLLECTOR ROADS

The City has the following three roadway segments classified as collectors: NW 44th Street, NW 39th Street, and NW 19th Street. All of the collector roadways are maintained by the City of Lauderdale Lakes except for NW 19th Street which is maintained by Broward County.

ARTERIAL ROADS

Lauderdale Lakes has two principal arterials, and one minor arterial located within its limits. SR 7 is a north-south arterial that stretches from Palm Beach County to Miami-Dade County. Oakland Park Boulevard is an east-west arterial that stretches from the Sawgrass Expressway to the Atlantic Ocean, the entire east-west extent of developed Broward County. Both of these roads are maintained by the State of Florida. NW 31st Avenue is a minor arterial maintained by Broward County. It runs as far south as SR 84 and as far north as McNab Road, within Broward County.

LIMITED AND CONTROLLED ACCESS FACILITIES

The Florida Turnpike is adjacent to and west of the City of Lauderdale Lakes. Currently, no access is provided to the Turnpike from within the City. However, the Turnpike can be accessed outside the

City at Commercial Boulevard (north of the City) or Sunrise Boulevard (south of the City). There are no other limited and controlled access facilities within or adjacent to the City of Lauderdale Lakes.

SIGNIFICANT PARKING FACILITIES AND DURATION LIMITATIONS

Significant parking facilities are defined here as parking lots or structures of 100 spaces or greater which serve public transit facilities or serve multiple developments off-site. The purpose of mapping these facilities is to identify medium to large parking lots or structures where a resident, visitor, or business owner could park a personal automobile and reach an off-site destination or public transit facility within a quarter-mile walk. Currently, the City of Lauderdale Lakes does not contain any facilities that meet this definition, so the map is omitted.

EXISTING TRANSPORTATION SYSTEM ANALYSIS

The following analysis provides the means to identify existing deficiencies in the transportation system.

ADOPTED LEVEL OF SERVICE STANDARDS

The currently adopted level of service (LOS) standards are established in Policy 1.1.1 of the Transportation Element:

- Local Roads: LOS C Peak Hour
- Local and County Collectors: LOS D Peak Hour
- County and State Arterials (non-TRIP funded facilities): LOS D + 75% Peak Hour
- For Florida Interstate Highway System (FIHS)/ Strategic Intermodal System (SIS) Facilities and all other facilities: LOS D

EXISTING ROADWAY SYSTEM ANALYSIS

The existing roadway system is shown in the Transportation Facilities Map in the Future Land Use Map Series.

FUNCTIONAL CLASSIFICATION AND MAINTENANCE RESPONSIBILITY

As can be seen in the table below, the roads most responsible for maintaining mobility through the City of Lauderdale Lakes and the region are maintained by the State of Florida or Broward County. The City is responsible for five of the six urban collectors in Lauderdale Lakes and all other local roads.

TABLE 3.1 – LAUDERDALE LAKES ROADS FUNCTIONAL CLASSIFICATION AND MAINTENANCE RESPONSIBILITY

Road	From	To	Lanes	Maintenance	Context Class
NW 44th Street	SR 7 / US 441	NW 31st Avenue	4LD	City	Collector
	NW 31st Avenue	NW 21st Avenue	2L	City	Collector

TABLE 3.1 – LAUDERDALE LAKES ROADS FUNCTIONAL CLASSIFICATION AND MAINTENANCE RESPONSIBILITY

NW 39th Street	NW 31st Avenue	NW 21st Avenue	2L	City	Arterial
Oakland Park Boulevard	Florida's Turnpike	SR 7 / US 441	6LD	FDOT	Arterial
	SR 7 / US 441	NW 31st Avenue	6LD	FDOT	Arterial
NW 19th Street	SR 7 / US 441	NW 31st Avenue	4LU	County	Collector
SR 7 / US 441	Commercial Boulevard	NW 44th Street	6LD	FDOT	Arterial
	NW 44th Street	Oakland Park Boulevard	6LD	FDOT	Arterial
	Oakland Park Boulevard	NW 9th Street	6LD	FDOT	Arterial
NW 31st Avenue	NW 44th Street	Oakland Park Boulevard	6LD	County	Arterial
	Oakland Park Boulevard	NW 19th Street	6LD	County	Arterial

Source: *FDOT C3C & C3R Motor Vehicle Arterial Generalized Service Volume Tables data obtained by Kimley-Horn in March 2025; Highway Functional Classification Concepts, Criteria and Procedures, Federal Highway Administration.*

NUMBER OF THROUGH LANES FOR EACH ROADWAY

Since the City of Lauderdale Lakes does not contain any interstate highways or expressways, the widest roads in Lauderdale Lakes contain between six and ten lanes. Nonetheless, two of the six-lane roads (SR 7 and Oakland Park Boulevard) intersect at the center of the City creating a large area within the heart of the City dominated by automobile traffic.

EXISTING AND FUTURE AVERAGE ANNUAL DAILY, PEAK HOUR TWO-WAY, AND PEAK-HOUR DIRECT TRAFFIC VOLUMES AND LEVEL OF SERVICE

As shown in the tables below, several roadways in Lauderdale Lakes have a failing (F) level of service during the peak hour. Many of these roads are regional and thus, are only slightly impacted by developed areas in Lauderdale Lakes. Two roads in particular (Oakland Park Boulevard and SR 7) carry an enormous amount of traffic through the center of Lauderdale Lakes.

TABLE 3.2 – AVERAGE ANNUAL DAILY TRAFFIC (AADT), PEAK HOUR TWO-WAY, AND PEAK HOUR DIRECTIONAL MINIMUM LEVEL OF SERVICE

Road	From	To	LOS D Volume Daily	LOS D Volume 2-Way	LOS D Volume Directional
NW 44th Street	SR 7 / US 441	NW 31st Avenue	37300	3360	1850
	NW 31st Avenue	NW 21st Avenue	22400	2020	1110
NW 39th Street	NW 31st Avenue	NW 21st Avenue	22400	2020	1110
Oakland Park Boulevard	Florida's Turnpike	SR 7 / US 441	54100	4870	2680
	SR 7 / US 441	NW 31st Avenue	54100	4870	2680
NW 19th Street	SR 7 / US 441	NW 31st Avenue	36600	3290	1810
SR 7 / US 441	Commercial Boulevard	NW 44th Street	54100	4870	2680
	NW 44th Street	Oakland Park Boulevard	54100	4870	2680
	Oakland Park Boulevard	NW 9th Street	54100	4870	2680
NW 31st Avenue	NW 44th Street	Oakland Park Boulevard	54100	4870	2680
	Oakland Park Boulevard	NW 19th Street	54100	4870	2680

Source: *FDOT C3C & C3R Motor Vehicle Arterial Generalized Service Volume Tables data obtained by Kimley-Horn in March 2025.*

TABLE 3.3 – EXISTING AADT, PEAK HOUR TWO-WAY, AND PEAK HOUR DIRECTIONAL TRAFFIC VOLUMES

Road	From	To	2023 AADT	Peak Hour 2-Way	Peak Hour Directional
NW 44th Street	SR 7 / US 441	NW 31st Avenue	8800	792	459
	NW 31st Avenue	NW 21st Avenue	8800	792	459
NW 39th Street	NW 31st Avenue	NW 21st Avenue	7300	657	380
Oakland Park Boulevard	Florida's Turnpike	SR 7 / US 441	51000	4590	2658
	SR 7 / US 441	NW 31st Avenue	58000	5220	3022
NW 19t Street	SR 7 / US 441	NW 31st Avenue	17000	1530	886
SR 7 / US 441	Commercial Boulevard	NW 44th Street	54000	4860	2814
	NW 44th Street	Oakland Park Boulevard	54000	4860	2814
	Oakland Park Boulevard	NW 9th Street	52000	4680	2710
NW 31st Avenue	NW 44th Street	Oakland Park Boulevard	34000	3060	1772
	Oakland Park Boulevard	NW 19th Street	45000	4050	2345

Source: *FDOT C3C & C3R Motor Vehicle Arterial Generalized Service Volume Tables data obtained by Kimley-Horn in March 2025.*

TABLE 3.4 – AADT, PEAK HOUR TWO-WAY, AND PEAK HOUR DIRECTIONAL MINIMUM LEVEL OF SERVICE

Road	From	To	LOS D Volume Daily	LOS D Volume 2 - Way	LOS D Volume Directional
NW 44th Street	SR 7 / US 441	NW 31st Avenue	37300	3360	1850

TABLE 3.4 – AADT, PEAK HOUR TWO-WAY, AND PEAK HOUR DIRECTIONAL MINIMUM LEVEL OF SERVICE

	NW 31st Avenue	NW 21st Avenue	22400	2020	1110
NW 39th Street	NW 31st Avenue	NW 21st Avenue	22400	2020	1110
Oakland Park Boulevard	Florida's Turnpike	SR 7 / US 441	54100	4870	2680
	SR 7 / US 441	NW 31st Avenue	54100	4870	2680
NW 19th Street	SR 7 / US 441	NW 31st Avenue	36600	3290	1810
SR 7 / US 441	Commercial Boulevard	NW 44th Street	54100	4870	2680
	NW 44th Street	Oakland Park Boulevard	54100	4870	2680
	Oakland Park Boulevard	NW 9th Street	54100	4870	2680
NW 31st Avenue	NW 44th Street	Oakland Park Boulevard	54100	4870	2680
	Oakland Park Boulevard	NW 19th Street	54100	4870	2680

Source: *FDOT C3C & C3R Motor Vehicle Arterial Generalized Service Volume Tables data obtained by Kimley-Horn in March 2025.*

TABLE 3.5 – CURRENT AADT, PEAK HOUR TWO-WAY, AND PEAK HOUR DIRECTIONAL LEVEL OF SERVICE

Road	From	To	LOS - AADT	LOS - Peak Hour 2-Way	LOS - Peak Hour Directional
NW 44th Street	SR 7 / US 441	NW 31st Avenue	C	C	C
	NW 31st Avenue	NW 21st Avenue	C	C	C
NW 39th Street	NW 31st Avenue	NW 21st Avenue	C	C	C
Oakland Park Boulevard	Florida's Turnpike	SR 7 / US 441	D	D	D
	SR 7 / US 441	NW 31st Avenue	E	E	E
NW 19th Street	SR 7 / US 441	NW 31st Avenue	C	C	C
SR 7 / US 441	Commercial Boulevard	NW 44th Street	D	D	E
	NW 44th Street	Oakland Park Boulevard	D	D	E
	Oakland Park Boulevard	NW 9th Street	D	D	E
NW 31st Avenue	NW 44th Street	Oakland Park Boulevard	C	C	C
	Oakland Park Boulevard	NW 19th Street	C	C	C

Source: *FDOT C3C & C3R Motor Vehicle Arterial Generalized Service Volume Tables data obtained by Kimley-Horn in March 2025.*

TABLE 3.6 – 2045 PROJECTED AADT, PEAK HOUR TWO-WAY, AND PEAK HOUR DIRECTIONAL TRAFFIC VOLUMES

Road	From	To	2045 AADT	2045 Peak Hour 2-Way	Peak Hour Directional
NW 44th Street	SR 7 / US 441	NW 31st Avenue	9768	879	509
	NW 31st Avenue	NW 21st Avenue	9768	879	509
NW 39th Street	NW 31st Avenue	NW 21st Avenue	9595	864	500

TABLE 3.6 – 2045 PROJECTED AADT, PEAK HOUR TWO-WAY, AND PEAK HOUR DIRECTIONAL TRAFFIC VOLUMES					
Oakland Park Boulevard	Florida's Turnpike	SR 7 / US 441	56610	5095	2950
	SR 7 / US 441	NW 31st Avenue	64380	5794	3355
NW 19th Street	SR 7 / US 441	NW 31st Avenue	18870	1698	983
SR 7 / US 441	Commercial Boulevard	NW 44th Street	59940	5395	3123
	NW 44th Street	Oakland Park Boulevard	59940	5395	3123
	Oakland Park Boulevard	NW 9th Street	57720	5195	3008
NW 31st Avenue	NW 44th Street	Oakland Park Boulevard	37740	3397	1967
	Oakland Park Boulevard	NW 19th Street	49950	4496	2603

Source: *FDOT C3C & C3R Motor Vehicle Arterial Generalized Service Volume Tables data obtained by Kimley-Horn in March 2025.*

TABLE 3.7 – 2045 PROJECTED AADT, PEAK HOUR TWO-WAY, AND PEAK HOUR DIRECTIONAL LEVEL OF SERVICE					
Road	**From**	**To**	**LOS - AADT**	**LOS - Peak Hour 2-Way**	**LOS - Peak Hour Directional**
NW 44th Street	SR 7 / US 441	NW 31st Avenue	C	C	C
	NW 31st Avenue	NW 21st Avenue	C	C	C
NW 39th Street	NW 31st Avenue	NW 21st Avenue	C	C	C
Oakland Park Boulevard	Florida's Turnpike	SR 7 / US 441	E	E	E
	SR 7 / US 441	NW 31st Avenue	E	E	E
NW 19th Street	SR 7 / US 441	NW 31st Avenue	C	C	C
SR 7 / US 441	Commercial Boulevard	NW 44th Street	E	E	E

TABLE 3.7 – 2045 PROJECTED AADT, PEAK HOUR TWO-WAY, AND PEAK HOUR DIRECTIONAL LEVEL OF SERVICE

	NW 44th Street	Oakland Park Boulevard	E	E	E
	Oakland Park Boulevard	NW 9th Street	E	E	E
NW 31st Avenue	NW 44th Street	Oakland Park Boulevard	C	C	C
	Oakland Park Boulevard	NW 19th Street	D	D	D

Source: *FDOT C3C & C3R Motor Vehicle Arterial Generalized Service Volume Tables data obtained by Kimley-Horn in March 2025.*

Broward County created Transportation Concurrency Exception Areas (TCEAs) in 1993. The purpose of the TCEA was to encourage urban infill and redevelopment in eastern Broward County, where most major roadways currently continue to be over-capacity. Developments within a TCEA were exempt from roadway concurrency review but Transit Impact Fees were required by the County if platting was necessary.

In 2005, Broward County eliminated the TCEA and replaced it with a Transit Oriented Concurrency Management System. The Transportation Concurrency Management System divides the County into ten concurrency management areas. Two of these districts (Northwest and Southwest Districts) maintain the existing roadway concurrency system, and the remaining eight districts are established as Transportation Concurrency Management Areas (TCMA)

Each TCMA has specific LOS standards based primarily on transit service requirements, while standard roadway concurrency districts continue to have standards based on two-way, peak hour LOS standard volumes. The City of Lauderdale Lakes is subject to meeting the LOS standards of the Central TCMA. The transit component of the LOS standard adopted by Broward County for its regional transportation network is for Broward County Transit to achieve a headway of 30 minutes or less on 80 percent of routes and establish at least one neighborhood transit center and at least two additional community bus routes. The table below delineates the adopted roadway LOS standards for the Central TCMA.

To ensure that LOS standards are maintained, the County requires that a transportation concurrency satisfaction certificate be issued before the issuance of any building permits; the County maintains a charter form of government which allows for this arrangement. To receive a satisfaction certificate, applicants pay transit concurrency assessments which help fund enhancements in the five-year County Transit Program (CTP). The CTP is the plan that seeks to achieve the level of service standards for each district, and it is updated annually to ensure that it remains financially feasible.

TABLE 3.8 – CENTRAL TCMA CONCURRENCY LOS STANDARD	
TCMA	Concurrency LOS Standard
Central	30-minute peak hour headways on 60% of bus routes
	Maintain and enhance Lauderhill Transit Center and West Regional Terminal
Source: *Broward County Transportation Element, 2019.*	

TABLE 3.9 – PEAK HOUR TWO-WAY MAXIMUM SERVICE VOLUMES		
	Eastern Core TCMA	**All Other TCMA**
Two-lane arterials	2,468	2,800
Four-lane arterials	5,320	6,265
Six-lane arterials	8,033	9,422
Eight-lane arterials	-	12,618
Source: *Broward County Transportation Element, 2019.*		

EXISTING ROADWAY DEFICIENCIES

Based on the two-way peak, hour volumes shown in TABLE 3.3 **–** Existing AADT, Peak Hour Two-Way, and Peak Hour Direct Traffic Volumes and TABLE 3.4 **–** AADT, Peak Hour Two-Way, and Peak Hour Direct Minimum Level of Service, there are four roadway segments in Lauderdale Lakes that are currently exceeding adopted level of service standards. Oakland Park Boulevard from SR 7/US 441 to NW 31st Avenue and all three SR 7/US 441 segments.

These roads are not in the City's jurisdictional authority for maintenance or improvements. However, the City can enact transportation goals, objectives, policies, and initiatives to reduce the traffic load contributed by the City.

ANALYSIS OF EXISTING PARKING FACILITIES AND DURATION LIMITATIONS

With the large amount of automobile traffic traveling through the commercial corridors of the City, automobile parking facilities in Lauderdale Lakes are extremely important from a traffic operations standpoint and an economic development standpoint. To capitalize on this traffic (potential customers) and maintain mobility within the City, Lauderdale Lakes will need to ensure that adequate parking continues to be provided for the convenience of its residents, business owners, and visitors. Currently, on-site, surface parking lots surrounding individual developments satisfy this need. However, large surface parking lots conflict with policies to better utilize the limited land area of the City and to develop Lauderdale Lakes into an attractive urban village built upon a multi-modal transportation system. For this reason, future parking facilities in the heart of the City should be developed as structured parking in combination with on-street parking where applicable. In pursuing this strategy, the City should begin exploring opportunities to develop structured parking itself or partner with the private development community to develop public parking in strategic locations throughout the City of Lauderdale Lakes. In addition, the City should adopt design standards for

structured parking to ensure that it is attractive, safe, and convenient, and identify areas where on-street parking can be located.

CONCLUSION

As it currently exists, the transportation system in Lauderdale Lakes has nearly reached its capacity in terms of how it was originally designed to function. Almost the entire transportation system was built upon the concept that people would reach destinations by using a personal automobile and that most goods and services would be delivered similarly. Now that roadways are failing and can no longer be expanded due to a limited land area, the concept has proven to be unsustainable in a relatively short period. At the same time, it is widely recognized that a single-modal transportation system does not serve all members of the community and that automobile emissions can cause urban air quality concerns. Nonetheless, as the population in the region continues to grow so does the number of trips. With a limited transit system in place, many future trips in Broward County are projected to be in the form of automobile trips spread across a street network that is projected to expand only slightly. As such, the roadway LOS is projected to further degrade through the year 2035 and year 2050 planning horizons in every community in Broward County.

FUTURE TRANSPORTATION SYSTEM ANALYSIS

FUTURE ROAD SYSTEM ANALYSIS

Many of the roadways in Lauderdale Lakes are constrained facilities that cannot be easily expanded or improved. Further, the expansion of these roadways can be extremely costly, and the result may have a negative impact on the surrounding neighborhoods and businesses. As expressed in the City of Lauderdale Lakes US 441 Corridor and CRA Redevelopment Plans, it is not the resident's desire to further expand SR 7 or Oakland Park Boulevard. Instead, residents have encouraged the City to pursue other options which better support public bus transit. Therefore, it is not advised that the City pursue an expansion of roadways unless it can be demonstrated that funds are available to expand the roadway, and all negative impacts will be mitigated.

FUTURE TRANSIT SYSTEM ANALYSIS

The future public transit system will continue to be based primarily on bus transit services planned and operated by Broward County Transit (BCT). The City projects that it will continue to provide a community bus service for its residents to the greatest extent possible. At this time, BCT is exploring opportunities to introduce bus rapid transit service on highly traveled corridors in Broward County. As traffic congestion increases, it can be anticipated that bus rapid transit service will become more attractive to residents. The installation of bus shelters by the City is a positive step towards improving mobility within the City and County. In general, the City should continue to fund capital improvements that will support bus transit and begin requiring that all new developments located along transit corridors be oriented towards transit service.

PUBLIC TRANSIT SYSTEM

The public transit system is depicted in the Bus Routes and Stops map of the Future Land Use Map Series.

PUBLIC BUS TRANSIT ROUTES

The public transit system that serves the City is depicted in the Community Bus Routes and Stops Map of the Future Land Use Map Series. Six bus routes cross through the City with a combined 61 bus stops.

Two of the bus routes operate as community bus routes operating within Lauderdale Lakes that are maintained by the City in partnership with Broward County. One of these bus routes is operated by the City of Lauderhill and only serves a small segment of NW 19th Street along the southern City boundary. The remaining routes are operated and maintained by Broward County. Currently, Lauderdale Lakes is not served by any other mode of public transit than bus transit service.

PUBLIC TRANSIT TERMINALS AND TRANSFER STATIONS

There are no public transit terminals or transfer stations within the city limits of Lauderdale Lakes. However, there is a bus transfer station north of the City at the intersection of SR 7 and Commercial Boulevard, and there is a public transit terminal south of the City on SR 7, between NW 19th Street and Sunrise Boulevard.

PUBLIC TRANSIT RIGHTS-OF-WAY AND EXCLUSIVE PUBLIC TRANSIT CORRIDORS

There are no exclusive public rights-of-way or exclusive public transit corridors within the City of Lauderdale Lakes. The nearest facility is Tri-Rail, the commuter rail line linking Miami-Dade, Broward, and Palm Beach Counties. The Tri-Rail line is located approximately 1.5 miles east of the City and is operated by the South Florida Regional Transportation Authority (SFRTA).

ROUTES, HEADWAYS, AND HOURS OF OPERATION

In total, there are 15 fixed bus routes serving the City of Lauderdale Lakes. Nine of the routes are maintained by BCT Division, two routes are maintained by the City of Lauderdale Lakes' Parks and Leisure Services Department, one route is maintained by the City of Oakland Park, and three routes are maintained by the City of Lauderhill.

BUS STOPS, SHELTERS, AND AMENITIES

Along each fixed bus transit route, there are numerous bus stop locations for passengers to board or get off the bus. Each bus stop location is equipped with a sign notifying the bus transit user of the route(s) serving that location. In Lauderdale Lakes, there are a total of 118 bus stops which includes stops for BCT and community bus transit service. Not all stops are equipped with bus shelters, bus benches, or both. Currently, 49 bus stops are without benches, 47 have benches but no shelter, and 22 have both a bench and a shelter. The City of Lauderdale Lakes is responsible for the amenities provided at bus stop locations pursuant to Broward County's charter agreement.

CONCLUSION ON TRANSIT SERVICE

Lauderdale Lakes has a somewhat limited public transit system, which consists primarily of bus transit service operating on non-exclusive rights-of-way. Nonetheless, bus transit in Lauderdale Lakes is well-developed as compared to other Broward County municipalities and thus, the City is well-positioned to undergo future growth and development oriented around transit in Broward County. As with any bus transit system, the number of routes, headway times, service coverage, and hours of

operation are largely dependent on the funding available to operate the system. Broward County Transit Division and municipal operators schedule the service in a manner that will provide the most efficient and effective service to those who rely on public bus transportation services.

As was demonstrated in this analysis, transit ridership is increasing by a small percentage each year. The Broward County Transit Development Plan, under a ceteris paribus assumption, projects a ridership of 25,215,000 to 34,814,000 persons by year 2033 and 30,441,000 to 41,689,000 by year 2053. In order to capture a larger percentage of trips on the bus transit system, Broward County Transit and municipal service providers will need to enhance the operating and environmental conditions of the bus transit service.

TABLE 3.10 – BROWARD COUNTY TRANSIT DEVELOPMENT PLAN RIDERSHIP PROJECTIONS

Service	2023 Estimates	2033 Projections	2053 Projections	10-Year Growth	30-Year Growth
Local Bus	19,561,000	16.87M to 22.98M	17.18M to 23.14M	-14% to +17%	-12% to +18%
Breeze	1,161,000			-100%	-100%
Express Bus	825,000	1.01M to 1.86M	1.35M to 2.32M	22% to 126%	63% to 182%
High Freq Bus	-	7.73M to 11.40M	9.44M to 13.54M	-	-
Bus Rapid Transit	-	7.40M to 13.36M	13.63M to 24.36M	-	-
TOTAL	21,547,000	34.26M to 51.29M	46.43M to 69.50M	59% to 138%	115% to 223%

Source: Broward County Transit Development Plan FY 2024-33, Table 7.1

The City of Lauderdale Lakes should proactively improve its public bus transit system by enhancing its infrastructure and service operations so that it can maintain mobility within the City as traffic congestion grows throughout Broward County. A well-designed and well-operated public bus transit can be a major asset for the City to leverage when trying to attract new businesses and residents to the City and the region. The City should also endeavor to review the City Transportation Element for consistency with most current the BCT Development Plan and adopt the Goals, Objectives, and Policies recommended therein.

BICYCLE AND PEDESTRIAN SYSTEMS ANALYSIS

BICYCLE FACILITIES

The City of Lauderdale Lakes currently has two bicycle routes that are recognized by Broward County and the City as existing bicycle facilities. First, there is an undesignated bicycle route located along both sides of Commercial Boulevard adjacent to the northern city limits. This route has a high interaction with traffic along Commercial Boulevard and thus, it does not currently provide a favorable

environment for bicyclists. Second, there is an undesignated bicycle route located along both sides of Oakland Park Boulevard between NW 43rd Terrace and NW 50th Avenue. It also has high interaction with traffic and does not currently provide a favorable environment for bicyclists.

ANALYSIS OF BICYCLE SYSTEM

The City of Lauderdale Lakes currently has two bicycle routes that are disconnected from each other, and which are not part of a larger bicycle network. In addition, both routes have a high interaction with automobile traffic and thus, do not provide a favorable environment for the bicyclist. Bicycle travel along the identified facilities in Lauderdale Lakes is virtually non-existent currently.

Bicycling is considered to be one of the most socially responsible modes of travel since it is clean, energy-efficient, and not space-intensive. It can also expand the distance a person can travel without reliance on automobiles and offers public health benefits. For a community, it can reduce complex and costly parking problems and be incorporated with greenway development or urban redevelopment. As part of a larger effort to plan for the transportation system in Lauderdale Lakes, the City should study the feasibility of developing an interlinked bicycle network in the city to serve as another component of a multimodal transportation system. For more information on bicycle facility planning, City staff and residents can refer to the Florida Bicycle Facilities Planning and Design Handbook provided by the FDOT website.

ANALYSIS OF PEDESTRIAN SYSTEM

Walking is the most basic form of travel. As stated in the Florida Pedestrian Safety Plan, “walking provides free, immediate, healthful, energy-efficient motion. Evidence shows that when neighborhoods and communities are designed at a human scale to support walking trips, there are increases in community interaction and involvement. There are also reduced costs of transporting the elderly, children, the poor, and the physically challenged. A walking community also greatly increases the success of transit. These increases in walking and transit greatly reduce the congestion of roadways and hence help maintain the mobility of all.”[2]

A well connected, paved sidewalk encourages pedestrian activity and transit usage. In Lauderdale Lakes, the paved sidewalk network has nearly complete connectivity, as only two locations in the City have been identified as having missing sidewalks. Unfortunately, no data exists on the condition or quality of the sidewalk network in Lauderdale Lakes to determine whether there are other factors present that dissuade residents and visitors from using existing sidewalks.

CONCLUSION ON PEDESTRIAN AND BICYCLE SYSTEMS ANALYSIS

Although there are a few conclusions that can be drawn from the above analysis, a lack of comprehensive data on each system prevents the City from conducting a more useful, detailed analysis. From a macro point of view, the pedestrian network appears to be largely sufficient, as only

[2] Florida Department of Transportation. “Florida Pedestrian Facilities Planning and Design Handbook.”

two locations in Lauderdale Lakes do not have sidewalks. As with other communities, however, the condition of the sidewalks and the surrounding environment can play a major role in determining whether the sidewalk network is functioning as the community intended. Lauderdale Lakes can benefit from conducting an inventory of its existing sidewalk network to determine its quality and condition. The results of the inventory can then be used for future planning analysis and project prioritization.

The bicycle system in Lauderdale Lakes is underdeveloped and poorly connected to a larger bicycle network. In addition, existing bicycle routes have a high interaction with automobile traffic. The City will need to determine how it can introduce bicycle travel thorough Lauderdale Lakes in a safe, convenient, and enjoyable manner. A study examining the feasibility of expanding the bicycle network and related facilities is warranted. In addition, the City should develop a bicycle circulation map to prioritize future improvements and visualize possible connections.

MAJOR TRANSIT TRIP GENERATORS AND ATTRACTORS

Broward County's Transportation Planning Division inventories the major transit trip generators and attractors within the County based on data collected within traffic analysis zones. The areas with the greatest residential density in Lauderdale Lakes are considered to be major transit trip generators. However, there are no major transit trip attractors within Lauderdale Lakes based on the methodology used by Broward County's Transportation Planning Division.

PATTERN OF DEVELOPMENT

Much of Lauderdale Lakes' built environment can be characterized as suburban-style development, despite being centrally located in a generally urban environment. A transportation system that serves suburban-style development is typically one-dimensional because the distance between generators and attractors is typically greater than can be traveled by foot or bicycle, while the developments themselves are not compact or dense enough to support public transit. This applies to the City of Lauderdale Lakes. In order to address this state of flux, Broward County is encouraging cities to permit greater density along major corridors to support its bus transit system and move closer towards a multi-dimensional transportation system. Two of these major corridors are Oakland Park Boulevard and SR 7/US 441 in Lauderdale Lakes. It would be beneficial for the City to ensure that new development and/or redevelopment along Oakland Park Boulevard and SR 7/US 441 are designed in a manner that would support transit usage and allow residents to reach destinations by foot or bicycle.

EXISTING LAND USE/TRANSPORTATION SYSTEM COMPATIBILITY

The transportation system in Lauderdale Lakes serves many different land uses. In general, the more intense uses are located on principal arterials, such as Oakland Park Boulevard and SR 7, while the less intense uses are located on collectors or local roadways.

For example, at the intersection of Oakland Park Boulevard and SR 7, there is a department store, a regional shopping center, and a community shopping center. Each of these uses attracts a large amount of traffic and must be proximately located to a major roadway. A hierarchy of roads, such as

this, prevents excessive automobile traffic from being drawn into neighborhoods and promotes an efficient movement of people and goods.

BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

The Broward Metropolitan Planning Organization (MPO) is a federally mandated agency responsible for setting policy on local transportation issues and deciding how to spend Federal and State funding on transportation projects in the Broward region. Broward MPO seeks to address overall mobility needs based on the needs and aspirations of residents, businesses, and visitors.

The Broward MPO's mission is to collaboratively plan, prioritize, and fund the delivery of diverse transportation options. Through the Commitment 2045 Metropolitan Transportation Plan (MTP), the Broward MPO emphasizes the need for reliable transit, bicycle, pedestrian, freight, and roadway projects that promote economic strength and environmental conservation and improve the quality of life.

The MPO uses the MTP to guide the use of Federal, State, and other funds to create a transportation system that moves people and goods, creates jobs, and strengthens communities within its planning area. The MPO also works with citizens, the private sector, and its planning partners to ensure that the transportation options funded in Commitment 2045 best represent the direction chosen in the context of policy direction from the MPO Board.

To ensure consistency with Section 163.3177(6)(b)2., F.S. and the Broward County Comprehensive Plan, the City must ensure consistency with the Broward MPO's MTP. This is especially vital, as the City is situated at the crossroads of two major arterial corridors (Oakland Park Boulevard and SR 7).

CURRENT PROPOSED AND FUNDED PROJECTS IN THE MTP

Currently, there are no proposed and/or funded projects for transportation infrastructure improvements in the City of Lauderdale Lakes within the 25-year planning period covered by the Broward MPO's MTP. Signalized intersections and transportation corridors through the City have been noted in the MTP for future safety study.

PERFORMANCE MEASUREMENTS

The Broward MPO sets certain safety and performance measurement targets in Section 6 of the MTP. The City may endeavor to assist in achieving these performance targets by reviewing the City's transportation infrastructure and material conditions for land use efficiency and transportation efficiency. This is particularly vital to the City in reducing traffic fatalities to accomplish the FDOT

safety target of zero, as well as achieving performance target improvements. The tables below are sourced from the Broward County MPO 2045 MTP, Section 6:

TABLE 3.11: BROWARD COUNTY MPO 2045 MTP PERFORMANCE MEASURES AND

Measure Area	Performance Measure	Target
System Safety	Number of Fatalities	Reduce by 100% by 2045
	Rate of Fatalities per 100 Million Vehicle Miles Travelled (VMT)	Reduce to 0.00 by 2045
	Number of Serious Injuries	Reduce by 100% by 2045
	Rate of Serious Injuries per 100 Million VMT	Reduce to 0.00 by 2045
Congestion Management	Percent of Freeways Operating at or Above Level of Service (LOS) Standards (AM Peak, PM Peak, Off-Peak)	Improve by 5% or more by 2045
	Percent of Uninterrupted Roads and High-Speed Arterials Operating at or Above LOS Standards (AM Peak, PM Peak, Off-Peak)	Improve by 2% or more by 2045
	Percent of Other Roadways Operating at or Above LOS Standards (AM Peak, PM Peak, Off-Peak)	Improve by 2% or more by 2045
	Percent of All Roadways Operating At or Above LOS Standards	Improve by 5% or more by 2045
	Percent of National Highway Freight Network (NHFN) Operating at or Above LOS Standards	Improve by 5% or more by 2045
Level of Delay	Total Daily Hours of Delay (Vehicle Hours)[1]	Reduce by 10% or more by 2045
Mode Share	Percent of Single Occupancy Vehicles (SOV) Mode Share	Reduce to 47% or less by 2045
	Percent of Transit Mode Share	Increase to 2% or more by 2045
Transit Supplied[2]	Average Transit System Service Headways (min)	Reduce by 20% or more by 2045
	Annual Revenue Hours of Service per Capita (working days only)	Increase by 20% or more by 2045
	Annual Revenue Miles of Service per Capita (working days only)	Increase by 35% or more by 2045
Transit Consumed	Daily Transit Passenger Trips (average weekday)	Increase by 75% or more by 2045
	Annual Transit Passenger Trips per Capita (average weekday)	Increase by 50% or more by 2045
	Transit Passenger Trips per Revenue Hour (average weekday)	Increase by 20% or more by 2045
System Capacity	Miles of Dedicated Transitways	Increase by 250% or more by 2045
	Lane Miles	Maintain or increase by 2045
	Miles of Bike Lanes	Increase by 10% by 2045
	Miles of Buffered Bike Lanes	Increase by 10% by 2045
	Miles of Paved Trails / Shared Use Paths	Increase by 10% by 2045

[1] Delay defined as excess travel time relative to free-flow conditions.
[2] Needs and Cost Feasible results do not necessarily include transit improvements proposed for implementation as part of County's Mobility Advancement Program.

TABLE 3.12: BROWARD COUNTY MPO 2045 MTP PERFORMANCE MEASURES AND TARGETS – GOAL 2

Measure Area	Performance Measure	Target
Employment	Number of New Jobs	Increase by 25% by 2045
Access to Jobs	Percent of Employment within 1/4 Mile of Transit Service	Increase to 70% by 2045
	Percent of Employment within 1/4 Mile of Premium Transit Service (>50% Fixed Guideway)	Increase to 30% by 2045
	Average Auto Travel Time to Employment Activity Centers with >5,000 Employees per Square Mile	Maintain or improve by 2045
	Average Transit Travel Time to Employment Activity Centers with >5,000 Employees per Square Mile	Maintain or improve by 2045
	Average Total Transit Trip Time for Daily Job Commute (Countywide)	Improve by 2045
	Average Vehicle Travel Time for Daily Job Commute (Countywide)	Improve by 2045

TABLE 3.13: BROWARD COUNTY MPO 2045 MTP PERFORMANCE MEASURES AND TARGETS – GOAL 3

Measure Area	Performance Measure	Performance Measure Target
Transit	Percent of Population within 1/4 Mile of Transit Service	Increase to 60% by 2045
System Access	Percent of Equity Area Population within 1/4 Mile of Transit Service	Increase to 65% by 2045
VMT	Vehicle Miles Traveled (VMT) per Capita	2045 VMT grows by 10% or less
VHT	Vehicle Hours Traveled (VHT) per Capita	2045 VHT grows by 5% or less
Air Quality /	Total Carbon Monoxide (CO) Emissions (kg)	Reduce by 10% or more by 2045
Pollutant Emissions	Total Nitrogen Oxide (NOx) Emissions (kg)	Reduce by 10% or more by 2045
Transportation Equity	Average Total Transit Trip Time for Daily Job Commute (Equity Areas)	Improve by 2045
	Average Vehicle Travel Time for Daily Job Commute (Equity Areas)	Improve by 2045
	Miles of Bike Lanes in Equity Areas	Increase by 10% by 2045.
	Miles of Buffered Bike Lanes in Equity Areas	Increase by 10% by 2045.
	Miles of Paved Trails / Shared Use Paths in Equity Areas	Increase by 10% by 2045.
Transportation System Vulnerability & Resiliency	Lane Miles of Evacuation Routes per 100,000 Population	Maintain or increase by 2045.
	Miles of Public Roads and Rail Forecasted to be Permanently Inundated by between 1 ft and 2 ft of Sea Level Rise	Decrease by 2045

CAPITAL IMPROVEMENTS

The City's 5-Year Capital Improvements Program does not categorize transportation improvements projects individually. However, multiple minor transportation improvements projects are proposed as depicted in the table below and included as an appendix to this Data & Analysis document.

TABLE 3.14 – PROPOSED TRANSPORTATION IMPROVEMENTS PROJECTS

Project Name	Funding Source	FY 23/24 Projected Estimated Costs	FY 24/25	FY 25/26 - FY 28/29	5 Year Project Cost
Somerset Drive Roundabout	Increment Revenue	$1,180,505	-	-	$1,180,505
NW 31st Ave Buffer Wall	Increment Revenue	$2,130,000	$2,130,000	-	$2,130,000
NW 30th Terrace Roadway Improvement Project	Increment Revenue	-	$1,688,000	-	$1,688,000
Westgate (South) Streetscape Project	Increment Revenue	-	$1,131,000	-	$1,131,000

Source: *City of Lauderdale Lakes FY 2025 Proposed Budget*

Housing Element

ECONOMIC STATISTICS

According to American Community Survey (ACS) estimates, the median or average household income (AHI) in Lauderdale Lakes is $44,333 with a poverty rate of 23.02 percent. While the 2015-2019 ACS 5-Year Estimates exhibits an estimated City AHI of $35,532 and an estimated poverty rate of 22.5 percent. By comparison, the poverty level in Broward County in 2020 is approximately 14 percent. The poverty level in Lauderdale Lakes increased from 19.25 percent in 2010 to 21.60 percent in 2020.

Countywide, the AHI shows $59,367. It should be noted that the City's median household income is approximately 75 percent of the County's AHI, to which the City contributes.

Household income is income earned by each household, which includes one or more wage earners 15 years old and over with income. A household is the person or group of people who occupy a housing unit. Median income provides the basis for several benchmarks and assumptions.

TABLE 4.1: CITY OF LAUDERDALE LAKES MEDIAN HOUSEHOLD INCOME

Income Range	Households	Margin of Error (+/-)
Less than $10,000	9.6%	2.1%
10,000 to $14,999	10.1%	3.7%
$15,000 to $24,999	11.2%	2.5%
$25,000 to $34,999	9.5%	2.6%
$35,000 to $49,999	15.0%	2.8%
$50,000 to $74,999	15.7%	3.2%
$75,000 to $99,999	11.6%	3.2%
$100,000 to $149,999	11.9%	2.6%
$150,000 to $199,999	3.0%	1.2%
$200,000 or more	2.3%	1.2%
TOTAL	**13,032**	**808**
Median income	$44,333	$5290
Mean income	$59,367	$5159

Source: *U.S. Census Bureau, S1901 Income in the Past 12 Months (in 2023 Inflation-Adjusted Dollars)*

CHANGES IN HOUSING

Assessing changes in housing relies on credible sources of data and projections, and in most cases, significant data is collected from Broward County and the Shimberg Center for Housing Studies Florida Housing Data Clearinghouse.

Historically, the City of Lauderdale Lakes has been a residential community with a moderately aged housing stock, which is dominated by multifamily units with approximately 70 percent of the City's housing inventory. Highlights about this assessment of the City's housing conditions include:

- As previously reported, the AHI in Lauderdale Lakes is $44,333 (2023 dollars).
- The number of housing units in Lauderdale Lakes is not growing as fast as our population. The 2015-2019 ACS Estimates counted 14,767 units, although the Broward County Planning and Development Division reported 16,034 total units, an increase of almost 7 percent since 2010.
- The increase in housing units since 2010 has mostly been multi-family (420 new units for Atlantic Pacific, and 224 new townhomes and 317 mid-rise units for Bella Vista). Single-family units grew by 4-5 new units.
- The median house price rose 37 percent from $87,000 in 2010 to $119,800 in 2020.
- The median rent increased from $910 to $1,120 over the previous decade.

TABLE 4.2 – TOTAL DWELLING UNIT ESTIMATES BY JURISDICTION: 2010-2045

Year	Jurisdiction	
	City of Lauderdale Lakes	Broward County
2010	15,007	810,388
2015	15,404	844,529
2020	16,034	885,943
2025	16,584	941,294
2030	17,712	979,460
2035	18,480	1,014,895
2040	19,071	1,044,979
2045	19,534	1,069,750

Source: *Broward County Planning and Development Division – 2017*
Note: *This is what data was available from the County at the time of date of this Data & Analysis document.*

TABLE 4.3 – HOUSING UNITS BY TYPE, 2018-2022 5-YEAR ESTIMATES

Housing Unit Type	Single-Family	Multi-family	Mobile Home	Other	TOTAL
Count	4689	10947	120	-	**15756**

Source: Shimberg Center for Housing Studies: Florida Housing Data Clearinghouse

HOUSING CHARACTERISTICS

AGE OF RESIDENTIAL STRUCTURES

The Internal Revenue Service (IRS) defines the useful life of a residential rental property for depreciation purposes under the Modified Accelerated Cost Recovery System (MACRS). According to MACRS, the useful life of residential rental property is 27.5 years. This means that the cost of the property can be depreciated over a period of 27.5 years. Based on the Broward County Property Appraiser and the Shimberg Center for Housing Studies Florida Housing Data Clearinghouse, the estimated average age of housing structures in the City is 44 years old. It should be noted improvements made after 1986 to a property placed in service before 1987 should be treated as a separate depreciable property. As a result, the improvement may be depreciated as a separate property under MACRS if it is the type of property that otherwise qualifies for MACRS depreciation.

Due to the high age of residential properties in the City, most residences have most likely exceeded their market values in depreciation. As a result, priority should be given to redevelopment and property improvements on existing residential structures, with the highest priority being given to those oldest structures which have not been remodeled or updated since the original construction.

TABLE 4.3 - YEAR STRUCTURE BUILT, 2018-2022 5-YEAR ESTIMATES

Year Constructed	Estimate
2010 or after	431 (2.75%)
2000-2009	632 (4.03%)
1990-1999	1111 (7.08%)
1980-1989	1913 (12.18%)
1970-1979	8239 (52.47)
1960-1969	2730 (17.39%)
1950-1959	513 (3.27%)
1940-1949	0 (0.00%)
1939 or earlier	132 (0.84%)
TOTAL	**15701 (100%)**

Source: *Shimberg Center for Housing Studies: Florida Housing Data Clearinghouse*

HOUSING COST

According to data in the table below, approximately 55 percent of all households between zero and 80 percent of the Area Median Income (AMI) and experience housing cost burdening of greater than 30 percent. Cost burdened households, which attribute greater than thirty percent of their household income to housing cost, are more unlikely to be able to afford repairs and remodeling to their homes. This includes necessary repair and optional renovations which may increase the equity and/or efficiency and resiliency of a structure. The proportion of cost burdened renters is significantly greater than homeowners, as depicted in the tables below:

TABLE 4.4: ALL HOUSEHOLDS, COST BURDEN BY INCOME, 2023 ESTIMATE (SUMMARY)

Household Income/Housing Cost Burden	30% or less	30.1-50%	More than 50%	TOTAL
30% AMI or less	260	540	2769	3,569
30.01-50% AMI	397	767	999	2,163
50.01-80% AMI	1583	1326	465	3,374
80.01-100% AMI	1163	416	-	1,579
Greater than 100% AMI	2548	38	-	2,586
TOTAL	**5951**	**3087**	**4233**	**13,271**

Source: *Shimberg Center for Housing Studies: Florida Housing Data Clearinghouse*

TABLE 4.5: RENTER HOUSEHOLDS, COST BURDEN BY INCOME, 2023 ESTIMATE (SUMMARY)

Household Income/Housing Cost Burden	30% or less	30.1-50%	More than 50%	TOTAL
30% AMI or less	76	199	1940	2,215
30.01-50% AMI	40	653	669	1,362
50.01-80% AMI	771	730	189	1,690
80.01-100% AMI	546	194	-	740
Greater than 100% AMI	669		-	669
TOTAL	**2102**	**1776**	**2798**	**6,676**

Source: *Shimberg Center for Housing Studies: Florida Housing Data Clearinghouse*

When comparing the cost of owning and renting in the City, approximately 69 percent of renters experience a cost of renting greater than 30 percent of their household income, while approximately 43 percent of homeowners experience a cost of owning greater than 30 percent of their household

income. This shows a wealth disparity between renters and owners in Lauderdale Lakes, as well as a correlation between high rent and owner costs and the age of a residential structure.

TABLE 4.6: GROSS RENT AS A PERCENTAGE OF HOUSEHOLD INCOME, 2018-2022 5-YEAR ESTIMATES

Rent as Percentage of Household Income	Estimate
Less than 30%	2010
30-49.9%	1613
50% or More	2936
TOTAL	**6559**

Source: *Shimberg Center for Housing Studies: Florida Housing Data Clearinghouse*

TABLE 4.7: OWNER COSTS AS A PERCENTAGE OF HOUSEHOLD INCOME, 2018-2022 5-YEAR ESTIMATES

Cost as Percentage of Household Income	Estimate
With Mortgage, Less than 30%	1479
With Mortgage, More than 30%	1914
Without Mortgage, Less than 30%	1814
Without Mortgage, More than 30%	589
TOTAL	**5796**

Source: *Shimberg Center for Housing Studies: Florida Housing Data Clearinghouse*

AFFORDABLE HOUSING

Creating sufficient housing affordable to the County and/or City workforce has been one of the regions' most difficult challenges. According to the 2018 Broward County Affordable Housing Needs Assessment, approximately 53.9 percent of households experience cost-burdening (housing expenses exceeding 30 percent of household income) , making Broward County an unaffordable place to live. The assessment included an affordable housing supply and demand analysis of all 31 Broward County municipalities by household income category, and indicated of the 13,096 total households in the City of Lauderdale Lakes, approximately 5,929 (45.3 percent) of the City's households experience cost burdening.

The assessment further examined the critical link between affordable housing, transportation, and economic development. The County's Center for Neighborhood Technology Housing + Transportation Affordability Index averages 53 percent, in contrast to the City's 43 percent.

Historically, the City of Lauderdale Lakes has been successful in facilitating the maintenance of the existing supply of affordable housing stock. Past estimates (2007 EAR) reported that the City provided at least 34 percent of all the affordable housing units in the County. However, based on

most recent data, the City is facing underlying housing affordability issues due to the high cost of housing in comparison to income. If not addressed now, there will be lasting consequences to the City and County. The City currently administers several programs and policies which have facilitated the maintenance of the existing supply of affordable housing stock. These are as follows:

- **The Minor Home Repair Program** is aimed at providing financial assistance to eligible low-to-moderate income households up to $40,000. Eligible improvements include, but are not limited to, life safety, plumbing, electrical, roofing, doors and windows, HVAC, and handicap accessibility.
- **First Time Home Buyer Program** is currently administered by Broward County on behalf of the City of Lauderdale Lakes, and is aimed at assisting qualified property owners to purchase a property to occupy as their primary residence.
- **Air Conditioning Program** is aimed at single-family homes and condominium units up to $3,500 on a one-time basis.
- **Mortgage Assistance Program** is aimed at providing relief to single-family homes affected by COVID-19.
- Policies and regulations that promote a range of housing densities, types, and prices. Since 2014, the City has worked with several major developers to provide owner occupied units and new rental housing (Bella Vista and Atlantic Pacific).

In order to determine the housing needs of current and future residents, data from the Affordable Housing Needs Assessment provided by The Metropolitan Center at Florida International University is analyzed by staff in this report along with Broward County generated data. One of the findings from this report is that the majority of the residents in the City will continue to be in the low to moderate income bracket at least through 2025, which by today's standard for a family of four would range from $35,600 to $85,400. As such, the City will need to continue to preserve the current affordable housing stock while pursuing strategies to continue to attract higher rate market housing to encourage income diversity within the City.

Lauderdale Lakes has been supportive of regional affordable housing needs consistent with the South Florida Regional Planning Council's (SFRPC) strategic regional policies since the early 2000s, and most recently Broward County's 2017 initiative to maximize the attainability of housing for persons and households of moderate to lower incomes ("BrowardNext").

Based the direction from BrowardNext, the following recommendations policy recommendations are provided:

- Establish an affordable housing trust fund that would provide for the construction or supply of affordable housing;
- Establish minimum set-aside requirements for new affordable housing construction; and
- Establish an affordable housing density bonus provision (i.e., 10 to 20 percent affordable units for every project).

Other options including those using public-private partnerships should also be explored. Examples should include the development of a local land trust to strategically purchase and build affordable housing for low- and moderate-income residents.

NEW HOUSING SUPPLY

Since the 2007 EAR, the City has taken an active role in accommodating growth. Innovation in the development of a diverse range of housing types has been fundamental in accommodating population growth. The diversity of housing types has attracted new residents from nearby cities and allowed residents to stay within the community as their housing needs change. The City's most significant growth has been in residential development followed by some commercial along the Commercial Boulevard, SR 7, and West Oakland Park Boulevard corridors.

Since 2021, several large residential developments have been constructed and/or permitted, adding a cumulative 1,406 dwelling units:

- Atlantic Pacific (420 apartments);
- Cassia Estates (84 single-family homes, permits complete in 2024);
- Cassia Commons (44 townhomes, permits complete in 2024);
- Bella Vista (224 townhomes, 632 apartments, permits complete in 2021);

As for commercial uses, retail stores and gas stations have been the most common type of construction.



Figure 4.1: Bella Vista Apartments



Figure 4.2: Casa Lake Apartments



Figure 4.3: Atlantic Pacific Development (Cypress Creek Apartments LP)

PROJECTED HOUSING DEMAND

The 2025 population is estimated at 38,961 persons, and the projected population through the year 2035 and year 2050 planning horizons is 43,587 and 49,124 persons, respectively. This represents an overall increase of approximately 10,163 people, or a 26.08 percent change, through the year 2050.

For comparative purposes, the 2020 US Census population reflects a growth rate of approximately 19.5 percent increase between 2010 and 2020, from 32,593 to 38,956 persons counted in Lauderdale Lakes. Generally, the BEBR model low and medium forecasts population increases that are dramatically lower than the County's and City's historic population growth. Despite differences in population numbers (historic and forecast) between the US Census Data and BEBR population forecasts, data continues to document a strong positive growth trend in population increase through 2050.

Consistent with the BEBR High forecast, by 2050 the City will need approximately 3,176 additional dwelling units at an average household size of 3.2 persons. Of the residentially designated vacant land, approximately 3.16 acres are designated LAC and approximately 4.79 acres are designated LM. Of the vacant land remaining, as discussed in the Future Land Use Element data and analysis, there is not a practical density that can be developed to accommodate the future housing needs of the City.

Lauderdale Lakes can accommodate 118 additional housing units, not including "flexibility" balance units currently provided for in the Broward County Land Use Plan, as well as an undetermined number of potential residential units within the LAC (future mix of land uses to occur on the vacant tract designated LAC is unknown).

The City does not have a sufficient amount of vacant residentially designated land to accommodate future growth in the overall planning period. Additional housing units will need to be provided through the redevelopment process, even if allowable densities on residentially designated vacant land are increased. Although vacant land is insufficient to accommodate the future population, the City anticipated being able to accommodate the projected population through redevelopment within the LAC and proposed priority redevelopment areas as shown in the FLUE Update.

To resolve potential housing shortages and prevent the City's projected growth from being capped, the City should engage in concerted efforts in redeveloping the existing housing conditions for multifamily residential housing with increased residential density and building intensity. If the City's stock of Low-Residential Future Land Use designated housing development be redeveloped for Low-Medium Residential Future Land Use designated housing development, the City could accommodate between 691 dwelling units (developed at six dwelling units per acre) and 3,457 dwelling units (developed at ten dwelling units per acre).

Infrastructure and Capital Improvements Element

INTRODUCTION

The purpose of the Infrastructure Element is to identify public facilities and services needed to support the future population and development patterns envisioned within the Future Land Use Element of the City of Lauderdale Lakes' Comprehensive Plan. The objective of the Infrastructure Element Data, Inventory and Analysis is to inventory and evaluate existing potable water, sanitary sewer, solid waste, drainage, and natural groundwater aquifer recharge resources within the City and determine the projected demands on these facilities and resources given future service needs and facility levels of service necessary to meet them. Within the Infrastructure Element, each of the public facilities and/or resources mentioned above is treated as a sub-element in the document. Together, this information serves as the foundation for goals, objectives, and policies prepared to guide future development within the City of Lauderdale Lakes.

DEMANDS OF GROWTH ON INFRASTRUCTURE

Lauderdale Lakes has sufficient infrastructure or service agreements in place to accommodate its existing development through the year 2050 planning horizon and will ensure that facilities are available to support future development. More detailed information is provided under Level of Service (LOS) Analysis. If additional infrastructure is required to meet growth demands, the City will negotiate its contracts with the service providers, such as Fort Lauderdale Utility and Broward County Water and Wastewater Services, for potable water and sewer; Broward County Waste Management for solid waste and recycling; and Broward County Sheriff's Office for police, fire, and emergency services.

LEVEL OF SERVICE ANALYSIS

The adopted comprehensive plan and land development regulations require availability of adequate water supplies, public facilities and services as detailed under the Future Land Use Element and other related elements. Through the land development application requirements, the City ensures that development is consistent with the LOS standards for all public facilities within the City The specific LOS standards for services and facilities are discussed below.

POTABLE WATER

The City of Lauderdale Lakes does not own or manage its own potable water and sanitary sewer distribution system or public water supply facilities. The water service operation in Lauderdale Lakes is owned and managed by Broward County Water and Wastewater Services (BCWWS), as specified in an interlocal agreement signed by both governmental entities. There is also a small portion of the City that is served by the City of Fort Lauderdale's water utility entity. Each resident of Lauderdale Lakes is effectively a retail water customer of BCWWS.

The City of Lauderdale Lakes has set LOS standards for its water system and is consistent with the BCWWS and City of Fort Lauderdale Retail Water System LOS. The maximum LOS standards for the water supply serving Lauderdale Lakes is 96 gallons per capita per day (gpcd) for the area served by BCWWS and 170 gpcd for the small area served by Fort Lauderdale Utility.

During the 2020 EAR process of the comprehensive plan which resulted in Lauderdale Lakes 21-01ER and 24-01ER proposed comprehensive plan amendments, the City completed an update to its Water Supply Facilities Work Plan (WSFWP). This version of the City WSFWP is to be adopted as appendix to the 2025 City of Lauderdale Lakes Comprehensive Plan and will be updated in 2026 for the following 10 years.

SANITARY SEWER

The LOS standard for sanitary sewer within the City is the permitted capacity of BCWWS North Regional Wastewater Treatment Plant which is currently 100 MGD. The City currently is meeting its LOS and is expected to meet these levels over the 10- and 25-year planning periods, according to the BCWWS and the City's 2021 WSFWP Update. All collection, transmission, and treatment of City sewage is provided by BCWWS. No septic tanks exist in Lauderdale Lakes. All residential and non-residential uses are served by the County system. BCWWS is responsible for the maintenance and improvement of the City's sewage system.

BCWWS recently upgraded its wastewater treatment plant to meet projected demand until the year 2040. In addition, as part of BCWWS's ongoing efforts to maintain and upgrade its utility, a major sanitary water and sewer rehabilitation project to maintain existing and future capacity facilities and to replace obsolete citywide conveyance and transmission systems is underway, under a BCWWS Utility Analysis Zone (UAZ) project, and is expected to be completed in late 2021 – early 2022.

SOLID WASTE

The City does not provide its own solid waste collection and disposal services, and therefore, LOS standards are specified in agreements with Broward County and Waste Management, Inc. There continues to be sufficient capacity to collect and dispose of solid waste in Lauderdale Lakes, as established in the Broward County Solid Waste Element.

STORMWATER DRAINAGE

The City of Lauderdale Lakes Stormwater Division is responsible for treating the canals for aquatic plants, debris removal from the City's waterways, cleaning and repair of drainage structures, pipes and construction of minor drainage infrastructure. The City consists of six distinct drainage sub-basins. Five of the six sub-basins are centered on a City-owned canal connected to SFWMWD's primary canal system, while the C-13 Canal Sub-basin is centered on SFWMD's C-13 Canal.

To meet projected demand and ensure future stormwater drainage needs are met, the City has started to prepare a Citywide Stormwater Facilities Plan Update which includes approximately 11 miles of canal network and all roads within the jurisdictional boundary of the City. The City is expected to complete this plan by late 2021. The City has programmed in its current 5-Year Capital Improvements Schedule the construction of several stormwater runoff improvement projects. The current Stormwater Master Plan was completed in 2007, and it focused on analyzing stormwater LOS through hydraulic modeling in conjunction with improvements to the City's stormwater management system.

Two adopted LOS standards apply for stormwater. The first, for roadway crowns, is to provide sufficient drainage for a ten-year three-day storm. The second standard applies to finished floor elevations and requires a floor elevation above the 100-year three-day storm level. The stormwater drainage LOS is also subject to maintaining the requirements of the SFWMD for outfall into District canals and the New River, as outlined in the table below:

TABLE 5.1 - CITY OF LAUDERDALE LAKES STORMWATER MANAGEMENT LEVEL OF SERVICE STANDARDS

Stormwater Regulation	Return Period and Frequency	Design Criteria
Drainage – off site discharge rate	25 years, 72 hours	75.9 cubic feet per square mile
Flood Protection – water elevation	100-year, 72-hour for finished floors	Broward County 100-year flood elevation map
	10-year, 72-hour for road crowns	Broward County 10-year flood elevation map
Water quality – Retention/detention	Wet detention	The larger volume of first inch of runoff or 2.5 times the site's percent of impervious area
	Dry detention	75% of Wet detention requirement
	Dry retention	50% of Wet detention requirement
	Commercial or Industrial Development	½ inch of dry retention or detention pre-treatment is required

Source: *Broward County Chapter 27-14 and SFWMD Permit Volume IV, as shown in the City of Lauderdale Lakes Stormwater Management Master Plan Report, April 2007, prepared by A.D.A. Engineering Consultants, Inc.*

As for future improvement needs, the City will continue to consider water quality impacts before approving new development and significant redevelopment projects. All developments shall implement stormwater best management practices that require structural and non-structural controls during construction to reduce pollutants, and control erosion and sediments entering receiving water bodies. The management of surface water and groundwater resources is an important issue to the long-term environmental quality and economic viability within the City.

PARKS

The adopted LOS is three acres of parks, recreation, and open space land per 1,000 residents. In addition to using the adopted LOS as a measure for the general provision of public parks, recreation, and open space, the City also uses this LOS as the basis for requiring a neighborhood and community park land dedication by developers or alternatively, paying a fee based on the value of vacant land.

- The 2025 LOS demand is 116.883 acres of open space and park land per 1,000 residents [(38,961 residents / 1,000 residents per) x 3 acres = 116.883 acres].
- The projected 2035 LOS demand is 131.784 acres [(43,928 projected residents / 1,000 residents per) x 3 acres = 131.784 acres].
- The projected 2050 LOS demand is 147.372 acres [(49,124 projected residents / 1,000 residents per) x 3 acres = 147.372 acres].

The City will encounter a deficit in the maintained LOS for parks and recreational facilities by year 2030, according to BEBR High projections. To meet projected population demands, the City must add 14 additional acres of parks and recreational facilities by the 2035 planning horizon and 25 additional acres of parks and recreational facilities by the 2050 planning horizon. With only approximately 17 acres of vacant land remaining and a projected increase in demand housing, the City does not have enough land available to dedicate to parks and recreational facilities under current development conditions.

TABLE 5.2 – PROJECTED LEVEL OF SERVICE DEMAND FOR PARKS AND RECREATIONAL FACILITIES

Year	2025	2030	2035	2040	2045	2050
BEBR High Population Projection	38,961	41,655	43,928	45,857	47,567	49,124
Parks and Recreational Facilities Demand	116.883	124.966	131.784	137.570	142.701	147.372

Source: *Broward County Updated Population Projections 2018*

CAPITAL IMPROVEMENTS AND BUDGET PLAN

This Data and Analysis document includes the 5-Year Capital Improvements Plan for the City of Lauderdale Lakes from Fiscal Year (FY) 2023/2024 through FY 2028/2029 as an appendix item. The City also has adopted a FY 2024-2025 Budget Plan which serves as the alignment of financial resources to the prioritized goals, objectives, policies, and initiatives of the City. During the FY 2024-2025, an allocation is included in the budget to commence the planning to undergo a strategic session for a 2026-2045 Budget Plan which will establish a City financial plan, vision alignment, and will ensure solvency through the 10-year planning horizon.

FISCAL YEAR 2024/2025 ADOPTED BUDGET

The FY 2024/202525 Adopted Operating and Capital Budget is estimated at $108,109,128, which represents a 6.2 percent increase from the prior year. This increase is mostly due to including funding for the design and construction of the Community Center, which is estimated at $4 million. The All Funds Adopted budget allocates funding resources for Citywide operations, core functions, capital investments, and City priorities. The All Funds Budget includes the General Fund, Special Revenue Funds, Debt Service Fund, Capital Improvement Funds, and Enterprise Funds.

Major inclusions in the All Funds Adopted Budget includes:

- Allocations for projects and programs funded through American Rescue Plan Act (ARPA);
- Allowances for Revenue Loss;
- Assistance programs that support residents and business communities; and
- Capital investments to stabilize the canal banks infrastructures, to maintain facilities and equipment, improve water quality, protect the network systems, improve quality of life, provide services to vulnerable populations.

Public Safety services, such as police and emergency medical services (EMS), are major components of the general fund adopted budget. The City consideration from Broward Sheriff Office and services for policing increased by 5 percent ($10 million). The budget includes a partial grant from the U.S. Department of Justice for two additional officers, as well as funding for the new Community Policing Program, which will add 4 police offices to the staffing complement and is partially funded by the Community Redevelopment Agency (CRA).

EMS are funded in the General Fund at 37 percent of the total Fire-Rescue estimate. This amount is $4.3 million and includes a fire rate study. The remaining costs for Fire-Rescue services are funded in the Fire Fund.

TABLE 5.3 – ALL FUNDS BUDGET: FISCAL YEAR 2024/2025

Fund	2024 Revised Budget	2025 Adopted Budget	Change
General Fund	$38,512,483	$44,865,439	$6,352,956 (16.5%)
Alzheimer Care Center	$543,653	$666,075	$122,422 (22.5%)
Arts in Public Spaces	$25,000	$25,000	$0 (0.0%)
Building Services	$1,443,378	$1,691,076	$247,698 (17.2%)
Capital Improvements	$6,138,000	$10,365,500	$4,227,500 (68.9%)
CDBG Programs	$462,522	$464,158	$1,636 (0.4%)

TABLE 5.3 – ALL FUNDS BUDGET: FISCAL YEAR 2024/2025			
Code Enforcement Trust	$11,925	$15,000	$3,075 (25.8%)
Community Redevelopment Agency	$20,644,553	$18,299,340	-$2,345,213 (-11.4%)
Debt Service	$1,815,691	$927,812	-$887,879 (-48.9%)
Fire-Rescue	$7,403,550	$7,448,085	$44,535 (0.6%)
Grants	$5,704,143	$5,567,947	-$136,196 (-2.4%)
Home Repair Assistance Program	$60,000	$50,000	-$10,000 (-16.7%)
Hurricane Loss Mitigation	$194,000	$194,000	$0 (0.0%)
Impact Fund	$0	$200,000	$200,000 (100%)
LETF	$70,000	$80,000	$10,000 (14.3%)
Solid Waste	$2,046,035	$2,566,285	$520,250 (25.4%)
Stormwater	$13,715,631	$12,401,396	-$1,314,235 (-9.6%)
Surtax Transportation Projects Fund	$2,308,663	$1,458,663	-$850,000 (-36.8%)
Gas Tax 'Transportation'	$679,010	$823,352	$144,342 (21.3%)
TOTAL	**$101,778,237**	**$108,109,128**	**$6,330,891 (6.2%)**
Source: *City of Lauderdale Lakes All Funds Budget: Fiscal Year 2024/2025*			

An operations and financial summary of each department is included in the adopted budget document.

ALLOWANCE FOR LOSS OF REVENUE PROJECTS & INITIATIVES

The City received an allocation of $10 million from the US Treasury as an allowance for loss revenues experienced during the COVID-19 Pandemic. The City identified projects and initiatives to fund with this allocation. During the upcoming year, 6 projects and/or initiatives will receive a funding allocation totaling $1,692,500. These funds are budgeted in the General Fund but separated as its own accounting structure for reporting purposes. Projects or initiatives funded through this source is anticipated to be completed by December 2026 or upon expiration of the funds. These projects and initiatives are:

- Planning/Development for rebuilding of the City Hall Complex
- Enhanced Senior and Youth Programs
- Safe and Clean Restaurant Assistance Program
- Commercial Improvement Assistance Program
- Teen Skills Training Program
- Partial Funding for the Alzheimer Care Center

All other projects that have a construction component are funded in the General Capital Improvement Fund.

SPECIAL REVENUE FUNDS (DOES NOT INCLUDE CRA)

The overall adopted budgets for the Special Revenue Funds is anticipated at $15,533,617. Special Revenue funds are funds that account for special activities where separate accounting and reporting is required. The City's Special Revenue Funds are as follows:

- Fire-Rescue;
- Grants;
- Parks Impact Fee;
- Law Enforcement Trust;
- Arts in Public Places;
- Alzheimer Care Center;
- Code Enforcement;
- Transportation 'Gas Tax';
- Housing Assistance; and
- Community Development Block Grant Funds.

Fire-Rescue Fund

The FY 2024/2025 Adopted Budget for the Fire-Rescue Fund is $7,448,085, which is a slight increase of $44,535 of 0.6 percent from the prior year. This fund is responsible for 63 percent of the total costs of the annual contractual obligation to Broward Sheriff Office. The annual estimate for FY 2024/2025 is $11,806,483, which is a 6.3 percent increase from the prior year. This amount is shared with the General Fund, which is responsible for 37 percent of the total. The Fire-Rescue Fund is primarily funded by the special assessment fees and the residential rate of $333.84, and has remained the same since FY 2018/2019. However, this rate will not be sustainable as the costs of services continues to increase. During the upcoming FY, the City will undergo a rate study to assist in determining a sustainable and conservative rate.

GRANTS FUND

The FY 2024/2025 Adopted Budget for the Grants Fund is $5,567,947. Grants provide opportunities for the City to support programs and initiatives, while leveraging available funding. During the upcoming FY, the City anticipates to receive several grants to perform critical services, such as Community Oriented Policing Services, summer and afterschool programs, and senior citizen programs. This fund also accounts for several general government improvement grants, such as the

improvements to parks. Lastly, general government projects funded by ARPA grant is also accounted for in this fund for the following projects:

- Broadband Improvements - $882,180 (to be revised to support other assistance programs)
- Contractual Services (Temporary Services) - $135,000
- Housing Assistance Program (AC Repair/Replacement) - $50,000

TRANSPORTATION 'GAS TAX' FUND

The FY 2024/2025 Adopted Budget for the Transportation 'Gas Tax' Fund is $823,352, which is an increase of $144,342 or 21.3 percent. This increase is related to the purchase of the replacement equipment valued at $110,000. This fund is primarily supported by the local option fuel tax revenues from the State of Florida and maintenance agreement from FDOT. Funding received is mostly used to maintain the major corridors, such as lawn maintenance, general maintenance, minor road repairs, and street lighting.

OTHER MINOR SPECIAL REVENUE FUNDS

The remaining funds categorized as minor represent less than 10 percent of the budget. The overall FY 2024/2025 Adopted Budgets for the minor special revenue funds total $1,694,233. Activities performed in these funds include residential assistance programs, recreation programming, and improvements to facilities. The list of other minor funds is represented in TABLE 5.3 – All Funds Budget: Fiscal Year 2024/2025.

ENTERPRISE FUNDS

The overall adopted budget for the Enterprise Funds is anticipated at $16,658,757. Enterprise funds are business-like accounts that are self-sustaining and do noy receive support from the General Fund. The City's Enterprise Funds are as follows:

- Stormwater Management;
- Solid Waste Management; and
- Building Services Funds.

STORMWATER MANAGEMENT FUND

The FY 2024/2025 Adopted Budget for the Stormwater Management Fund is $12,401,396, which is a decrease of 9.67 percent from the prior year. The decrease is primarily due to the progression or completion of canal projects. The adopted budget is supported by the Stormwater Special Assessment and grants. The residential rate of $75 supports the operating costs associated with stormwater management and will generate approximately $1.9 million. The $75 rate has remained flat since 2016. Other funding sources in this fund includes: 2 Florida Resilience Grants, of which one grant of $1.5 million funds drainage improvements and another grant of $1.5 million funds canal bank stabilization projects; American Rescue Plan Act (ARPA) grant in the amount $4,329,165 to support canal bank stabilization projects; and an appropriation from the fund's balance to support continuing capital improvements and newly identified capital investments.

Projects that are funded in the Stormwater Management Fund is as follows:

- Canal Bank Restoration/Stabilization (Canals 1, 3, 5, 8) - $5,785,183
- Citywide Drainage Improvements - $2,000,000
- Canal 4 Bank Stabilization - $823,444
- Boat Ramp Installation - $700,000
- Citywide Bridgefront Replacement - $450,000
- Drain Pipe Lining & Repair Project - $200,000
- Canal Water Quality Improvements (Aerators) - $150,000

SOLID WASTE MANAGEMENT FUND

The FY 2024/2025 Adopted Budget for the Solid Waste Management Fund is $2,566,285, which is an increase of $520,250 of 25.4 percent from the prior year and primarily due to the 16 percent increase in the Waste Management solid waste pickup contract and cost to process contaminated recycling products. The adopted budget is supported by the Solid Waste Special Assessment and the contract administration fee paid to the City by Waste Management. The residential rate of $272 remains the same, and has remained flat since FY 2019/2020. However, this rate will not be sustainable as the costs of service continues to increase. During the upcoming FY, the City will undergo a rate study to assist in determining a sustainable and conservative rate for future years. The budget also includes $100,000 as a contingency, in the event an emergency is declared, and immediate funds are needed for debris and waste removal.

BUILDING SERVICES FUND

The FY 2024/2025 Adopted Budget for the Building Services Fund is $1,691,076, which is an increase of 17.2% from the prior year. The increase is primarily due to additional positions (Staff Assistant and Permit Technician. The Building Services Fund is self-sustaining and supported by fees generated mostly from permitting construction projects, inspections, and plan reviews. The adopted budget includes funding to complete the implementation and training for the Ener-Gov permitting software system and purchase of mobile computers and printers needed for inspection teams.

CAPITAL IMPROVEMENT FUNDS

Development of the Capital Improvement Plan (CIP) is a dynamic process that enables the City to plan for major expenditures in the future and adjust capital projects as needed and as circumstances change. The City's long-range CIP is updated annually to incorporate capital projects identified over the next five-year period. Specific revenue sources to fund these projects are also identified. The financial investment in the next year's plan is $29.8 million. The first-year investment includes funding for projects approved in prior years, as well as newly identified priorities. Funding sources for the projects is shown in the table below:

TABLE 5.4 – FISCAL YEAR 2024/2025

Funding Source	FY 2024/2025 CIP Adopted Projects	FY 2026-2029 CIP Adopted Projects	Total Project Cost	Funded Project Distribution
ARPA - Allowance for Loss Revenue	$4,030,000	$0	$4,030,000	14%

TABLE 5.4 – FISCAL YEAR 2024/2025				
ARPA Funding	$4,329,165	$0	$6,000,000	15%
Grants	$3,911,365	$4,800,000	$10,371,024	13%
Impact Fee	$200,000	$0	$200,000	1%
Fund Broward County Transportation Surtax	$1,458,663	$1,305,000	$2,763,663	5%
City Debt	$1,600,000	$5,400,000	$7,000,000	5%
Stormwater - Appropriated Fund Balance	$3,639,731	$5,025,000	$9,525,000	12%
General Fund - Appropriated Fund Balance	$4,765,500	$7,990,000	$14,151,883	16%
CRA - Increment Revenue	$5,917,000	$0	$7,546,866	20%
Source: *Lauderdale Lakes 5-Year Capital Improvements Program*				

GENERAL CAPITAL IMPROVEMENT FUND

Projects that do not require special or specific accounting or reporting are generally categorized as general government projects and funded by an appropriation from the General Fund balance. There are 20 projects budgeted in the General CIP Fund. Major projects funded are as follows:

- Community Center – $4 million
- Major Facilities Upgrade – $980,500
- Willie Webb Park Rehabilitation – $550,000 (partial funding)
- City Hall Complex Enhancements – $400,000
- Fuel Bay Upgrade – $330,000
- Pool Upgrade and Geothermal Heater – $325,000
- Elevator Upgrade and Modernization – $300,000
- Playground System Replacement – Otis Gray Park – $275,000
- Neighborhood Entryway Signs – $250,000
- Parks Facilities Interior Renovation – $250,000

SURTAX FUND

The City is moving ahead with executing the agreements with Broward County to receive the approved allocation for both the NW 36th Street Improvement Project and NW 50th Avenue Improvement Project.

Other projects that are funded by this surtax funding source included in the FY 2024/2025 budget are the Citywide Sidewalk Repair/Replacement and NW 36th Terrace Improvement Project. Annually Broward County reviews its commitment to the program and makes adjustments based upon availability of funding. The total funds anticipated to support the pre-approved projects is $1.4 million. A comprehensive list of capital improvement projects approved for funding in FY 2024/2025 is provided in Appendix X of this Data & Analysis document.

Conservation Element

INTRODUCTION

The City of Lauderdale Lakes is an inland community located in the heart of Broward County. It is surrounded on all sides by developed areas and the City is over 99 percent developed. As such, there are few isolated areas in the City which can be of any natural or ecological value. However, as an urban community within the larger South Florida region, the city faces growing environmental concerns over long-term air quality, water quality, and water supply. While the City of Lauderdale Lakes does not contain any of the threatened or endangered animal species listed in Broward County, the City can minimize its impact on all species by limiting the amount of pollutants it allows to enter the natural environment.

INVENTORY AND ANALYSIS OF PHYSICAL NATURAL RESOURCES

This section identifies and analyzes water bodies, wetlands, groundwaters, air and water quality, floodplains, commercially valuable mineral deposits, soil erosion problems, vegetative communities, wildlife habitats, and endangered species found within Lauderdale Lakes.

WATER BODIES

Lauderdale Lakes does not contain any natural condition waters as defined by the Florida Department of Environmental Protection. However, the City does contain numerous human impacted/created waters such as canals and altered lakes. One significant human impacted/created water body in the City is the Middle River Canal, also known as the C-13 Canal, which is owned and operated by the South Florida Water Management District (SFWMD). The C-13 Canal is recognized by the State as a Class III waterway, which means that it must be sufficient to foster fish and wildlife propagation and provide recreational opportunities.

GROUNDWATER

In Broward County, groundwater is primarily contained in two major aquifers: Biscayne Aquifer and Floridian Aquifer.

The Biscayne Aquifer is one of the most productive aquifers in the world and is the primary source of freshwater for residents of Broward, Miami-Dade, and southeastern Palm Beach Counties. Hydrological modeling indicates that the Biscayne Aquifer gets two-thirds of its water from rainfall infiltration and the remaining third from lateral seepage of the Florida Everglades.

The Floridian Aquifer is located deeper underground than the Biscayne Aquifer, and it is present in all of Florida and parts of Georgia, Alabama, and South Carolina.

Saltwater intrusion is one of Broward County's most serious water quality problems, threatening groundwater supplies in eastern portions of the County. The saltwater intrusion line has been moving steadily westward in recent decades. The City is not currently threatened by saltwater intrusion, though municipalities directly adjacent, such as the City of Fort Lauderdale, are currently being affected. Saltwater intrusion is caused by historical drainage of freshwater wetlands and resultant loss

of freshwater head and can be exacerbated by increased pumping of groundwater and diversion of surface water flows for drinking water, irrigation, and other purposes.

Saltwater intrusion currently threatens ten major wellfields operated by Broward County and the municipalities of Dania Beach, Deerfield Beach, Fort Lauderdale, Hallandale Beach, Hillsboro Beach, Hollywood, and Pompano Beach. The City of Lauderdale Lakes municipal boundary includes the outer zone of the City of Lauderhill wellfield and the entirety of the Broward County Water Services Division System 1A Wellfield. Neither of these wellfields are currently under threat by saltwater intrusion.

The U.S. Geological Survey, SFWMD, Broward County Water and Wastewater Services (BCWWS), and Broward County Environmental Protection and Growth Management Department (EPGMD) operate a groundwater monitoring system designed to track the extent of saltwater intrusion in the County. Another serious water quality issue is the potential for contamination of the public drinking water supply by industrial and commercial pollutants.

The current version of the Broward County Wellfield Protection Ordinance, No. 93-7, was enacted on November 23, 1993, to safeguard public health by providing criteria for the regulation of storage, handling, use, and production of hazardous and toxic substances within the protected areas of water supply wells. Implementation of the Hazardous Material Regulations and Storage Tank Regulations prevents discharges to the air, soil, groundwater, and surface water by providing specifications for facility design, construction, operation, maintenance, and closure which include early detection, containment, and recovery of discharges. BCWWS also employs certified water treatment operators, who conduct more than 317,000 process control tests annually. These tests ensure that the water treated and delivered to Broward County customers meets or exceeds all federal requirements for safe drinking water under the Safe Drinking Water Act.

WETLANDS

Section 373.019(27), F.S. defines wetlands as those areas that are inundated or saturated by surface water or groundwater at a frequency and a duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils. Wetlands in Florida generally include swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, Riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps, and other similar areas.

Much of the existing Broward County wetlands were drained by the 1920s via numerous canals in order to reclaim land. The freshwater wetlands remaining in Broward County today are made up of cypress swamps, pond apple and cypress sloughs, freshwater marshes, sawgrass marshes, and wet prairies.

According to the most recent Broward County Wetlands Inventory Map, there are no wetlands remaining in the City of Lauderdale Lakes.

AIR QUALITY

The Clean Air Act requires the Environmental Protection Agency (EPA) to set National Ambient Air Quality Standards (NAAQS) for six common air pollutants. Harmful to human health and the environment, these commonly found air pollutants consist of particle pollution (often referred to as particulate matter), ground-level ozone, carbon monoxide, sulfur oxides, nitrogen oxides, and lead. Of the six pollutants, particle pollution and ground-level ozone are the most common health threats.

According to the Broward County Air Quality Division Index, the outdoor air quality in the County was rated as “good” 65.7 percent of the time. This follows a steady trend of worsening air quality in the County.

TABLE 6.1 - BROWARD COUNTY AIR QUALITY INDEX SUMMARY 2021-2025

Year	“Good” Days	“Moderate” Days	“Unhealthy for Sensitive Group” Days	“Unhealthy” Days
2020	291 (79.51%)	73 (19.95%)	2 (0.55%)	0 (0.00%)
2021	280 (76.1%)	84 (23.01%)	1 (0.27%)	0 (0.00%)
2022	300 (82.19%)	65 (17.81%)	0 (0.00%)	0 (0.00%)
2023	244 (65.86%)	118 (32.33%)	3 (0.82%)	0 (0.00%)
2024	240 (65.57%)	125 (34.15%)	0 (0.00%)	1 (0.27%)
2025 (as of Feb.)	49 (83.05%)	10 (16.95%)	0 (0.00%)	0 (0.00%)

Source: *Broward County Air Quality Division Air Quality Index*

Pollutant levels are kept well dispersed over the City due to a frequent sea breeze which also contributes to generally good air quality throughout southeastern Florida. During instances of limited vertical mixing and slow air-mass movement, the region occasionally experiences a buildup of emissions at ground level resulting in infrequent exceedances of the NAAQS.

Broward County is experiencing the worst air quality in days during the peak tourist season, which also corresponds with high pollen levels. Additionally, Saharan dust is transported to the United States on Atlantic air currents from late June to mid-August.

The Broward County Environmental Protection Department (EPD) maintains air quality monitoring stations throughout the County and outputs an Air Quality Index (AQI). The AQI is considered a uniform method of reporting daily pollution levels and the associated ill health effects. An air quality

monitoring station, located on north SR 7/US 441 in Lauderdale Lakes (AIRS #120115001), measures carbon monoxide levels. Additional sites throughout the County measure levels of ozone, nitrogen dioxide, sulfur dioxides, and other greenhouse gases.

Recognizing that motor vehicle emissions contribute the major source of air pollution, the Broward County EPD has produced newsletters encouraging motorists to purchase fuel efficient motor vehicles.

The City can help reduce air pollution by adopting and implementing programs in its comprehensive plan which reduce automobile emissions in its own fleet and promote the planting of trees and shrubs, which naturally intake air pollutants and excess carbon dioxide. Additionally, as development and redevelopment trends in the City encourage denser growth, the City can focus on standards that encourage non-motorized transportation and transit to reduce air pollution caused by private automobile use.

FLOODPLAINS

Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X. According to the FEMA Flood Insurance Rate Maps (FIRM), more than 93.8 percent of the City of Lauderdale Lakes lies within the AE zone, 6.1 percent lies in the AH zone, and less than one-hundredth of a percent lies in the X zone. The definition of these zones is as follows:

- Zone AH Areas with a 1% annual chance of shallow flooding, usually in the form of a pond, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.
- Zone AE – Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones. AE is the base floodplain where base flood elevations are provided. AE Zones are now used on new format FIRMs instead of A1-A30 Zones.
- Zone X – An area that is determined to be outside the 100- and 500-year floodplains

The most flood-prone areas of the City are zones AE and AH, which encompass 99.9 percent of the City.

SOIL

As a built-out community with a relatively flat topography, soil erosion problems are not a serious issue within the City. Although erosion is not an issue in the City, the three areas where soil erosion occurs are construction sites, ditches, and canal banks, which the City can minimize by stabilizing soil with suitable vegetation barriers along the banks of these artificial waterways.

COMMERCIALLY VALUABLE MINERAL DEPOSITS

There are no known commercially valuable mineral deposits in the City of Lauderdale Lakes. Mining in Broward County is a minor commercial activity that accounts for less than a tenth of a percent of the County's economy.

WILDLIFE AND MARINE HABITAT

Lauderdale Lakes does not contain any commercially important wildlife or marine habitats, although water from the C-12 and C-13 canal basins eventually flows to the Intracoastal Waterway and Atlantic Ocean, which are recreationally and commercially important marine habitats. The quality, quantity, timing, and distribution of water in all primary canals, such as the C-13 Canal, is currently monitored and managed by the SFWMD.

Currently, there is a 6.38-acre parcel in the City that qualifies as a recreationally and environmentally important vegetated community. Cypress Preserve Park located at 2525 NW 49th Avenue is used for environmental education and a place for quiet reflection and community gatherings.

The Middle River Canal (C-13) runs east to west through the City and is just north of NW 36th Street and NW 37th Street. SFWMD has agreed to allow the City to develop a recreational greenway and trail along the canal. The greenway and trail will also act as a connection between some of the City's parks and public school campuses.

In general, much of the City of Lauderdale Lakes has already been developed with very few areas remaining that can serve as wildlife habitat. At the same time, however, it is important to recognize that no city is static. Developed areas can be redeveloped in a manner that better supports wildlife, and which builds upon past conservation efforts.

SUSTAINABILITY AND RESILIENCY

This section is included to provide the foundation for further resource conservation, initiate green development strategies within the City, and in general, move the City of Lauderdale Lakes towards achieving long-term sustainability and resiliency against natural and human caused disasters, climate shocks, and other ecological events.

WATER CONSERVATION

To the best of their abilities, the SFWMD balances the water needs of the human population, the environment, and commercial and agricultural interests in the region. As the demand for water increases due to industry and human population growth, it becomes increasingly important to conserve water and to preserve the integrity of natural systems. Lauderdale Lakes water supply is replenished through rainfall, water releases from Lake Okeechobee, and lateral seepage from the

Everglades. When the region is experiencing a drought, there is less water to spread across all users and saltwater intrusion becomes a major local concern. In addition, local lake and canal levels drop, wetlands dry up, and landscaped areas wilt and turn brown. Not only does this situation result in an unattractive natural environment and threaten agricultural and commercial operations, it also has real consequences for plant and animal species, including migratory birds and waterfowl, which depend on water to reproduce and sustain life. It is understood that regional water demands are comprised of many different users making millions of individual decisions about water usage, however, there are strategies that the City can employ to influence individual decisions, reduce overall water consumption, and increase the regional water supply, such as:

- Requiring the use of xeriscaping for all new development and redevelopment.
- Incentivizing green development strategies that effectively reduce water consumption, or which employ systems that reuse it.
- Adopting standards or incentives that minimize impervious surface area.
- Providing in the code for shared parking arrangements and pervious pavement materials and developing structured parking in major commercial areas to reduce the number and expanse of surface parking lots.
- Developing stormwater treatment areas within the City which collect, store, and treat stormwater runoff, as opposed to releasing it in the primary canal system.
- Promoting public awareness of the issue through the distribution of literature and materials created by the County and the SFWMD.

ENERGY CONSERVATION

Human population growth, greater economic prosperity, greater automobile use, and an increased usage of electronics are a few of the major causes of increasing energy demand. The City of Lauderdale Lakes and its residents are supplied with electrical power from the Florida Power & Light (FPL) Company. Electrical energy is distributed from power plants through an extensive distribution system of lines, substations, and transformers to individual homes and businesses. The energy mix of FPL for Florida based on its ten-year plan is 73 percent natural gas, 11 percent nuclear, 14 percent solar. Two percent of electrical power from various other sources. The relationship between electrical energy and resource consumption is not obvious to many consumers despite growing national concern over long-term energy supply. Furthermore, energy production using traditional sources, such as oil, gas, and coal, still release air pollutants into the natural environment despite significant technological advances in pollution control devices. It is understood that statewide energy demands are comprised of many different users making millions of individual decisions about energy usage, however, there are strategies that the City can employ to influence individual decisions, reduce overall energy consumption, and marginally increase the statewide energy supply, such as:

- Adopting standards that require the use of widely available products such as compact fluorescent light bulbs, double-pane windows, and EnergyStar certified appliances.
- Incentivizing green development strategies that effectively reduce energy consumption and loss, or which employ designs that reduce the need for air conditioning, heating or artificial light, or which generate their own power through solar panels or other devices.

- Encouraging, in certain circumstances, the reuse of buildings as opposed to the demolition and construction of new buildings, as building construction alone can be a very energy intensive activity.
- Exploring the feasibility of equipping city-owned buildings with solar panels or other devices that produce a renewable supply of energy.
- Planting trees and shrubs in strategic locations to shade walls, windows, and outdoor air conditioning units.
- Replacing the City's fully depreciated fleet of vehicles with new fuel-efficient vehicles.
- Encouraging mass transit by ensuring that it is safe, convenient, comfortable, and reliable.

LAND CONSERVATION

Land development activities over the past century have utilized approximately 99 percent of the developable land in Lauderdale Lakes. Only a few small parcels of vacant land remain available in Lauderdale Lakes for new development. Conserving land for future population housing needs, parks and recreation facilities, commercial and industrial development, or any other land use was not well supported at the time the City was experiencing most of its land development activity. The City has acquired a few parcels of land for public recreational facilities, and, most recently, a cypress stand from was donated to the City from Broward County to be preserved. However, there is no land in Lauderdale Lakes which specifically meets the definition of land conservation in terms of land set aside for preservation in its natural state. At the same time, it is important to recognize that developed land is not lost forever and there is sometimes enough land on existing developed tracts to further develop. Built-out areas can be redeveloped, development patterns can be changed, and at any point that it is financially feasible to do so, land can be set aside for conservation or dedicated for preservation.

WILDLIFE CONSERVATION

Unlike some lesser developed communities, wildlife and its habitat does not play a significant role in shaping the character or the quality of life of Lauderdale Lakes' community. There are only a few areas in Lauderdale Lakes that are large enough to support animal and plant species; one being the Cypress Preserve Park. At any point it is desired by the community, the City could explore the feasibility of expanding wildlife habitat in the City by linking existing habitat areas and creating new habitats. The Cypress Preserve Park and the primary canal system are two existing opportunities to expand upon existing wildlife habitat.

Recreation and Open Space Element

INTRODUCTION

PURPOSE

The City of Lauderdale Lakes believes it is important for residents in all areas to have access to park and recreation facilities. Such facilities provide a high quality of life for residents and are important to the health and wellbeing of a community. This element provides an inventory of both the existing public and private parks and recreation facilities located within the City of Lauderdale Lakes. Facility type, general condition, and available equipment is cataloged in an effort to identify which items, if any, warrant an upgrade or replacement. Additionally, this element analyzes the inventory of parks, recreation, and open space to ensure the adopted level of service (LOS) standard is being provided. The data, inventory, and analysis also provides the basis for the goals, objectives, and policies to protect and preserve existing recreational areas, and provides guidelines for acquiring additional recreation and open space within the City to maintain a minimum level of service for the community.

INVENTORY

The City of Lauderdale Lakes owns, operates, and maintains five public park and recreational facilities totaling approximately 40 acres. A shared use agreement is maintained with the Broward County School Board for the use of parks and recreational facilities at Oriole Elementary School, Park Lakes Elementary School, Lauderdale Lakes Middle School, and Boyd Anderson High School.

As part of this agreement, the City constructed and currently operates an aquatics complex at the NW 31st Avenue school campus between Oriole Elementary and Lauderdale Lakes Middle School. These shared sites total 31.5 acres of recreational facilities. With the approval of the South Florida Water Management District (SFWMD), 14.5 acres of greenway space is available to the public along the C-13 Canal right-of-way. The sum of all existing public recreational facilities and open space in the City is 117.82 acres. The location and acreage of the public facilities located in the City are detailed below and listed in the table below.

TABLE 7.1 – LAUDERDALE LAKES INVENTORY OF PARKS AND RECREATIONAL FACILITIES

Name	Type	Acres
Northgate Park	Neighborhood	3.14
Otis Grey Park	Neighborhood	7.66
Cypress Preserve Park	Neighborhood	6.39
Trailhead Park	Neighborhood	0.22
Vincent Torres Memorial Park	Community	10.7
Vincent Torres Mem. Park (Undeveloped Parcel)	Community	2.57
Willie L. Webb Sr. Park	Community	11.1
Lauderdale Lakes Swimming Pool	Community	0.95
Lauderdale Lakes Library	Community	1.21
Middle River Trail – SR 7 – 31st Ave.	Community	11.9

TABLE 7.1 – LAUDERDALE LAKES INVENTORY OF PARKS AND RECREATIONAL FACILITIES		
Middle River Trail – 52nd Ave – SR 7	Community	3.88
Undeveloped Middle River Trail Parcel	Community	1.35
Central Broward Park	County (within 2 miles)	109.25
Park Lakes Elementary	Public School	4.5
Oriole Elementary	Public School	6.15
Lauderdale Lakes Middle	Public School	-
Boyd H. Anderson High	Public School	10.95
Westminster Academy	Private Recreation	22.75
TOTAL		**214.67**
Source: *City of Lauderdale Lakes 2019 Parks and Recreation Master Plan*		

LEVEL OF SERVICE

The adopted LOS is three acres of parks, recreation, and open space land per 1,000 residents. In addition to using the adopted LOS as a measure for the general provision of public parks, recreation, and open space, the City also uses this LOS as the basis for requiring a neighborhood and community park land dedication by developers or alternatively, paying a fee based on the value of vacant land. In 2018, Broward County recertified the most current inventory of public and private parks and recreation facilities within the City (see Table X.X). Not including Broward County facilities which lies outside of the City boundaries, the current City LOS is 105.42 acres.

- The 2025 LOS demand is 116.883 acres of open space and park land per 1,000 residents [(38,961 residents / 1,000 residents per) x 3 acres = 116.883 acres].
- The projected 2035 LOS demand is 131.784 acres [(43,928 projected residents / 1,000 residents per) x 3 acres = 131.784 acres].
- The projected 2050 LOS demand is 147.372 acres [(49,124 projected residents / 1,000 residents per) x 3 acres = 147.372 acres].

The City will continue to meet the projected demand for parks and recreational facilities due to the City's central location in Broward County and proximity to Broward County facilities.

TABLE 7.2 – PROJECTED LEVEL OF SERVICE DEMAND FOR PARKS AND RECREATIONAL FACILITIES						
Year	2025	2030	2035	2040	2045	2050
BEBR High Population Projection	38,961	41,655	43,928	45,857	47,567	49,124
Parks and Recreational Facilities Demand (Acres)	116.883	124.966	131.784	137.570	142.701	147.372
Source: *Broward County Updated Population Projections 2018*						

In late 2019, the City retained the services of BerryDunn to complete a Parks and Recreation Master Plan to address the growing parks, open space, and recreational requirements in the City, and has added certain recommendations for parkland acquisition and facility development within the Plan.

In reference to park acreage LOS for the City, the Master Plan noted 61.07 acres of public park lands provided through developed and undeveloped lands compared to 117.82 recreational acreage, which includes existing public, private, leased, and shared facilities along with City-owned, yet undeveloped parkland. According to the Master Plan completed in 2020, “[t]he best acreage LOS for the City will ultimately be reached through public input and debate as to what the community desires.” For this 2021 Comprehensive Plan Update, the City Commission directed to retain the recertified acreage (117.82 acres) by Broward County in 2018.

According to Trust for Public Land, 64 percent of Lauderdale Lakes Residents live within a 10-minute walk of a park. The City experiences the most need for parks and recreational facilities along the northwest city boundary and in the City’s southeast quadrant.

Of the southeast quadrant, most of this area is developed by low-rise multi-family and single-family detached developments. There is ample green space in this area, but no public parks or recreational facilities.

Intergovernmental Coordination Element

INTRODUCTION

The purpose of the Intergovernmental Coordination Element is to coordinate goals, objectives, and policies, and development with related governmental entities and agencies. Ultimately, the Intergovernmental Coordination Element should reduce growth and development conflict and increase cooperation among governmental agencies and private entities. The element also determines the need for and quality of existing coordination mechanisms and examining the potential for creating additional mechanisms. It is the intent of the element to enhance the City's role in regard to intergovernmental coordination issues in order to maximize quality, efficiency, and effectiveness in government service delivery and development.

LOCAL AND COUNTY AGENCIES

Several formal and informal intergovernmental coordination mechanisms exist. Formal mechanisms include contracts and interlocal and operating agreements, whereas informal mechanisms include meetings and telephone calls. The coordinating agencies are at the local, regional, state, and federal level. The inventory below provides a brief description of the coordination mechanisms, subject area, and the office with primary responsibility of coordination.

ADJACENT MUNICIPALITIES

- City of Fort Lauderdale
- City of Lauderhill
- City of North Lauderdale
- City of Oakland Park
- City of Tamarac

Due to their proximity to each other, the City of Lauderdale Lakes coordinates with the adjacent municipalities as needed. Issues include planning and development, land use, traffic, transit, and transportation, drainage, and emergency management. Information sharing and coordination regarding these topics occur through informal and formal means, on an as-needed basis. The contact responsibility is shared by several agencies because the topical interest is rather varied; however, the primary contacts are the City Manager and the Community Development Department.

BROWARD COUNTY

The City of Lauderdale Lakes is located within Broward County and coordinates with Broward County on numerous issues. Communication regarding these issues occurs through both formal and informal methods, such as interlocal agreements and phone calls. Information is exchanged on both a continuous level and on an as-needed basis. Since the coordination between the two entities spans a variety of interests, the contact responsibility is shared by several agencies, including Community Development, Building, Engineering and Construction, Parks and Leisure Services, and the City Clerk. Some of the major subjects of City and County coordination are:

- Transit
- Housing
- Planning and zoning
- Traffic control issues
- Building and permitting
- Economic redevelopment
- Drainage and National Pollutant Discharge Elimination System permitting
- Conservation of natural resources
- County recreation and open space
- Solid waste services
- Water and sewer/wastewater services
- Social services and public health services
- Construction and maintenance of County roads
- Emergency management, including disaster preparedness and repair and hurricane evacuation

BROWARD COUNTY WATER AND WASTEWATER SERVICES

Broward County Water and Wastewater Services (BCWWS) is a part of the County's Public Works Department and was created in 1988 with the reorganization of the Broward County Utilities Division.

Although Water and Wastewater Services is a direct agency of Broward County, it is singled-out for discussion because Lauderdale Lakes residents are retail customers of the County's potable water and wastewater services and facilities, as the City does not own or operate its own. Additionally, general water management and supply is an issue of importance throughout the state and region. To more effectively and efficiently provide water and wastewater services, Broward County divides its retail service areas into districts. There are different district boundaries for potable water service and wastewater service; however, the City falls within District 1 for both services.

Since the City uses Broward County as its sole source of water and wastewater, it is critical that constant and reliable coordination occur between these two government agencies. Another essential topic of coordination between these two agencies is population and demand projections. This information must be provided for updating the County's water supply plan. The Public Works Department and the Community Development Department are the principal contacts for the City in matters relating to the BCWWS.

BROWARD COUNTY HOUSING AND COMMUNITY DEVELOPMENT DIVISION

The Housing and Community Development Division is a part of the County's Urban Planning and Redevelopment Department. The Housing and Community Development Division is responsible for administering the housing programs of the Housing Finance Authority of Broward County, Florida, and the Broward County Commission. The Division's mission is to create partnerships, maximize resources, and find new tools to develop and preserve affordable housing and improve communities. Its primary purpose is to provide housing which persons and families of low, moderate, or middle income can afford and capital for investment in such housing, including development and rehabilitation. As such, the Division offers several services and programs to developers, lenders, and

home buyers and owners. These programs and services offer a variety of informational, educational, financial, and funding opportunities.

Although the Housing and Community Development Division is a direct agency of Broward County, it is singled-out for discussion because Lauderdale Lakes maintains the majority of the County's affordable housing stock, including subsidized and assisted units. The coordination between the City and the Housing Division are crucial not only to the tenants and owners of these units, but also to these two government agencies.

Since Lauderdale Lakes population size prevents it from being directly qualified to receive funding from the various state and federal housing programs, the City and County coordinate to ensure Lauderdale Lakes receives appropriate funding. Additionally, the City and County coordinate regarding maintenance and preservation of the existing affordable housing stock within Lauderdale Lakes and throughout the County. The Community Development Department is the principal contact for the City in matters relating to the Broward County Housing and Community Development Division.

BROWARD COUNTY HOUSING AUTHORITY

The Broward County Housing Authority's (BCHA) mission is to create, provide, and increase high quality housing opportunities to Broward County residents through effective and responsive management and responsible stewardship of public and private funds. Generally, the BCHA serves Broward County residents as tenants residing in the properties managed and maintained by the BCHA, through the rental subsidies BCHA pays for families living in the private rental market, and with the various programs operated and maintained by the BCHA, including the services they offer through the U.S. Department of Housing and Urban Development-certified Housing Counseling Program.

More specifically, the BCHA manages several public housing sites located throughout the County, which provide decent and safe rental housing for eligible and low-income families, the elderly and persons with disabilities. The BCHA also offers a variety of Section 8 programs to eligible households, including rental vouchers, shelter plus care, and family unification. Additionally, BCHA provides a Housing Counseling Program, which is cost-free and offers a complete range of advice, information, and services regarding:

- Homeownership
- Home Management
- Money Management
- Reverse Equity Mortgage
- Property Care and Maintenance
- Rental and Purchase Procedures
- Referrals to Community Resources
- Relief measures for defaulted mortgages

Since Lauderdale Lakes maintains a majority of the affordable housing units, inclusive of assisted and subsidized units within the County, the City and the BCHA coordinate on the information provided above as well as other housing issues, including maintenance, funding, and increasing housing

opportunities for residents. The Community Development Department is the principal contact for the City in matters relating to the Broward County Housing Authority.

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

As required by the Broward County Charter, the Broward County Board of County Commissioners (BOCC) was established to act as the legislative branch of Broward County Government. The Commission is charged with overseeing a variety of County operations, including land use, plats, and environmental matters. Therefore, the BOCC has final authority regarding Broward County Land Use Plan amendments. In addition, the BOCC appoints the County Attorney, Administrator, Auditor, and numerous other regulatory and advisory boards.

The BOCC is comprised of nine members; one Commissioner is elected by each of the nine districts in partisan elections. The City of Lauderdale Lakes falls entirely within the boundaries of District 9. The City and the BOCC coordinate through formal and informal meetings and information sharing. Dependent on the subject this communication occurs on a continuous or an as-needed basis. The City Manager and Mayor are the principal contacts for the City in matters relating to the Commission.

BROWARD METROPOLITAN PLANNING ORGANIZATION

The Broward County Metropolitan Planning Organization (MPO) was established in 1977 by the Florida Legislature to direct urban transportation planning and the expenditure of federal and state funds. In addition to coordinating efforts of local governments regarding transportation plans to ensure compatibility with long-range County plans, the MPO is the lead agency responsible for developing and administering plans and programs to maintain eligibility and receive federal funds for the transportation systems in Broward County, which includes the City of Lauderdale Lakes as an area of concern for these entities.

The duties of the MPO, in cooperation with the Florida Department of Transportation (FDOT), include preparation of the following:

- A multi-year planning program; a Transportation Plan consisting of a long-range element and a Transportation Systems Management element (Short Range Highway Plan);
- An annual Unified Planning Work Program; and,
- An annually updated Transportation Improvement Program, which consists of projects taken from the Transportation Systems Management element and Long-Range Transportation Plan.

The Broward MPO consists of five districts and 19 members, including representatives from cities within the County, the Broward County School Board, the Broward County BOCC, and the South Florida Regional Transportation Authority. For each of the five districts, the municipality with the largest population appoints an elected official to serve as the district representative, and the municipality with the second largest population is the alternate. The City of Lauderdale Lakes is located in District 3, which has six representatives due to population size. The City of Lauderdale Lakes serves as an alternate for District 3.

Additionally, the City considers communication with the MPO vital to implementing the local and regional transportation goals, especially those of the SR 7/US 441 Collaborative. Therefore, the City and Broward MPO will continue to coordinate through formal and informal meetings and information sharing, depending on the subject this communication occurs on an as needed or continuous basis. The Community Development Department is the principal contact for the City in matters relating to the MPO.

BROWARD COUNTY PLANNING COUNCIL

The Broward County Planning Council (BCPC) was created in 1974 to replace the 1959 Broward County Area Planning Board. The BCPC is multi-jurisdictional planning agency established to promote coordinated, comprehensive, long-range planning throughout Broward County through the joint cooperation and participation of all local governments, public officials, and private citizens.

The BCPC consists of twenty members: one member is a Broward County Commissioner selected by a majority vote of the Commission; one member is a Broward County School Board member, selected by the School Board membership. In addition, each County Commissioner individually appoints two members from their respective nine County Commission districts, one member in each district being an elected municipal official and one being an elector not holding elected public office.

In addition to special projects and participating in and encouraging intergovernmental coordination efforts, the BCPC is charged with three main responsibilities:

- **Broward County Trafficways Plan** – the BCPC rules on waivers and proposed amendments to this plan, which preserves roadway right-of-way for the County.
- **Broward County Land Use Plan** – the BCPC reviews and makes recommendations to the Broward County BOCC regarding proposed amendments to the Broward County Land Use Plan; and ensures that adequate facilities are available for the proposed land use.
- **Platting** – the BCPC staff implements a countywide plat compliance monitoring system; interprets the countywide platting requirements contained within the Broward County Land Use Plan; and reviews plats and other development proposals to ensure proposed uses are consistent with those permitted by the effective land use plan designation.

The BCPC and the City coordinate on the above issues through an informal means, such as meetings, and information sharing occurs on an as-needed basis. The Community Development Department is the principal contact for the City in matters relating to the Planning Council.

BROWARD COUNTY SCHOOL BOARD

The School Board of Broward County, Florida is composed of nine members and a superintendent. Seven members are elected from single member districts, and two members are residents of the district and are nominated and elected from the district at large. The School Board has the authority to acquire, build, construct, erect, enlarge, and improve Broward County public school facilities, and to furnish and equip public schools. To pay the cost of such projects, the School Board is authorized to tax real property and to issue certificates of indebtedness and bonds. Additionally, the Board is charged with formulating policy governing the administration and operation of public schools, including the public school facilities located in Lauderdale Lakes.

The City coordinates with the School Board to analyze public education facilities impacts on the transportation system, specifically to:

- Encourage the siting of future schools, if needed, and expansion of existing schools as closely to residential areas as practical;
- Encourage the co-location of Lauderdale Lakes public facilities, such as parks, libraries, and community centers, with schools to the extent possible; and
- Encourage the use of public schools as focal points for neighborhoods.

The School Board and the City coordinate through an interlocal agreement, shared/joint use agreements, meetings, and information sharing on a continuous basis. The Community Development Department and the City Manager are both principal contacts for the City in matters relating to the School Board.

BROWARD COUNTY PROPERTY APPRAISER'S OFFICE

The Broward County Property Appraiser's Office (BCPA) is responsible for placing a fair and just value on each individual property, both real and personal, within Broward County for tax purposes. Then various taxing authorities, such as the County BOCC and School Board, set the actual amount of taxes to be paid as a result of the appraised value. Thus, the BCPA requires that all updated information regarding real estate within Broward County be provided to it on a regular basis. The City's Building Division provides monthly reports on new building permits, as well as any other information that may be relevant. In turn, the City is provided an annual tax roll for the City. The Finance Department and the Community Development Department, which comprises the Building Division, are the principal contacts for the City in matters relating to the BCPA.

BROWARD COUNTY SHERIFF'S OFFICE

The Broward County Sheriff's Office (BSO) is the largest fully accredited sheriff's office in the nation and one of the County's largest employers. The City of Lauderdale Lakes maintains a contract with the BSO to provide a full spectrum of law enforcement services, as well as fire rescue services. The BSO and the City coordinate through a service agreement, meetings, and information sharing on a continuous basis. The City Manager is the principal contact for the City in matters relating to the BSO.

REGIONAL AGENCIES AND SPECIAL DISTRICTS

SOUTH FLORIDA REGIONAL PLANNING COUNCIL

The South Florida Regional Planning Council (SFRPC) is one of Florida's 11 regional planning councils and includes the counties of Broward, Miami-Dade, and Monroe. The SFRPC is administered by an executive director who reports to a Board. The Board is composed of elected officials from local governments belonging to the Council and Governor appointees.

The SFRPC provides technical assistance to local governments. In addition, the SFRPC has the responsibility for reviewing comprehensive plans or portions thereof in order to ensure consistency with the Strategic Regional Policy Plan (SRPP) goals, objectives, and policies.

The City and SFRPC coordinate through formal and informal meetings and information sharing, depending on the subject this communication occurs on a continuous or an as-needed basis. The Community Development Department is the principal contact for the City in matters relating to the SFRPC.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

The South Florida Water Management District (SFWMD) is a State-created agency that functions as a multi-county independent special district responsible for flood-control and water conservation within the South Florida Region. Local governments within the SFWMD jurisdiction, including the City of Lauderdale Lakes, must base their local water supply plan on the SFWMD's regional water supply plan. As well, the City and SFWMD coordinate regarding the C-13 Canal, inclusive of the shared use agreement for the C-13 Canal bank as part of the City's Greenway. Other subjects of major interest between the City and SFWMD are:

- Stormwater drainage
- Wetlands protection
- Consumptive use permits
- Coordination with regional water supply plan
- Grant funding to perform stormwater evaluations and improvements

Information regarding these and other issues is shared on a continuous basis through informal means. The Public Works and Engineering Department and the Community Development Department are the principal contacts for the City in matters relating to the SFWMD.

As one of Florida's five regional water management districts, SFWMD issues permits for the consumptive use of water, surface water management, well construction, and artificial recharge and creates a regional water supply plan. Besides its permitting activities, the SFWMD is authorized to:

- Gather water resource data
- Engage in water resource planning
- Construct and operate water control works
- Participate in technical investigations of water resources
- Monitor discharges into SFWMD canals from City canals

An executive director appointed by a Citizen Board administers the staff of each district. Staff recommendations and public testimony received at Board meetings and public hearings are the basis of the Board's decisions and policy.

NORTH BROWARD HOSPITAL DISTRICTS

Broward County has created two special hospital districts: the North Broward Hospital District and the South Broward or Memorial Hospital District. Griffin Road serves as the dividing line between the two districts.

Lauderdale Lakes has been served by the North Broward Hospital District since 1938. The North Broward Hospital District is a nonprofit community health system offering a full spectrum of health care services.

The Hospital Districts are a medical safety net for Broward County residents. Four medical centers anchor the Hospital Districts' services which include primary health care centers, home health services and hospice, family health places, physician practices, specialty care and extensive community services, and programming. The Hospital Districts also provides a complete continuum of health care services, from wellness and prevention programs to treatment and rehabilitation, home health, and follow-up care.

This is accomplished through the availability of progressive specialty care services, advanced technology and equipment, a highly skilled and trained medical staff and professional personnel, and the guidance of a dedicated administrative staff and BOCC. The North Broward Hospital District and the City coordinate through formal and informal methods and information sharing on a continuous basis. The City Manager is the principal contact for the City in matters relating to the Hospital District.

BROWARD COUNTY SOLID WASTE DISPOSAL DISTRICT

The Broward County Solid Waste Disposal District is a special district, created in 1986, to provide quality, efficient, and reliable solid waste disposal services to the unincorporated portion of the County and the municipalities located within the County, choosing to join the District by resolution. The District is governed by the Resource Recovery Board (RRB), which consists of nine members; four BOCC, four appointed by the contract communities, and one appointed BOCC or elected official from a contract community. The City coordinates with the District to ensure the proper disposal of solid waste. Other main points of interest are:

- Recycling efforts
- Service fees
- Annual reports

The City is a Municipal Member of the RRB's Technical Advisory Board. Lauderdale Lakes and the Broward County Solid Waste Disposal District coordinate through an interlocal agreement, meetings, and information sharing on a continuous basis. The Public Works Department and the City Manager are principal contacts for the City in matters relating to the Broward County Solid Waste Disposal District.

PRIVATE

TELEPHONE SERVICE

The City maintains franchise agreements for the provision of telephone access and other telecommunication services opportunities within its corporate limits. Telecommunication services may include, but are not limited to internet, radio, wireless features, and cable and satellite services. The telephone service providers and Lauderdale Lakes coordinate regarding franchise fees. The service providers and the City coordinate through formal and informal information sharing methods on an as-needed basis. The City Manager is the principal contact for Lauderdale Lakes in matters relating to telephone and telecommunication services and related franchise service agreements.

ELECTRICITY

The City maintains a franchise agreement with the Florida Power and Light Company (FPL) for the provision of electricity within its corporate limits. This is the sole electric utility company in Broward County. Lauderdale Lakes depends on FPL to generate and distribute an adequate and dependable supply of electricity. In additional, FPL and Lauderdale Lakes coordinate regarding franchise fees and utility taxes. FPL and the City coordinate through formal and informal information sharing methods on an as-needed basis. The City Manager is the principal contact for Lauderdale Lakes in matters relating to FPL and electric franchise service agreements.

RECYCLING

Lauderdale Lakes maintains a franchise agreement with Waste Management, Inc. to operate its recycling program. The City depends on Waste Management, Inc. to properly collect, sort, and dispose of collected recyclable materials. In addition, Waste Management, Inc. and Lauderdale Lakes coordinate regarding franchise fees. Waste Management, Inc. and the City coordinate through formal and informal information sharing methods on an as-needed basis. The City Manager and the Public Works and Engineering Department are the principal contacts for Lauderdale Lakes in matters relating to these services.

SOLID WASTE PICK-UP

Lauderdale Lakes maintains a franchise agreement with Waste Management, Inc. for collection of solid waste within the City. The City depends on Waste Management, Inc. to properly collect and transfer collected solid waste to the appropriate solid waste disposable facilities within Broward County. In addition, Waste Management, Inc. and Lauderdale Lakes coordinate regarding franchise fees. Waste Management, Inc. and the City coordinate through informal and formal information sharing methods on an as-needed basis. The City Manager and the Public Works and Engineering Department are the principal contacts for Lauderdale Lakes in matters relating to solid waste pick-up service.

INTERGOVERNMENTAL COORDINATION ANALYSIS

Intergovernmental Coordination mechanisms, problems, and needs within the City of Lauderdale Lakes are analyzed in this section, including the effectiveness of existing coordination mechanisms.

EFFECTIVENESS OF EXISTING COORDINATION MECHANISMS

The City of Lauderdale Lakes has implemented several effective intergovernmental coordination mechanisms. Additionally, the City has adopted several interlocal and service agreements, which are two of the most prevalent methods of ensuring intergovernmental coordination. Such agreements provide the same benefits when the City is coordinating with a private entity. These agreements serve as coordination mechanisms in cases where the City of Lauderdale Lakes receives a service from another unit of local government or provides a service to a unit of local government outside the City's jurisdiction. The agreements also serve as coordination when two or more entities will be collaborating for a special purpose, such as public schools.

The City of Lauderdale Lakes finds interlocal and service agreements to be very productive and useful in facilitating intergovernmental coordination and projects. Table 8.1 inventories each of these

mechanisms. In addition, brief descriptions of two major interlocal agreements that affect the City are provided below.

BROWARD COUNTY SCHOOL BOARD

The City of Lauderdale Lakes maintains several shared/joint use agreements with the School Board to share school facilities, public open space, and recreation areas. These agreements allow the City to use the recreation facilities associated with each of the four public schools located within Lauderdale Lakes, when these facilities are not in use by the schools. In exchange for the use of these recreational facilities, the City provides maintenance and improvements for the schools' recreation facilities, including but not limited to the resurfacing of activity courts, payment of utility bills, and providing outdoor lighting systems. The City recognizes the amenities these agreements provide to residents and will continue to work with the School Board to ensure the continuance of these shared use agreements.

Additionally, in 2017 the City of Lauderdale Lakes signed the Third Amended and Restated Interlocal Agreement for Public School Facility Planning.

This interlocal agreement facilitates school facility planning, including:

- School concurrency
- Attendance boundaries
- Level of service standards
- Special education programs
- Facility siting and expansions
- Schools as neighborhood focal points
- Student population projections and needs
- Co-location of schools and other public facilities, such as libraries and parks

BROWARD COUNTY SHERIFF'S OFFICE

In 1978, the BSZO entered into its first contract for law enforcement services outside of unincorporated Broward County when the City of Lauderdale Lakes retained BSO to provide comprehensive law enforcement services for its residents. In addition, BSO entered a contract in 2003 to provide fire rescue services.

The BSO's Lauderdale Lakes district is bordered by Commercial Boulevard to the north, Martin Luther King, Jr. Boulevard to the east, NW 19th Street to the south, and the Florida Turnpike to the west..

ADDITIONAL COORDINATING TECHNIQUES

Other techniques that promote intergovernmental coordination include, but are not limited to the:

- Creation of joint planning areas
- Implementation of special legislation
- Establishment of special districts
- Organization of joint, advisory, and work groups and committees
- Attendance and/or hosting of meetings

Each of these techniques is employed by Lauderdale Lakes and has been deemed as effective coordination mechanisms by the City and other participating entities to further intergovernmental coordination and multi-jurisdictional collaboration efforts.

TABLE 8.1 - INTERLOCAL AND SERVICE AGREEMENT MATRIX

Coordinating Entities with City	Description of Coordination	Approval Date	Termination Date
Florida Department of Commerce	Statewide Mutual Aide Agreement	1992	ongoing
Broward County	National Pollutant Discharge Elimination System	1996	ongoing
Broward County	Solid Waste Disposal	1961	ongoing
Broward County	Potable Water	1961	ongoing
Broward County	Sanitary Sewer/Wastewater	1961	ongoing
Broward County	Service Agreement for Building Plan Review and Permit Inspection Services	2005	ongoing
Broward County Sheriff's Office	Service Agreement for Comprehensive Law Enforcement Services	1978	ongoing
Broward County Sheriff's Office	Service Agreement for Fire Rescue Services	2003	ongoing
Broward County School Board	Interlocal Agreement for Public Schools Facility Planning	2008	ongoing
Broward County School Board	Shared/joint use Agreement for Public School Recreation Facilities within City	1996	2036
Waste Management, Inc.	Solid Waste pick-up	2009	2014
All Service Refuse, Inc.	Solid Waste Recycling Program	*2009*	2014

Source: *City of Lauderdale Lakes, 2009 and Broward County, 2007.*

IMPROVING INTERGOVERNMENTAL COORDINATION

Although there are several effective formal and informal intergovernmental coordination mechanisms currently in place, each agency partnered in the intergovernmental coordination process and/or formal agreements is continually working to improve efficiency, services, and communication. Therefore, the City of Lauderdale Lakes has identified issues that could benefit from increased coordination efforts. These issues and their potential solutions for improving coordination are described below, and also currently the subjects of discussion between the City and respective agencies.

PUBLIC SCHOOLS

Public school facility planning and coordination are a high priority for both the City of Lauderdale Lakes and the Broward County School Board. Current effectiveness of coordination efforts between

the School Board and the City has been noted in previous versions of the Comprehensive Plan. The City has demonstrated intent to work to strengthen and promote these joint planning efforts, ensuring compliance with requirements of school concurrency and intergovernmental coordination with Broward County Public Schools.

WATER SUPPLY

Water supply planning is a high priority at all levels of state government. The City of Lauderdale Lakes, surrounding municipalities, Broward County, and the SFWMD have worked diligently to ensure that Lauderdale Lakes will have adequate potable water facilities and supply for current and projected populations. The City of Lauderdale Lakes will continue to coordinate with these and other appropriate entities by attending meetings and workshops, participating in committee efforts, developing policies to promote conservation and responsible consumption by water users, and providing information for studies and plans, including the SFWMD Lower East Coast Water Supply Plan, Broward's Integrated Water Resource Plan, and the City's Water Supply Plan. In addition, the City will continue to coordinate with the BCWWS to develop feasible alternative water supply options, including but not limited to implementing reverse osmosis technology on water withdrawals from the Floridian Aquifer.

MIXED INCOME HOUSING

The City of Lauderdale Lakes maintains a large portion of affordable housing units within Broward County. Although the City will continue to maintain the existing affordable housing units and supply additional units as redevelopment occurs, Lauderdale Lakes will also pursue the development of market rate housing within the municipality's jurisdiction. It is important for Lauderdale Lakes to increase its supply of market rate housing within the City limits, as the higher property values associated with this development type will help stabilize the City's economy. The City will begin to coordinate with developers that provide mixed income housing by communicating the City's desire for such development to appropriate agencies and parties. The City will also continue to coordinate with Broward County to receive funding for the maintenance of the Lauderdale Lakes' affordable housing units.

ECONOMIC DEVELOPMENT

The City of Lauderdale Lakes recognizes its strategic location within Broward County and is developing economic development and/or redevelopment plans to attract a variety of businesses to increase its ad valorem tax revenues and provide greater economic stability.

The City has also adopted an Economic Development Element within the Comprehensive Plan to further support these plans. The City has and will continue to aggressively pursue economic development opportunities. Although the City is pursuing economic development opportunities, Lauderdale Lakes recognizes the challenges of capturing quality economic development and will strive to fortify relationships within federal, state, regional, county, and local governments and other agencies to maximize economic redevelopment benefits. The City will also work with appropriate agencies and entities to evaluate impacts of proposed redevelopment, ensuring it will provide a positive economic impact in the short and long-term horizons. The City will also consider the impacts

of development on adjacent municipalities and the County, pursuing mutually beneficial opportunities to the greatest extent feasible.

RECREATION AMD OPEN SPACE

Although the City of Lauderdale Lakes is expected to meet the City's adopted LOS through the short-term planning horizon. Based on population projections and current parks and recreation acreage within the City, Lauderdale Lakes will eventually fail to meet its adopted LOS. However, this is a common challenge faced by many eastern Broward County municipalities experiencing growth and redevelopment. As such, the County has recognized a need to consider alternative methods of achieving recreation and open space requirements. It is noted that Broward County is reviewing alternatives and has not decided on an appropriate direction. However, this is an important issue within the region. The City of Lauderdale Lakes will coordinate with Broward County, other municipalities, and private agencies to develop appropriate alternative methods and forms of recreation and open space for County consideration. This coordination may include participating in workshops, on committees, and research and policy development. Additionally, the City will continue to require private developers to provide for public and private recreation and open space.

GROWTH AND DEVELOPMENT IMPLICATIONS

The data, inventory, and analysis for the Intergovernmental Coordination Element has:

- Presented an inventory and analysis of entities with which the City of Lauderdale Lakes coordinates multi-jurisdictional issues surrounding resource conservation, growth, and development;
- Identified and analyzed each functional element of the Plan for issues having multi-jurisdictional impacts; and
- Provided a proactive approach for guiding the governmental coordination process to promote and further the resolution of intergovernmental coordination issues and/or conflicts.

The City of Lauderdale Lakes will continue to coordinate intergovernmental issues involving land use, transportation, housing, public facilities, and resource conservation with Broward County, adjacent local governments, and regional, state, and federal agencies. The City of Lauderdale Lakes will also review future intergovernmental coordination policy issues with the State of Florida Comprehensive Plan and SFRPC Strategic Regional Policy Plan. In addition, the City will utilize intergovernmental coordination mechanisms to mitigate any undesirable impacts and to maximize beneficial impacts of future growth and development.

Public Schools Facilities Element

Since the last EAR (2007), no public schools have been located in the City and no additional sites are planned at this time. In 2008, the School Board of Broward County, Broward County, and a majority of the municipalities, including the City of Lauderdale Lakes, signed the Interlocal Agreement for Public School Planning. The Agreement required all new residential development to comply with development review criteria for public school concurrency and among other things, established a countywide level of service (LOS) standard for each bounded public elementary, middle, and high school at 110 percent permanent Florida Inventory of School Houses (FISH). The Agreement considered all student stations, including portable buildings. Each local government agreed to incorporate public school concurrency into their Comprehensive Plans, established Concurrency Service Areas (CSAs), and adopted a uniform district-wide LOS standard for school concurrency. The City adopted the required LOS into the Public School Facilities Element (PSFE).

In 2010, the Agreement was amended to phase out the use of portables in the determination of school capacity by the beginning of the 2018/2019 School Year. The Broward County School District determined that, along with other challenges involving the state oversight of the financing and development of new school facilities, failing to consider portables in school capacity determinations would lead to an increase in school boundary changes, as this would be the only remaining mechanism to bring schools into compliance with the 2010 LOS standard. Broward County School District staff worked collaboratively with Broward County and the municipalities through the School Board's Oversight Committee and Staff Working Group to develop an amendment to the LOS standard. Along with other technical changes, the proposed “Third Amended and Restated Interlocal Agreement” (TRILA) set the LOS standard to the higher of: 100 percent gross capacity (which includes portables) or 110 percent permanent capacity (which excludes portables).

On May 22, 2018, the City Commission approved the TRILA through Resolution No. 2018-045. As part of this EAR process, Policy 1.2.3 in the PSFE below has been revised to make the PSFE of the Comprehensive Plan and Land Development Regulations consistent with the TRILA.

Since public school facility planning and concurrency is being addressed on a county-wide level in Broward County, the Florida Department of Commerce (FloridaCommerce) has approved the option of local municipalities to rely upon the County’s PSFE supporting data and analysis document. This was confirmed with FloridaCommerce prior to this transmittal. Therefore, this transmittal includes the comprehensive plan PSFE text amendments to the goals, objectives, and policies that are being adopted by the City of Lauderdale Lakes but does not include the supporting documentation (DIA), as the City is relying on the PSFE Support Document submitted by Broward County to FloridaCommerce to support the City’s PSFE text amendments.

To comply with state-mandated school concurrency requirements, the Broward County Board of County Commissioners (BOCC) adopted its original PSFE into the Broward County Comprehensive Plan on January 15, 2008. Subsequently, on November 2, 2020, the County sent a subsequent update to the State of Florida. Consequently, the County BOCC approved Resolution 2020-1768, authorizing the annual updates to the PSFE to the Florida Department of Commerce and required review agencies. The County anticipates adopting the proposed PSFE amendments in a timely

manner to keep the information current. This annual update includes revisions to the GOPs and the DIA to provide the best available data. Specifically, the City of Lauderdale Lakes is relying on the DIA transmitted by Broward County, titled “Public School Facilities Element Support Document”. FloridaCommerce is presently reviewing these text amendments for compliance and is anticipated to provide a response to the County in due course.

Economic Development Element

INTRODUCTION

The Economic Element is an optional element that is not required by Chapter 163, F.S. Although optional, it is an integral part of the Comprehensive Plan because it provides the framework for analyzing and planning for the economic growth and revitalization of the City, including the well-being and quality of life for the City's residents.

Key Principles to Economic Development Prosperity
■ **Knowing the economic function of your city in the regional economy, and what role your city can play within the region.** ■ **Creating a skilled and educated workforce.** ■ **Investing in infrastructure for innovation.** ■ **Creating a great quality of life.** ■ **Fostering an innovative business climate.** ■ **Reinventing and digitizing government.** ■ **Taking regional government and collaboration seriously.**
Source: *A Guide to Preparing the Economic Development Plan of the Comprehensive Plan. Wisconsin Development Institute.*

Communities actively participate in economic development planning for several reasons, including to increase and diversify the tax base, especially through attracting commercial and industrial properties that will pay more in taxes, contributing to the overall economy. Economic development planning is also geared towards linking the vitality of a city with the quality of life for its residents, making the community a place where residents can both live and work, reducing commuting time, energy usage, air pollution, and by providing jobs for residents that will increase overall household income.

This document outlines the existing conditions within the community and includes economic forecast conditions for the City and Broward County. The element incorporates the Economic Positioning Strategy of the Redevelopment Plan, the State Road (SR) 7/US 441 Citizens Master Plan, and portions of the City's marketing analysis completed by Pitney Bowes MapInfo and PMG Associates, Inc. Currently, economic development initiatives in Lauderdale Lakes are largely based on business retention and attraction programs, as well as workforce development training.

DEMOGRAPHICS

Detailed demographic data is not available for the City after the 2020 Census, as the City is neither large enough to have had additional assessments conducted through the American Community Survey (ACS) yearly updates, nor has the City contracted for such assessments to be undertaken. As a result, this element utilizes the best and most updated information available, which when varied, has been noted.

Similar to many Broward County communities, Lauderdale Lakes is a culturally diverse community. Once a retiree community, the demographics of the City have shifted since the 1980s and 1990s from an older predominantly white population to a younger, and more racially and ethnically diverse population.

TABLE 10.1 - POPULATION BY RACE: CITY OF LAUDERDALE LAKES AND BROWARD COUNTY 2010 - 2020

	2010 Census		2020 Census		2010 – 2020 Change	
	Lauderdale Lakes	Broward County	Lauderdale Lakes	Broward County	Lauderdale Lakes	Broward County
Total Population	32,593 (100%)	1,748,066 (100%)	35,954 (100%)	1,944,375 (100%)	+3,361 (10.31%)	+196,309 (+11.23%)
White alone	4,623 (14.18%)	1,102,231 (63.05%)	2,495 (6.94%)	776,174 (39.92%)	-2,128 (-46.03%)	-326,057 (-29.58%)
Black or African American alone	26,278 (80.62%)	467,519 (26.74%)	30,266 (84.18%)	531,910 (27.36%)	+3,988 (+15.18%)	+64,391 (+13.77%)
American Indian/Alaska native alone	75 (0.23%)	5,065 (0.29%)	73 (0.20%)	7,442 (0.39%)	-2 (-2.67%)	2,377 (+46.93)
Asian alone	399 (1.22%)	56,795 (3.2%)	419 (1.17%)	75,922 (3.90%)	+20 (+5.01%)	19,127 (33.68%)
Native Hawaiian and Other Pacific Islander alone	7 (0.00%)	911 (0.00%)	6 (0.00%)	901 (0.00%)	-1 (-14.29%)	-10 (1.10%)
Some Other Race alone*	396 (1.21%)	64,694 (3.70%)	894 (2.49%)	167,236 (8.60)	+498 (+125.76%)	+102,542 (158.50%)
Two or more Races*	815 (2.50%)	50,851 (2.9%)	1,801 (5.01%)	384,790 (19.79%)	+986 (+120.98%)	+333,939 (+656.70%)

Source: *U.S. Census Bureau, 2010 and 2020 Population Census Data and American Community Survey (ACS) DEC Redistricting Data*

**Note: A large boom in the "Some Other Race alone" and "Two or more Races" categories of the 2020 U.S. census is a recognized phenomenon largely caused by changes in reporting and classification methods.*

The ethnic composition of the community provides an opportunity to create an environment that is conducive to the clustering of culturally oriented businesses. The City already has a wealth of such businesses, which attract consumers to the area to purchase culturally specialized goods and services. The City is unique in being able to provide restaurants and services that would be of great benefit to this sector of the population. The table below illustrates the diversity of foreign-born persons in the City and Broward County:

TABLE 10.2 – FOREIGN BORN POPULATION, 2023 ACS 5-YEAR ESTIMATES				
	Lauderdale Lakes		Broward County	
Nationality	Number of Persons	Percentage of Est. Foreign Population	Number of Persons	Percentage of Est. Foreign Population
Northern and Western Europe	161	0.98%	17,345	2.34%
Southern and Eastern Europe	94	0.57%	38,573	5.19%
Mexico	0	0.00%	16,055	2.16%
Other Central America	263	1.59%	54,206	7.30%
Caribbean	14,081	85.30%	288,933	38.91%
South America	307	1.86%	239,303	32.22%
Eastern Asia	(unmeasured)	-	11,490	1.55%
South Central Asia	(unmeasured)	-	21,305	2.87%
South Eastern Asia	(unmeasured)	-	14,327	1.93%
Western Asia	(unmeasured)	-	9,528	1.28%
Total Est. Foreign Population	16,508	100%	742,629	100%
Source: U.S. Census Bureau, 2023 Population American Community Survey (ACS) Estimates.				

AGE

According to the 2023 ACS, the median age in Lauderdale Lakes is 36.6 years (35.6 years for males, 39.4 years for females). The City has a ratio of reported females to reported males of 1.04. The City's reported senior population (65 years and over) has decreased by 3.03 percent since the 2010 estimate. The number of preschoolers has experienced a strong estimated growth of 31.44 percent. Disproportionately to the County as a whole, the City has experienced the most significant growth in the very old and very young. Additionally, the City has experienced an approximate 3.03 percent reduction in the population of working age persons, while the County has experienced a strong growth of 8.24 percent in this category.

TABLE 10.3 - POPULATION BY AGE GROUP: CITY OF LAUDERDALE LAKES AND BROWARD COUNTY 2010 – 2023						
	2010 ACS 5-Year Estimate		2023 ACS 5-Year Estimate		2010 – 2023 Change	
	Lauderdale Lakes	Broward County	Lauderdale Lakes	Broward County	Lauderdale Lakes	Broward County
Total Population	32,593 (100%)	1,748,065 (100%)	35,952 (100%)	1,963,531 (100%)	3,359 (100%)	215,466 (100%)
Under 5 years	2,249 (6.9%)	103,136 (5.9%)	2,956 (8.2%)	106,031 (5.4%)	+707 (+31.44%)	+2,895 (+2.81%)
5 to 14 years	4,400 (13.5%)	216,760 (12.4%)	4,739 (13.2%)	223,843 (11.4%)	+339 (+7.70%)	7,082 (+3.27%)
15 to 17 years	1,369 (4.2%)	71,671 (4.1%)	1,422 (4.00%)	72,651 (3.7%)	+53 (+3.88%)	+980 (+1.37%)
18 to 64 years	20,240 (62.1%)	1,106,525 (63.3%)	19,626 (54.6%)	1,197,754 (61.0%)	-614 (-3.03%)	+91,229 (+8.24%)
65 years and over	4,335 (13.3%)	249,973 (14.3%)	7,181 (20.0%)	363,253 (18.5%)	+2,846 (+65.66)	+113,280 (+45.32%)

Source: *U.S. Census Bureau, 2010 and 2023 Population Census Data and American Community Survey (ACS).*

EDUCATIONAL ATTAINMENT

The majority of residents in the City are high school graduates or have earned some form of high school equivalent education. Approximately 16 percent of all residents have had some form of college training and 8.1 percent of residents hold a Bachelor's degree.

The Florida Career College, which offers specialized career training, job placement, and various preparation courses, is located within the City boundaries. As of February 2008, approximately 565 students were enrolled at the Lauderdale Lakes campus. Florida Memorial University (FMU) is based in Miami-Dade County with several satellite campuses, one of which is located in Lauderdale Lakes. FMU has numerous departments offering a variety of educational opportunities, including business administration, aviation, computer sciences, social sciences, and performing arts.

The City is also proximate to neighboring community colleges, such as Broward Community College and the Davie Education Center. Additionally, the City is proximate to two major four-year universities: Florida Atlantic University and Nova Southeastern University.

The City is also served by the Broward County School District (BCSD), providing public elementary, middle, and high school facilities. The BCSD offers traditional public education facilities, as well as charter and Montessori schools. For each school type the BCSD provides a variety of magnet programs. The BCSD also provides educational opportunities at three technical education centers, all of which are located near the City.

TABLE 10.4 – EDUCATIONAL ATTAINMENT (POPULATION 25 YEARS AND OLDER)

Education Level	Population	Percentage of Total
Less than 9th grade	1855	3.97%
9th to 12th grade, no diploma	2964	6.34%
High school graduate (includes equivalency)	8386	17.95%
Some college, no degree	4470	9.57%
Associate's degree	2681	5.74%
Bachelor's degree	2419	5.18%
Graduate or professional degree	1192	2.55%
High school graduate or higher	19148	40.98%
Bachelor's degree or higher	3611	7.73%
TOTAL	**46,724**	**100%**

Source: U.S. Census Bureau, 2023 Population American Community Survey (ACS) Estimates, S1501.

ECONOMIC STATISTICS

Economic statistics and housing characteristics have been previously discussed in the Housing Element of this Data and Analysis document. They are reiterated here for the redundancy and due to the relevance of the household characteristics.

INCOME

According to ACS estimates, the median or average household income (AHI) in Lauderdale Lakes is $44,333 with a poverty rate of 23.02 percent. While the 2015-2019 American Community Survey 5-Year Estimates exhibits an estimated City AHI of $35,532 and an estimated poverty rate of 22.5 percent. By comparison, the poverty level in Broward County in 2020 is approximately 14 percent. The poverty level in Lauderdale Lakes increased from 19.25 percent in 2010 to 21.60 percent in 2020.

Countywide, the AHI shows $59,367. It should be noted that the City's median household income is approximately 75 percent of the County's AHI, to which the City contributes.

Household income includes all income earned by a household, for all wage earners older than 15 years. A household is the person or group of people who occupy a housing unit. Median income provides the basis for several benchmarks and assumptions.

TABLE 10.5 - CITY OF LAUDERDALE LAKES MEDIAN HOUSEHOLD INCOME

Income Range	Households	Margin of Error (+/-)
Less than $10,000	9.6%	2.1%
10,000 to $14,999	10.1%	3.7%
$15,000 to $24,999	11.2%	2.5%
$25,000 to $34,999	9.5%	2.6%
$35,000 to $49,999	15.0%	2.8%
$50,000 to $74,999	15.7%	3.2%
$75,000 to $99,999	11.6%	3.2%
$100,000 to $149,999	11.9%	2.6%
$150,000 to $199,999	3.0%	1.2%
$200,000 or more	2.3%	1.2%
TOTAL	**13,032**	**808**
Median income	$44,333	$5290
Mean income	$59,367	$5159

Source: *U.S. Census Bureau, S1901 Income in the Past 12 Months (in 2023 Inflation-Adjusted Dollars)*

HOUSING COST

According to data in the table below, approximately 55 percent of all households between zero and 80 percent of the Area Median Income (AMI) and experience housing cost burdening of greater than 30 percent. Cost burdened households which attribute greater than thirty percent of their household income to housing cost are more unlikely to be able to afford repairs and remodeling to their homes. This includes necessary repair and option renovations which may increase the equity and/or efficiency and resiliency of a structure. The proportion of cost burdened renters is significantly greater than homeowners, as depicted in the tables below:

TABLE 10.6 - ALL HOUSEHOLDS, COST BURDEN BY INCOME, 2023 ESTIMATE (SUMMARY)

Household Income/Housing Cost Burden	30% or less	30.1-50%	More than 50%	TOTAL
30% AMI or less	260	540	2769	3,569
30.01-50% AMI	397	767	999	2,163
50.01-80% AMI	1583	1326	465	3,374

TABLE 10.6 - ALL HOUSEHOLDS, COST BURDEN BY INCOME, 2023 ESTIMATE (SUMMARY)				
80.01-100% AMI	1163	416	-	1,579
Greater than 100% AMI	2548	38	-	2,586
TOTAL	**5951**	**3087**	**4233**	**13,271**
Source: *Shimberg Center for Housing Studies: Florida Housing Data Clearinghouse*				

TABLE 10.7 - Renter Households, Cost Burden by Income, 2023 Estimate (Summary)				
Household Income/Housing Cost Burden	**30% or less**	**30.1-50%**	**More than 50%**	**TOTAL**
30% AMI or less	76	199	1940	2,215
30.01-50% AMI	40	653	669	1,362
50.01-80% AMI	771	730	189	1,690
80.01-100% AMI	546	194	-	740
Greater than 100% AMI	669		-	669
TOTAL	**2102**	**1776**	**2798**	**6,676**
Source: *Shimberg Center for Housing Studies: Florida Housing Data Clearinghouse*				

When comparing the cost of owning and renting in the City, approximately 69 percent of renters experience a cost of renting greater than 30 percent of their household income, while approximately 43 percent of homeowners experience a cost of owning greater than 30 percent of their household income. This shows a wealth disparity between renters and owners in Lauderdale Lakes, as well as a correlation between high rent/owner costs and the age of a residential structure.

TABLE 10.8 - GROSS RENT AS A PERCENTAGE OF HOUSEHOLD INCOME, 2018-2022 5-YEAR ESTIMATES	
Rent as Percentage of Household Income	**Estimate**
Less than 30%	2010
30-49.9%	1613
50% or More	2936
TOTAL	**6559**
Source: *Shimberg Center for Housing Studies: Florida Housing Data Clearinghouse*	

TABLE 10.9 - OWNER COSTS AS A PERCENTAGE OF HOUSEHOLD INCOME, 2018-2022 5-YEAR ESTIMATES	
Cost as Percentage of Household Income	**Estimate**
With Mortgage, Less than 30%	1479

TABLE 10.9 - OWNER COSTS AS A PERCENTAGE OF HOUSEHOLD INCOME, 2018-2022 5-YEAR ESTIMATES	
With Mortgage, More than 30%	1914
Without Mortgage, Less than 30%	1814
Without Mortgage, More than 30%	589
TOTAL	**5796**
Source: *Shimberg Center for Housing Studies: Florida Housing Data Clearinghouse*	

EMPLOYMENT

According to ACS estimates, the City observes a 7.72 percent unemployment rate and a 63.81 percent labor force participation rate. This is compared to a 2.8 percent unemployment rate and a 66.60 percent labor force participation rate in the County. The City is not home to any major County employment centers, and thus, it can be inferenced that most employed persons in the City commute outside the City to major employment centers in the region.

TABLE 10.10 – CITY EMPLOYMENT STATUS, 2023 ACS ESTIMATES	
Employment Status	**Population**
Population 16 years and over	27752
In labor force	17708
Civilian labor force	17708
Employed	16341
Unemployed	1367
Armed Forces	0
Not in labor force	10044
Source: U.S. Census Bureau, 2023 Population American Community Survey (ACS) Estimates, DP03.	

TABLE 10.11 – CITY EMPLOYMENT STATUS BY INDUSTRY, 2023 ACS ESTIMATES	
Industry	**Population**
Civilian employed population 16 years and over	16341
Management, business, science, and arts occupations	3212
Service occupations	4771
Sales and office occupations	3750
Natural resources, construction, and maintenance occupations	1345
Production, transportation, and material moving occupations	3263
Source: U.S. Census Bureau, 2023 Population American Community Survey (ACS) Estimates, DP03.	

TABLE 10.12 – BROWARD COUNTY MAJOR EMPLOYERS		
Company	**Sector**	**South Florida Employment**
Broward County Public Schools	Public schools and adult education	34,218
Broward County Government	County government	12,787
Memorial Healthcare System	Hospital district	11,200
Broward Health	Hospital district	8,270
Nova Southeastern University	University–bachelor, master, and doctoral degrees	6,234
First Service Residential	Residential property management firm	5,400
HEICO	Jet engines and parts	4,532
Spirit Airlines	Air carrier	3,790
American Express	Commercial and consumer financial services, traveling consulting	3,500
AutoNation	Automotive retailer–corporate HQ	3,000
City of Fort Lauderdale	City government	2,847
Mednax	Provider of neonatal, maternal-fetal, pediatric subspecialty and anesthesia physician services.	2,636
UKG, f.k.a, Ultimate Software	Tech company specializing in HR software solutions	1,800
The Castle Group	Real Estate	1,790
JM Family Enterprises, Inc.	Diversified automotive provider	1,719
Citrix	Leading software developer of interactive platforms	1,700
City Furniture	Home furniture retailer	1,629
Broward College	State College	1,468
DHL Express	Air courier services	1,400
National Beverage Corp.	Non-alcoholic beverages	1,300
Kaplan	Online educational provider	1,291
City of Hollywood	City government	1,205
City of Miramar	City government	1,118
City of Pembroke Pines	City government	1,023

TABLE 10.12 – BROWARD COUNTY MAJOR EMPLOYERS		
Rick Case Automotive Group	Automotive sales and services	905
Sun Sentinel Co.	Publishes/prints daily/weekly newspapers, niche publications, commercial printing	897
SDI International	Management service company	800
Zimmerman	Advertising agency	650
Trividia Health	Provides diabetes management solutions	550
Weatherby Healthcare	Staffing and recruiting	457
Source: *Greater Fort Lauderdale Alliance, Largest Public Sector Employers – Government & Tax Assisted (2020) & Largest Private employers (2020).* ***Note:*** *Full-time employees only*		

COMMUNITY REDEVELOPMENT AGENCY

The following section is sourced from the City of Lauderdale Lakes Community Redevelopment Agency (CRA) Master Plan, as drafted for update in September 2024. The CRA Master Plan serves as the central guiding document for the City's CRA, and as a best source of data and analysis for the economic development of the City.

The Lauderdale Lakes CRA was established in 2000 and has been pivotal in the City's growth. The CRA has been instrumental in generating employment, enhancing the tax base, elevating property values, and supporting businesses. It has also attracted new enterprises, revitalized commercial areas, modernized infrastructure, preserved parks, and improved the aesthetic appeal of residential neighborhoods.

Over two decades later, as the CRA approaches its 30-year sunset date, the 2024 Community Redevelopment Plan Update aims to refine and update redevelopment strategies to meet the community's changing needs. This revision is informed by an updated analysis of demographic, economic, and real estate market trends. The Plan Update's strategic initiatives are designed to ensure the area's long-term prosperity by focusing on sustainable development, economic vitality, and community engagement.

At the heart of the community's concerns is the need for enhancements to the Town Center, incorporating diverse housing options, a broad mix of uses, and improvements to the public spaces. Key priorities include the integration of human-scale elements like shade trees, street furniture, public art, lighting, and signage. There was also a clear preference for mixed-use developments that include cultural and recreational facilities. Amenities such as museums, restaurants, and an indoor recreation complex were specifically mentioned to increase entertainment options and enhance the City's attractiveness.

The Lauderdale Lakes Town Center aims to be a dynamic core of Broward County, transforming the area into a lively hub for civic, business, and entertainment activities. The goal is to revitalize the

Town Center, creating an engaging and economically thriving space. Further strategies involve improving connectivity, promoting mixed-use development to enhance functionality, ensuring architectural excellence to define the Town Center's identity, and integrating plazas and greens for public enjoyment. These efforts are designed to activate the Town Center and enhance public areas, fostering a sense of community and growth.

EXISTING CONDITIONS

Utilities within the CRA include potable water, reclaimed water, and two types of sanitary sewer infrastructure (gravity and pressurized). Gravity sanitary sewers are more conventional, while pressurized sanitary sewers break down large solids in the pumping station prior to being transported to the collection system. These utilities are provided and maintained by Broward County.

At present, reclaimed water is more limited within the CRA and generally follows US 441, connecting to the Broward County water treatment plant at NW 36th Street. This likely assists in the irrigation of parks, landscaping, and single-family residence landscaping. The sanitary sewer infrastructure follows major roads within the CRA (US 441, NW 41st St, NW 36th St, NW 34th St, and portions of Oakland Park Boulevard), and also connects to the County water treatment plant.

The comprehensive examination of existing conditions and key components of the City of Lauderdale Lakes, including demographics, zoning regulations, tax base, property ownership, vacant parcels, transportation network, and infrastructure, offers valuable insights into both current realities and future needs. This thorough analysis is crucial for informed decision-making and will serve as a foundational guide for effective urban development and strategic policy planning, ensuring that the City's growth is well-managed and responsive to the needs of its community.

Stormwater management is a critical component of maintaining the CRA's infrastructure and environmental health. The existing stormwater infrastructure includes efficient collection, routing, and pumping systems designed to protect against flooding and enhance the aesthetic appeal of the City's waterways by keeping them clear of debris and aquatic vegetation.

For future sustainable and resilient growth, it is necessary to continue upgrading the stormwater infrastructure to handle increased runoff due to urbanization and climate change. This includes the installation of advanced drainage pipes and structures, exfiltration trenches, water quality structures, and check valves to fortify neighborhoods against flooding. Additionally, integrating green infrastructure, such as permeable pavements and rain gardens, can enhance the system's sustainability and resilience.

STRENGTHS, WEAKNESSES, OPPORTUNITIES, AND THREATS

As a well-developed community, many of the opportunities and challenges within Lauderdale Lakes are centered around its commercial corridors and large shopping centers. The following, sourced from the City CRA Master Plan, identifies the most apparent strengths, weaknesses, opportunities and threats (SWOT), followed by a summary of potential market demand to support private redevelopment.

- **Strengths**
  - Established businesses along Oakland Park Boulevard and SR 7 that cater to the local population
  - Central location within Broward County and ability to attract residents from adjacent communities and pass-by traffic
  - Well-developed sidewalk network within the residential neighborhoods and connectivity to primary roadways
  - Development of the St. Croix Apartments, a mixed-use redevelopment project on NW 34th St and SR 7
  - Reinvestment in the building facades at Lakes Mall
  - Large commercial property owners with interest in reinvestment
- **Weaknesses**
  - Aging commercial shopping centers with underutilized parking lots
  - Limited pedestrian features beyond sidewalks (shade trees, lighting, furnishings, etc.)
  - Traditional thoroughfare design prioritizes the automobile and fragments land uses and connectivity
  - Oakland Park Boulevard and SR 7 are deterrents for safe pedestrian and bicycle use
  - Limited amount of public realm investment in features such as landscape, furnishings, public art, signage, and wayfinding
  - Lack of traffic calming features
- **Opportunities**
  - Infill redevelopment of aging commercial shopping centers and underutilized parking areas can create greater commercial activity, integrate a range of housing affordability and types, and elevate property values
  - The large Caribbean population presents local development and entrepreneurship opportunities for restaurants and retail that better reflect the character and culture of the City's residents and attract others to it
  - Reinvestment in the Vincent Torres Memorial Park, integration of public and recreational space in redevelopment projects, and creation of a more vibrant public realm can help generate more activity and spending within the area
  - Current right-of-way width, anticipated investment by the City and CRA, and potential redevelopment of large commercial parcel provides an opportunity for improved pedestrian and bicycle use, including improved crosswalks, lighting, shade, furnishings, and other features
- **Threats**
  - Continued aging of commercial shopping centers without reinvestment can lead to higher vacancy rates and lower foot traffic, consumer spending, and property values
  - Potential future widening Oakland Park Boulevard or SR 7
  - Continued increase in housing costs
  - Redevelopment activities in adjacent communities that may draw investment potential

REDEVELOPMENT APPROACH

The Vision for the Lauderdale Lakes CRA is to become a cultural hub that is a lively downtown destination for visitors and residents of all ages; that celebrates its identity and geographic center of Broward County; that grows local businesses to provide job opportunities for residents; and that encourages quality infill residential and non-residential development.

The CRA Master Plan establishes three goals central to the redevelopment approach:

- GOAL 1: Activate the Town Center and Enhance Public Areas (Town center/Public Areas)
- GOAL 2: Improve Connectivity and Mico-Mobility (Connectivity/Micro-Mobility)
- GOAL 3: Increase Housing Availability (Housing)

CRA OPERATIONS

The Lauderdale Lakes CRA is committed to maintaining cost-effective operations in alignment with the Florida Statutes (F.S.). The primary goal is to effectively utilize tax increment financing (TIF) revenues and other sources to fund capital improvements and activities as outlined in the updated CRA Redevelopment Plan. This financial strategy ensures the operational longevity of the CRA.

The CRA will continue to use TIF revenue generated within the district as a primary funding source for both administrative costs and the execution of capital projects and redevelopment programs. This approach not only supports the agency's initiatives but also fosters sustainable urban development.

Coordination is crucial for developing cost-effective annual budgets and work programs. These collaborative efforts are designed to provide the necessary administrative and operational support for the CRA's activities, ensuring that all undertakings are both fiscally responsible and aligned with the community's redevelopment objectives.

The administration of the CRA is tasked with the diligent oversight and coordination of the CRA Redevelopment Plan's implementation. This involves a hands-on approach to managing the various projects and programs under the CRA's purview, ensuring they adhere to the established guidelines and achieve the intended outcomes.

Regular updates on projects and programming within the CRA are provided to the CRA Board during scheduled meetings. This ensures transparency and allows for the board's informed decision-making regarding the direction and progress of redevelopment efforts.

In adherence to Special District requirements as mandated by F.S., the CRA will maintain an up-to-date digital map of the CRA, made accessible to the public via the CRA's webpage.

The CRA's operations undergo an annual review through the Annual Report and Audit, a process that ensures accountability and provides insights into the CRA's performance and financial health. The Annual Budget and Report are also published on the CRA website, offering stakeholders and community members a transparent view of the Agency's fiscal planning and achievements.

Information regarding the CRA Board and the Agency's meeting schedule is readily available on the webpage. This promotes community engagement and allows residents to stay informed about the redevelopment activities and opportunities for participation.

The publication of the Annual Report and Budget is a key action strategy, providing a comprehensive overview of the Agency's financial status and strategic direction. This document serves as a testament to the Agency's commitment to fiscal responsibility and strategic planning.

The CRA's proactive approach to communication ensures that all pertinent information about its operations, including ongoing and upcoming projects, is readily available to the public. This level of transparency is essential for building trust and fostering a collaborative relationship with the community.

The Lauderdale Lakes CRA's operations are structured around a framework of strategic goals, policies, and action strategies that prioritize cost-effectiveness, transparency, and community engagement. Through diligent planning, coordination, and execution, the CRA strives to enhance the quality of life and economic vitality of the Lauderdale Lakes community.

REDEVELOPMENT PROGRAMS

Commercial Façade Improvement Program

The Lauderdale Lakes Commercial Façade Improvement Program aims to enhance commercial properties within the designated CRA target area. Applicants are required to demonstrate how their proposed improvements align with the objectives set forth in the Redevelopment Plan and comply with the City of Lauderdale Lakes' Land Development Regulations. These enhancements are expected to play a crucial role in revitalizing the CRA district by fostering investment, boosting occupancy rates, and positively influencing property values. Eligible improvements include enhancements to the exterior/façade visible from the public right-of-way, painting, windows, doors, awnings, lighting, landscape improvements and irrigation, parking lot, and signage.

Development Assistance Program

The Lauderdale Lakes Development Assistance Program is tailored to incentivize new development within the CRA area. This program targets eligible residential, commercial, or mixed-use projects primarily along the Oakland Park Boulevard and SR 7 corridor. Applicants are required to demonstrate how their proposed development aligns with the objectives outlined in the CRA Redevelopment Plan, City of Lauderdale Lakes Comprehensive Plan, and City of Lauderdale Lakes Land Development Regulations. These initiatives aim to catalyze urban renewal efforts by addressing blight, enhancing the tax base, and revitalizing the CRA. Eligible improvements include construction of a residential development, commercial development or combination thereof and must be visible from the public right-of-way, as well as infrastructure (underground improvements) associated with a pre-approved construction project on a case-by-case basis.

Residential Preservation and Enhancement Program

The Residential Preservation and Enhancement Program is an innovative initiative aimed at rejuvenating the CRA district, with particular emphasis on residential units within the proposed NW 31st Avenue Overlay District. To promote redevelopment, the Lauderdale Lakes CRA will allocate funds specifically concentrated on enhancing facades and related exterior features throughout residential areas within the CRA. Eligible improvements include painting, roof replacement, driveway, windows, doors, lighting, and exterior improvements (at the discretion of the CRA Board).

Homebuyer Purchase Assistance Program

The Lauderdale Lakes CRA has initiated the Homebuyer Purchase Assistance Program, aimed at fostering attainable housing by providing eligible first-time homebuyers with a deferred mortgage. This interest-free loan does not require repayment if the recipient adheres to the program's terms. The funds can be applied to down payments, closing costs, or mortgage rate buy-downs and may bridge the gap between the approved loan amount and the property's sale price. The program is restricted to the CRA District, and recipients must use the property as their primary residence for a set period.

Innovative Community Policing

The Lauderdale Lakes CRA has implemented innovative community policing strategies, funded by the CRA to enhance traditional methods in accordance with F.S. Section 163, Part III. This approach, defined by the U.S. Department of Justice, involves partnerships and problem-solving techniques to proactively tackle public safety concerns. Community policing initiatives improve police visibility, strengthen community law enforcement relationships, and boost community engagement. Collaboration among the community, law enforcement, and the City is vital for reducing crime. The CRA further supports the "CRA District Directed Security Patrol Project," which aims to provide security and reduce crime through targeted patrols, benefiting local vendors, shoppers, and visitors within the CRA area.

Appendix A:
City of Lauderdale Lakes 5-Year Schedule of Capital Improvements

PROPOSED CAPITAL IMPROVEMENT PLAN BY DEPARTMENT

PUBLIC WORKS

PROJECT NAME	FUNDING SOURCE	CURRENT YEAR BUDGET FY2023/24	PROJECTED ESTIMATED COSTS FY2023/24	FY 2024/25 PROPOSED BUDGET	YEAR 2 FY2025/26	YEAR 3 FY2026/27	YEAR 4 FY2027/28	YEAR 5 FY2028/29	5 YEAR PROJECT COST
Neighborhood Entryway Signs Upgrade	Appropriated Fund Balance - General Fund	$ 250,000	$ -	$ 250,000	$ -	$ -	$ -	$ -	**$ 250,000**
Citywide Irrigation System Upgrade	Appropriated Fund Balance - General Fund	$ 75,000	$ 40,000	$ 200,000	$ -	$ -	$ -	$ -	**$ 240,000**
Major Facilities Upgrade	Appropriated Fund Balance - General Fund	$ 900,000	$ 900,000	$ 980,500	$ 580,000	$ 980,000	$ 980,000	$ -	**$ 4,420,500**
Right of way ADA & Sidewalk Assessment	Appropriated Fund Balance - General Fund	$ 50,000	$ 50,000	$ 100,000	$ -	$ -	$ -	$ -	**$ 150,000**
Annual Camera Security System Upgrade	Appropriated Fund Balance - General Fund	$ 50,000	$ 5,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ -	**$ 205,000**
Citywide HVAC Replacement	Appropriated Fund Balance - General Fund	$ 74,000	$ 35,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ -	**$ 235,000**
Facilities Hardening (Impact doors and windows installation)	Appropriated Fund Balance - General Fund	$ 114,000	$ 10,000	$ -	$ -	$ -	$ -	$ -	**$ 10,000**
City Hall Flooring Replacement	Appropriated Fund Balance - General Fund	$ 182,000	$ 15,000	$ -	$ -	$ -	$ -	$ -	**$ 15,000**
Elevator Upgrade City Hall and Multipurpose Bldgs.	Appropriated Fund Balance - General Fund	$ 300,000	$ -	$ 300,000	$ -	$ -	$ -	$ -	**$ 300,000**
Oakland Estates Fountain Upgrades	Appropriated Fund Balance - General Fund	$ 50,000	$ 50,000	$ -	$ -	$ -	$ -	$ -	**$ 50,000**
City Hall Complex Buildings Enhancements	Appropriated Fund Balance - General Fund	$ 400,000	$ -	$ 400,000	$ -	$ -	$ -	$ -	**$ 400,000**
Major Roadway Landscape Improvement Project	Appropriated Fund Balance - General Fund	$ -	$ -	$ 75,000	$ 1,000,000	$ -	$ -	$ -	**$ 1,075,000**
Fuel Bay Upgrade	Appropriated Fund Balance - General Fund	$ -	$ -	$ 330,000	$ -	$ -	$ -	$ -	**$ 330,000**
Lightning Detector Upgrade	Appropriated Fund Balance - General Fund	$ -	$ -	$ 120,000	$ -	$ -	$ -	$ -	**$ 120,000**
	Sub-Total	**$ 2,445,000**	**$ 1,105,000**	**$ 2,855,500**	**$ 1,680,000**	**$ 1,080,000**	**$ 1,080,000**	**$ -**	**$ 7,800,500**
Fire Station 37 Replacement Project	City Debt - $3M	$ 1,000,000	$ -	$ 1,500,000	$ 1,500,000	$ -	$ -	$ -	**$ 3,000,000**
	Resilient FL Grant - $3M	$ 3,000,000	$ -	$ 1,500,000	$ 1,500,000	$ -	$ -	$ -	**$ 3,000,000**
	Sub-Total	**$ 4,000,000**	**$ -**	**$ 3,000,000**		**$ -**	**$ -**	**$ -**	**$ 6,000,000**

PUBLIC WORKS

PROJECT NAME	FUNDING SOURCE	CURRENT YEAR BUDGET FY2023/24	PROJECTED ESTIMATED COSTS FY2023/24	FY 2024/25 PROPOSED BUDGET	YEAR 2 FY2025/26	YEAR 3 FY2026/27	YEAR 4 FY2027/28	YEAR 5 FY2028/29	5 YEAR PROJECT COST
Comprehensive Traffic Calming Program	FDOT LAP Grant	$ 437,143	$ -	$ 437,143	$ 1,300,000	$ -	$ -	$ -	**$ 1,737,143**
Boat Ramp Installation	Appropriation - Stormwater	$ 30,000	$ -	$ 700,000	$ 700,000	$ 700,000	$ -	$ -	**$ 2,100,000**
Citywide Bridgefront Repair	Appropriation - Stormwater	$ -	$ -	$ 450,000	$ 450,000	$ 450,000	$ 450,000	$ -	**$ 1,800,000**
Drain Pipe Lining and Repair Project	Appropriation - Stormwater	$ -	$ -	$ 200,000	$ 200,000	$ -	$ -	$ -	**$ 400,000**
Canal Water Quality Improvement Project (Aerators & Agitators)	Appropriation - Stormwater	$ -	$ -	$ 150,000	$ 75,000	$ -	$ -	$ -	**$ 225,000**
	Sub-Total	**$ 30,000**	**$ -**	**$ 1,500,000**	**$ 1,425,000**	**$ 1,150,000**	**$ 450,000**	**$ -**	**$ 4,525,000**
	General Fund	**$ 2,445,000**	**$ 1,105,000**	**$ 2,855,500**	**$ 1,680,000**	**$ 1,080,000**	**$ 1,080,000**	**$ -**	**$ 7,800,500**
	Stormwater	**$ 30,000**	**$ -**	**$ 1,500,000**	**$ 1,425,000**	**$ 1,150,000**	**$ 450,000**	**$ -**	**$ 4,525,000**
	Grants	**$ 3,437,143**	**$ -**	**$ 1,937,143**	**$ 2,800,000**	**$ -**	**$ -**	**$ -**	**$ 4,737,143**
	City Debt	**$ 1,000,000**	**$ -**	**$ 1,500,000**	**$ 1,500,000**	**$ -**	**$ -**	**$ -**	**$ 3,000,000**
	TOTAL PUBLIC WORKS DEPARTMENT	**$ 6,912,143**	**$ 1,105,000**	**$ 7,792,643**	**$ 7,405,000**	**$ 2,230,000**	**$ 1,530,000**	**$ -**	**$ 20,062,643**

PROPOSED CAPITAL IMPROVEMENT PLAN BY DEPARTMENT

SURTAX

PROJECT NAME	FUNDING SOURCE	CURRENT YEAR BUDGET FY2023/24	PROJECTED ESTIMATED COSTS FY2023/24	FY 2024/25 PROPOSED BUDGET	YEAR 2 FY2025/26	YEAR 3 FY2026/27	YEAR 4 FY2027/28	YEAR 5 FY2028/29	5 YEAR PROJECT COST
Sidewalk Repair and Replacement	Surtax	$ 400,000	$ -	$ 400,000	$ -	$ -	$ -	$ -	**$ 400,000**
NW 50th Avenue Improvement Project	Surtax	$ 75,000	$ -	$ 75,000	$ 425,000	$ -	$ -	$ -	**$ 500,000**
NW 36 Street Improvements (Design)	Surtax	$ 120,000	$ -	$ 120,000	$ -	$ 880,000	$ -	$ -	**$ 1,000,000**
NW 36th Terrace Improvement Project	Surtax	$ 863,663	$ -	$ 863,663	$ -	$ -	$ -	$ -	**$ 863,663**
TOTAL SURTAX PROJECTS		**$ 1,458,663**	**$ -**	**$ 1,458,663**	**$ 425,000**	**$ 880,000**	**$ -**	**$ -**	**$ 2,763,663**

PROPOSED CAPITAL IMPROVEMENT PLAN BY DEPARTMENT

PARKS & HUMAN SERVICES

PROJECT NAME	FUNDING SOURCE	CURRENT YEAR BUDGET FY2023/24	PROJECTED ESTIMATED COSTS FY2023/24	FY 2024/25 PROPOSED BUDGET	YEAR 2 FY2025/26	YEAR 3 FY2026/27	YEAR 4 FY2027/28	YEAR 5 FY2028/29	5 YEAR PROJECT COST
Alzheimer's Improvements	Appropriated Fund Balance	$ 85,000	$ -	$ 85,000	$ -	$ -	$ -	$ -	**$ 85,000**
	ARPA - Allowance for Loss Revenue	$ 30,000	$ -	$ 30,000	$ -	$ -	$ -	$ -	**$ 30,000**
	Subtotal	**$ 115,000**	**$ -**	**$ 115,000**	**$ -**	**$ -**	**$ -**	**$ -**	$ 115,000
Resurface Basketball Court - Northgate Park	Appropriated Fund Balance	$ 17,000	$ 13,079	$ -	$ -	$ -	$ -	$ -	**$ 13,079**
Rebuild Outside Basketball Court - VT	Appropriated Fund Balance	$ 32,000	$ 20,305	$ -	$ -	$ -	$ -	$ -	**$ 20,305**
Upgrade Media Equipment Project	Appropriated Fund Balance	$ 75,000	$ 79,883	$ 75,000	$ -	$ -	$ -	$ -	**$ 154,883**
Recreation Bleacher Project	Appropriated Fund Balance	$ 244,000	$ 178,116	$ -	$ -	$ -	$ -	$ -	**$ 178,116**
Geothermal Pool Heater	Appropriated Fund Balance	$ 75,000	$ -	$ 75,000	$ -	$ -	$ -	$ -	**$ 75,000**
Pool Facilities Upgrade	Appropriated Fund Balance	$ 250,000	$ -	$ 250,000	$ -	$ -	$ -	$ -	**$ 250,000**
Facilities Interior Renovation	Appropriated Fund Balance	$ -	$ -	$ 250,000	$ -	$ -	$ -	$ -	**$ 250,000**
Pavilion Replacements	Appropriated Fund Balance	$ -	$ -	$ 150,000	$ 150,000	$ -	$ -	$ -	**$ 300,000**
Playground Replacement @ Otis Gray Park	Appropriated Fund Balance	$ -	$ -	$ 275,000	$ -	$ -	$ -	$ -	**$ 275,000**
Parks Master Plan - Willie Web Park Rehabilitation and Renovation (Outdoor)	Appropriated Fund Balance	$ 550,000	$ -	$ 550,000	$ -	$ -	$ -	$ -	**$ 550,000**
	FRDAP Grant; $112,500	$ 112,500	$ -	$ 112,500	$ -	$ -	$ -	$ -	**$ 112,500**
	Subtotal	**$ 662,500**	**$ -**	**$ 662,500**	**$ -**	**$ -**	**$ -**	**$ -**	$ 662,500
Bathroom Renovation at Northgate, Otis Gray and Cypress Preserve Park	Impact Fee Fund	$ -	$ -	$ 200,000	$ -	$ -	$ -	$ -	**$ 200,000**
Otis Gray Park Improvements	Appropriated Fund Balance	$ 200,000	$ -	$ 200,000	$ -	$ -	$ -	$ -	**$ 200,000**
	RTP Grant - $400,000	$ 400,000	$ -	$ 400,000	$ -	$ -	$ -	$ -	**$ 400,000**

PROPOSED CAPITAL IMPROVEMENT PLAN BY DEPARTMENT

Sub-Total	**$ 600,000**	**$ -**	**$ 600,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 600,000**
Northgate Park	FRDAP Grant; $50,000	$ 50,000	$ -	$ 50,000	$ -	$ -	$ -	$ -	**$ 50,000**
General Fund-Appropriated Fund Balance	**$ 1,528,000**	**$ 291,383**	**$ 1,910,000**	**$ 150,000**	**$ -**	**$ -**	**$ -**	**$ 2,351,383**
IMPACT FEE	**$ -**	**$ -**	**$ 200,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 200,000**
Grants	**$ 562,500**	**$ -**	**$ 562,500**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 562,500**
ARPA - Allowance for Loss Revenue	**$ 30,000**	**$ -**	**$ 30,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 30,000**
TOTAL PARKS & HUMAN SERVICES DEPARTMENT	**$ 2,120,500**	**$ 291,383**	**$ 2,702,500**	**$ 150,000**	**$ -**	**$ -**	**$ -**	**$ 3,143,883**

PROPOSED CAPITAL IMPROVEMENT PLAN BY DEPARTMENT

ENGINEERING

PROJECT NAME	FUNDING SOURCE	CURRENT YEAR BUDGET FY2023/24	PROJECTED ESTIMATED COSTS FY2023/24	FY 2024/25 PROPOSED BUDGET	YEAR 2 FY2025/26	YEAR 3 FY2026/27	YEAR 4 FY2027/28	YEAR 5 FY2028/29	5 YEAR PROJECT COST
C-13 Walkway Trail Extension	CSLIP Cycle 6 (Listed but not awarded yet)	$ -	$ -	$ -	$ -	$ 560,000	$ 1,085,300	$ -	**$ 1,645,300**
Citywide Sidewalk Improvements (New Installation)	CSLIP Cycle 5 (FM# 449716.1)	$ -	$ -	$ -	$ -	$ 805,890	$ 261,524	$ -	**$ 1,067,414**
NW 41 St Multi-Use Path	CSLIP Cycle 7	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,766,592	**$ 1,766,592**
Canal Bank Restoration/ Stabilization Project - Canals 2 & 7	ARPA Funding - $6M	$ 1,805,597	$ 1,670,835	$ -	$ -	$ -	$ -	$ -	**$ 1,670,835**
	FDEP Grant - $799,190	$ 799,390	$ 799,390	$ -	$ -	$ -	$ -	$ -	**$ 799,390**
	Sub-Total	**$ 2,604,987**	**$ 2,470,225**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,470,225**
Canal Bank Restoration/ Stabilization Project - Canal 4 (Award $1,543,983)	FL Resilient Grant (22FRP18) - $1.5M	$ 771,991	$ 360,269	$ 411,722	$ -	$ -	$ -	$ -	**$ 771,991**
	Stormwater Appropriation	$ 771,991	$ 360,269	$ 411,722	$ -	$ -	$ -	$ -	**$ 771,991**
	Sub-Total	**$ 1,543,983**	**$ 720,539**	**$ 823,444**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,543,983**
Canal Bank Restoration/ Stabilization Project - Canals 1, 3, 5, & 8 identified for stabilization.	FL Resilient Grant (22FRP18) - $1.5M	$ 728,009	**$ -**	$ 728,009	$ -	$ -	$ -	$ -	**$ 728,009**
	ARPA Funding - $6M	$ 4,329,165	**$ -**	$ 4,329,165					**$ 4,329,165**
	Stormwater Appropriation	$ 728,009	$ -	$ 728,009	$ -	$ -	$ -	$ -	**$ 728,009**
	Sub-Total	**$ 5,785,183**	**$ -**	**$ 5,785,183**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 5,785,183**
Citywide Drainage Improvements Phase 1 - NW 49th Ave Drainage Phase 2 - NW 39th Street Drainage	FL Resilient Grant (22FRP22) - $3.5M	$ 950,000	$ 500,000	$ 1,000,000	$ 2,000,000	$ -	$ -	$ -	**$ 3,500,000**
	Stormwater Appropriation - $3.5M	$ 950,000	$ 500,000	$ 1,000,000	$ 2,000,000	$ -	$ -	$ -	**$ 3,500,000**
	Sub-Total	**$ 1,900,000**	**$ 1,000,000**	**$ 2,000,000**	**$ 4,000,000**	**$ -**	**$ -**	**$ -**	**$ 7,000,000**
Community Center	ARPA Loss Revenue Allowance - $4M	$ -	$ -	$ 4,000,000	$ -	$ -	$ -	$ -	**$ 4,000,000**
	Apropriated General Fund - $4M	$ -	$ -	$ -	$ 4,000,000	$ -	$ -	$ -	**$ 4,000,000**
	City Debt - $4M	$ 50,000	$ -	$ 100,000	$ 3,900,000	$ -	$ -	$ -	**$ 4,000,000**
	Sub-Total	**$ 50,000**	**$ -**	**$ 4,100,000**	**$ 7,900,000**	**$ -**	**$ -**	**$ -**	**$ 12,000,000**

PROPOSED CAPITAL IMPROVEMENT PLAN BY DEPARTMENT

ENGINEERING

PROJECT NAME	FUNDING SOURCE	CURRENT YEAR BUDGET FY2023/24	PROJECTED ESTIMATED COSTS FY2023/24	FY 2024/25 PROPOSED BUDGET	YEAR 2 FY2025/26	YEAR 3 FY2026/27	YEAR 4 FY2027/28	YEAR 5 FY2028/29	5 YEAR PROJECT COST
	General Fund	$ -	$ -	$ -	$ 4,000,000	$ -	$ -	$ -	$ 4,000,000
	Stormwater	$ 2,450,000	$ 860,269	$ 2,139,731	$ 2,000,000	$ -	$ -	$ -	$ 5,000,000
	Grants	$ 2,521,381	$ 1,659,659	$ 1,411,722	$ 2,000,000	$ -	$ -	$ -	$ 5,071,381
	ARPA - Allowance for Loss Revenue	$ -	$ -	$ 4,000,000	$ -	$ -	$ -	$ -	$ 4,000,000
	ARPA Funding	$ 6,134,762	$ 1,670,835	$ 4,329,165	$ -	$ -	$ -	$ -	$ 6,000,000
	City Debt	$ 50,000	$ -	$ 100,000	$ 3,900,000	$ -	$ -	$ -	$ 4,000,000
	TOTAL ENGINEEERING DEPARTMENT	$ 11,156,144	$ 4,190,763	$ 11,980,618	$ 11,900,000	$ -	$ -	$ -	$ 28,071,381

PROPOSED CAPITAL IMPROVEMENT PLAN BY DEPARTMENT

CRA

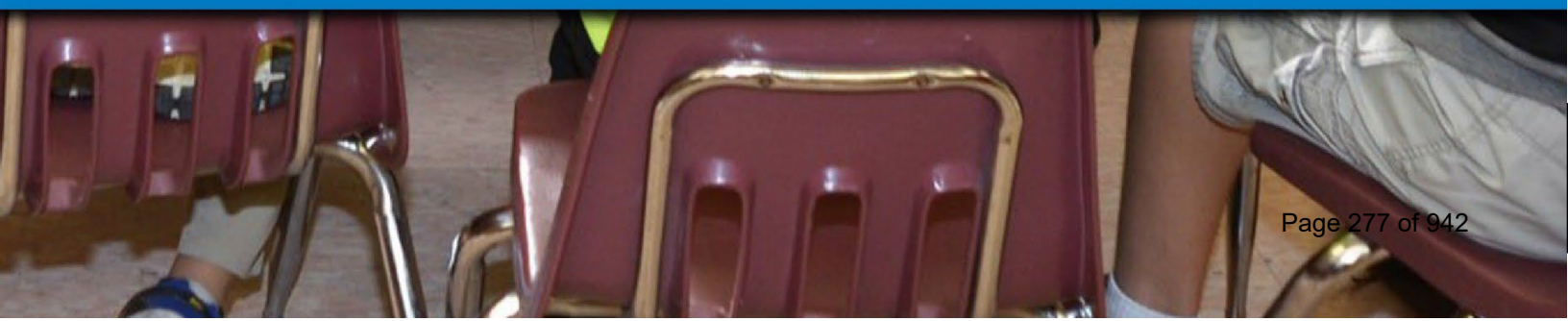
PROJECT NAME	FUNDING SOURCE	PRIOR YEAR(S) EXPENSES	CURRENT YEAR BUDGET FY2023/24	PROJECTED ESTIMATED COSTS FY2023/24	FY 2024/25 PROPOSED BUDGET	YEAR 2 FY2025/26	YEAR 3 FY2026/27	YEAR 4 FY2027/28	YEAR 5 FY2028/29	5 YEAR PROJECT COST
Trailhead Park and Mural	Increment Revenue	$ 109,361	$ 340,000	$ 340,000	$ -	$ -	$ -		$ -	$ 449,361
Somerset Drive Roundabout	Increment Revenue	$ -	$ 1,180,505	$ 1,180,505	$ -	$ -	$ -		$ -	$ 1,180,505
NW 31 Ave Buffer Wall	Increment Revenue	$ -	$ 2,130,000	$ -	$ 2,130,000	$ -	$ -	$ -	$ -	$ 2,130,000
Gateway and Wayfinding Signage Project	Increment Revenue	$ -	$ -	$ -	$ 618,000	$ -	$ -	$ -	$ -	$ 618,000
NW 30th Terrace Roadway Improvement Project	Increment Revenue	$ -	$ -	$ -	$ 1,688,000	$ -	$ -	$ -	$ -	$ 1,688,000
Westgate (South) Streetscape Project	Increment Revenue	$ -	$ -	$ -	$ 1,131,000	$ -	$ -	$ -	$ -	$ 1,131,000
Vincent Torres Park Improvement Project (Ball Field Light Upgrade)	Increment Revenue	$ -	$ -	$ -	$ 350,000	$ -	$ -	$ -	$ -	$ 350,000
	TOTAL CRA	**$ 109,361**	**$ 3,650,505**	**$ 1,520,505**	**$ 5,917,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 7,546,866**

Appendix B:
Broward County Public School Facilities Element Support Document



BROWARD COUNTY FLORIDA

Public School Facilities Element Support Document



The associated BrowardNEXT2.0 Comprehensive Plan was adopted on March 28, 2019 (Ordinance No. 2019-11) by the Board of County Commissioners. The supporting documentation and data related to public school concurrency is updated annually, consistent with Sec. 8.2(c)(3) of the Third Amended and Restated Interlocal Agreement for Public School Facility Planning, Broward County, Florida 2017.

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Support Document

Public School Facilities Element

Introduction

A. General

Public School Facilities Element Requirements

Florida's Community Planning Act does not require public school concurrency. Broward County implements school concurrency under provisions set forth in s. 163.3177(1), 163.31777 and 163.3180(6)(a), Florida Statutes; the Broward County Code of Ordinances, Chapter 5 – Building Regulations and Land Use, Article IX. – Broward County Land Development Code, Section 5-182.9 – Adequacy of school sites and facilities; and the Third Amended and Restated Interlocal Agreement for Public School Facilities Planning (ILA).

The Public School Facilities Element goals, objectives, and policies address the following areas:

1. Five-year District Educational Facilities Work Plan
2. Concurrency Management System,
3. Proportionate Share Mitigation,
4. Collaboration and Coordination, and
5. School Facility Siting, Collocation and Design.

The Public School Facilities Element Support Document addresses:

1. Collaborative planning process and intergovernmental coordination,
2. Concurrency management,
3. Level of service technology,
4. Problems and opportunities for existing and future schools,

5. Population and housing conditions,
6. School Profiles,
7. Projected 5-year school enrollment, capacity level-of-service, and improvements costs,
8. Projected 10-year school enrollment, capacity level-of-service, and improvements costs,
9. Collocation of school facilities,
10. Emergency shelters,
11. Capital improvements funding sources, and
12. Operating costs considerations.

B. Service Area

The planning service area is countywide and includes both charter schools and public schools in all 31 municipalities and the BMSD.

C. Planning Horizon

The planning horizons for the Public School Facilities Element are five years (~~2023-28~~ 2024-29) and ten years (~~2023-2033~~ 2024-2034), in compliance with Chapter 163.3177(5)(a), Florida Statutes.

Data Requirements

A. Collaborative Planning Process and Intergovernmental Coordination

Chapter 163.31777, Florida Statutes requires the county and municipalities located within the geographic area of a school district to enter into an interlocal agreement to coordinate plans and processes. Broward County, the School Board of Broward County, and the municipalities of Broward County adopted a single interlocal agreement in 2017: the Third Amended and Restated Interlocal Agreement (ILA) for Public School Facility Planning. The ILA is intended to address coordinating public school facility planning and local government comprehensive planning and establishes the responsibilities of each party. The ILA addresses various items, such as joint meetings, student enrollment and population projections, coordinating and information sharing, and public school concurrency. The agreement is posted on browardschools.com.

B. Concurrency Management System (CMS)

Chapter 163.3180-Concurrency requires that sanitary sewer, solid waste, drainage and potable water facilities be in place and available concurrent with the impacts of development no later than the issuance of a certificate of occupancy or its functional equivalent. The purpose of concurrency is to

ensure facilities will be provided in order to achieve and maintain the adopted level of service standard. The Statute provides that local governments may apply concurrency to other public facilities, such as public education facilities, if the local government comprehensive plan provides the principles, guidelines, standards, and strategies, including adopted levels of service, to guide its application.

The PSFE Objective PSF2-Concurrency Management System and the Broward County Code of Ordinances, Chapter 5-Building Regulations and Land Use, Article IX.-Broward County Land Development Code provide for public school concurrency. Broward County's public school facility Concurrency Management System operates in accordance with Section 163.31777 and 163.3180, Florida Statutes and the adopted ILA. Pursuant to PSFE Objective PSF2 and the ILA, Broward County, the School Board and non-exempt municipalities ensure that adopted LOS Standards are achieved and maintained for each school type and CSA.

The School Board of Broward County, Florida, by state constitutional mandate, is responsible for operating, controlling, and supervising all free public schools within Broward County.

The Broward County Land Development Code (LDC) provides for the adequacy of school sites and facilities, including public school concurrency. Pursuant to Sec 5-182.9 of the LDC ~~the code~~, Broward County shall not approve an application for a residential plat, replat, plat note amendment, or any unincorporated area site plan (application) that generates one (1) or more students or is not exempt from or vested for purposes of the requirements of public school concurrency, until the school concurrency requirement has been satisfied.

During the application review process, staff determines if the development is exempted or vested for public school concurrency or has been issued a School Capacity Availability Determination Letter (SCAD) by the School Board indicating that adequate school capacity exists.

C. Level of Service Standard Methodology

The level of service is expressed as the percentage (ratio) of student enrollment to the student capacity of the school. The level of service standard is based on the Florida Inventory of School Houses (FISH) capacity. FISH capacity is determined by Florida Department of Education guidelines and represents a measure of the physical capacity of the facility based on student stations in classrooms. The Third Amended and Restated Interlocal Agreement for Public School Facility Planning, which became effective in May 2018, sets the level of service standard as follows:

1. School Type A is a bounded elementary, middle or high school that has 10% or more of its permanent FISH capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity (including relocatables).

2. School Type B is a bounded elementary, middle or high school that has less than 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.

The relationship of enrollment to capacity, for individual schools and for concurrency service areas, is included as a table in the Five-Year District Educational Facilities Work Program adopted annually by the School Board and incorporated into the Broward County Comprehensive Plan's Capital Improvements Element. This table provides year-by-year capacity, enrollment, and levels of service (LOS) projections. It also indicates surpluses and deficiencies, based on the financially feasible capital program adopted by the school board.

Student enrollment is projected annually based on the specific function of the educational facility, characteristics of the school attendance area, historical trends, and the current and projected pace of development.

Other factors resulting from Florida's School Choice Program, such as students attending schools outside their assigned attendance areas due to reassignments, magnet programs, charter schools, home education, virtual learning and other educational choices are factored into the methodology for enrollment projections and for allocating school capacity.

Student enrollment projections are geographically distributed using local development trend data and the District's historic student enrollment data. School-by-school enrollment projections by concurrency service areas are applied. General locations of future public schools to be constructed within the District over five years are applied to concurrency service areas relative to the location serving the anticipated capacity deficit. Pursuant to School Board Policy 5000, existing space throughout the District is maximized through boundary changes in order to meet school concurrency, but not to exceed capacity equal to or greater than 100% of gross FISH capacity. As a temporary solution, the implementation of alternative enrollment options as identified by the Superintendent may be used at the sole discretion of the School Board to ease overcrowding.

D. Problems and Opportunities for Existing and Future Schools

1. Land Availability

Some schools experiencing rapid growth utilize existing space on-site to place classroom additions and relocatables. As a result, green space, playfields, playgrounds, and parking areas have been used for classrooms.

Strategies to design schools for construction on smaller sites were incorporated in the Guidelines for Urban Conscripts, adopted by the School Board in February 2009 via Resolution #09-66. The resolution encourages a more compact building footprint, sharing parking and playfields, as well as exploring the use of parking garages versus surface parking.

2. Construction Costs and Revenue Sources

The primary source of revenue for the District's capital outlay is local property tax. Property values continue to increase; as a result, property tax revenues increased by 13% between ~~2022~~ 2023 and ~~2023~~ 2024.

On November 4, 2014, Broward County Voters approved an $800 million General Obligation Bond (GOB). By combining the GOB with other capital revenues, the District committed to investing in improvements to the Safety, Music and Art, Athletics, Renovation, and Technology (SMART Program). The combined funding for the SMART Program is currently ~~$1.51~~ $1.62 billion.

SMART Program projects are being implemented through contracts the District maintains with outside firms to provide Owner's Representative and Cost/Program Controls management services. Using these firms, the District enhances efficiency by using current construction management systems and practices.

3. Enrollment Projections

Enrollment rises and falls throughout the District as local communities go through their aging cycles at different rates. Population growth in certain areas of the county places stress on the educational facility capacities in those areas. This imbalance in population growth created a surplus in permanent capacity of ~~49,310~~ 45,546 seats but results in other schools being overenrolled. Planning based on sound enrollment projections is crucial, especially in times of financial challenges.

Broward County Public School's (BCPS) primary student projection tool is a geographically-based Cohort Survival model, which projects future students by grade. The Cohort Survival model is considered very reliable and is utilized by the Florida Department of Education in their student projections and the U.S. Census Bureau for their reports. The model uses an "aging" concept that moves a group, or cohort, of students into the future and increases or decreases their numbers according to past experience through history.

The Cohort Survival methodology relies on historical enrollment and birth data to capture the effects of in and out-migration, housing changes, and natural trends in population. The model uses Traffic Analysis Zones (TAZs) as its geographic base. There are ~~975~~ 973 TAZs in Broward County. TAZs are further divided into smaller geographic areas to account for schools that matriculate to more than one school (e.g., an elementary school that feeds into 2 different middle schools).

In some instances, individual TAZ areas are corrected to reflect changes in growth which are not picked up in the projection model's histories. A few examples where corrections are required include areas where:

a. new construction is anticipated to exceed the pace of historical construction for an area,

b. an area is reaching build-out and all new construction will cease or slow down,

c. an unprecedented slow-down in the economic market, or

d. a boundary change has artificially increased/decreased the area.

a. Birth Data

Birth data is a good indicator of future kindergarten class size. Birth data is acquired from the Florida Department of Health's Vital Records by U. S. Census tract. Several steps are taken to interpolate future kindergarten enrollment based on births, as not all children born will enter kindergarten. To project kindergarten enrollment, births by census tract are estimated for a five year period i.e., births from ~~2020~~ 2021 will potentially enter kindergarten in ~~2024-25~~ 2025-26. Data is then increased or decreased based on past kindergarten populations by census tract.

b. Residential Development Data

Each year Broward County municipal planning staff provides current and forecasted certificates of occupancy to assist County and BCPS demographic staff in estimating population changes. Residential growth is also shared and monitored through the Facility Planning and Real Estate Department. BCPS requests city and county planning staff to estimate future certificates of occupancy over the next five years.

c. Other Data

Other information is analyzed to determine if the Cohort Survival rates may need to be adjusted to align with a shorter or longer historical time horizon. These data may include:

1. Existing home sales (source: Florida ~~Association of~~ Realtors®)
2. Population Projections (source: U.S. Census, Broward County, Bureau of Economic and Business Research, and Florida Department of Education).

d. Attrition Rate of Attending Students

BCPS includes four years of attending enrollment to calculate the rate of attrition or rate of students matriculating to the next level. Attending enrollment is the total number of students within the attendance zone that are attending their geographically assigned school. Determining the attrition rate keeps the feeder patterns intact as the grades matriculate to each specific school.

$$\frac{(NNNNNNNNNN\ oooo\ 2007-2008\ aaaaaaNNaaaaaaaaa\ 2aaaa\ aaNNaaaaNNNNgg)\ NNbb\ SSSSSSS}{(NNNNNNNNNN\ oooo\ 2006-2007\ aaaaaaNNaaaaaaaaa\ 1ggaa\ aaNNaaaaNNNNgg)\ NNbb\ SSSSSSS} = SSSSSSS\ 2aaaa\ aaNNaaaaNN\ aaaaaaNNaaaaaaooaa\ NNaaaaNN\ 2007-2008$$

$$\frac{(NNNNNNNNNN\ oooo\ 2008-2009\ aaaaaaNNaaaaaaaaa\ 2aaaa\ aaNNaaaaNNNNgg)\ NNbb\ SSSSSSS}{(NNNNNNNNNN\ oooo\ 2007-2008\ aaaaaaNNaaaaaaaaa\ 1ggaa\ aaNNaaaaNNNNgg)\ NNbb\ SSSSSSS} = SSSSSSS\ 2aaaa\ aaNNaaaaNN\ aaaaaaNNaaaaaaooaa\ NNaaaaNN\ 2008-2009$$

$$\frac{(NNNNNNNNNNN\ oooo\ 2009-2010\ aaaaaaNNaaaaaaaaaa\ 2aaaa\ aaNNaaaaNNNNgg)\ NNbb\ SSSSSSSS}{(NNNNNNNNNNN\ oooo\ 2008-2009\ aaaaaaNNaaaaaaaaaa\ 1ggaa\ aaNNaaaaNNNNgg)\ NNbb\ SSSSSSSS} = SSSSSSSS\ 2aaaa\ aaNNaaaaNN\ aaaaaaNNaaaaaaoooaa\ NNaaaaNN\ 2009-2010$$

Attrition rates for each grade are averaged and used as a factor to obtain next year's projections for that grade.

$$SSAANNNNaaaaNN\ SSSSSSSS\ 2aaaa\ aaNNaaaaNN\ aaaaaaNNaaaaaaoooaa\ NNaaaaNN\ ooNNooNN\ 2007-2010 \times \frac{NNNNNNNNNNN\ oooo\ 2009-2010\ aaaaaaNNaaaaaaaaaa}{2aaaa\ aaNNaaaaNNNNgg\ NNbb\ SSSSSSSS} = ppNNooppNNppaaNNaa\ 2010-2011\ 2aaaa\ aaNNaaaaNNNNgg\ NNbb\ SSSSSSSS$$

To calculate subsequent years of projections by grade, the model uses the projected rate of attrition based on the projected enrollment of the previous year to calculate the next projection year.

$$SSAANNNNaaaaNN\ SSSSSSSS\ 2aaaa\ aaNNaaaaNN\ ppNNooppNNppaaNNaa\ aaaaaaNNaaaaaaoooaa\ NNaaaaNN\ ooNNooNN\ 2008-2011 \times \frac{NNNNNNNNNNN\ oooo\ ppNNooppNNppaaNNaa\ 2010-2011}{aaaaaaNNaaaaaaaaaa\ 2aaaa\ aaNNaaaaNNNNgg\ NNbb\ SSSSSSSS} = ppNNooppNNppaaNNaa\ 2011-2012\ 2aaaa\ aaNNaaaaNNNNgg\ NNbb\ SSSSSSSS$$

The school-by-school Cohort Survival model projections, by grade, are compared with other models such as the Florida Department of Education (FDOE) projections and the Broward County Urban Planning Division school-aged population projections. Adjustments may be made to the Cohort Survival model based on the following factors:

1. Changes in the rate or type of new housing development within Broward County;
2. Changes in economic conditions (e.g. the creation of jobs usually means families are moving in whereas a recession usually means families are moving out);
3. Immigration; and
4. Natural phenomena (e.g. hurricanes).

Management decisions may also have a dramatic effect upon projections. These include:

1. Future placement of English Language Learners (ELL) clusters;
2. Future placement of Exceptional Student Education (ESE) clusters;
3. Opening and closing of magnet programs (first year projections are difficult because of the lack of proven performance history);
4. Student choice reassignments;
5. Other approved School Choice reassignments; and
6. Opening and closing of charter schools throughout the year.

The number of Broward County students receiving private school tuition vouchers through the State of Florida's universal School Choice voucher program has risen from 1,821 in the initial program school year (2019-20) to 29,650 students (or 10% of school-aged children) in the 2024-25 school year. The removal of certain program eligibility requirements enacted by the Florida Legislature in 2021 and 2023 – such as household income limits and restrictions on existing private school students – resulted in the issuance of many vouchers to those already

attending private schools. Although school choice vouchers are accounted for in each school's enrollment trend and attrition rate, geographically there are no assigned attendance areas. If a school loses enrollment to private schools which results in a decrease, that enrollment loss is accounted for in future school years.

e. Home Schooling.

According to the Florida Department of Education's Home Education in Florida: 2021-22 School Year Annual Report, the are 10,412 students being homes schooled in Broward County. This equals 6.85 percent of students in the school year. Higher percentages of home schooled students are found in all six of Florida's counties having populations of over one million

County	Population[1]	Home Schooled Students[2] Number/Percent
Miami-Dade	2,768,954	5,849 / 3.85
Broward	1,973,570	10,412 / 6.85
Hillsborough	1,541,531	13,641 / 8.97
Palm Beach	1,532,718	9,687 / 6.37
Orange	1,492,951	9,206 / 6.05
Duval	1,051,278	8,686 / 5.71

[1] Florida Population Estimates by County and Municipality, Florida Legislative Office of Economic and Demographic Research, April 1, 2023

[2] Home Education in Florida: 2021-22 School Year Annual Report, Florida Department of Education

4. State Plant Survey

Pursuant to Florida Statute 1031.31, every five years each county must submit a plant survey to aid in formulating plans for educational program and student population facilities, as well as ancillary plants that provide services for the district. The Educational Plant Survey was updated and approved in June 2021.

The Educational Plant Survey is a systematic study of present educational and ancillary plants and the determination of future needs. The survey is not directly concerned with the instructional program but the relationship of educational plants to the instructional program is such that judgments regarding the instructional program are necessarily a part of an educational plant survey. The survey is developed using Department of Education five-year projections. All projects

in the Adopted District Educational Facilities Plan using state authorized funds must be in the district's state Educational Plant Survey. Due to declining enrollment and increased space availability, this requirement eliminates building new capacity additions as viable options to resolve level of service compliance problems. However, through the passage of the General Obligation Bond, which includes $800 million for capital projects, the District will provide replacement permanent capacity at certain facilities that rely on aging relocatable classrooms to house their student population.

The updated five-year student enrollment projections provide a basis for determining capital needs. Table PSF-1 below summarizes the actual enrollment by school type for the ~~2023-24~~ 2024-25 school year and the projected enrollment for the ~~2028-29~~ 2029-2030 school year. As indicated in the table, a decrease of ~~3,278~~ 3,605 students occurred between ~~2022-23~~ 2023-2024, and ~~2023-24~~ 2024-2025.

Table PSF-1: Summary of Enrollment Projections

School Type	2023/24 Benchmark Day Enrollment	2024/25 Benchmark Day Enrollment	2024/25 Increase/(Decrease) Over 2023/24 Benchmark Day Enrollment	2029/30 Projected Benchmark Day Enrollment	2029/30 Increase/(Decrease) Over 2024/25 Benchmark Day Enrollment
Pre-Kindergarten	5,794	5,554	-240	5,554	0
Elementary (K-5)	81,731	80,319	-1,412	72,076	-8,243
Middle	42,242	40,527	-1,715	35,966	-4,561
High	67,914	67,583	-331	64,380	-3,203
Centers	3,592	3,851	259	3,851	0
Charters	49,833	49,667	-166	49,733	66
Total:	251,106	247,501	-3,605	231,560	-15,941

Source: School Board of Broward County ~~2023~~ 2024.

The District is projected to decrease by 8~~,970~~ 15,941 total pre-kindergarten through twelfth-grade students, including those in centers and charter schools, by the ~~2028-29~~ 2029-30 school year. Enrollment in charter schools is ~~49,833~~ 49,667 this year, with an undetermined number of additional charter schools anticipated in the next year. If the charter school trend continues, ~~then~~ these projected students will impact the capital needs of other public schools in the District. Recent trends in District and charter school enrollment, as well as current birth data, indicate that elementary (~~pre-~~kindergarten through grade 5) enrollment in District-owned facilities will decrease over the next five years by 5~~,761~~ 8,243 students. Middle school enrollment in District-owned facilities is projected to decrease by ~~of 3,140~~ 4,561 students, while high school enrollment will

decrease by 3,~~394~~ 3,203 students. By the end of the five-year period, the Broward County School District's projected enrollment will total ~~242,136~~ 231,560 students.

5. Class Size Reduction

In November 2002, Florida's voters approved an amendment to the Florida Constitution that set limits on the number of students in core classes in the State's public schools. In 2003, the Florida Legislature enacted Chapter 2003-391, Laws of Florida, to implement the amendment. It reduced the maximum number of students in each core classroom by at least two students per year beginning in the 2003-04 school year until full compliance by the 2010-11 school year. The class size maximums established in section 1003.03, Florida Statutes (F.S.), are shown in Table PSF-2 below.

Table PSF-2: Class Size Maximums

Grade Group	Class Size Maximum
PK-3	18
4-8	22
9-12	25

Source: School Board of Broward County ~~2023~~ 2024.

a. Compliance

Class size compliance is measured at classroom level, by room and period, for all core courses. Section 100~~0~~3.01(~~14~~5), F.S. identifies core-curricula courses that are included in the class size calculations as defined by the Florida Department of Education ~~(FLDOE)~~ by grade group. The term "core curricula" is used for the sole purpose of designating classes that are subject to the maximum class size requirements established in s. 1, Art. IX of the State Constitution. This term does not include virtual education or blended learning courses offered under ss. 1002.321(4)(e), 1002.33(7)(a)2.~~bc~~., 1002.37, 1002.45, and 1003.499~~, F.S~~.

In 2010, the Florida Legislature clarified that charter schools must comply with maximum class size requirements. However, compliance is calculated pursuant to section 1003.03, F.S. at the school level average by grade group, instead of at the classroom level. In 2013, Florida Legislature revised section 1002.31(9), F.S., requiring district-operated schools of choice to comply with section 1003.03, F.S., relating to maximum class size. The calculation for compliance at the school level average by grade group~~s~~ is the same as used for ~~in the same manner as~~ charter schools.

In ~~2022-23~~ 2023-24, for the ~~ninth~~ tenth consecutive year, BCPS continued to meet 100% class size compliance requirements at all the District's non-charter schools. Final class size data for the ~~2023-24~~ 2024-25 school year will be released by the ~~FLDOE~~ Florida Department of Education at the school year's end.

b. Accountability

~~The following accountability provisions were included during the 2011 legislative session:~~

Accountability provisions related to section 1003.03, F.S., as amended during the 2013 and 2023 legislative sessions, provide the following:

1. Compliance with class size requirements ~~are~~ is determined from student course records submitted to the Florida Department of Education ~~(FLDOE)~~ from the October student membership survey; and

~~2. For each district out of compliance with class size requirements, the FLDOE will calculate a penalty reduction in the district's class size allocation;~~

~~3. Districts that have fully met class size requirements will receive a reallocation bonus of up to five percent of the base student allocation multiplied by the total district FTE students, not to exceed 25 percent of the reduced funds;~~

~~4.~~ 2. Each district that does not comply with class size requirements must submit a class size compliance plan, certified by the district school board, by February 1st of each year. The plan must describe the specific actions the district will take to fully comply with class size requirements by October of the following school year.

~~5. Section 1003.03(4)(c), F.S., authorizes the commissioner to recommend an alternate reduction amount if there is evidence that class size requirements were not met despite appropriate efforts to do so or because of an extreme emergency.~~

~~The 2011 legislature session also amended Section 1003.03(2)(b), F.S., providing class size flexibility for students that enroll after the October student membership survey. If a district school board determines that it is impractical, educationally unsound or disruptive to student learning, students may be temporarily assigned to a class that exceeds the maximum. In kindergarten through grade 3, up to three students may be assigned to a teacher above the maximum. In grades 4 through 12, up to five students may be assigned to a teacher above the maximum. The district school board must develop a plan that provides that the school will be in full compliance by the next October student survey.~~

6. Options for Reducing Capacity

Broward County's School Board considers ways to optimize the usage of educational facilities.

Boundary Process

Each year the District conducts an extensive boundary process and evaluates the effectiveness of programs being utilized as alternatives to adding capacity. The process considers demographic changes in student populations, available and future facility capacity, programming components,

as well as the diversity at each school. As part of the annual boundary process, the District relies on input from the communities and stakeholders. Through the boundary process, every effort is made to maintain equal educational opportunities.

Multi-track Scheduling

Currently, the District does not use multi-track schedules, but multi-track schedules have been used successfully for an elementary school. In that school, the multi-track scheduled accommodated up to 120% of the school's FISH capacity in the 2005-06 school year. The community was content with the multi-track scheduling and it has shown increases in student achievement, attendance, and less discipline situations. The District can utilize this method in the future to maximize capacity and avoid boundary changes.

Grade Level Organization

Various grade level configurations are examined to reduce or add capacity. Presently, there are two primary schools with grades PreK-3, four with grades PreK-8, one with grades 3-8, and four with grades 9-12.

Block Scheduling

Broward County Schools have been in the forefront of implementing and evaluating block scheduling. Several Broward County Schools utilize block schedules.

High School Options

Dual enrollment gives high school juniors and seniors the opportunity to take college level courses and receive credits towards high school graduation. When students qualify for this, it can free up capacity while benefiting student achievement. The early admissions and 18 credit diploma option allows high school students to apply for early graduation, which also relieves enrollment at our high schools.

Other School Choice Alternatives

Broward County Schools also uses creative alternative methods to assist student population distribution by allowing parents and students choice of school assignment. Some examples are:

1. Broward Virtual Schools (BVS): The Broward Virtual Instruction and Broward Virtual School (BVS) programs offer full-time, online enrollment to students in grades K-12. Students in grades 6-12 may enroll online part-time as well. The BVS programs offer equitable access to high quality, individualized education. The virtual environment provides flexibility of time and location, and promotes development of the skills, the attitudes, and the self-discipline necessary to achieve success in the 21st century. Through the BVS program, students may earn a standard high school diploma entirely online.

2. Magnet Schools: The District offers magnet programs in several locations. These programs offer a thematic educational program which is attractive entices to some students/and parents. Magnet Schools are a popular alternative option.

3. Charter Schools: Second only to Miami-Dade County, the District is a state leader in the number of students attending charter schools. During the 1999-00 school year, 3,873 students attended charter schools. Since that time charter school enrollment has increased an additional ~~45,960~~ 45,794 students, enrolling a total of ~~49,833~~ 49,667 students during the ~~2023-24~~ 2024-25 school year.

Table PSF-3: Charter Schools Servicing Elementary, Middle, and High School Students

Charters Serving Elementary School Students	Charters Serving Middle School Students	Charters Serving High School Students
Atlantic Montessori Charter School	Avant Garde Academy	Academic Solutions Academy - A
Atlantic Montessori Charter School West Campus	Ben Gamla Charter South Broward	Academic Solutions High School
Avant Garde K-8 Broward	BridgePrep Academy of Broward K-8	Andrews High School
Ben Gamla Charter	Broward Math and Science Schools	Ascend Career Academy
Ben Gamla Charter North Broward	Central Charter School	Avant Garde Academy
Ben Gamla Charter South Broward	Championship Academy of Distinction at Davie	City of Pembroke Pines High
Charters Serving Elementary School Students	**Charters Serving Middle School Students**	**Charters Serving High School Students**
BridgePrep Academy of Hollywood Hills	Championship Academy of Distinction Middle School	Coral Springs Charter School
Broward Math and Science Schools	City of Pembroke Pines High	Franklin Academy - Pembroke Pines High School
Central Charter School	City of Pembroke Pines Middle - West/Central	International School of Broward
Championship Academy of Distinction at Davie	Coral Springs Charter School	International Studies Academy High School
Championship Academy of Distinction at Hollywood	Eagles' Nest Charter Academy	Somerset Academy Charter Conservatory High
Charter School of Excellence	Eagles' Nest Middle	Somerset Academy Charter High School Miramar
Charter School of Excellence at Davie	Everest Charter School	Somerset Academy High
City of Pembroke Pines Elementary - East/West/Central	Franklin Academy - Pembroke Pines	Somerset Key High School
Eagles' Nest Charter Academy	Franklin Academy Cooper City	Somerset Preparatory Charter High Broward Campus
Everest Charter School	Franklin Academy F	SunEd High School of North Broward

Franklin Academy - Pembroke Pines	Franklin Academy Sunrise	SunEd High School of South Broward
Franklin Academy Cooper City	Greentree Preparatory Charter School	SunFire High School
Franklin Academy F	Hollywood Academy of Arts and Science Middle	Sunrise High School
Franklin Academy Sunrise	Imagine Charter Middle School at Broward	
Greentree Preparatory Charter School	Imagine Charter School at Weston	
Hollywood Academy of Arts and Science	Imagine Schools - Plantation Campus	
Imagine Charter Middle School at Broward	International School of Broward	
Imagine Charter School at Weston	International Studies Academy Middle School	
Imagine Elementary at North Lauderdale Elementary	North Broward Academy of Excellence Middle	
Imagine Schools - Plantation Campus	Paragon Academy of Technology	
Innovation Charter School	Renaissance Charter at Cooper City	
New Life Charter Academy	Renaissance Charter Middle School at Pines	
Charters Serving Elementary School Students	**Charters Serving Middle School Students**	**Charters Serving High School Students**
North Broward Academy of Excellence Elementary	Renaissance Charter School at University	
Panacea Prep Charter School	Renaissance Charter School of Coral Springs	
Renaissance Charter at Cooper City	Renaissance Charter School of Plantation	
Renaissance Charter Middle School at Pines	RISE Academy of Science and Technology	
Renaissance Charter School at University	Somerset Academy Key Middle School	
Renaissance Charter School of Coral Springs	Somerset Academy Middle	
Renaissance Charter School of Plantation	Somerset Academy Miramar Middle	
Renaissance Charter Schools at Pines	Somerset Academy Riverside Middle School	
RISE Academy of Science and Technology	Somerset Charter Academy at North Lauderdale	
Somerset Academy Charter School Miramar	Somerset Parkland Academy	

Somerset Academy Davie	Somerset Preparatory Charter Middle	
Somerset Academy East Preparatory	Somerset Village Academy Middle	
Somerset Academy Elementary	Summit Academy Charter School	
Somerset Academy Elementary South Campus	West Broward Academy	
Somerset Academy Neighborhood		
Somerset Academy Pompano Elementary		
Somerset Academy Riverside		
Somerset Charter Academy at North Lauderdale		
Somerset Miramar South		
Somerset Parkland Academy		
Somerset Pines Academy		
Somerset Village Academy		
South Broward Montessori Charter School		
Summit Academy Charter School		
Sunshine Elementary Charter		
West Broward Academy		

Source: School Board of Broward County ~~2023~~ 2024.

E. Analysis of Infrastructure Needs for Existing and Proposed School Facilities

Broward County currently has ~~326~~ 327 public school facilities, including, elementary, middle, high, charter, and special schools. Major infrastructure, including roads, drainage, sanitary sewer, and potable water facilities, is available to support existing and proposed school facilities; however, there are several school infrastructure priority areas need current and future attention.

1. Pedestrian infrastructure. Pedestrian infrastructure development includes improvements to sidewalks, crosswalks, crossing guard posts, bus loops/parent loops and parking lots. Safe walking is a priority for students residing within a 2-mile radius of schools. Revision~~s~~ of Florida State Statute 1006.23 for Hazardous Walking Conditions ~~to include~~ require inclusion of Middle and High School children, in addition to Elementary School children, would reduce student injury hazard/risk significantly.

2. Outdoor Athletic Facility's Infrastructure. Outdoor athletic facilities including student playgrounds (poured-in-place surfaces, shade covers, etc.), sport field safety netting, bleachers, safety handrails, etc., that continually need maintenance, repair and replacement.

3. Indoor Stage/Theatre, Gym, Band, Etc. Infrastructure. Ongoing improvements are made to stage rigging, catwalks, safety handrails, theatre curtains, gym flooring, bleachers, safety handrails, band risers, staging, platforms, etc. to address fall protection hazards/risks.
4. Covered Walkway Infrastructure. Ongoing improvements are made to walkways that connect classroom portables, and classrooms to bus/parent loop areas.
5. Trash/Refuse Compactors. Trash collection facilities are being upgraded with compactors at selected district schools/facilities to improve sanitation, safety and cost reduction components.
6. Exterior/Interior Lighting Infrastructure. Improvements to lighting include replacement of fluorescent/incandescent light technology with the LED (light emitting diode) technology for significant safety, security, light quality and energy conservation impacts.
7. Onsite Surface Water Infrastructure Management. Stormwater management improvements include system assessments, maintenance repair, and recertification with the local drainage districts.

The development review and site selection process of any proposed school must consider infrastructure needs. The procedures and processes are outlined in Sections V and VI of the Third Amended ILA. The School Board requires all major expansion, remodeling and/or replacements projects (exceeding $1,000,000) to undergo a Master Planning process. This process involves public input and evaluates infrastructure issues, such as site circulation, parking, retention areas and public utility locations.

The District ~~intends to~~ has engaged a consultant to conduct a Facility Condition Assessment. It will provide a comprehensive set of data addressing multiple aspects of the built environment, including infrastructure needs. The assessment will be used as part of the District's Long-Range Facility Master Plan. The District ~~has also~~ will continue to implement~~ed some~~ measures and programs that address climate change impacts and will continue to explore opportunities to reduce those impacts.

Data & Analysis

A. Population and Housing Conditions

1. Population Growth in Broward County

Broward County has experienced significant population growth since 1970. As Table PSF-4 below illustrates, in 1970 Broward County had a population of 620,100 and the 2020 Census population count was 1,944,375, a growth of 214%. Though the County is almost fully developed, expectations are that growth is expected to continue through urban infill and development. Between 2020 and 2025, the County's population is expected to increase by 43%. The future pace of growth is

expected to decline, as Broward transitions from large tracts of "Greenfield" development to "redevelopment." However, with the addition of lands in the northwest "Wedge" near Parkland, over two thousand acres of agricultural land were transferred into Broward County from Palm Beach County.

The population demographics are expected to change. During the 1970's and early 1980's, Broward's median age increased due to an influx of retirees. The age 65 and older population peaked in the early 1980's at 22%. Since that time, Broward County has experienced an increase in international migration of younger people and that percentage declined to 14% in 2010. In 2020, the percentage of the 65+ cohort increased to 17% and is expected to make up 25% of the population by 2050. As the population ages, Broward County is expected to experience a slight and gradual reduction in the percentage of its population ages 18 or under. Between 2020 and 2050, the percentage of this age group is estimated to decline from ~~21.0%~~ 20.96% to ~~19.6%~~ 18. 59%.

Table PSF-4: Population, Broward County 1970-2050

Year	Total Population	Average Annual Change *		Median Age **	Percent (%) Under 18 ***	Percent (%) 65 or over
		Percent (%)	Population			
1970	620,100	8.6	28,615	38.7	29	18
1980	1,018,257	6.4	39,816	38.7	22	22
1990	1,255,531	2.3	23,727	37.8	21	21
2000	1,623,018	2.9	36,749	37.8	24	16
2010	1,748,066	0.8	12,505	39.7	22	14
2020	1,944,375	1.1	19,631	-	20.96	17.23
2025	2,006,705	0.6	12,466	-	20.00	19.89
2030	2,076,176	0.7	13,894	-	19.68	22.32
2035	2,125,803	0.5	9,925	-	19.45	23.79
2040	2,161,120	0.3	7,063	-	19.16	24.52
2045	2,189,279	0.3	5,632	-	18.83	24.75

2050	2,213,838	0.2	4,912	-	18.59	25.20

** Calculated by previous 10-year period (Decennial Census counts), or previous 5-year period (for BEBR projections). BEBR source data extending to 2055 not available until 2025-26 .*
*** Median Age data not available from BEBR.*
**** Calculation of percentage 18 or under for 2015-2045 is limited to those aged ~~50~~ 17 (does not include those age 18).*
Source: U.S. Census Bureau, Decennial Census for years 1970, 1980, 1990, 2000, 2010 & 2020.
University of Florida Bureau of Economic and Business Research (BEBR), Detailed Population Projections by Age, Sex, Race, and Hispanic Origin, for Florida and Its Counties, 2025-2050, With Estimates for ~~2022~~ 2023.

2. School Age Population

Broward's school-age population has experienced considerable growth since 1970. Table PSF-5 shows the actual and projected growth of the school age population between 1970 and 2050. It shows that while the growth of school age population will ~~continue to grow~~ fluctuate between 2025-2050, the rate of that growth will continue to decline.

Table PSF-5: School Age Population, Broward County 1970-2050

Year	School Age Population			Percent of Population		
	K-12 *	Higher Ed **	Total	K-12 *	Higher Ed **	Total
1970	133,064	118,673	251,737	22	19	41
1980	164,431	250,044	414,475	16	25	41
1990	177,638	317,283	494,921	14	25	39
2000	279,888	348,245	628,133	17	22	39
2010	288,093	371,647	659,740	17	21	38
2020	300,952	404,112	705,064	15.5	20.8	36.3
2025	289,991	431,526	721,517	14.5	21.5	36
2030	295,976	425,791	721,767	14.3	20.5	34.8
2035	301,114	419,175	720,289	14.2	19.7	33.9
2040	303,294	420,053	723,347	14.0	19.4	33.5
2045	301,786	421,357	723,143	13.8	19.2	33.0
2050	300,314	427,344	727,658	13.6	19.3	32.9

**Includes population ages 5 to 17.*
***Includes population ages 18 to 34.*
Source: U.S. Census Bureau, Decennial Census for years 1970, 1980, 1990, 2000, 2010, 2020;
University of Florida Bureau of Economic and Business Research (BEBR), Detailed Population Projections by Age, Sex, Race, and Hispanic Origin, for Florida and Its Counties, 2025-2050, With Estimates for ~~2022~~ 2023
BEBR source data extending to 2055 not available until 2025-26.

3. Housing Characteristics and Trends

The housing industry responded to the influx of retirees during the 1970's and 1980's by building large numbers of multi-family condominiums and apartments. Between 1970 and 1990, single family homes grew by nearly 87,000 units, while multi-family homes grew by ~~264,000~~ 265,000 units (averaging 13,000 per year).

During the 1990's, growth in the southwest and northwest portions of Broward shifted new construction emphasis back to single-family homes. Single-family homes increased by nearly as much during the decade of the 1990's as they did for the twenty years prior. In the 2000's, large numbers of townhouse developments were constructed. In ~~2022~~ 2023, about half of all homes were single-family and half multi-family. Current construction trends favor high-density multi-family structures in eastern neighborhoods close to the beaches. In ~~2022~~ 2023, single-family homes represented about 48% of all dwelling units in Broward, with multi-family comprising 50% and other types 2%. (See Table PSF-6 below) The number of multi-family housing units increased in 2023 to 434,500 units, following slight declines between 2000 and 2010.

Vacancy rates are influenced primarily by the number of seasonally-occupied units and the magnitude of new residential construction. Much of the vacancy rate in Broward County may be attributed to seasonal residents. The vacancy rate reached its lowest in 2000 (11.7%), during a time when the County was experiencing intensive construction for single-family houses. At that time, the school-age population also spiked, particularly in the K-12 age group. Broward County's vacancy rate decreased to 12.6% in 2023. The school-age population decreased between 2020 and 2025 and continues to stagnate with slow growth or decreases through 2050. The relationship between the vacancy rate and school-age population is expected to loosen in the coming years as development patterns continue to shift from single-family homes to other types of housing.

Table PSF-6: Housing Characteristics, Broward County 1970-2023

Year	Total Units	Single-Family	% Single-Family	Multi-Family	Other	Owner Occupied	Renter Occupied	% Vacant	% Owner Occupied (Excludes Vacancies)
1970	253,325	149,447	59	94,017	9,861	161,962	60,601	12.1	72.8
1980	477,468	202,898	42.5	258,987	15,583	299,730	117,787	12.6	71.8
1990	628,660	236,321	37.6	358,665	33,674	359,570	168,872	15.9	68
2000	741,043	303,357	40.9	409,756	27,930	454,750	199,695	11.7	69.5
2010	806,858	392,858*	48.7	390,365	23,635	463,511	205,387	17.1	69.3
2020	826,382	408,896*	49.5	393,649	23,837	442,633	262,309	14.7	62.8
2021	864,468	423,818*	49	416,015	24,635	473,136	274,579	13.5	63.3
2022	867,195	421,165*	48.6	427,257	18,773	471,737	281,347	13.2	62.6
2023	868,151	412,016*	47.5	434,500	21,635	485,158	273,695	12.6	63.9

** Includes single-family detached and attached (townhouses). For years prior to 2010, townhouses are treated as multi-family.*

Source: U.S. Census Bureau, Decennial Census for years 1970, 1980, 1990, 2000, 2020; American Community Survey 1-Year Estimates for years 2021-2023; Table DP04.

Broward County's supply of vacant property has approached "build-out" status while still feeling the pressure of population growth. According to the US Census, Building Permit Survey Data, a total of ~~3,002~~ 2,008 residential building permits were issued in Broward County ~~in 2023~~ from January through December 2024. The majority (~~73%~~ 64%) were for multi-family construction permits, which have seen a steady increase since 2012. The demand for rental units includes new households and households switching from owning to renting. This growth in renter households reflects in part the sharp decline in the national homeownership rate after 2004. While many factors drove that decline, the massive wave of foreclosures after the housing crash was a key contributor.

B. Current Profile of Broward County Public Schools

1. Summary Profile of Public Schools in Broward County

The numbers of school buildings, student stations and classrooms are reflected in Table PSF-7. The majority of buildings and student stations are for elementary students~~, 53% 46% and 43% 44%, respectively~~. Elementary schools have the highest level of relocatable stations ~~(7,660)~~ (11,374) and the highest level of relocatable classrooms ~~(385)~~ (631). As noted in Table PSF-8, most of the school facility buildings were constructed in the last 30 years. Appendix PSF-A depicts the locations of all public schools in Broward County.

Table PSF-7: Summary Profile of School Capacity

School Type	Permanent Buildings	Relocatable Buildings	Permanent Stations	Relocatable/ Modular Stations	Permanent Classrooms	Relocatable/ Modular Classrooms	Permanent Net Sq. Ft.	Relocatable/ Modular Net Sq. Ft.
Elementary	1,055	619	110,687	11,374	5,838	631	15,147,340	308,800
Middle	323	323	57,484	6,104	2,412	277	7,063,858	279,669
High	452	263	75,780	6,225	3,041	249	9,663,360	222,036
Special	180	134	11,831	2,415	807	121	2,455,239	151,160
Charter	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total:	2,010	1,339	255,782	26,118	12,098	1,278	34,329,797	961,665

Source: School Board of Broward County, Florida Inventory of School Houses (FISH) data ~~2023~~ 2024.

Table PSF-8: Age of School Facility Buildings

School Type	% of sq.ft. 10 years or less	% of sq.ft 11-20 years	% of sq.ft. 21-30 years	% of sq.ft. 31-40 years	% of sq.ft. 41-50 years	% of sq.ft over 50 years
Elementary Schools	0.2%	17.2%	28.0%	29.4%	8.9%	16.1%
Middle Schools	1.3%	12.5%	31.8%	20.7%	12.1%	21.6%
High Schools	2.2%	14.7%	28.1%	7.6%	14.5%	33.1%
Special Schools	0.0%	13.3%	20.9%	24.1%	16.5%	29.0%
Charter Schools	N/A	N/A	N/A	N/A	N/A	N/A

Source: School Board of Broward County Florida Inventory of School Houses (FISH) data ~~2023~~ 2024.

2. Elementary Schools

There are ~~140~~ 137 physical public elementary schools in Broward County as of ~~2023-24~~ 2024-25, not including schools without attendance . There are three K-8 Combination schools. A profile of the existing elementary schools is depicted in Table PSF-9 below.

Table PSF-9: Current Profile - Broward County Elementary Schools ~~2022-23~~ 2024-25

	Facility Name	Site Size (Acres)	Age Range	Permanent Buildings	Relocatable Buildings	Current Enrollment (Benchmark Day)	LOS Capacity	% of Capacity
1.	Annabel C. Perry PK-8	10	1969-2005	9	8	577	957	60.3%
2.	Atlantic West Elementary	8	1974-2004	6	13	614	1,009	60.9%

3.	Banyan Elementary	10	1980-2009	4	5	424	831	51.0%
4.	Bayview Elementary	2	1958-2000	4	0	548	629.2	87.1%
	~~Beachside Montessori Village~~	~~5~~	~~2008-2008~~	~~3~~	~~0~~	~~803~~	~~822~~	~~97.7%~~
5.	Bennett Elementary	8	1952-2007	10	0	288	542	53.1%
6.	Boulevard Heights Elementary	10	1961-2008	15	0	588	893.2	65.8%
7.	Broadview Elementary	10	1965-2006	5	11	681	1,020	66.8%
8.	Broward Estates Elementary	10	1957-2007	18	0	248	765	32.4%
9.	Castle Hill Elementary	9	1969-2007	8	17	576	817	70.5%
10.	Central Park Elementary	13	1990-2004	10	10	762	1,123	67.9%
11.	Challenger Elementary	8	2000-2004	3	0	894	1,100	81.3%
12.	Chapel Trail Elementary	10	1994-2003	6	0	648	1,159	55.9%
13.	Charles Drew Elementary	15	1990-1990	9	0	391	694	56.3%
14.	Coconut Creek Elementary	10	1969-2002	6	3	464	831	55.8%
15.	Coconut Palm Elementary	12	2000-2000	2	3	497	902	55.1%
16.	Colbert Elementary	10	1952-2008	5	0	585	893	65.5%
17.	Collins Elementary	10	1957-2005	11	0	253	408	62.0%
18.	Cooper City Elementary	10	1970-2007	3	2	758	771	98.3%
19.	Coral Cove Elementary	12	2004-2004	3	0	470	913	51.5%
20.	Coral Park Elementary	11	1989-2007	12	0	499	776	64.3%
21.	Coral Springs Elementary	11	1974-2006	6	2	452	998	45.3%
22.	Country Hills Elementary	15	1990-2006	10	0	873	934	93.5%
23.	Country Isles Elementary	9	1987-2004	13	6	765	1078	71.0%
24.	Cresthaven Elementary	10	1992-2008	7	0	469	736	63.7%

25.	C. Robert Markham Elementary	9	1967-2004	10	~~4~~ 3	577	691	83.5%
26.	Croissant Park Elementary	12	1992-2003	7	2	673	846	79.6%
27.	Cypress Elementary	13	1969-2010	8	2	774	909	85.1%
28.	Dania Elementary	7	1958-2007	11	3	461	625.9	73.7%
29.	Davie Elementary	9	1977-2003	5	4	632	741	85.3%
30.	Deerfield Beach Elementary	14	1927-2010	11	3	579	705.1	82.1%
31.	Deerfield Park Elementary	11	1978-2005	10	0	445	826.1	53.9%
32.	Dillard Elementary	10	1994-1994	7	2	606	835	72.6%
33.	Discovery Elementary	14	2008-2009	3	0	789	1036.2	76.1%
34.	Dolphin Bay Elementary	12	2005-2005	3	0	546	913	59.8%
35.	Dr. Martin Luther King, Jr. Montessori Academy	11	1968-2007	7	2	468	711.7	65.8%
36.	Driftwood Elementary	8	1960-2003	~~13~~ 15	11	462	758	60.9%
37.	Eagle Point Elementary	12	1994-2009	8	4	1186	1304	91.0%
38.	Eagle Ridge Elementary	12	1994-1994	6	0	743	959	77.5%
39.	Embassy Creek Elementary	14	1991-2008	7	0	1153	1116.5	103.3%
40.	Endeavour Primary Learning Center	13	2002-2002	2	0	351	515	68.2%
41.	Everglades Elementary	10	1998-2005	4	8	840	1,220	68.9%
42.	Fairway Elementary	11	1968-2005	10	0	512	1,027	49.8%
43.	Flamingo Elementary	15	1975-2006	4	9	678	797	85.1%
44.	Floranada Elementary	11	1999-1999	2	0	749	895.4	83.6%
45.	Forest Hills Elementary	9	1975-2004	4	0	665	874.5	76.0%
46.	Fox Trail Elementary	26	1997-2004	4	7	1107	1,304	84.9%
47.	Gator Run Elementary	12	1998-2004	3	16	1,154	1,452	79.5%

48.	Griffin Elementary	10	1979-1991	4	4	556	687	80.9%
49.	Gulfstream Academy of Hallandale Beach	27	2003-2003	22	25	1267	1,988	63.7%
50.	Harbordale Elementary	5	1959-2008	13	0	482	528	91.3%
51.	Hawkes Bluff Elementary	15	1990-2006	10	10	646	1,044	61.9%
52.	Heron Heights Elementary	12	2007-2008	3	0	1042	1,036	100.6%
53.	Hollywood Central Elementary	7	1992-1995	9	1	311	756	41.2%
54.	Hollywood Hills Elementary	12	1959-2007	9	0	644	844.8	76.2%
55.	Hollywood Park Elementary	12	1969-1991	4	0	404	652.3	61.9%
56.	Horizon Elementary	8	1974-2001	6	2	547	729.3	75.0%
57.	Indian Trace Elementary	10	1990-1990	9	10	670	843	79.5%
58.	James S. Hunt Elementary	13	1973-2004	~~6~~ 7	0	490	925.1	53.0%
59.	Lake Forest Elementary	13	1961-2006	11	11	582	928	62.7%
60.	Lakeside Elementary	12	1997-2001	3	0	499	830.5	60.1%
61.	Larkdale Elementary	10	1961-2008	16	2	430	685.3	62.7%
62.	Lauderhill Paul Turner Elementary	8	1995-1995	6	0	615	959.2	64.1%
63.	Liberty Elementary	12	2001-2004	3	1	677	1,386	48.8%
64.	Lloyd Estates Elementary	8	1968-2008	9	8	409	691	59.2%
65.	Manatee Bay Elementary	12	2001-2004	3	10	975	1,320	73.9%
66.	Maplewood Elementary	10	1980-2004	5	8	471	961	49.0%
67.	Margate Elementary	11	1962-2007	~~16~~ 17	0	1010	1,326	76.2%
68.	Mary M. Bethune Elementary	18	1961-2008	~~12~~ 9	0	398	763	52.1%
69.	McNab Elementary	10	1993-2002	8	0	554	745	74.4%
70.	Meadowbrook Elementary	15	1958-2009	12	6	704	809	87.0%

71.	Miramar Elementary	11	1991-2004	7	1	410	1021.9	40.1%
72.	Mirror Lake Elementary	13	1969-2009	8	7	637	791	80.5%
73.	Morrow Elementary	10	1976-2008	7	0	558	914.1	61.0%
74.	Nob Hill Elementary	8	1975-2004	3	~~7~~ 3	526	781	67.3%
75.	Norcrest Elementary	10	1976-2008	11	0	682	1013.1	67.3%
76.	North Andrews Gardens Elementary	10	1996-2006	7	6	741	921	80.5%
77.	North Fork Elementary	10	1965-2007	10	0	431	784.3	55.0%
78.	North Lauderdale Elementary	13	1974-2006	8	0	668	1023	65.3%
79.	North Side Elementary	3	1927-2001	8	0	291	669	43.5%
	~~Nova Blanche Forman Elementary~~	~~10~~	~~1965-2003~~	~~5~~	~~1~~	~~769~~	~~846~~	~~90.9%~~
	~~Nova Dwight D. Eisenhower Elementary~~	~~10~~	~~1969-2003~~	~~8~~	~~0~~	~~776~~	~~855~~	~~90.8%~~
80.	Oakland Park Elementary	7	1927-2004	13	0	557	924	60.3%
81.	Oakridge Elementary	8	1959-1993	13	~~6~~ 0	437	665.5	65.7%
82.	Orange Brook Elementary	9	2006-2006	3	0	705	913	77.2%
83.	Oriole Elementary	10	1971-2005	6	~~2~~ 0	721	806.3	89.4%
84.	Palm Cove Elementary	15	1992-2008	10	~~9~~ 2	389	958.1	40.6%
85.	Palmview Elementary	10	1969-2009	6	3	545	732	74.5%
86.	Panther Run Elementary	12	1997-1997	2	~~1~~ 0	345	855.8	40.3%
87.	Park Lakes Elementary	15	2000-2006	4	0	895	1,214	73.7%
88.	Park Ridge Elementary	10	1972-2008	7	0	548	601	91.2%
89.	Park Springs Elementary	12	1990-2004	10	0	799	1307.9	61.1%
90.	Park Trails Elementary	12	2000-2008	4	0	977	1,404	69.6%
91.	Parkside Elementary	10	1999-2008	4	2	713	1,078	66.1%

92. Pasadena Lakes Elementary	10	1971-2008	8	0	486	710	68.5%
93. Pembroke Lakes Elementary	8	1976-2007	5	4	625	741	84.3%
94. Pembroke Pines Elementary	10	1965-2008	6	5	598	709	84.3%
95. Peters Elementary	11	1958-2008	17	12	558	845	66.0%
96. Pines Lakes Elementary	10	1979-2009	7	0	427	921	46.4%
97. Pinewood Elementary	10	1979-2001	5	11	591	1038	56.9%
98. Plantation Elementary	12	1999-1999	2	0	591	895	66.0%
99. Plantation Park Elementary	10	1967-2002	4	0	489	579	84.5%
100. Pompano Beach Elementary	19	1992-1992	9	2	511	628	81.4%
101. Quiet Waters Elementary	23	1990-2008	12	~~16~~ 14	1115	1600	69.7%
102. Ramblewood Elementary	10	1977-2004	4	1	657	1004.3	65.4%
103. Riverglades Elementary	10	1991-2016	7	0	1009	1,252	80.6%
104. Riverland Elementary	9	1991-2008	7	0	497	657	75.7%
105. Riverside Elementary	10	1987-2001	11	3	681	789	86.3%
106. Rock Island Elementary	11	2001-2008	4	0	530	638	83.1%
107. Royal Palm Elementary	15	1971-2004	9	7	755	1012	74.6%
108. Sanders Park Elementary	12	1965-2004	8	5	441	755	58.4%
109. Sandpiper Elementary	14	1989-2006	12	0	613	999.9	61.3%
110. Sawgrass Elementary	13	1993-2007	8	0	865	1,184	73.1%
111. Sea Castle Elementary	12	1990-2004	11	0	890	1,111	80.1%
112. Sheridan Hills Elementary	7	1971-2001	6	0	409	668	61.3%
113. Sheridan Park Elementary	13	1966-2008	7	0	477	891	53.5%
114. Silver Lakes Elementary	12	1997-1997	2	1	322	856	37.6%
115. Silver Palms Elementary	14	1995-2001	3	0	459	897.6	51.1%

116. Silver Ridge Elementary	13	1989-2008	14	6	841	1002	83.9%
117. Silver Shores Elementary	12	2002-2003	3	0	333	902	36.9%
118. Stephen Foster Elementary	9	1961-2007	16	0	637	817.3	77.9%
119. Stirling Elementary	9	1991-2007	7	3	536	767	69.9%
120. Sunland Park Academy	4	1992-1994	3	0	419	528	79.4%
121. Sunset Lakes Elementary	12	2002-2008	4	0	665	1,430	46.5%
122. Sunshine Elementary	9	1964-2002	15 14	0	427	823.9	51.8%
123. Tamarac Elementary	8	1974-2004	7	0	594	1,419	41.9%
124. Tedder Elementary	12	1964-2004	14	0	619	1,364	45.4%
125. Thurgood Marshall Elementary	8	1991-2002	6	1	322	803	40.1%
126. Tradewinds Elementary	12	1995-2008	4	9	930	1,380	67.4%
127. Tropical Elementary	10	1971-2008	6	0	780	946	82.5%
128. Village Elementary	11	1968-2009	13	0	678	917	73.9%
129. Virginia Shuman Young Elementary	8	1993-1993	8	0	461	1,086	42.5%
130. Walker Elementary	9	1959-2009	~~8~~ 9	0	390	895	43.6%
131. Watkins Elementary	10	1995-1995	2	0	626	915	68.4%
132. Welleby Elementary	13	1991-2004	6	6	479	687	69.7%
133. West Hollywood Elementary	11	1991-1991	5	5	322	803	40.1%
134. Westchester Elementary	10	1976-2009	10	~~6~~ 1	979	1,060	92.4%
135. Westwood Heights Elementary	9	1958-2008	12	2	522	859.1	60.8%
136. Wilton Manors Elementary	8	1995-1998	5	0	567	677	83.8%
137. Winston Park Elementary	12	1990-2004	12	0	950	1191	79.8%
Total:	1,502		1,030	404	83,667	124,065	65.89%

Source: School Board of Broward County, ~~2023~~ 2024.

For the ~~2023-24~~ 2024-25 school year, all but ~~one~~ two elementary schools met the LOS standards. Only Embassy Creek Elementary and Heron Heights Elementary had enrollment greater than ~~its~~ their LOS capacity, which is the adopted LOS standard. Elementary school locations and attendance zones/concurrency service areas (CSAs) are illustrated in Appendix PSF-B. Elementary school enrollment, including prekindergarten, for ~~2023-24~~ 2024-25, not including Broward Virtual Elementary, centers, charters, or schools without attendance areas, is ~~88,304~~ 83,667 students.

3. Middle Schools

There are 37 public middle schools in Broward County as of ~~2023-24~~ 2024-25 not including Broward Virtual Middle or schools without attendance boundaries. A profile of these schools is shown by Table PSF-10.

Table PSF-10: Current Profile – Broward County Middle Schools ~~2023-24~~ 2024-25

Facility Name	Site Size (Acres)	Age Range	Permanent Buildings	Relocatable Buildings	Current Enrollment (Benchmark Day)	LOS Capacity	% of Capacity
1. Apollo Middle	15	1969-2007	8	16	1,145	1,559	73.4%
2. Attucks Middle	24	1960-1997	8	0	637	1,367	46.6%
3. Bair Middle	10	1975-1993	4	5	705	1,319	53.5%
4. Coral Springs Middle	23	1975-2005	4	0	986	2,094	47.1%
5. Crystal Lake Middle	15	1971-2002	3	13	931	1,585	58.7%
6. Deerfield Beach Middle	33	1960-2003	10	4	1,149	1,491	77.1%
7. Driftwood Middle	22	1961-2005	13	4	951	1,734	54.8%
8. Falcon Cove Middle	21	1999-2020	3	0	2,098	2,497	84.0%
9. Forest Glen Middle	20	1990-2004	19	0	1,038	1,790	58.0%
10. Glades Middle	20	2006-2008	4	8	1,034	2,026	51.0%
11. Indian Ridge Middle	26	1995-2005	5	28	1,837	2,233	82.3%
12. James S. Rickards Middle	13	1968-2004	5	~~38~~ 35	776	1,704	45.5%
13. Lauderdale Lakes Middle	14	1969-1976	4	17	778	1,246	62.4%
14. Lauderhill 6-12	22	1969-1995	7	8	711	1,055	67.4%
15. Lyons Creek Middle	14	1999-2006	3	~~3~~ 0	1,478	2,108	70.1%
16. Margate Middle	23	1966-2001	9	1	937	1,522	61.5%

17.	McNicol Middle	12	1997-1997	2	0	620	1,451	42.7%
18.	Millennium 6-12 Collegiate Academy	13	2001-2006	4	7	1,461	1,780	82.1%
19.	New Renaissance Middle	20	2000-2000	4	0	1,002	1,723	58.2%
20.	New River Middle	18	1995-1995	3	~~6~~ 1	1,577	1,536	102.7%
21.	Olsen Middle	20	1954-1991	18	0	600	1,188	50.5%
22.	Parkway Middle	15	1958-2010	~~27~~ 18	0	910	2,023	45.0%
23.	Pines Middle	21	1993-2005	3	0	642	1,946	33.0%
24.	Pioneer Middle	16	1975-1991	5	44	1,451	1,662	87.3%
25.	Plantation Middle	22	1969-2004	5	0	561	887	63.3%
26.	Pompano Beach Middle	14	1964-2008	10	~~9~~ 10	1,091	1,246	87.6%
27.	Ramblewood Middle	17	1976-2005	4	0	1,002	1,448	69.2%
28.	Sawgrass Springs Middle	20	1995-1998	8	3 1	965	1,342	71.9%
29.	Seminole Middle	21	1958-2009	5	~~12~~ 15	1,024	1,415	72.4%
30.	Silver Lakes Middle	20	1983-2002	15	0	737	1,152	64.0%
31.	Silver Trail Middle	22	1995-2009	3	~~27~~ 12	1,192	1,659	71.9%
32.	Sunrise Middle	19	1991-1999	15	8	1,137	1,403	81.0%
33.	Tequesta Trace Middle	23	1990-2006	19	4	1,310	1,500	87.3%
34.	Walter C. Young Middle	30	1987-2008	16	0	690	1,451	47.6%
35.	Westglades Middle	24	2001-2001	4	19	1,642	1,834	89.5%
36.	Westpine Middle	18	1990-2006	19	0	738	1,419	52.0%
37.	William Dandy Middle	19	1991-1995	19	5	659	1,246	52.9%
	Total:	719		308	264	38,202	58,641	65.1%

Source: School Board of Broward County, ~~2023-24~~ 2024-25.

Middle school locations and attendance zones/concurrency service areas (CSAs) are illustrated in Appendix PSF-C. Middle school enrollment for ~~2023-24~~ 2024-25 is ~~39,804~~ 38,202 students not including Broward Virtual Middle, centers, or charters. For the ~~2023-24~~ 2024-25 school year, all but one middle school satisfied the LOS standards. Only New River Middle had enrollment greater than their LOS capacity, which is the adopted LOS standard.

4. High Schools

There are 27 public high schools in Broward County as of ~~2023-24~~ 2024-25 not including Broward Virtual High or schools without attendance boundaries. A profile of these schools is shown by Table PSF-11.

Table PSF-11: Current Profile – Broward County High Schools ~~2023-24~~ 2024-25

Facility Name	Site Size (Acres)	Age Range	Permanent Buildings	Relocatable Buildings	Current Enrollment (Benchmark Day)	LOS Capacity	% of Capacity
1. Blanche Ely High	39	1952-2010	23	0	1,931	3,011	64.1%
2. Boyd H. Anderson High	32	1972-2010	14	1	2,286	3,138	72.8%
3. Charles W. Flanagan High	42	1995-2019	14	0	2,213	3,053	72.5%
4. Coconut Creek High	40	1964-2000	15	34	1,982	2,849	69.6%
5. Cooper City High	35	1971-2009	31	2	2,417	2,489	97.1%
6. Coral Glades High	45	2003-2008	4	0	2,860	2,910	98.3%
7. Coral Springs High	37	1975-2005	9	13	2,221	3,219	69.0%
8. Cypress Bay High	45	2001-2020	9	0	4,585	5,088	90.1%
9. Deerfield Beach High	40	1969-2010	16	22	2,144	2,874	74.6%
10. Dillard 6-12	52	1959-2019	17	0	2,030	2,834	71.6%
11. Everglades High	45	2002-2010	5	22	1,994	3,016	66.1%
12. Fort Lauderdale High	28	1958-2007	12	0	2,288	2,236	102.3%
13. Hallandale High	28	1976-1976	6	10	1,055	1,819	58.0%
14. Hollywood Hills High	30	1968-2006	7	19	1,720	2,389	72.0%
15. J. P. Taravella High	31	1979-2006	10	18	2,456	3,742	65.6%
16. Marjory Stoneman Douglas High	45	1990-2020	~~15~~ 14	~~2~~ 11	3,098	3,385	91.5%
17. McArthur High	40	1958-2002	31	5	1,868	2,341	79.8%
18. Miramar High	38	1969-2005	13	~~8~~ 0	1,965	2,808	70.0%
19. Monarch High	45	2002-2005	7	10	2,237	2,366	94.5%

20. Northeast High	52	1958-2010	~~29~~ 24	3	1,717	2,109	81.4%
21. Piper High	30	1971-2007	~~18~~ 19	~~39~~ 0	2,266	2,619	86.5%
22. Plantation High	35	1963-2009	22	~~3~~ 0	1,702	2,861	59.5%
23. South Broward High	25	1947-2008	~~28~~ 27	0	2,372	2,527	93.9%
24. South Plantation High	32	1969-2006	15	7	2,321	2,615	88.8%
25. Stranahan High	38	1951-2004	27	2	1,308	2,558	51.1%
26. West Broward High	43	2007-2008	8	0	2,543	3,038	83.7%
27. Western High	40	1979-2009	19	23	3,560	3,764	94.6%
Total:	1,032		418	202	61,139	77,658	78.7%

Source: School Board of Broward County, ~~2023~~ 2024.

High school locations and attendance zones/concurrency service areas (CSAs) are illustrated in Figure PSF-D. High school enrollment for ~~2023-24~~ 2024-25 was ~~61,675~~ 61,139 students, not including Broward Virtual High, centers or charters, or schools without attendance boundaries. For the ~~2023-24~~ 2024-25 school year, ~~Monarch~~ Fort Lauderdale High School is the only high school with enrollment greater than the LOS capacity. Note: Atlantic Technical, McFatter Technical, Sheridan Technical, Nova, College Academy at BC, and Pompano Beach Institute of International Studies are not traditional high schools with attendance boundaries/concurrency service areas, and therefore are not subject to LOS requirements.

5. Charter Schools

There are ~~90~~ 88 charter schools operating in Broward County as of the ~~2023-24~~ 2024-25 school year. The profiles of these schools are shown in Table PSF-12.

Table PSF-12: Current Profile – Broward County Charter Schools ~~2023-24~~ 2024-25

School Name & Location	Grades Served	Contract Capacity	Enrollment 2024-25	Over/(Under) Contract Capacity	Projected Enrollment 2029-30
1. Academic Solutions Academy - A 2000 W. Commercial Blvd Fort Lauderdale, FL 33309	9-12	350	213	-137	213
2. Academic Solutions High School	9-12	350	227	-123	227

School Name & Location	Grades Served	Contract Capacity	Enrollment 2024-25	Over/(Under) Contract Capacity	Projected Enrollment 2029-30
2000 W. Commercial Blvd Fort Lauderdale, FL 33309					
3. Andrews High School (f/k/a Mavericks High School of North Broward) 3500 N. Andrews Avenue Pompano Beach, FL 33064	9-12	550	255	-295	255
4. Ascend Career Academy 5251 Coconut Creek Parkway Margate, FL 33063	9-12	1,000	217	-783	217
5. Atlantic Montessori Charter School 9893 Pines Boulevard Pembroke Pines, FL 33024	K-3	144	72	-72	72
6. Atlantic Montessori Charter School - West Campus 2550 South Flamingo Rd. Davie, FL 33325	K-5	150	123	-27	123
7. Avant Garde Academy 2025 McKinley Street Hollywood, FL 33020	6-12	1,074	1,130	56	1,130
8. Avant Garde Academy Foundation K8-Broward 2025 McKinley Street Hollywood, FL 33020	K-2	100	93	-7	93
9. Avant Garde Academy K8-Broward 2025 McKinley Street Hollywood, FL 33020	K-5	1050	963	-87	963
10. Ben Gamla Charter School 2620 Hollywood Boulevard Hollywood, FL 33020	K-5	625	355	-270	355

School Name & Location	Grades Served	Contract Capacity	Enrollment 2024-25	Over/(Under) Contract Capacity	Projected Enrollment 2029-30
11. Ben Gamla Charter School North ~~Campus~~ Broward 2620 Hollywood Boulevard Hollywood, FL 33020	K-5	900	292	-608	292
12. Ben Gamla Charter School South Broward 6501 W. Sunrise Boulevard Plantation, FL 33313	K-8	1,035	292	-743	292
13. BridgePrep Academy of Broward K-8 1400 N. 46th Avenue Hollywood, FL 33021	K-8	1000	145	-855	145
14. Bridge Prep Academy of Hollywood Hills 1400 N. 46th Avenue Hollywood, FL 33021	K-5	500	353	-147	353
15. Broward Math and Science Schools 6101 N.W. 31st Street Margate, FL 33063	K-8	1,200	270	-930	270
16. Central Charter School 4515 North State Road 7 Lauderdale Lakes, FL 33319	K-8	1600	1392	-208	1392
17. Championship Academy of Distinction at Davie ~~(f/k/a Florida Intercultural Academy West)~~ 3367 N. University Drive Davie, FL 33024	K-8	692	420	-272	420
18. Championship Academy of Distinction at Hollywood ~~(f/k/a Florida Intercultural Academy)~~ 1100 Hillcrest Drive Hollywood, FL 33021	K-5	600	258	-342	258

School Name & Location	Grades Served	Contract Capacity	Enrollment 2024-25	Over/(Under) Contract Capacity	Projected Enrollment 2029-30
19. Championship Academy of Distinction Middle School 1100 Hillcrest Drive Hollywood, FL 33021	6-8	374	245	-129	245
20. Charter School of Excellence 1217 S.E. 3rd Avenue Fort Lauderdale, FL 33316	K-5	310	166	-144	166
21. Charter School of Excellence at Davie 2801 N. University Drive Pembroke Pines, FL 33024	K-5	350	225	-125	225
22. City of Pembroke Pines East/West/Central 12350 Sheridan Street Pembroke Pines, FL 33026	K-5	2,470	2,028	-442	2,028
23. City of Pembroke Pines High 17189 Sheridan Street Pembroke Pines, FL 33331	6-12	2,144	2,174	30	2,174
24. City of Pembroke Pines Middle West/ Central 18500 Pembroke Road Pembroke Pines, FL 33029	6-8	1,398	1,352	-46	1,352
25. Coral Springs Charter School 3205 N. University Drive Coral Springs, FL 33065	6-12	1600	1,766	166	1766
26. Eagles' Nest Charter Academy (formerly Eagles' Nest Elementary Charter School) 3698 NW 15th Street Lauderhill, FL 33311	K-8	800	318	-482	318

School Name & Location	Grades Served	Contract Capacity	Enrollment 2024-25	Over/(Under) Contract Capacity	Projected Enrollment 2029-30
27. Eagles' Nest Middle Charter School 201 N. University Drive Coral Springs, FL 33071	6-8	800	50	-750	50
28. Everest Charter School 10038-10044 W. Mc Nab Road Tamarac, FL 33321	K-8	205	147	-58	147
29. Franklin Academy - Pembroke Pines ~~(f/k/a Franklin Academy 'A')~~ 18800 Pines Boulevard Pembroke Pines, FL 33029	K-8	1,750	1,351	-399	1,351
30. Franklin Academy - Pembroke Pines High School ~~(f/k/a Franklin Academy 3)~~ 5000 SW 207th Terrace Pembroke Pines, FL 33332	9-12	1,340	1,263	-77	1,263
31. Franklin Academy Cooper City ~~(f/k/a Franklin Academy 'E')~~ 6301 Flamingo Road Cooper City, FL 33330	K-8	1,385	1,316	-69	1,316
32. Franklin Academy 'F' 5000 SW 207th Terrace Pembroke Pines, FL 33332	K-8	1,340	923	-417	923
33. Franklin Academy Sunrise ~~(f/k/a Franklin Academy 'B')~~ 4500 NW 103rd Avenue Sunrise, FL 33351	K-8	1,340	1,337	-3	1,337
34. Greentree Prep Charter School	K-8	365	280	-85	280

School Name & Location	Grades Served	Contract Capacity	Enrollment 2024-25	Over/(Under) Contract Capacity	Projected Enrollment 2029-30
6301 SW 160th Avenue Southwest Ranches, FL 33331					
35. Hollywood Academy of Arts and Science 1705 Van Buren Street Hollywood, FL 33020	K-5	1,100	1,139	39	1,139
36. Hollywood Academy of Arts and Science Middle 1705 Van Buren Street Hollywood, FL 33020	6-8	450	447	-3	447
37. Imagine School at Broward 9001 Westview Drive Coral Springs, FL 33067	K-8	1,400	1,078	-322	1,078
38. Imagine Charter School at Weston 2500 Glades Circle Weston, FL 33327	K-8	1,075	1,092	17	1,092
39. Imagine Charter School at North Lauderdale Elementary 1395 S State Road 7 North Lauderdale, FL 33068	K-5	700	427	-273	427
40. Imagine Schools - Plantation Campus 8200 Peters Road Plantation, FL 33324	K-8	1,340	442	-898	442
41. Innovation Charter School 600 SW 3rd Street Pompano Beach 33060	K-5	580	402	-178	402
42. International School of Broward 3100 N. 75th Avenue Hollywood, FL 33024	6-12	675	72	-603	72

School Name & Location	Grades Served	Contract Capacity	Enrollment 2024-25	Over/(Under) Contract Capacity	Projected Enrollment 2029-30
43. International Studies Academy High School 2650 Van Buren Street Hollywood, Florida 33020	9-12	292	236	-56	236
44. International Studies Academy Middle School 2650 Van Buren Street Hollywood, Florida 33020	6-8	380	288	-92	288
45. New Life Charter Academy 3550 Davie Blvd Ft Lauderdale, FL 33312	K-5	300	112	-188	112
46. North Broward Academy of Excellence Elementary 8200 S.W. 17th Street North Lauderdale, FL 33068	K-5	763	666	-97	666
47. North Broward Academy of Excellence Middle 8200 S.W. 17th Street North Lauderdale, FL 33068	6-8	800	374	-426	374
48. Panacea Prep Charter School 201 N. University Drive Coral Springs, FL 33071	K-5	348	114	-234	114
49. Paragon Academy of Technology 502 N. 28th Avenue Hollywood, FL 33020	6-12	500	123	-377	123
50. Renaissance Charter School at Cooper City 2800 N. Palm Avenue Cooper City, FL 33026	K-8	1,504	1,215	-289	1,215
51. Renaissance Charter Middle School at Pines	6-8	1,420	479	-941	479

School Name & Location	Grades Served	Contract Capacity	Enrollment 2024-25	Over/(Under) Contract Capacity	Projected Enrollment 2029-30
10501 Pines Boulevard Pembroke Pines, FL 33026					
52. Renaissance Charter School at University 8399 N. University Drive Tamarac, FL 33321	K-8	1,504	1,448	-56	1,448
53. Renaissance Charter School at Coral Springs 6250 W. Sample Road Coral Springs, FL 33067	K-8	1,504	1,501	-3	1,501
54. Renaissance Charter School at Plantation 6701 W. Sunrise Boulevard Plantation, FL 33313	K-8	1,800	861	-939	861
55. Renaissance Charter Schools at Pines 10501 Pines Boulevard Pembroke Pines, FL 33026	K-5	1145	777	-368	777
56. RISE Academy School of Science and Technology 6101 N.W. 31st Street Margate, FL 33063	K-8	700	360	-340	360
57. Sandra Marie Curtis High School 424 W Sunrise Boulevard Fort Lauderdale, FL 33311	9-12	550	276	-274	276
58. Somerset Academy Charter Conservatory High 20807 Johnson Street Pembroke Pines, FL 33029	9-12	400	400	0	400
59. Somerset Academy Charter High School Miramar 9300 Pembroke Road Miramar, FL 33025	9-12	1,000	329	-671	329

School Name & Location	Grades Served	Contract Capacity	Enrollment 2024-25	Over/(Under) Contract Capacity	Projected Enrollment 2029-30
60. Somerset Academy Charter School Miramar 12601 Somerset Boulevard Miramar, FL 33027	9-12	400	400	0	400
61. Somerset Academy Davie 3788 Davie Road Davie, FL 33314	9-12	1,000	329	-671	329
62. Somerset Academy East Preparatory 2000 S. State Road 7 Miramar, FL 33023	9-12	400	400	0	400
63. Somerset Academy Elementary 19620 Pines Boulevard Pembroke Pines, FL 33029	9-12	1,000	329	-671	329
64. Somerset Academy Elementary South Campus 19620 Pines Boulevard Pembroke Pines, FL 33029	9-12	400	400	0	400
65. Somerset Academy Charter High School 20805 Johnson Street Pembroke Pines, FL 33029	9-12	1,450	1,441	-9	1,441
66. Somerset Academy Key Middle School (f/k/a Somerset Academy Pompano Middle) 959 SE 6th Avenue Deerfield Beach, FL 33441	6-8	495	372	-123	372
67. Somerset Academy Middle 20803 Johnson Street Pembroke Pines, FL 33029	6-8	1,050	1,045	-5	1,045
68. Somerset Academy Miramar Middle 12601 Somerset Boulevard Miramar, FL 33027	6-8	480	408	-72	408

School Name & Location	Grades Served	Contract Capacity	Enrollment 2024-25	Over/(Under) Contract Capacity	Projected Enrollment 2029-30
69. Somerset Academy Neighborhood 9300 Pembroke Road Miramar, FL 33025	K-5	500	466	-34	466
70. Somerset Academy Pompano Elementary 1101 NW 33rd Street Pompano Beach, FL 33064	K-5	750	159	-591	159
71. Somerset Academy Riverside 2251 Riverside Drive Coral Springs, FL 33065	K-5	750	431	-319	431
72. Somerset Academy Riverside Middle School 2251 Riverside Drive Coral Springs, FL 33065	6-8	525	310	-215	310
73. Somerset Charter Academy at North Lauderdale 7101 Kimberly Boulevard North Lauderdale, FL 33068	K-8	1,000	700	-300	700
74. Somerset Academy Key Charter High School 959 SE 6th Avenue Deerfield Beach, FL 33441	9-12	740	301	-439	301
75. Somerset Miramar South 12425 S.W. 53rd Street Miramar, FL 33025	K-5	750	216	-534	216
76. Somerset Parkland Academy 8401 University Drive Parkland, FL 33076	K-8	1,280	991	-289	991
77. Somerset Pines Academy 901 N.E. 33rd Street Pompano Beach, FL 33064	K-5	900	453	-447	453

School Name & Location	Grades Served	Contract Capacity	Enrollment 2024-25	Over/(Under) Contract Capacity	Projected Enrollment 2029-30
78. Somerset Preparatory Academy Charter High ~~School at North Lauderdale~~ Broward Campus 7101 Kimberly Boulevard North Lauderdale, FL 33068	9-12	1,000	345	-655	345
79. Somerset Preparatory Charter Middle ~~School~~ 9300 Pembroke Road Miramar, FL 33025	6-8	600	364	-236	364
80. Somerset Village Academy 225 N.W. 29th Street Wilton Manors, FL 33311	K-5	750	252	-498	252
81. Somerset Village ~~Charter~~ Academy Middle ~~School~~ 225 N.W. 29th Street Wilton Manors, FL 33311	6-8	750	163	-587	163
82. South Broward Montessori Charter School 520 N.W. 5th Street Hallandale Beach, FL 33009	K-5	348	175	-173	175
83. Summit Academy Charter Academy 11421 NW 56th Drive Coral Springs, FL 33076	K-8	640	400	-240	400
84. SunEd High School of North Broward 1117 Banks Road Margate, FL 33063	9-12	550	332	-218	332
85. SunEd High School of South Broward 2744 Davie Boulevard Fort Lauderdale, FL 33312	9-12	400	358	-42	358

School Name & Location	Grades Served	Contract Capacity	Enrollment 2024-25	Over/(Under) Contract Capacity	Projected Enrollment 2029-30
86. SunFire High School ~~(f/k/a SunEd High School)~~ 2360 W. Oakland Park Boulevard Oakland Park, FL 33311	9-12	550	484	-66	484
~~Sunrise High (f/k/a Mavericks High of Central Broward County) 424 W. Sunrise Boulevard Fort Lauderdale, FL 33311~~		~~550~~	~~370~~	~~-180~~	~~N/A~~
87. Sunshine Elementary Charter 502 N. 28th Avenue Hollywood, FL 33020	K-5	500	221	-279	221
88. West Broward Academy ~~(f/k/a West Broward Academy at Excelsior)~~ 5281 Coconut Creek Parkway Margate, FL 33063	K-8	910	785	(125)	785
~~Sunrise High (f/k/a Mavericks High of Central Broward County) 424 W. Sunrise Boulevard Fort Lauderdale, FL 33311~~		~~550~~	~~400~~	~~-150~~	~~N/A~~
~~West Broward Academy (f/k/a West Broward Academy at Excelsior) 5281 Coconut Creek Parkway Margate, FL 33063~~		~~910~~	~~636~~	~~-274~~	~~N/A~~
Total:		73,989	49,699	-24,290	49,699

Source: School Board of Broward County, ~~2023~~ 2024. Benchmark Day student enrollment from ~~TERMS~~ FOCUS Contract Capacity reported by Charter Schools Support.

Charter school locations are illustrated in Appendix PSF-E. They have a District-wide attendance zone/concurrency service area, which means they are not subject to LOS requirements. Charter

school enrollment for school enrollment for ~~2023-24~~ 2024-25 was ~~51,099~~ 49,699 students. Table PSF-12 indicates that charter schools are under-enrolled by ~~nearly 25,000~~ about 24,000 students.

C. Projected 5-Year School Enrollment, Capacity, LOS, and Improvement Costs

The analysis of the current and five (5) year projected data of school facilities is compiled in the LOS Plan contained within the Adopted District Educational Facilities Plan. It includes the years ~~2023-24~~ 2024-25 through ~~2027-28~~ 2028-29. The LOS Plan is a matrix that contains the data to demonstrate each elementary, middle, and high school's ability to meet the adopted LOS Standard during each DEFP period. It is calculated by dividing the projected enrollment by the LOS capacity of the facility. Based upon the newly adopted Third Amended and Restated ILA, LOS Capacity is implemented as the higher of: 100% gross capacity or 110% permanent FISH capacity.

1. Concurrency Costs – Affected Parties

The costs associated with achieving and maintaining the LOS during the five (5) year period are paid for by both public and private funding sources. The Revenue and Appropriations Summary within the Adopted DEFP details the primary public and private entities that pay for the capacity improvements. Property taxes are the primary revenue source. School impact fees are another source collected from developers to address capacity improvement costs.

School Impact fees are imposed and collected pursuant to the Broward County Land Development Code. Capital outlay funding in the DEFP is contingent on school impact fees being appropriated for a portion of the debt service, however, impact fees may also be used for other capacity additions that meet the requirements of a school impact fee project.

The Adopted DEFP includes costs associated with capacity additions for those school facilities not currently meeting the LOS. The improvement costs are derived from the financially feasible DEFP. There may be additional costs to meet concurrency which are addressed through Proportionate Share Mitigation provisions. These provisions and requirements are outlined in the Third Amended and Restated Interlocal Agreement, specifically, Sections 8.14 and 8.15.

2. Land Area Requirements

New schools or school additions are not planned which would require additional land. As such, the Adopted DEFP does not contain information to indicate the number of acres needed per school type or a listing of planned school site acquisitions.

In accordance with Growth Management Policy 1161, the School Board adopted new "urban school" standards intended to reduce the acreage amounts required to build schools given the diminishing availability of land in Broward County.

D. Projected 10-Year School Enrollment, Capacity, LOS and Improvement Costs

The long-term planning period for school facilities is ten years. Table PSF-13 below represents capacity needs information for the end of the ten-year period through ~~2033-34~~ 2034-35. The data compares the School District's LOS by grade level and Planning Area to the ~~2033-34~~ 2034-35 projected student enrollments and the available LOS capacity. The cumulative information presents a total LOS capacity of ~~265,629~~ 260,366 versus a projected enrollment of ~~163,127~~ 151,143 or an excess of ~~102,502~~ 109,223 seats. The cumulative total solely based on permanent capacity is ~~233,885~~ 226,969 with an excess of ~~70,758~~ 75,826 seats.

Table PSF-13: Projected 10-Year School Facilities by Planning Area and District-Wide

Planning Area	School Type	LOS (The Greater of 110% Permanent Capacity or 100% Gross Capacity)	Projected Enrollment 2034-35	Surplus or (Deficit) Capacity	Improvement Strategy	Projected Cost	Projected Added Capacity
Area 1	Elementary School	18,358	9,254	9,104	None	N/A	N/A
	Middle School	7,299	2,978	4,322	None	N/A	N/A
	High School	9,076	6,132	2,944	None	N/A	N/A
Area 2	Elementary School	16,181	5,676	10,505	None	N/A	N/A
	Middle School	8,805	3,183	5,623	None	N/A	N/A
	High School	11,915	7,192	4,723	None	N/A	N/A
Area 3	Elementary School	12,118	7,226	4,892	None	N/A	N/A
	Middle School	4,643	3,149	1,494	None	N/A	N/A
	High School	6,903	4,741	2,162	None	N/A	N/A
Area 4	Elementary School	21,677	11,764	9,913	None	N/A	N/A
	Middle School	11,440	5,915	5,525	None	N/A	N/A
	High School	13,256	9,229	4,027	None	N/A	N/A
Area 5	Elementary School	19,118	11,247	7,871	None	N/A	N/A
	Middle School	9,195	3,178	6,017	None	N/A	N/A
	High School	11,452	7,424	4,028	None	N/A	N/A
Area 6	Elementary School	19,223	12,556	6,667	None	N/A	N/A
	Middle School	9,307	6,529	2,778	None	N/A	N/A
	High School	13,956	12,406	1,550	None	N/A	N/A
Area 7	Elementary School	17,392	9,680	7,712	None	N/A	N/A
	Middle School	7,952	4,305	3,647	None	N/A	N/A
	High School	11,100	7,379	3,721	None	N/A	N/A

District-Wide	Elementary School	124,067	67,403	56,664	None	N/A	N/A
	Middle School	58,641	29,237	29,406	None	N/A	N/A
	High School	77,658	54,503	23,155	None	N/A	N/A
Total:		260,366	151,143	109,223		$0	N/A

Source: School Board of Broward County, ~~2023~~ 2024.

Based on LOS capacity, there are no planning areas where there is projected to be a deficit of seats.

E. Collocation of School Facilities

Collocated public school facilities and local government public/civic facilities are located adjacent to each other and used by both the School Board and local governments through the use of a Recreation Lease Agreement. Shared use facilities are not located adjacent to each other and are owned by either the School Board or the local government. Such facilities are shared by both parties through mutual agreement or understanding. Article IX of the Third Amended and Restated Interlocal Agreement for Public School Facility Planning includes a process to ensure that the opportunity for collocation is maximized to the greatest extent possible.

F. Emergency Shelters

New educational facilities located outside the Hurricane Evacuation Zones (Plan A or B) as shown on the Broward County Hurricane Evacuation Map (ND-1) are required to have core facility areas designed as Enhanced Hurricane Protection Areas, unless the facility is exempted based on a recommendation by the local emergency management agency or the Florida Department of Economic Opportunity. Certain factors are considered to qualify for the exemption, such as low evacuation demand, size, location, accessibility and storm surge. For example, if the County has adequate shelter capacity, a school may be exempt. Table PSF-14 is an inventory of schools within Broward County that serve as general population emergency shelters. There are five (5) additional schools within Broward County designated as "Special Needs Shelters." Since these shelters are not publicly advertised by Broward County, they are not included on the inventory of school shelters listing.

Table PSF-14: List of Emergency Shelters 2024

School Name	Type	Address
Arthur Ashe Rock Island	General Population	1701 NW 23rd Ave, Fort Lauderdale, FL 33311
Beachside Montessori Village	General Population	2230 Lincoln St, Hollywood, FL 33020
Challenger ES	General Population	5703 NW 94 Ave, Tamarac, FK 33321
Coconut Palm ES	General Population	13601 Monarch Lakes Blvd, Miramar, FL 33027
Coral Cove ES	General Population	5100 SW 148th Ave, Miramar, FL 33027
Coral Glades HS	General Population	2700 Sportsplex Dr, Coral Springs, FL 33065
Dolphin Bay ES	General Population	16450 Miramar Pkwy, Miramar, FL 33027
Everglades ES	General Population	2900 Bonaventure Blvd, Weston, FL 33331
Everglades HS	Pet Friendly	17100 SW 48th Ct, Miramar, FL 33027

Falcon Cove MS	Pet Friendly	4251 Bonaventure Blvd, Weston, FL 33332
Fox Trail ES	General Population	1250 S Nob Hill Rd, Davie, FL 33324
Gator Run ES	General Population	1101 Glades Parkway, Weston, FL 33327
Hallandale ES (Gulfstream Acd)	General Population	1000 SW 3rd St, Hallandale Beach, FL 33009
Indian Ridge MS	Special Needs	1355 Nob Hill Rd, Davie, FL 33324
Lakeside ES	General Population	900 NW 136th Ave, Pembroke Pines, FL 33028
Liberty ES	General Population	2460 Banks Rd, Margate, FL 33063
Lyons Creek MS	Pet Friendly	4333 Sol Press Blvd, Coconut Creek, FL 33073
Manatee Bay ES	General Population	19200 SW 36th St, Weston, FL 33331
McNicol MS	Special Needs	1602 S. 27 Ave, Hollywood, FL 33020
Monarch HS	General Population	5050 Wiles Rd, Coconut Creek, FL 33066
New Renaissance MS	General Population	10701 Miramar Blvd, Miramar, FL 33027
New River MS	Special Needs	3100 Riverland Rd, Fort Lauderdale, FL 33312
Orange Brook ES	General Population	715 S 46th Ave, Hollywood, FL 33021
Panther Run ES	General Population	801 SW 172nd Ave, Pembroke Pines, FL 33029
Park Lakes ES	General Population	3925 N SR7, Lauderdale Lakes, FL 33319
Park Trails ES	General Population	10700 Trails End, Parkland, FL 33076
Parkside ES	General Population	10257 NW 29th St, Coral Springs, FL 33065
Pines MS	General Population	200 N Douglas Rd, Pembroke Pines, FL 33024
Plantation ES	General Population	651 NW 42nd Ave, Plantation, FL 33317
Pompano Beach HS	General Population	600 NE 13th Ave, Pompano Beach, FL 33060
Rock Island ES	General Population	2350 N.W. 19 St, Fort Lauderdale, FL 33311
Sheridan Technical High School	Special Needs	3775 SW 16 St, Fort Lauderdale, FL 33312
Silver Lakes ES	General Population	2300 SW 173rd Ave, Miramar, FL 33029
Silver Palms ES	General Population	1209 NW 155th Ave, Pembroke Pines, FL 33028
Silver Shores ES	General Population	1701 SW 160th Ave, Miramar, FL 33027
Silver Trail MS	General Population	18300 Sheridan Street, Pembroke Pines, FL 33331
Sunset Lakes ES	General Population	18400 SW 25th St, Miramar, FL 33027
Tradewinds ES	General Population	5400 Johnson Rd, Coconut Creek, FL 33073
Watkins ES	General Population	3520 SW 52nd Ave, Pembroke Park, FL 33023
West Broward HS	General Population	500 NW 209 Ave, Pembroke Pines, FL 33029
Westglades MS	Special Needs	11000 Holmberg Rd, Parkland, FL 33079

Source: Broward County Emergency Management Division, ~~2023~~ 2024.

G. Funding Sources for Capital Improvements

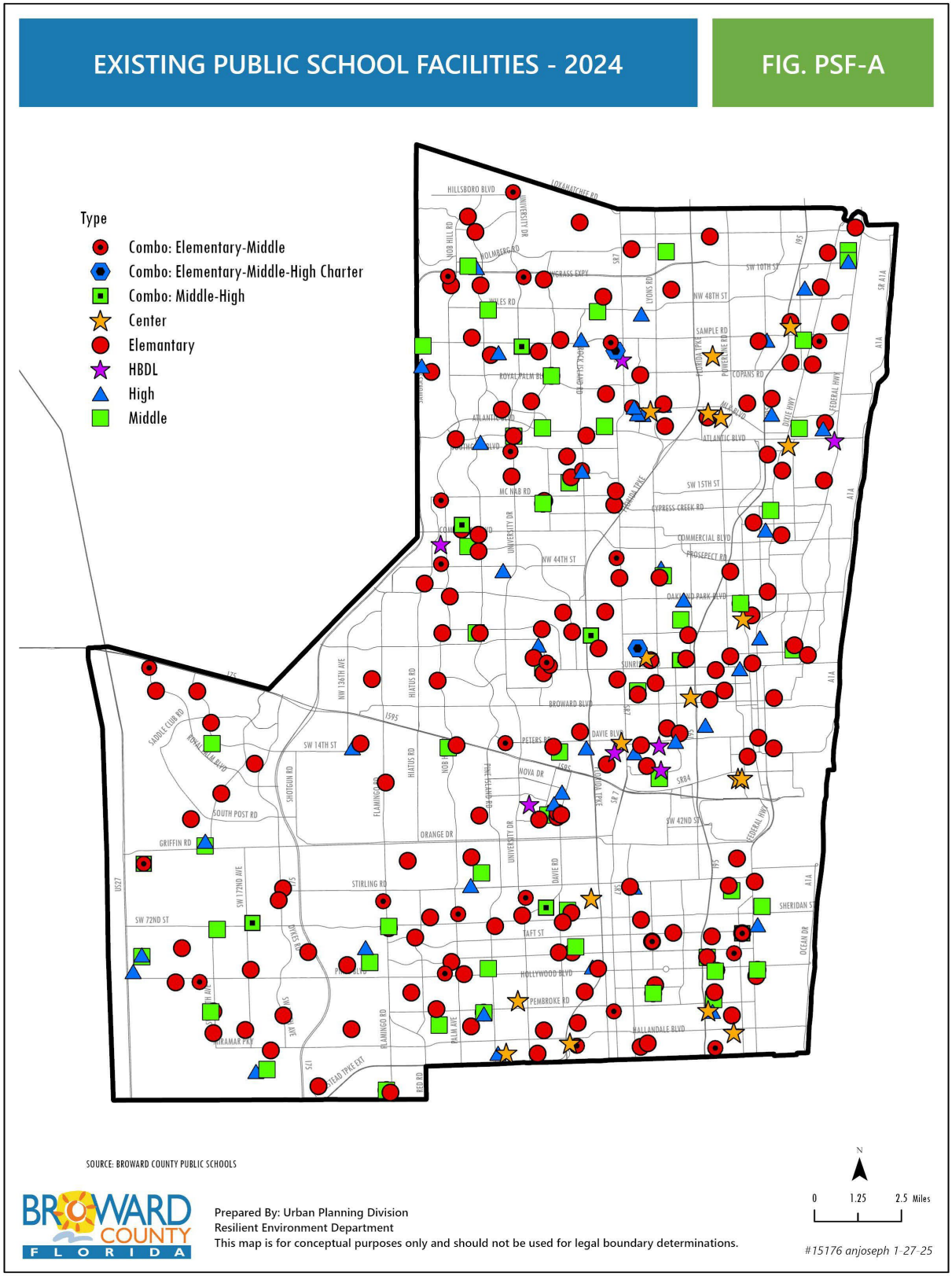
The School Board of Broward County has total projected revenue and financing sources of ~~$3.71~~ $3.81 billion for public school capital improvements for the 5-year period ending ~~2027-28~~ 2028-29. This projected revenue is depicted in the Revenue and Appropriations Summary of the Adopted DEFP. The major source of revenues is millage, which is collected from local property taxes. It comprises ~~64%~~ 69% of total revenues. The primary appropriations are for construction programs, debt service, maintenance, and renovation of district facilities. These sources comprise ~~66%~~ 68% of total appropriations.

The projected capital outlays, by school facility for the 5-year period are depicted in the 5-Year Adopted DEFP.

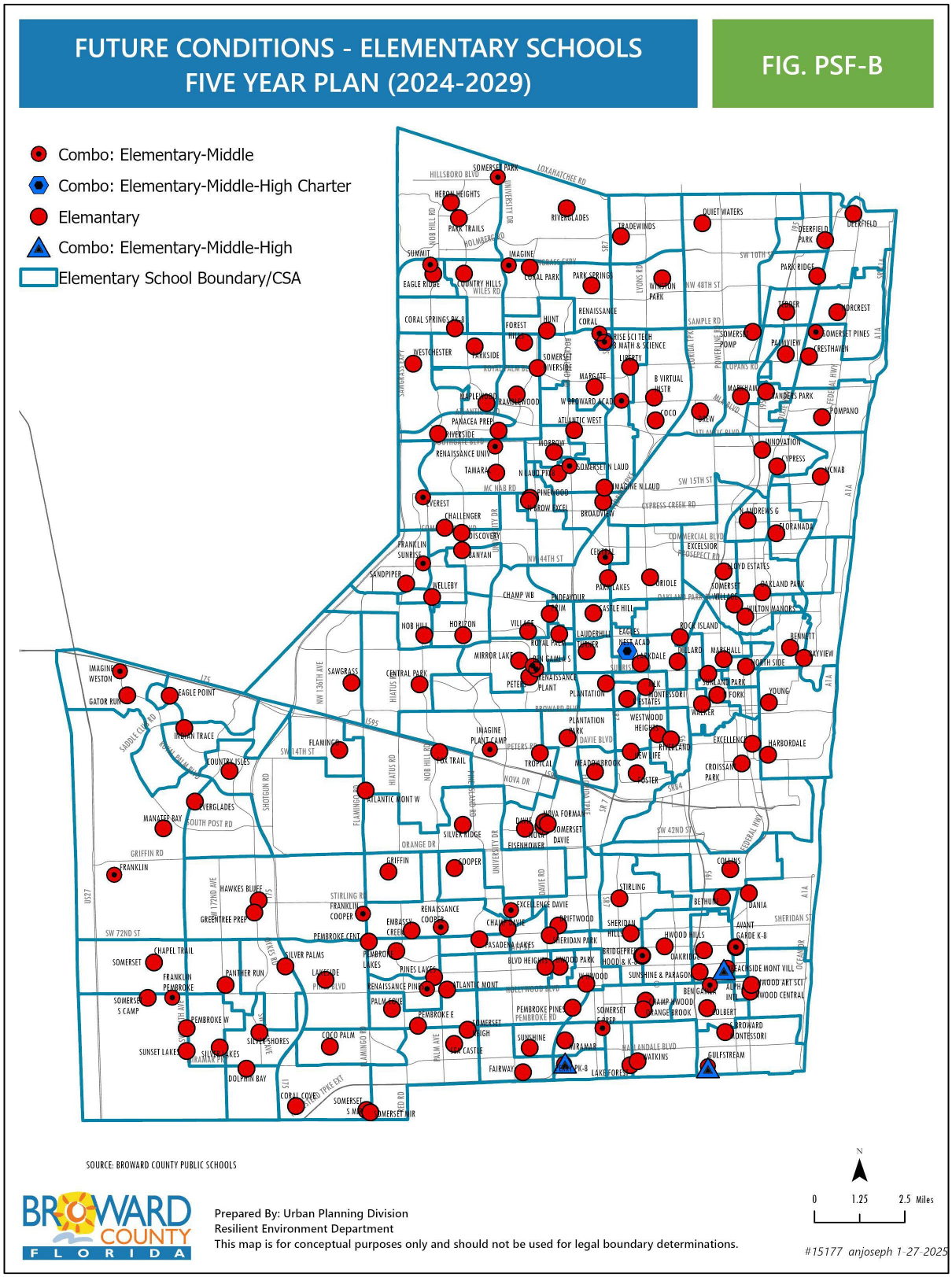
H. Operating Cost Considerations

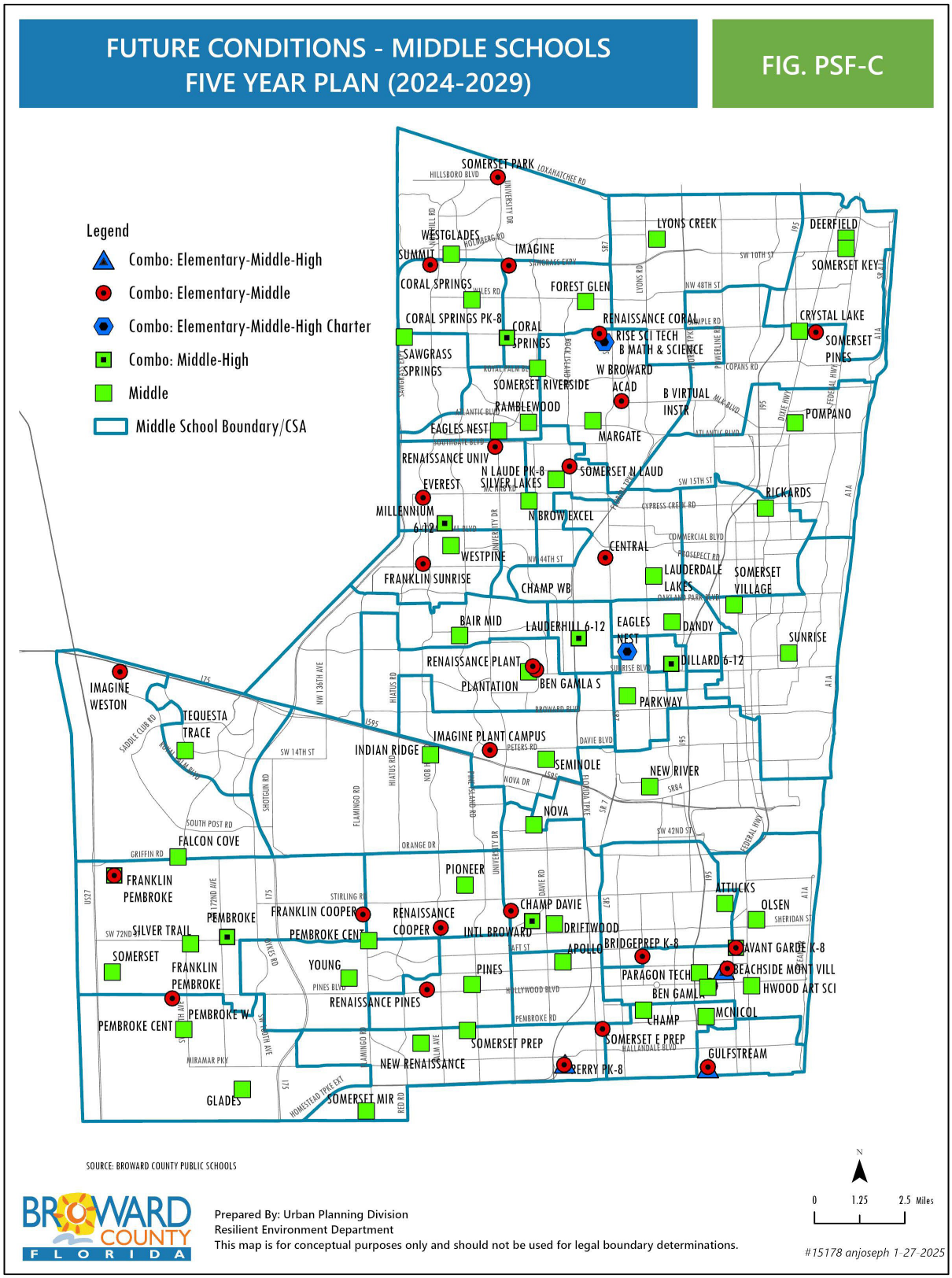
There are 800+ school buses used by Broward District Schools on daily routes to transport more than 54,000 students to and from school. Annually, the buses travel more than 10.7 million miles to 239 locations.

Appendix PSF-A: Map – Existing Public School Facilities – ~~2023~~ 2024

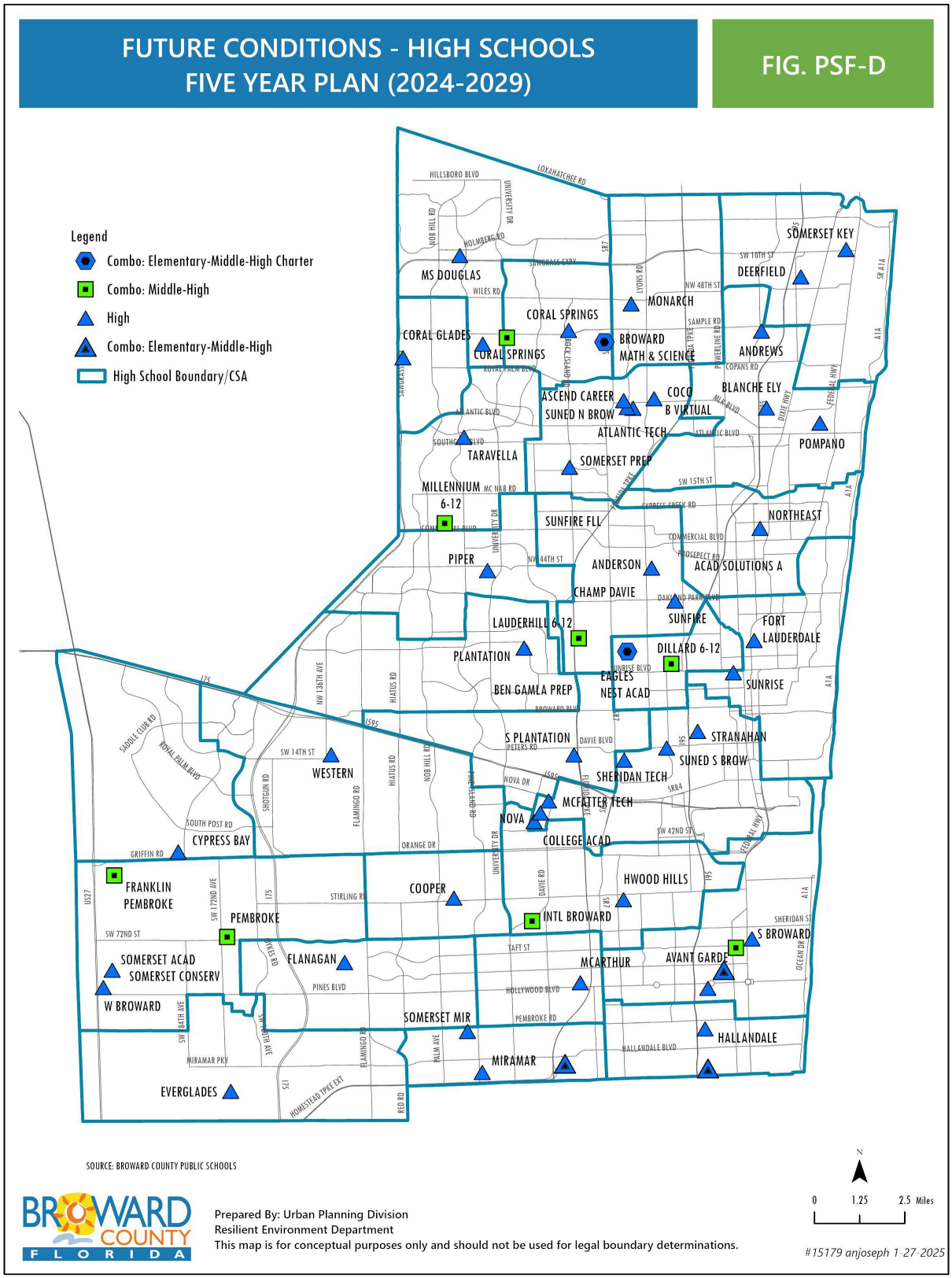


Appendix PSF-B: Map – Future Conditions – Elementary Schools Five-Year Plan (~~2023-2028~~ 2024-2029)

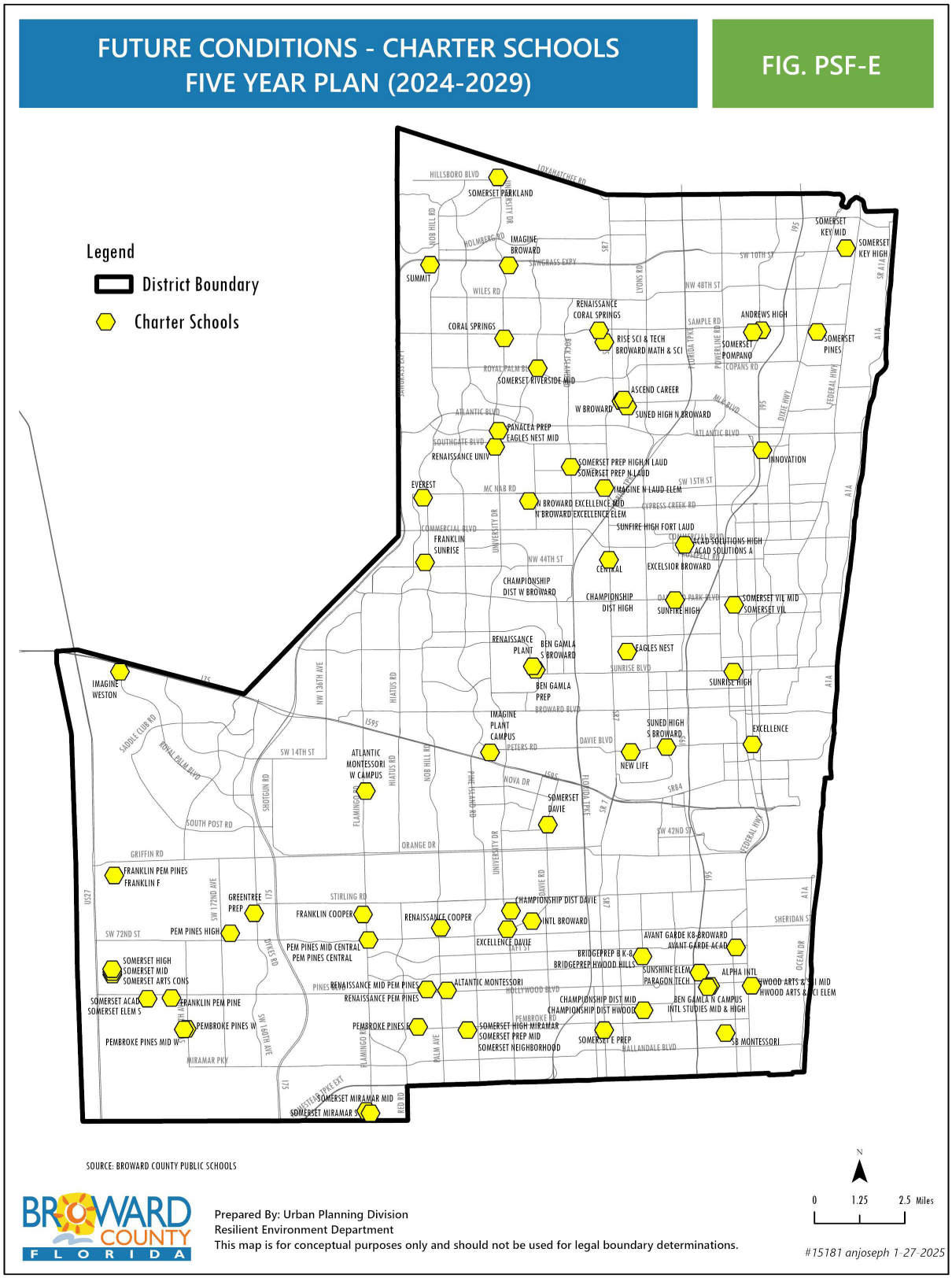



FUTURE CONDITIONS - MIDDLE SCHOOLS
FIVE YEAR PLAN (2024-2029)
FIG. PSF-C
Legend
Combo: Elementary-Middle-High
Combo: Elementary-Middle
Combo: Elementary-Middle-High Charter
Combo: Middle-High
Middle
Middle School Boundary/CSA
SOMERSET PARK
WESTGLADES
SUMMIT
IMAGINE
LYONS CREEK
DEERFIELD
SOMERSET KEY
CORAL SPRINGS
FOREST GLEN
CORAL SPRINGS PK-8
CORAL SPRINGS
RENAISSANCE CORAL
RISE SCI TECH
B MATH & SCIENCE
CRYSTAL LAKE
SOMERSET PINES
SAWGRASS SPRINGS
W BROWARD
SOMERSET RIVERSIDE
ACAD
B VIRTUAL INSTR
RAMBLEWOOD
POMPANO
EAGLES NEST
MARGATE
RENAISSANCE UNIV
N LAUDE PK-8
SILVER LAKES
SOMERSET N LAUD
EVEREST
RICKARDS
MILLENNIUM 6-12
N BROW EXCEL
CENTRAL
WESTPINE
FRANKLIN SUNRISE
LAUDERDALE LAKES
SOMERSET VILLAGE
CHAMP WB
BAIR MID
LAUDERHILL 6-12
EAGLES NEST
DANDY
SUNRISE
RENAISSANCE PLANT
DILLARD 6-12
PLANTATION
BEN GAMLA S
PARKWAY
IMAGINE WESTON
TEQUESTA TRACE
IMAGINE PLANT CAMPUS
INDIAN RIDGE
SEMINOLE
NEW RIVER
NOVA
FALCON COVE
PIONEER
ATTUCKS
OLSEN
FRANKLIN PEMBROKE
FRANKLIN COOPER
RENAISSANCE COOPER
CHAMP DAVIE
DRIFTWOOD
PEMBROKE
PEMBROKE CENT
INTL BROWARD
BRIDGEPREP K-8
AVANT GARDE K-8
SILVER TRAIL
SOMERSET
APOLLO
PARAGON TECH
BEACHSIDE MONT VILL
FRANKLIN PEMBROKE
YOUNG
PINES
HWOOD ART SCI
RENAISSANCE PINES
BEN GAMLA
PEMBROKE W
CHAMP
MCNICOL
PEMBROKE CENT
SOMERSET PREP
SOMERSET E PREP
GULFSTREAM
NEW RENAISSANCE
PERRY PK-8
GLADES
SOMERSET MIR
SOURCE: BROWARD COUNTY PUBLIC SCHOOLS
BROWARD COUNTY FLORIDA
Prepared By: Urban Planning Division
Resilient Environment Department
This map is for conceptual purposes only and should not be used for legal boundary determinations.
0 1.25 2.5 Miles
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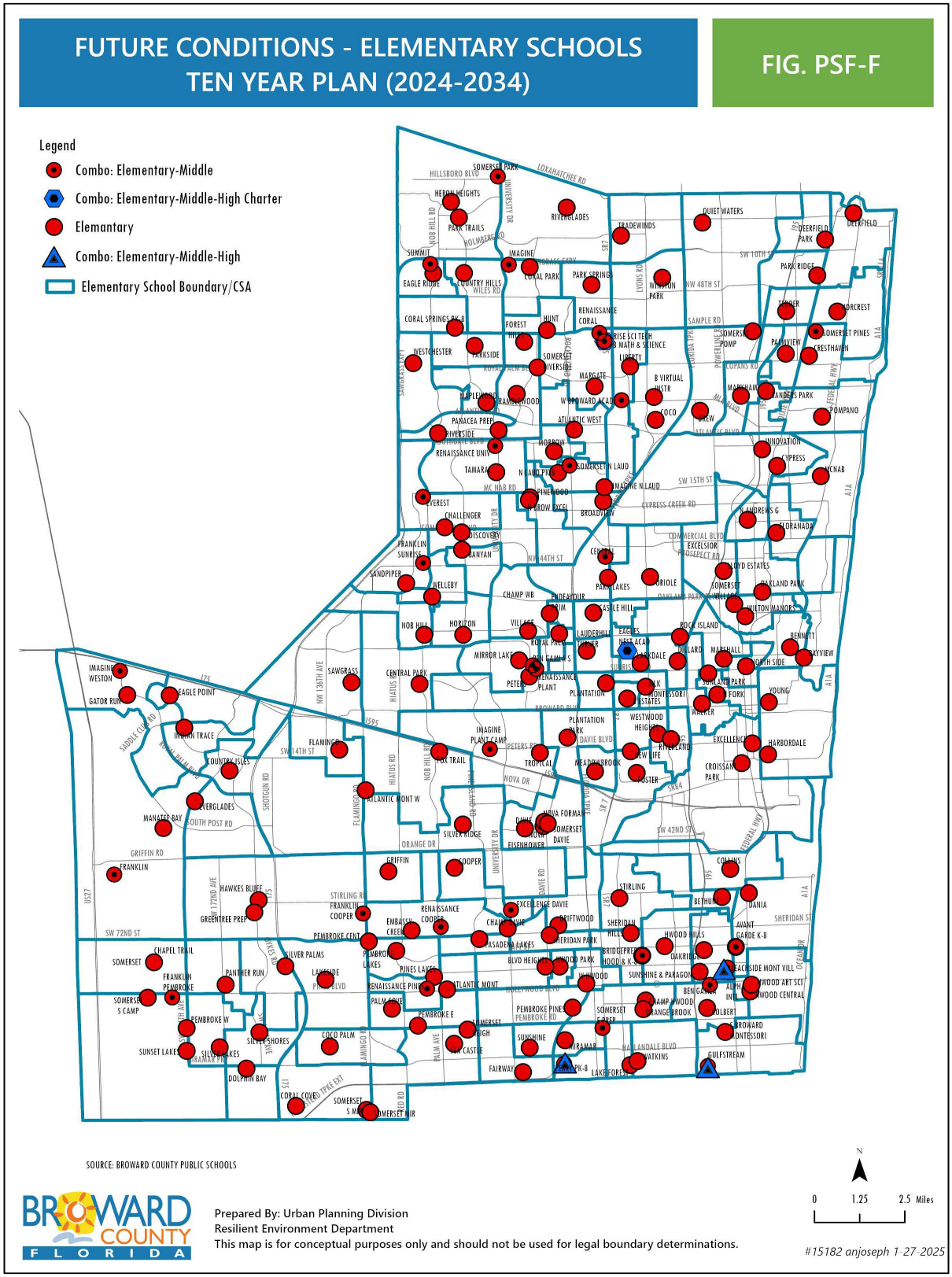
Appendix PSF-D: Map – Future Conditions – High Schools Five-Year Plan (~~2023-2028~~ 2024-2029)

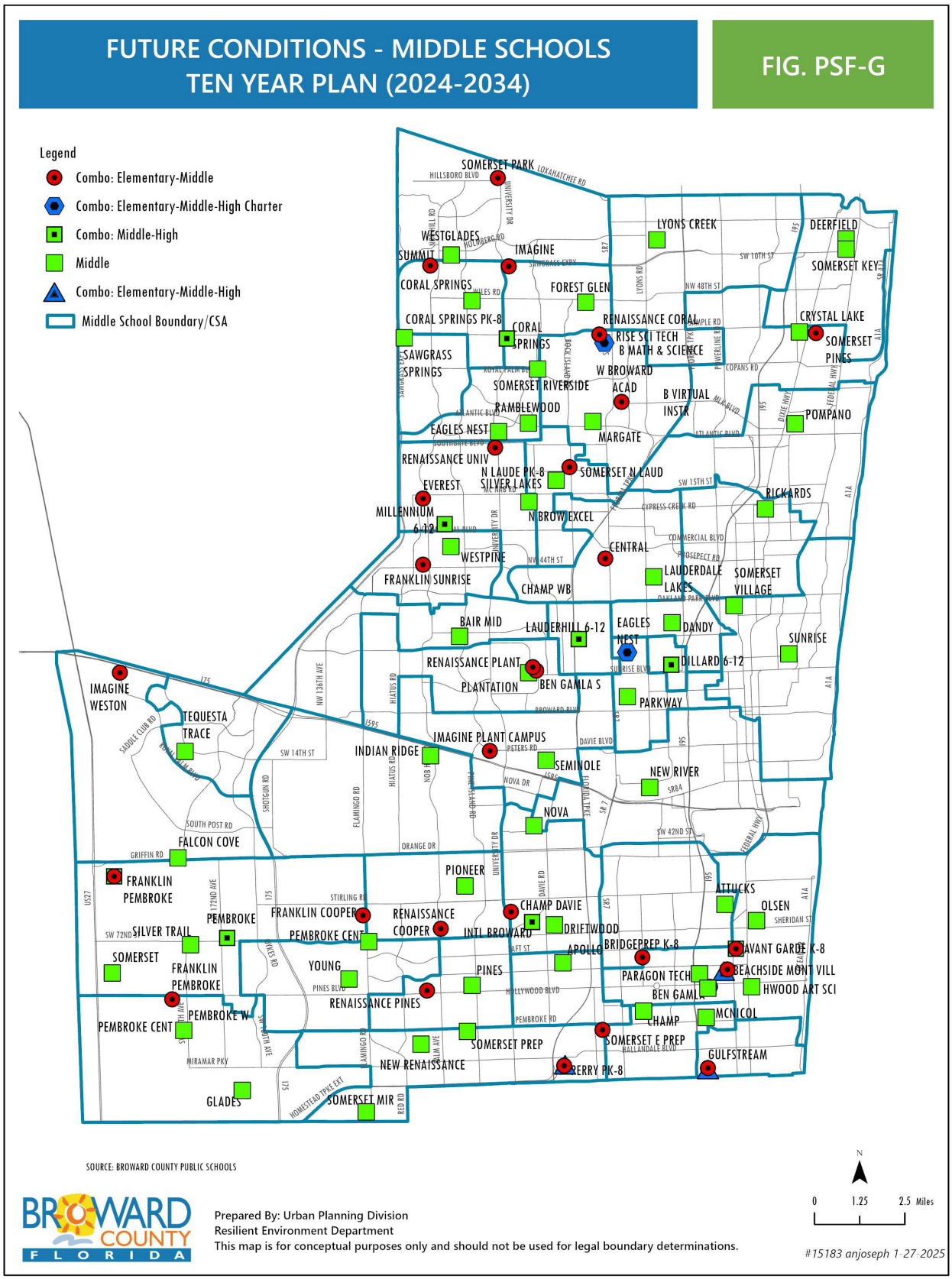


Appendix PSF-E: Map – Future Conditions – Charter Schools Five-Year Plan (~~2023-2028~~ 2024-2029)

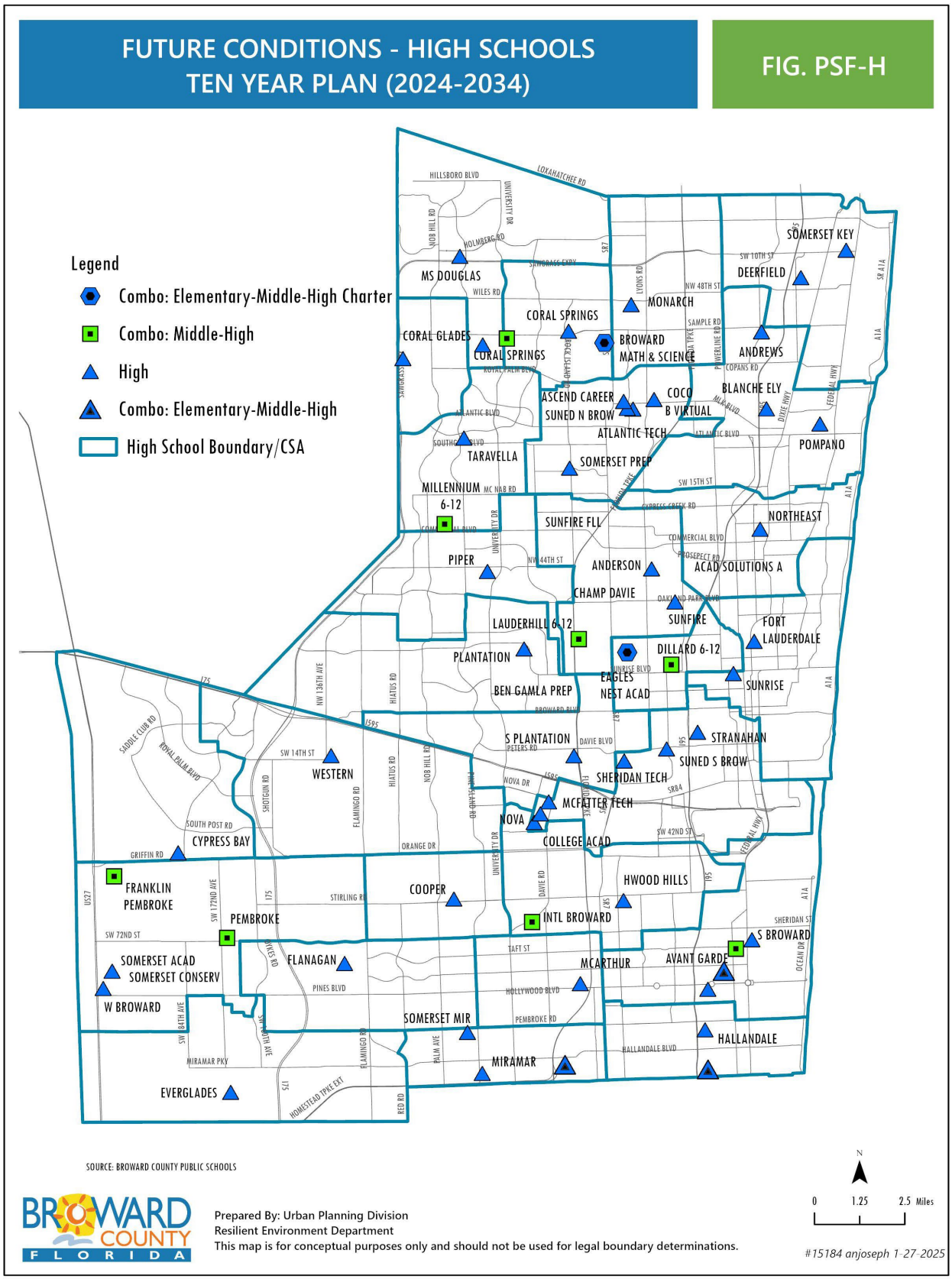


Appendix PSF-F: Map – Future Conditions – Elementary Schools Ten-Year Plan (~~2023-2033~~ 2024-2034)

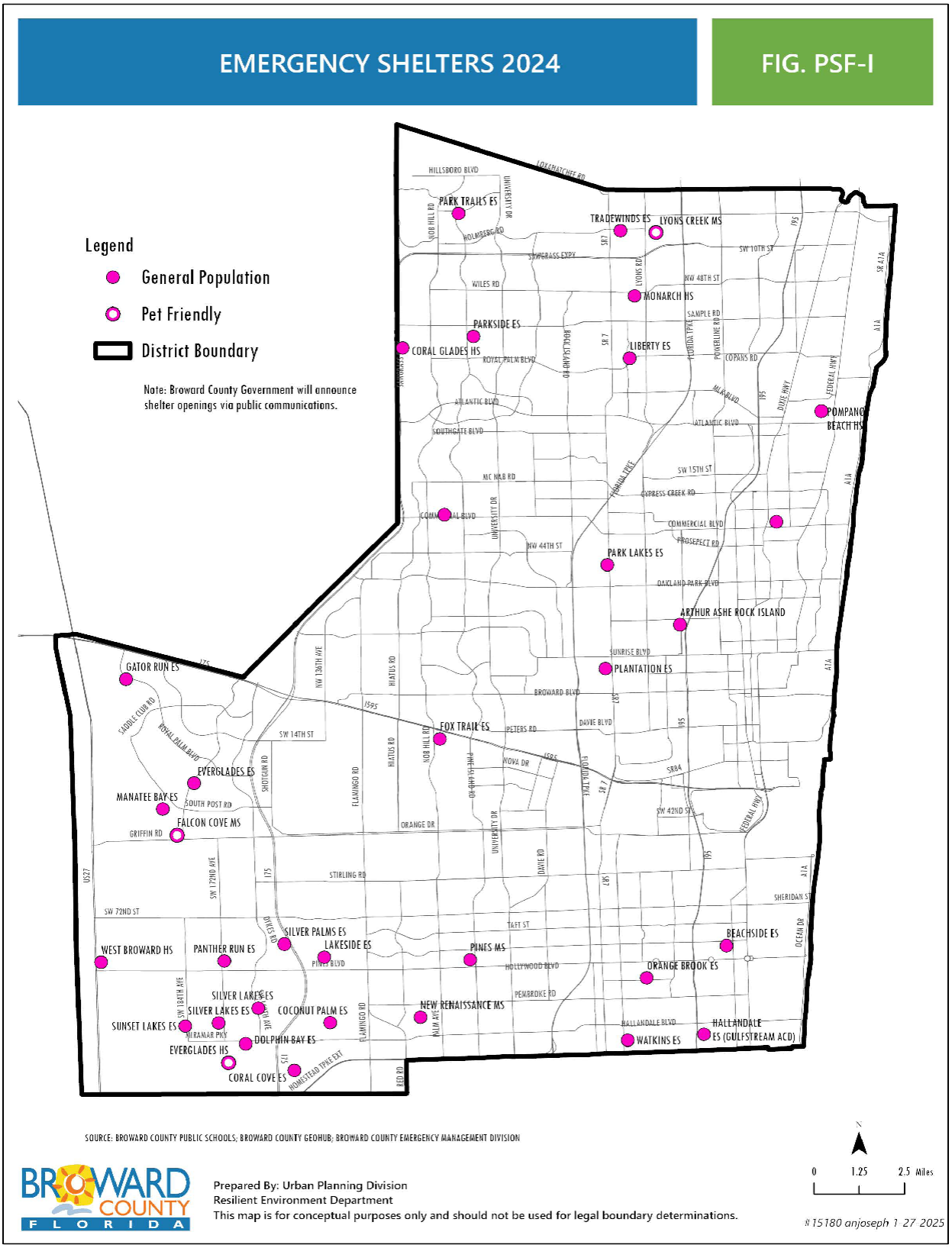



FUTURE CONDITIONS - MIDDLE SCHOOLS
TEN YEAR PLAN (2024-2034)
FIG. PSF-G
Legend
Combo: Elementary-Middle
Combo: Elementary-Middle-High Charter
Combo: Middle-High
Middle
Combo: Elementary-Middle-High
Middle School Boundary/CSA
SOMERSET PARK
LYONS CREEK
DEERFIELD
WESTGLADES
SUMMIT
IMAGINE
SOMERSET KEY
CORAL SPRINGS
FOREST GLEN
CORAL SPRINGS PK-8
CORAL SPRINGS
RENAISSANCE CORAL
RISE SCI TECH
B MATH & SCIENCE
CRYSTAL LAKE
SOMERSET PINES
SAWGRASS SPRINGS
W BROWARD ACAD
SOMERSET RIVERSIDE
B VIRTUAL INSTR
POMPANO
RAMBLEWOOD
EAGLES NEST
MARGATE
RENAISSANCE UNIV
N LAUDE PK-8
SILVER LAKES
SOMERSET N LAUD
EVEREST
RICKARDS
MILLENNIUM 6-12
N BROW EXCEL
CENTRAL
WESTPINE
FRANKLIN SUNRISE
CHAMP WB
LAUDERDALE LAKES
SOMERSET VILLAGE
BAIR MID
LAUDERHILL 6-12
EAGLES NEST
DANDY
SUNRISE
RENAISSANCE PLANT
DILLARD 6-12
PLANTATION
BEN GAMLA S
PARKWAY
IMAGINE WESTON
TEQUESTA TRACE
IMAGINE PLANT CAMPUS
INDIAN RIDGE
SEMINOLE
NEW RIVER
NOVA
FALCON COVE
PIONEER
ATTUCKS
FRANKLIN PEMBROKE
FRANKLIN COOPER
RENAISSANCE COOPER
CHAMP DAVIE
OLSEN
PEMBROKE
PEMBROKE CENT
INTL BROWARD
DRIFTWOOD
SILVER TRAIL
APOLLO
BRIDGEPREP K-8
AVANT GARDE K-8
SOMERSET
YOUNG
PINES
PARAGON TECH
BEACHSIDE MONT VILL
FRANKLIN PEMBROKE
RENAISSANCE PINES
BEN GAMLA
HWOOD ART SCI
PEMBROKE W
PEMBROKE CENT
CHAMP
MCNICOL
SOMERSET PREP
SOMERSET E PREP
NEW RENAISSANCE
BERRY PK-8
GULFSTREAM
GLADES
SOMERSET MIR
SOURCE: BROWARD COUNTY PUBLIC SCHOOLS
BROWARD COUNTY FLORIDA
Prepared By: Urban Planning Division
Resilient Environment Department
This map is for conceptual purposes only and should not be used for legal boundary determinations.
N
0 1.25 2.5 Miles
#15183 anjoseph 1-27-2025

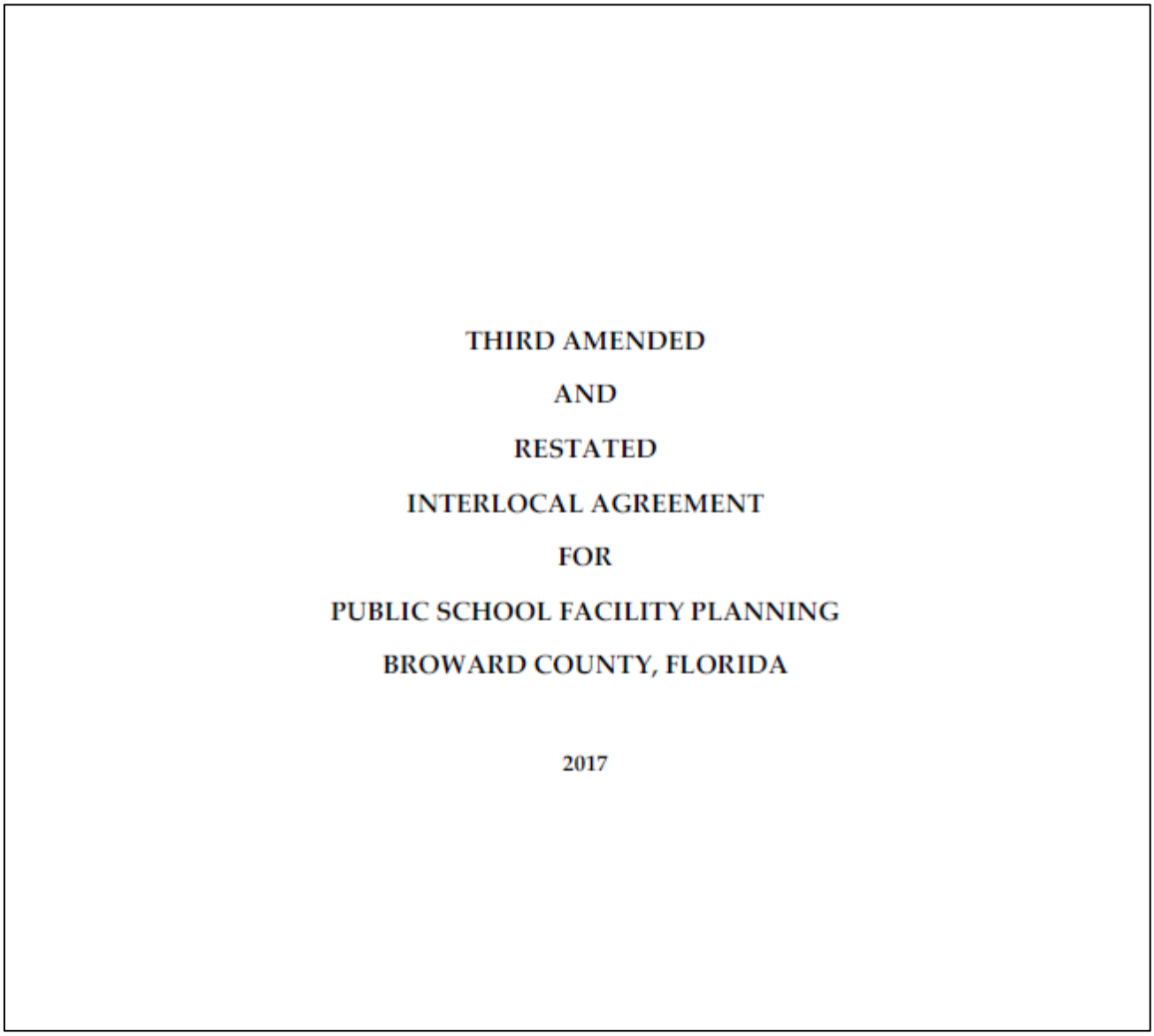
Appendix PSF-H: Map – Future Conditions – High Schools Ten-Year Plan (~~2023-2033~~ 2024-2034)



Appendix PSF-I: Map – Emergency Shelters ~~2023~~ 2024



Appendix PSF-J: Third Amended and Restated Interlocal Agreement for Public School Facility Planning, Broward County, Florida 2017



THIRD AMENDED

AND

RESTATED

INTERLOCAL AGREEMENT

FOR

PUBLIC SCHOOL FACILITY PLANNING

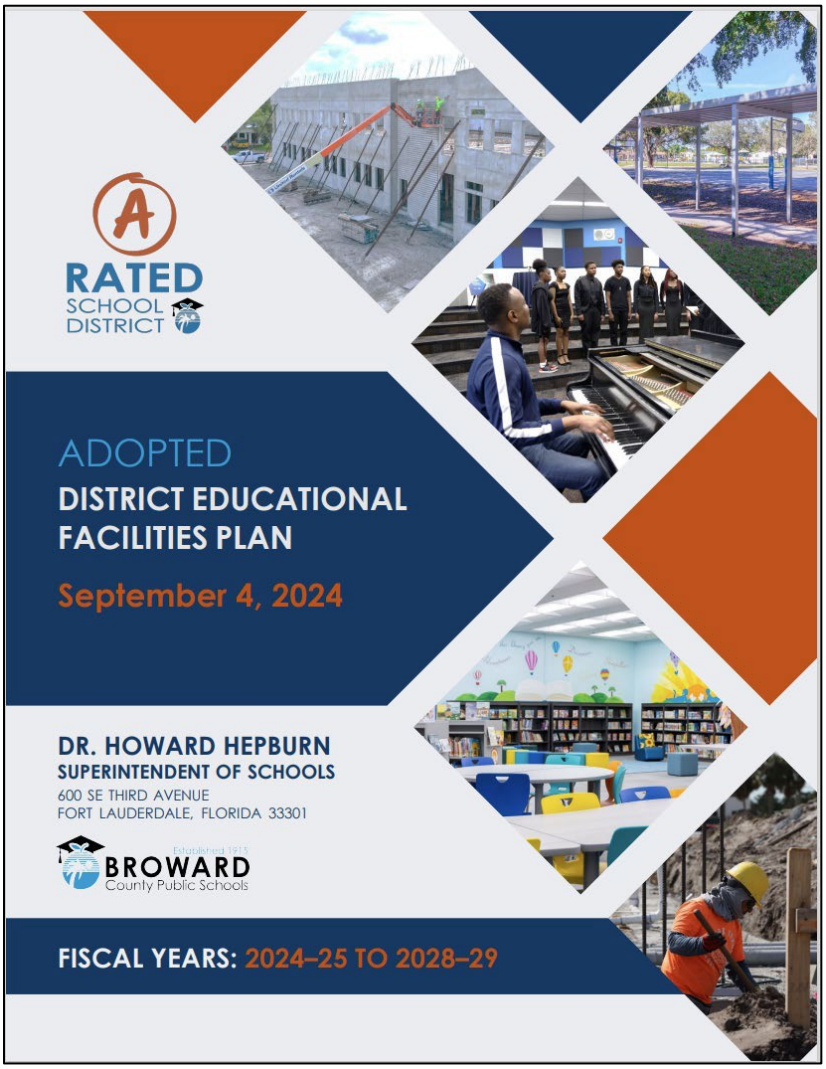
BROWARD COUNTY, FLORIDA

2017

Appendix PSF-J can be found on the Broward County Public Schools web page by clicking the image above or clicking the hyperlink below at:

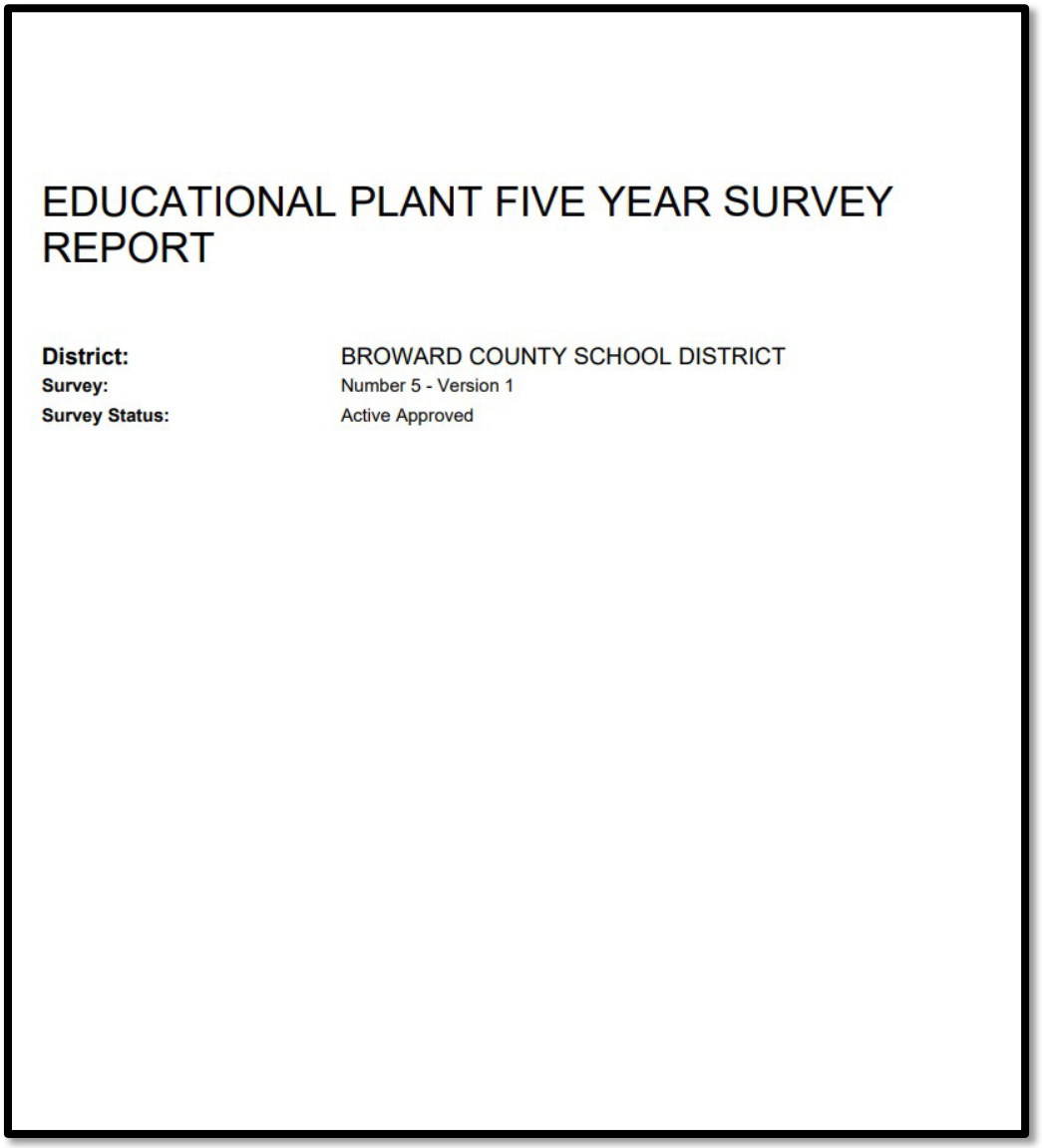
http://bcpsagenda.browardschools.com/agenda/01303/Item%20L-17%20(36645)/SUPP_DOCS/Exhibits/Doc4.pdf

Appendix PSF-K: Adopted 5-Year Broward County Public Schools District Educational Facilities Plan (DEFP) Fiscal Year ~~2023-24~~ 2024-25 to ~~2027-28~~ 2028-29



Appendix PSF-K Appendix PSF-K can be found on the Broward County Public Schools web page by clicking the image above or clicking the hyperlink below at:
https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/13450/ADEFP%20FY25-v1.pdf

Appendix PSF-L: Educational Plant Five Year (2021-2026) Survey Report: Broward County School District, Number 5 – Version 1



EDUCATIONAL PLANT FIVE YEAR SURVEY REPORT

District: BROWARD COUNTY SCHOOL DISTRICT
Survey: Number 5 - Version 1
Survey Status: Active Approved

Appendix PSF-L can be found on the Broward County Public Schools, Facility Planning and Real Estate Department web page by clicking the image above or the hyperlink below at:

https://www.browardschools.com//cms/lib/FL01803656/Centricity/Domain/13479/2021-2026%20Plant%20Survey%20-%20Active%20Approved.pdf

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: Yes

Title

RESOLUTION 2025-161 AWARDING A CONTRACT TO SAFA CONSTRUCTION, LLC AS THE MOST RESPONSIBLE, RESPONSIVE AND LOWEST VENDOR FOR ITB 25-6310-15B-0-2025/AP FOR WATER QUALITY IMPROVEMENT PROJECT CANAL 8 IN AN AMOUNT NOT TO EXCEED TWO MILLION, TWO HUNDRED EIGHTEEN THOUSAND, SEVEN HUNDRED FORTY DOLLARS ($2,218,740.00)

Summary

This resolution awards a contract to Safa Construction, LLC in response to ITB 25-6310-15B-0-2025/ap for Water Quality Improvement Project Canal 8 in an amount not to exceed $2,218,740.00.

Staff Recommendation

Background:

There is an immediate need to repair/restore canal bank and erosion control to protect the canal from pollutants that are harmful to water quality and flood control throughout the canal network. A variety of means and methods will be employed to restore canal banks that are in critical condition. The City of Lauderdale Lakes solicited qualified firms to provide Water Quality Improvement for Canal #8. The solicitation was solicited using the City's electronic bid system, www.demandstar.com from July 23, 2025, until September 12, 2025. The solicitation was broadcast to 2078 suppliers and there were 71 planholders. The solicitation was further advertised in the Sun Sentinel, a newspaper of general circulation, on July 27, 2025, and July 29, 2025. The solicitation was declared closed September 12, 2025 at 11am EST. The evaluation process included a thorough review of the written proposals, to determine the lowest responsible and responsive bidder. The final result yielded the following:

RANK	VENDOR	BID VALUE
1	Safa Construction, LLC	$2,218,740.00
2	B&Z Construction	$2,369,300.00
3	Enco, LLC	$2,424,302.00
4	Landshore Enterprises	$3,261,609.70

City staff is recommending award to Safa Construction, LLC. after completing the competitive bidding process which represents the best value to the City for an amount not to exceed two million, two hundred eighteen thousand, seven hundred forty dollars and zero cents ($2,218,740.00).

City staff is requesting to continue utilizing this contract in accordance with the City's Procurement Code, Section 82-356(a)(1), 82-356(A)(1) of the Lauderdale lakes procurement code which allows Competitive sealed bids.

Funding Source:

Storm Water Fund

Fiscal Impact:

City's Storm Water Fund

Sponsor Name/Department: Maqsood M. Nasir, Director of Engineering Services, Aazam Piprawala, Procurement Administrator

Meeting Date: 12/9/2025

ATTACHMENTS:

	Description	Type
🗋	Resolution 2025-161 Awarding Contract to Safa Construction LLC for Canal 8 Improvement Project	Resolution
🗋	Exhibit-A	Exhibit
🗋	Exhibit-B	Exhibit
🗋	Bid Tabulation	Backup Material

RESOLUTION 2025-161

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; IN ACCORDANCE WITH SECTION 82-356(A)(1) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AWARDING AND AUTHORIZING THE MAYOR AND THE DEPUTY CITY CLERK TO EXECUTE, AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT BETWEEN THE CITY OF LAUDERDALE LAKES AND SAFA CONSTRUCTION, LLC, IN AN AMOUNT NOT TO EXCEED TWO MILLION TWO HUNDRED EIGHTEEN THOUSAND SEVEN HUNDRED FORTY AND NO/100 DOLLARS ($2,218,740.00) PURSUANT TO THAT CERTAIN INVITATION TO BID ITB 25-6310-15B-0-2025/AP FOR WATER QUALITY IMPROVEMENT PROJECT CANAL 8; A COPY OF SAFA CONSTRUCTION, LLC'S BID RESPONSE IS ATTACHED HERETO AS **EXHIBIT A**; A DRAFT COPY OF SAID CONTRACT IS ATTACHED HERETO AS **EXHIBIT B**; COPIES OF WHICH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is an immediate need to repair and restore canal bank and erosion control to protect the canal from pollutants that are harmful to water quality and flood control throughout the canal network;

WHEREAS, the City of Lauderdale Lakes ("City") solicited qualified firms to provide Water Quality Improvement for Canal 8;

WHEREAS, the City's solicitation for responses and bids to Invitation to Bid No. ITB 25-6310-15B-0-2025/AP ("ITB") was implemented through the City's electronic bid system, DemandStar.com, for the time period beginning on July 23, 2025, and ending on September 12, 2025;

WHEREAS, the solicitation was broadcasted to 2078 suppliers, and there were 71 plan holders;

WHEREAS, on July 27, 2025, and July 29, 2025, the City's solicitation of the ITB was also advertised in the Sun Sentinel, a local newspaper of general circulation;

WHEREAS, the City received bid responses from four (4) vendors: Safa Construction, LLC, B&Z Construction, Enco, LLC, and Landshore Enterprises;

WHEREAS, based on analysis of the bids, City Staff recommends that the City Commission award Contract No. ITB 25-6310-15B-0-2025/AP to Safa Construction, LLC, the most responsible, responsive, and lowest bidder, as providing the best value to the City to perform construction improvement services for canal bank restoration/stabilization for Canal 8;

WHEREAS, there is a fiscal impact in the amount of Two Million Two Hundred Eighteen Thousand Seven Hundred Forty and No/100 Dollars ($2,218,740.00), which will be funded from the city's Storm Water Fund.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. AUTHORITY: The City Commission hereby awards ITB 25-6310-15B-0-2025/AP, Water Quality Improvement Project Canal 8, to Safa Construction, LLC for an amount not to exceed Two Million Two Hundred Eighteen Thousand Seven Hundred Forty and No/100 Dollars ($2,218,740.00); such Contract to be in substantial form as to the Contract attached hereto as **Exhibit B** which is incorporated herein by reference, and the Mayor and the Deputy City Clerk are further authorized to execute and attest, respectively, said Contract.

SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk, through the Acting City Manager, is hereby authorized to obtain three (3) executed copies of the Agreement with one (1) copy of the Agreement to be directed to Safa Construction, LLC; with one (1) copy to be maintained by the City; and with one (1) copy directed to the Office of the City Attorney.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD DECEMBER 9, 2025.

_____
VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____, CMC, Deputy City Clerk, for
VENICE HOWARD, MMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
SIDNEY C. CALLOWAY, CITY ATTORNEY

Sponsored by: Maqsood M. Nasir, Director of Engineering Services; Aazam Piprawala, Procurement Administrator

VOTE:

Mayor Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Sharon Thomas	____ (For) ____ (Against) ____ (Other)
Commissioner Tycie Causwell	____ (For) ____ (Against) ____ (Other)
Commissioner Easton Harrison	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)

BID NO.: ITB25-6310-15B

CITY OF LAUDERDALE LAKES

LAUDERDALE LAKES STORMWATER CONVEYANCE AND WATER QUALITY IMPROVEMENT PROJECT CANAL 8

4300 NW 36th Street
Lauderdale Lakes, FL 33319

Broward County, Florida

Prepare For:

CITY OF LAUDERDALE LAKES

Prepared By:

SAFA CONSTRUCTION, LLC

SAFA CONSTRUCTION, LLC

September 2025

Table of Contents:

A. Cover Letter

B. Administrative Information

B1. Bid Form
B2. Schedule of Bid Item
B3. Certification for the Corporation
B4. Bid Bond
B5. Certificate And Affidavit for Bonds
B6. Bidder's Qualifications Statement
B7. Drug Free Workplace Certification
B8. Non-Collusion Affidavit
B9. Trench Safety Act Compliance
B10. Warranties
B11. E-Verify Affirmation Statement
B12. Prof of Insurance
B13. License

A. Cover Letter

SAFA CONSTRUCTION, LLC
Phone: (954) 326-8295
Email: md.rahman@safaconstruction.net

September 7, 2025

CITY OF LAUDERDALE LAKES

Procurement Office

Purchasing Division

Lauderdale Lakes, FL 33319

Subject: Bid Proposal Submittal for Lauderdale Lakes Stormwater Conveyance and Water Quality Improvement Project Canal 8 (BID NO.: 25-6310-15B)

Dear City of Lauderdale Lakes,

I am writing to submit my bid proposal for the Lauderdale Lakes Stormwater Conveyance and Water Quality Improvement Project Canal 8 as advertised by your esteemed organization. As a highly skilled and experienced Safa Construction, I am confident that my proposal will meet and exceed your expectations.

I have carefully reviewed the project requirements outlined in the Request for Proposal (RFP) document and believe that my expertise aligns perfectly with the needs of the project. I have a proven track record of delivering exceptional results in similar projects, and I am eager to bring my skills and knowledge to contribute to the success of your project.

I take great pride in my professionalism, attention to detail, and commitment to delivering projects on time and within budget. Throughout my career, I have built strong relationships with clients by actively listening to their needs, communicating effectively, and providing tailored solutions. I am confident that my dedication to customer satisfaction and my ability to adapt to changing project requirements will make me an ideal partner for this endeavor.

Furthermore, I understand the importance of collaboration and teamwork in achieving project success. I am ready to work closely with your team, actively participating in meetings, sharing progress reports,

SAFA CONSTRUCTION, LLC
Phone: (954) 326-8295
Email: md.rahman@safaconstruction.net

and addressing any concerns promptly. By fostering open communication and maintaining a strong work ethic, I am confident that we can achieve outstanding results together.

Thank you for considering my bid proposal for the Lauderdale Lakes Stormwater Conveyance and Water Quality Improvement Project Canal 8, I am excited about the possibility of collaborating with your organization and contributing to the success of this project. I am available for further discussion or clarification at your convenience.

I look forward to the opportunity of meeting with the City of Lauderdale Lakes and discussing how we can best move forward. Once again, thank you for your time and consideration.

Sincerely,

MD Shahinur Rahman, CGC, PMP, MS, PE (CA, FL)

PRESIDENT /CEO

SAFA CONSTRUCTION, LLC

B1. Bid Form

CITY OF LAUDERDALE LAKES, FL
BID COVER PAGE CHECKLIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID

Contractor/Firm Name	SAFA CONSTRUCTION, LLC
Contact Name:	MD SHAHINUR RAHMAN
Contact Phone:	(954)-326-8295
Contact Email:	md.rahman@safaconstruction.net

Before sealing your bid envelope make sure the following items are included in your bid submittal:

1. Bid Form: Carefully read all Bid Documents, review the project scope and properly fill out the Bid Form. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)

2. Bidder's Qualification Statement: Complete and sign the Bidder's Qualification Statement. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)

3. Non-Collusion Affidavit: Sign the Non-Collusion Affidavit and have it properly notarized.

4. Trench Safety Act: Complete and sign the Trench Safety Act form (if applicable).

5. Warranties: Complete and sign the Warranties form.

6. E-Verify Form: Complete and sign the E-Verify form.

7. Bid Bond (If Applicable): Include a five percent (5%) Bid Bond. Failure to provide a Bid guarantee will result in automatic rejection of your Bid. All required Bonds must be submitted on the City's Bond forms, included in this document. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)

8. Proof of Insurance: Include ***proof*** of insurance containing a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the City and additional insured by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the City and their officers, directors, agents, and employees as "additional insured".

9. License: Attach certificate of competency, state registration and any other applicable licenses.

IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:
Please indicate reason(s) why a Bid Form is not being submitted at this time. Return this page to the Financial Services Department to avoid removal from the City of Lauderdale Lakes vendor listing.

CITY OF LAUDERDALE LAKES, FL
BID FORM

Lauderdale Lakes Stormwater Converyance and Water Quality Improvement Project- CANAL 8

Submitted By: Safa Construction, LLC Date: 09/07/2025

to furnish and deliver all materials and to do and perform all Work as is required for the project scope.

In order to be considered for this project, **the Bidder shall** have successfully completed a minimum of three (3) projects of similar scope and complexity over the past five (5) years, in the State of Florida, and must be able to document the required experience.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this Bid.

2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. Bidder will sign and submit the necessary documents required by the City within fifteen (15) days after the date of City's Notice of Tentative Award.

3. In submitting this Bid, Bidder represents, as more fully set forth in the Contract, that

   a. Bidder has examined the Bid Documents, including the following addenda:

Number	Date	Number	Date
Addendum # 1	08/06/2025	Addendum # 4	08/29/2025
Addendum # 2	08/12/2025		
Addendum # 3	08/15/2025		

   of all of which is hereby acknowledged;

   b. Bidder has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

   c. Bidder has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the City is acceptable to Bidder.

4. Bidder proposes to furnish the Work in conformity with the Specifications and at the Bid Prices referenced below in the Schedule of Bid Prices. The Bid Prices quoted have been checked and certified to be correct. Said Bid Prices are fixed and firm and shall be paid to Bidder for the successful completion of its obligation as specified in the Bid Documents.

5. It is the intent of the City to award this bid to the lowest responsible and responsive Bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of The City of Lauderdale Lakes. The City reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated.

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

ADDENDUM No. 1

ADDENDUM NO. 1
TITLE: Water Quality Improvement Project Canal 8

ITB NO.: ITB25-6310-15B
ITB CLOSING DATE: August 29th, 2025 @ 11:00AM

DATE: August 6, 2025

NUMBER OF PAGES: 2

This Addendum to the contract documents is issued to provide additional information and clarification to the original solicitation requirements and is hereby declared a part of the original contract documents. In case of conflict, this Addendum shall govern. Bidders shall acknowledge receipt of this Addendum by signature of this form to be included with their intended Bid submission. Failure to sign and provide with bid submission shall deem your company as non-responsive.

Clarifications & Announcements:

Kindly see below, attendance for Non-Mandatory Pre-Bid Meeting:

Attendance (Non-Mandatory Pre-Bid Meeting):

Non-Mandatory Pre-Bid Conference Sign-in Sheet @ 11AM

Project Title: STORMWATER CONVEYANCE AND WATER QUALITY IMPROVEMENT PROJECT CANAL 8 # ITB25-6310-15B

Date: July 29th 2025

	Company/Representative	Address/Email	Phone #
1	Landshore Enterprises LLC Miguel Reto	Miguel@Landshore.com Info@Landshore.com	954 327 3300
2	ENCO LLC. /Lucio	lucio.nicolta@encollc.com	954 993 1357
3	ENCO, LLC Isabella Nicolta	inicolta@encollc.com	954-993-1357
4			
5			
6			
7			
8			
9			
10			
11			

1

ALL ELSE REMAINS THE SAME

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

ACKNOWLEDGED BY:

SAFA CONSTRUCTION, LLC

COMPANY NAME

8/19/2025

SIGNATURE/DATE

MD SHAHINUR RAHMAN

PRINTED NAME

CITY OF LAUDERDALE LAKES

Aazam Piprawala, CERT SCM
Procurement Administrator,
Financial Services

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

ADDENDUM No. 2

ADDENDUM NO. 2

RFP NO.: ITB 25-3610-15B

TITLE: Water Quality Improvement Project Canal 8

RFP CLOSING DATE: August 29th, 2025 @ 11AM

DATE: August 12, 2025

NUMBER OF PAGES: 2

This Addendum to the contract documents is issued to provide additional information and clarification to the original solicitation requirements and is hereby declared a part of the original contract documents. In case of conflict, this Addendum shall govern. Bidders shall acknowledge receipt of this Addendum by signature of this form to be included with their intended Bid submission. Failure to sign and provide with bid submission shall deem your company as non-responsive.

Questions & Answers:

Q1:
What is the engineer's estimate or the city's budget for this project?

A1**:**
Not available at this time.

Q2:
Does the project currently have an estimated value, mobilization date, and completion date?

A2**:**
There is no estimate available to share at this time. The tentative mobilization date is within 3 months of the bid closing and expected completion date is September 2026.

Q3:
It appears the bid sheet is the same one from Canal 5, looking at the plans the quantities should be much larger. Also in the plans the typical section on sheet 05 says Canal 5. Sheets 24 & 25 of the cross sections show the same stations. Please clarify these items.
(Follow-Up) I figured out what is incorrect with the drawings. The plan view for canal 8 appears correct, the cross sections are from Canal 5.
Please issue a corrected set of drawings.

A3:
Attachment on Demand Star ‘Addendum 2, Q&A 3’

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

ADDENDUM No. 3

ADDENDUM NO. 3

RFP NO.: ITB 25-3610-15B

TITLE: Water Quality Improvement Project Canal 8

RFP CLOSING DATE: ~~August 29th, 2025 @ 11AM~~
September 12th, 2025 @ 11AM

DATE: August 15, 2025

NUMBER OF PAGES: 2

This Addendum to the contract documents is issued to provide additional information and clarification to the original solicitation requirements and is hereby declared a part of the original contract documents. In case of conflict, this Addendum shall govern. Bidders shall acknowledge receipt of this Addendum by signature of this form to be included with their intended Bid submission. Failure to sign and provide with bid submission shall deem your company as non-responsive.

Questions & Answers:

Q1:
Please issue a new Bid sheet to be consistent with the revised plans.
A1:
Please see the revised bid schedule.

Q2:
Also, in light of date the new plans were issued, can the bid date be moved by 2 weeks?
A2:
The bid has been extended by 2 weeks.

ALL ELSE REMAINS THE SAME

CITY OF LAUDERDALE LAKES

Aazam Piprawala, CERT SCM
Procurement Administrator,
Financial Services

ACKNOWLEDGED BY:

SAFA CONSTRUCTION, LLC
COMPANY NAME

08/19/2025
SIGNATURE/DATE

MD SHAHINUR RAHMAN
PRINTED NAME

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

ADDENDUM No. 4

ADDENDUM NO. 4

RFP NO.: ITB 25-3610-15B

TITLE: Water Quality Improvement Project Canal 8

RFP CLOSING DATE: ~~August 29th, 2025 @ 11AM~~ September 12th, 2025 @ 11AM

DATE: August 29, 2025

NUMBER OF PAGES: 1

This Addendum to the contract documents is issued to provide additional information and clarification to the original solicitation requirements and is hereby declared a part of the original contract documents. In case of conflict, this Addendum shall govern. Bidders shall acknowledge receipt of this Addendum by signature of this form to be included with their intended Bid submission. Failure to sign and provide with bid submission shall deem your company as non-responsive.

Announcements and Clarifications:

The final day to submit questions is set for September 2nd, 2025 at 5:00PM

ALL ELSE REMAINS THE SAME

CITY OF LAUDERDALE LAKES

Aazam Piprawala, CERT SCM
Procurement Administrator,
Financial Services

ACKNOWLEDGED BY:

SAFA CONSTRUCTION, LLC
COMPANY NAME

09/07/2025
SIGNATURE/DATE

MD SHAHINUR RAHMAN
PRINTED NAME

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

ALL ELSE REMAINS THE SAME

ACKNOWLEDGED BY:

SAFA CONSTRUCTION, LLC

COMPANY NAME

08/19/2025

SIGNATURE/DATE

MD SHAHINUR RAHMAN

PRINTED NAME

CITY OF LAUDERDALE LAKES

Aazam Piprawala, CERT SCM
Procurement Administrator,
Financial Services

B2. Schedule of Bid Item

SCHEDULE OF BID ITEMS

Solicitation Number: 25-6310-XXB

PROJECT TITLE: LAUDERDALE LAKES STORMWATER CONVEYANCE AND WATER QUALITY IMPROVEMENT PROJECT (CANAL- 8)

Contractor:

Location: Canal-8

ITEM	DESCRIPTION	UNIT	Quantity	UNIT PRICE (US$)	SUBTOTAL (US$)
1	MOBILIZATION	LS	1	65,000.00	65,000.00
2	PROJECT SIGN	EA	2	1,000.00	2,000.00
3	MAINTENANCE OF TRAFFIC	LS	1	5,000.00	5,000.00
4	CONSTRUCTON VIDEOS AND PHOTOGRAPHS	LS	1	5,000.00	5,000.00
5	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	15,000.00	15,000.00
6	FLOATING TURBIDITY BARRIER	LF	80	15.00	400.00
7	TRUCK WASH OUT	LS	1	1,000.00	1,000.00
8	TURBIDITY MONITORING	LS	1	5,000.00	5,000.00
9	DUST CONTROL	LS	1	5,000.00	5,000.00
10	SITE PREPARATION AND CLEARING & GRUBBING	LS	1	20,000.00	20,000.00
11	CHANNEL EXCAVATION	CY	2850	160.00	456,000.00
12	EMBANKMENT (FILL CONSTRUCTION)	CY	1650	160.00	264,000.00
13	IRRIGATION LINES RECONNECTIONS	EA	20	500.00	10,000.00
14	GABION BASKET, 36" THICK	CY	2217	220.00	487,740.00
15	RIPRAP- RUBBLE, DITCH LINING OR BEDDING STONE	CY	3400	95.00	323,00.00
16	BIOENGINEERING EROSION CONTROL (SHORESOX- 12' WIDER)	LF	4800	95.00	456,000.00
17	STORMWATER PIPES (INCLUDES CONCRETE COLLARS)	LF	80	85.00	6,800.00
18	SOD	SY	6000	3.00	18,000.00
19	FENCING RESET EXISTING (CHAIN LINK)	LF	200	40.00	8,000.00
20	GENERAL ALLOWANCE*	LS	25000	25,000.00	25,000.00
21	Permitting Contingency**	LS	40000	40,000.00	40,000.00
	Grant Total				$ 2,218,740.00 -

* Need City's Project Manager's Approval

**To be reimbursed based on the paid recipt from the permitting agancy.

**To be reimbursed based on the paid receipt from the permitting agency.
All proposed items shall include costs for all materials, equipment, labor, supervision, permit fees, taxes, insurance, bonds, miscellaneous costs and Contractor's overhead and profit. Note that change orders are not considered for costs related to any of the above.

This is a unit price project and the proposed price must be in accordance with the attached set of plans and specifications for this project. If a contingency is included, this should not be considered a guaranteed amount available to the Contractor. Use of the Contingency must be pre-approved by City Management.

Contractor shall furnish all labor, materials, and equipment and perform all the necessary Work in the manner and form provided in the Contract Documents.

Total Project Cost Written: Two million two hundred thousand eighteen thousand seven thousand forty Dollars and zero Cents

Total Project Completion Time: One hundred fifty (150) Calendar Days

6. Bidder accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the Work on time.

7. Communications concerning this Bid shall be as follows:

   Contact Person MD Shahinur Rahman

   Business Address 11186 SW 17th MNR

   City, State, Zip Code Davie, FL 33324

   Business Phone Number (954) 326-8295

   Email Address md.rahman@safaconstruction.net

   Cell Phone Number (954) 326-8295

8. Other pertinent information is as follows:

   License Number CGC 1531601 (Please Attach Copy)

   Federal Tax ID# _____

   Federal Employment ID # 87-2712692

   Submitted on this September day of 07, 20 25.

a. (If an individual, partnership, or non-incorporated organization)

_____
(Signature)

_____
(Title)

b. (If a corporation)

(Affix Seal)

Signature of BIDDER _____

By MD SHAHINUR RAHMAN

Attested by

Secretary _____

Incorporated under the laws of the State of FL.

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELIGIBLE FOR AWARD.

B3. Certification for the Corporation

CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of SAFA CONSTRUCTION, LLC, a corporation under the laws of the State of FLORIDA held on JULY 19, 2025, the following resolution was duly passed and adopted:

"RESOLVED, that SAFA CONSTRUCTION, LLC, as EST. 2021 of the Corporation, is hereby authorized to execute the Bid Form dated July 23, 2025 between the City of Lauderdale Lakes, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this Aug day of 20, 2025.

Dilshan H. Shuvo
Secretary

STATE OF FLORIDA

COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me via □ physical presence OR □ online notarizations this Aug day of 20, 2025.

By Dilshan H. Shuvo

Personally known ✓ OR produced identification ____

Type of identification produced: _____.

NOTARY PUBLIC STATE OF FLORIDA
REIAZ KHAN
MY COMMISSION # HH 701514
EXPIRES: November 20, 2029

Reiaz Khan
Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

B4. Bid Bond

BID BOND

STATE OF Florida

COUNTY OF Broward

KNOW ALL MY BY THESE PRESENTS that Safa Construction LLC as Principal, hereinafter called Bidder and FCCI Insurance Company as Surety, are held and firmly bound unto the City of Lauderdale Lakes, Florida, hereinafter called the City in the penal sum of:

Amount of 5% of Bid Dollars $_____

lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the Bidder has submitted the accompanying Bid, dated September 9th, 2025, for:

PROJECT NAME: Lauderdale Lakes Stormwater Conveyance and Water Quality Improvement Project– CANAL 8, BID NO: 25-6310-15B

NOW, THEREFORE,

1. It is a condition precedent to the submission of said Bid that a certified check, cashiers check or bid bond in the amount of five percent (5%) of the base Bid be submitted with said Bid as a guarantee that Bidder will, if awarded the contract, enter into a written contract with the City.

2. If the Bidder shall not withdraw said bond within ninety (90) days after date of the same, and shall within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the City in accordance with the Bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligation shall be void and of no effect, otherwise the sum herein stated shall be due and payable to City and the Surety herein agrees to pay said sum immediately upon demand of the City in good and lawful money of the United States of America as liquidated damages for failure thereof of said Bidder.

IN WITNESS WHEREOF, the above-bounded parties executed this instrument under their several seals, this 9th day of September 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required. If Corporation, Secretary Only will attest and affix seal.)

WITNESSES:

BIDDER

(AFFIX SEAL)

MD. SHAHINUR RAHMAN, CEO (SAFA CONSTRUCTION)
By (Signature & Title)

Typed Name & Title signed above

ATTEST:

Riley King
Secretary

FCCI Insurance Company
CORPORATE SURETY (Affix Seal)

Orlando Cruz Attorney-in-Fact
By (Signature & Title)

Orlando Cruz Attorney-in-Fact
Typed Name & Title signed above

ATTEST:

Seal) Business Phone

Secretary

Attorney in Fact (Affix

382 NE 191st ST
Business Address

Miami FL 33179
City State

Rgi Bonding, PLLC
Name of Local Insurance Agency

(AFFIX SEAL)

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Joshua Roberts; Orlando Cruz

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $30,000,000.00): $30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 20th day of December, 2024.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 9th day of September, 2025

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 1/2025

B5. Certificate And Affidavit for Bonds

Alscott, Inc.

An AssuredPartners Company
4911 S. Arrowhead Dr. Suite 310
Independence, MO 64055
Phone: 816-525-3155

October 26, 2022

Re: Safa Construction
Davie, FL
Bonding Program

Dear Sir or Madam:

Please let this letter serve as notice that Safa Construction is bonded by the Foundation Surety & Insurance Solutions, which is listed as a U.S. Treasury Department approved surety.

Based upon our solid relationship, and Safa Construction's top rated performance, we are pleased to state that Safa Construction does have bonding capacity currently available with Foundation Surety & Insurance Solutions for a single bond of $1.5 million with an aggregate of up to $3.5 million. It is understood the issuance of any final or bid bonds is a matter between the Safa Construction and Foundation Surety & Insurance Solutions and no liability to third parties is assumed should bonds not be executed for any reason.

We fully recommend Safa Construction for your construction needs. You will find the company has a proven track record of owner satisfaction and of bringing projects in on time and within budget.

If you have any questions, please feel free to call.

Sincerely,

David S. Salavitch

David S. Salavitch
President

B6. Bidder's Qualifications Statement

BIDDER'S QUALIFICATIONS STATEMENT

BIDDER'S GENERAL INFORMATION:

Bidder shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

1. Bidder's Name, Principal Address, Phone, Fax Number and Email:

   SAFA CONSTRUCTION, LLC

   11186 SW 17TH MNR, DAVIE, FL 33324

   FAX - N/A, PHONE # (954) 326-8295

   E-MAIL : md.rahman@safaconstruction.net

2. Number of years as a Contractor in this type of work: 3 Year 8 Month

3. Names and titles of all officers, partners or individuals doing business under trade name:

   MD SHAHINUR RAHMAN, CEO

   DILNAHAR HOSSAIN SHUVO, Secretary

4. The business is a: Sole Proprietorship O Partnership O Corporation ☑

5. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

   Joshua Roberts, Company name :ASI Bonding an AssuredPartners Company, Email: alscottjcr@gmail.com Phone: (305) 270-9232

6. What is the last project of this nature that you have completed? Include the project value.

   February 2025, 1.2 Million, June 2025 250k

7. Have you ever failed to complete work awarded to you. If so, when, where and why?

   NO

8. Have you personally inspected the proposed Work and do you have a complete plan for its performance?

   Yes

9. List CM's or GC's your company has worked for within the past three years.

CM/GC No. 1	Contact Person:	Tel: Fax:	
Next Gen Construction & Demolition Corp	Brain Vega	786 202 5693	
CM/GC No. 2 Reysan Excavation Services Inc	Contact Person: Reynel Santiestban	Tel: Fax: (786) 608-9942	

10. List three SIGNIFICANT PROJECTS completed within the past five years.

Project No. 1 NANNASS RESIDENCE	Location: 1515 East 9th Street, Lehigh Acres, Fl 33972 921 Lake Avenue, Lehigh Acres, Fl 33972 1218 Mckinley Avenue, Lehigh Acres, Fl 33972 and others	Your $ contract Amount: 1.2 Million	Date Completed: 2024 November
Contracting Agency/Owner: SARAH REAL ESTATE INVESTMENTS	Contact Person: ANISS NANNAN	Tel: (305) 303-3501 Fax:	
Project No. 2 Pond Restoration	Location: 1530 Evans Rd LaBelle, Florida	Your $ contract Amount: 250 K	Date Completed: June,2025
Contracting Agency/Owner: SARAH REAL ESTATE INVESTMENTS	Contact Person: ANISS NANNAN	Tel: (305) 303-3501 Fax:	
Project No. 3 Sesame Street Culvert Replacement	Location: Opa-Locka, FL	Your $ contract Amount: 1.2 Million	Date Completed: Feb, 2025
Contracting Agency/Owner: City of Opa-Locka	Contact Person: Carlos Gonzalez (PM-CIP)	Tel: (305) 206 0279 Fax:	

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

MD Shahinur Rahman, PE, CGC (Experience 25 years)

Dilnahar Hossain Shuvo, PE (Experience 15 years)

12. State the name and licensing of the individual who will have personal supervision of the Work.

MD Shahinur Rahman, CGC 1531601, PE 80669

13. Will you sublet any part of this Work? If so, give details.

No

14. What equipment do you own that is available for the Work? (Attach additional sheets as necessary)

We use commercial equipment rental company for our work. We have commercial account with united rental and sunbelt rental.

15. What equipment will you purchase for the proposed Work?

No, we will purchase any equipment, we will rent the equipment.

16. What equipment will you rent for the proposed Work?

Excavator, Barge, Boats, Loader

Principal Materials Manufacturer and Subcontractors. The Bidder who proposes to perform Work per the project scope is submitting this Bid Form. The Schedule of Bid Prices shown on the preceding pages(s) has been calculated and tabulated using basic material prices. The following is a list of material manufacturers and subcontractors whose materials and services said Bidder proposes to furnish and utilize if awarded a Contract for the Work specified herein. It is understood that the following list is not complete, but includes the names of manufacturers of the principal components and subcontractors supplying principal services to said project. It is also understood that if awarded a Contract, the Bidder will furnish the materials of the manufacturers and utilize the services of the subcontractors stated herein and that if for any reason whatsoever Bidder wishes to substitute materials or subcontractors, Bidder shall request permission in writing from the City stating fully the reason for making such a request prior to ordering same.

All manufacturers or their authorized vendors have been made aware of all the appropriate portions of the Bid Documents and agree that their materials will meet all of the requirements stated therein and deliveries will be scheduled so as not to impede the progress of the Work.

Materials: Note : Shop drawing will be submitted to the City for all product approval.

Item	Manufacturer
Gabion	RH More & Associates
Geo-textile	Mirafi FW404 Woven Geotextile
Shoresox	Shoresox Erosion Solution
Rip rap, stone etc	FDOT approved Mine- TITAN Florida

SUB-CONTRACTORS:

Name	License#	Duties	Contract Amount $	% of Contract
REYSAN EXCAVATION SERVICES INC	Sun biz # : P21000097705	Excavate the canal bottom and sides	Not fixed yet	Not fixed yet
QUALITY GRADING, LLC.	Sun biz # : L23000421068	Putting stone canal bottom and sides, gabion	Not fixed yet	Not fixed yet
ALLIED TRUCKING OF PALM BEACH, L.C.	Sun biz # : L98000002772	Getting the material in and out	Not fixed yet	Not fixed yet

The Bidder acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by City in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the contract shall cause the City to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The Bidder also acknowledges that all information listed above may be checked by the City and authorizes all entities or persons listed above to answer any and all questions. Bidder hereby indemnifies the City and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

BIDDER's Signature

Safa Construction, LLC

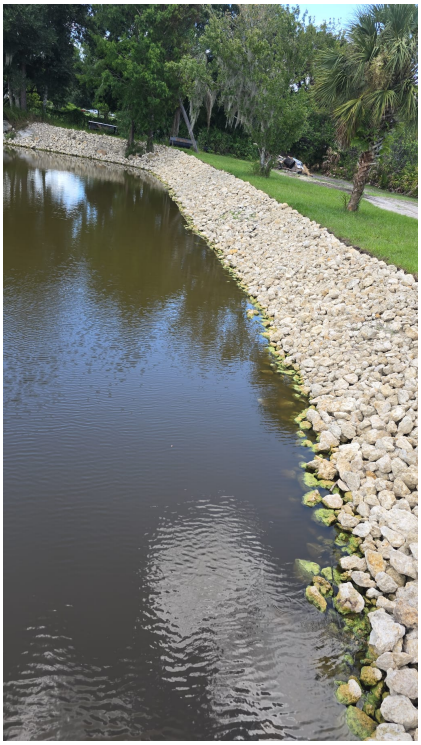
(Print or Type Name)

09/07/2025

Date

Additional information for item 10 (Simler Construction experience)

Construction-1 By the Prime contractor, Safa Construction, LLC
Location: 1530 Evans Rd, LaBelle, Florida (Pond restoration project)







Construction-2 By the Prime contractor, Safa Construction, LLC
Location: Opa-Locka Canal @ Sesame Street (Canal Bank restoration)









Construction-3 By the Sub-Contractor, Quality Grading, LLC
Location: Davis Boulevard (roadside ditch erosion control)



Additional information for item 11 (Experience)

MD Shahinur Rahman, CGC, PMP, MS, PE (CA, FL),

CEO

SAFA CONSTRUCTION, LLC

EDUCATION

- Master of Science in Computer Science, Texas A&M University, TX, 2003
- Bachelor of Science in Civil Engineering, Bangladesh University of Engineering and Technology (BUET), 1998

PROFESSIONAL CERTIFICATIONS

- Certified General Contractor CGC License No. 1531601
- Professional Engineer FL PE License No. 80669
- Professional Engineer CA PE License No. 75093
- Project Management Professional, Cert No 1474518

PROFESSIONAL TRAINING

- 30 Hours OSHA
- Advanced MOT Certification

KEY EXPERIENCE

- Construction Administration
- CPM Scheduling
- Asset Management
- Contract Negotiation
- Strategic Planning
- Estimating and Bids
- Value Engineering
- Quality Assurance
- Business Development
- Clients Relationship
- Procurement
- Leadership

WORK HISTORY

- SAFA Construction LLC.
- SSN Engineering
- Marlin Engineering
- Kimley-Horn and Associates

SUMMARY OF EXPERIENCE

Over Twenty (20) years of professional experience in Civil Engineering and leading all functions of Heavy Civil Construction and Project Management including Contract Administration, Accounting, Planning, Design, Processing, Specs Review, Field Supervision and Operations, Managing Staff, Mentoring young Professionals, Supervising sub-contractors, Budgeting, Scheduling, Progress Reporting and Timely Completion of Projects. Mr. MD's areas of expertise are:

- Manage contracts and completion of several municipal, commercial and private construction projects from a variety range of scopes and in excess of $15 Billion.
- Monitoring the progress of contracts administration including design-build projects.
- Receive and analyze bids after award for turnover to management team.
- Execution of construction including supervision of subcontractors, and awarding sub's subcontracts and major purchase orders with vendors and suppliers.
- Work with Senior VP, operations manager, field and office core personnel to establish planning for job Execution and Logistics.
- Evaluate and maintain cost control and forecasting from beginning and thru the duration of project.
- Coordinates requirements of governing authorities for permits, inspections and final approval of the project with A/E.
- Maintain submittal control, including scheduling, receiving, reviewing, approving and expediting submittals from suppliers and subcontractors to comply with progress of CPM schedule.
- Manages client relations and participate with the development of new business for the company.
- Control invoicing from subcontractors and vendors, including review and approval of schedules of values, pay requisitions and verify compliance of subs with proper insurance coverage.
- Review and monitors QC/QA and safety.
- Supervise and assists in the development of office personnel through mentoring and on-the-job training.
- Effectively manages project close-out tasks and warranty work.

PROJECT EXPERIENCES

- Midtown Miam, Miami Dade County FL - Installation of 26,400 LF of 36" C-900 PVC Pipe, 21,400 LF of 42" HDPE pipe including a new meter station and site work restoration for asphalt, concrete sidewalks, curbing, driveways, installation of new drainage structures, piping valves and appurtenances - $25M

- Marriott at Miami Airport , Miami, FL - Installation of 38,500 LF of 28" HDPE and 9,100 LF of 14" HDPE piping system including 200 LF of 30" DIP pipe and overhead metal bridge, nine (9) Recovery Well Systems connected to 28" header pipe with approx. depth from 70-95 feet. FL - $17.0 M

Ms. Shuvo, with ten years of experience, has prepared calculations and plans for the design of highways and streets, including roadway alignments and profiles, signing and striping, lighting, paving, and grading, preforming quantity calculations, design calculations, and project cost estimating, researched standards and specifications and has worked with City, County, State, and Federal manuals utilizing applied software to perform engineering analysis and prepare reports. She also has lighting, sign design and drainage design experience using AGI32, Guide Sign, AutoTurn Analysis and ICPR. Ms. Shuvo has working experience with OpenRoads Designer, MicroStation, AutoCAD, Microsoft Office, HCM 2000, and CORSIM (Version 6.0).

EDUCATION

Master of Science in Civil Engineering, Florida International University (FIU), Florida, 2008

Bachelor of Science in Civil Engineering, Bangladesh University of Engineering & Technology, (BUET), Bangladesh, 2004

REGISTRATION

Professional Engineer #92997, FL

CERTIFICATIONS/TRAINING

Certified, Advanced Work Zone Traffic Control, 2021

Training, FDOT, Specifications Package Preparation, 2016

PROJECT EXPERIENCE

I-95 and Spanish River Boulevard Interchange, Palm Beach County – FDOT District 4

Engineer Intern responsible for assisting in the design for the drainage modifications of Segments 4 and 5. This task was part of the on-going design build project at the I-95 Spanish River Blvd Interchange in Boca Raton, FL. This project included the construction a new two-level interchange, modification of the existing Yamato Road and I-95 interchange, addition of auxiliary lanes from Glades Road to Congress Avenue on I-95 and cross street improvements of Spanish River Blvd. and Yamato Road. This two-level interchange includes coordination with FAA, Boca Airport, City of Boca Raton, and Florida Atlantic University (FAU). This improvement will provide connectivity between FAU, Tri-Rail and I-95 and alleviate daily congestion as well as accommodate traffic generated during events held at the FAU stadium.

Boynton Beach Various Locations, Palm Beach County – FDOT District 4

Project Engineer for this is a federally funded, MPO driven, off-system project to improve mobility along Boynton Beach Blvd. This project has two main corridors with various segments. The first segment runs along Boynton Beach Blvd, the existing travel lanes width will be reduced to provide an 11' and 10' travel lane in each direction with sharrows and an 11' and 15' shared use path. This segment also includes decorative lighting along the corridor. The second segment runs along NE 3rd St, Boynton Beach Blvd, and Ocean Ave providing sharrows. The main items included in the scope are, the accommodation of bicyclists.

City of Oakland Park Lakeside Sidewalks – Various Locations, Broward County – FDOT District 4

Project Engineer for this mobility project consisting of pedestrian improvements for the Lakeside neighborhood. Improvements include filling sidewalk gaps, drainage improvements, and signing and pavement markings.

SR 615/S 25th St from N of Edwards Rd to N of Virginia Ave, St. Lucie County – FDOT District 4

Project Engineer for this RRR project consisting of milling and resurfacing of the existing pavement to extend the service life of the corridor, as well as general highway safety enhancements. The project also includes lighting retrofit at the three signalized intersections and the addition reflectorized backplates.

SR 809/Military Trail from Dyer Blvd to N of Flag Dr, Palm Beach County – FDOT District 4

Project Engineer for this RRR project consisting of milling and

B7. Drug Free Workplace Certification

DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State 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 (Florida Statutes Section 287.087). 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, and 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 employees 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.

7. Your firms Drug-Free Workplace Policy must be attached to this executed form and submitted with the Bid Documents.

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



BIDDER's Signature

MD SHAHINUR RAHMAN, CEO (SAFA CONSTRUCTION, LLC)

(Print or Type Name)

B8. Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF BROWARD

_____ being first duly sworn, deposes and says that:

1. Bidder MD SHAHINUR RHMAN is OWNER the OF SAFA CONSTRUCTION, LLC,
(Owner, Partner, Officer, Representative or Agent)

2. Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or 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 City, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest.

_____
BIDDER's Signature

MD SHAHINUR RAHMAN
(Print or Type Name)

Sworn to (or affirmed) and subscribed before me via □ physical presence OR □ online notarizations this 4th day of August, 2025.

By MD SHAHINUR RAHMAN

Personally known ✓ OR produced identification _____

Type of identification produced: _____.

Reiaz Khan
Signature of Notary Public, State of Florida

REIAZ KHAN
MY COMMISSION # HH 701514
EXPIRES: November 20, 2029

B9. Trench Safety Act Compliance

TRENCH SAFETY ACT COMPLIANCE

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder by signing and submitting the Bid is, in writing, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance.

(This is basically canal bank restoration project, no trench back shoring required for this project. Soil slope should be establish by standard soil slope.)

Method of Compliance	Cost

Bidder acknowledges that this cost is included in the applicable items of the Bid Form and in the Grand Total Bid Price. Failure to complete the above and sign below may result in the bid being declared non-responsive.

The Bidder is, and the City are not, responsible to review or assess City's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the City are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act".



BIDDERS Signature

MD Shahinur Rahman

(Print or Type Name)

B10. Warranties

WARRANTIES

In consideration of, and to induce the Award of **THE City of Lauderdale Lakes, Florida,** Construction Contract described in these Bid Documents, the Contractor represents and warrants to the City of Lauderdale Lakes, Florida:

1. The Contractor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Contractor in the Construction Contract; and

2. That the facts stated in the Contractor's Bid and information given the Contractor pursuant to the Request or Proposal for Bids, instructions to contractors and Specifications are true and correct in all respects; and

3. That the Contractor has read and complied with all of the requirements set forth in the request for Bids, Instructions to Contractors and Specifications; and

4. That the Contractor warrants all materials supplied by it under the terms of the Construction Contract are delivered to the City of Lauderdale Lakes, Florida, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to sell the same and will defend the conveyance to the City of Lauderdale Lakes, Florida, against all persons claiming the whole or any part thereof; and

5. That the materials supplied to the City of Lauderdale Lakes, Florida, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and

6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and

7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the Contractor as per the attached Warranty.

8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the City shall give the Contractor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the Contractor shall be allowed a reasonable time after receipt of such notice to correct the defect and the City agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the Contractor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and

9. That this Warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amounts of Two Million ($2,000,000.00) Dollars for property damage and Two Million ($2,000,000.00) Dollars for personal injury as shown on the Certificates of such Insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this Warranty; and

10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the City in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Contractor, and in accordance with the Contractor's recommendations, a copy of which has either been supplied

to the City of Lauderdale Lakes should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, the City of Lauderdale Lakes, Florida, agrees to present such records to the Contractor upon request in the event of a claim hereunder by the City;

11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and

12. That it is agreed and understood by the Contractor that the City of Lauderdale Lakes, Florida, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this day of September 07, 20 25.

(SEAL)

SAFA CONSTRUCTION, LLC CORPORATE SEAL FLORIDA

Contractor:

BIDDER's Signature

MD SHAHINUR RAHMAN

(Print or Type Name)

ATTEST:

Secretary

B11. E-Verify Affirmation Statement

CITY OF LAUDERDALE LAKES

E-VERIFY AFFIRMATION STATEMENT

ITB/Bid/Contract No: ITB 25-6310-15B

Project Description: Lauderdale Lakes Stormwater Conveyance and Water Quality Improvement Project-Canal 8

Per Florida State Statutes, Chapter 448.095(2), effective January 1, 2021, no public contract can be entered into without an E-Verify certificate. This applies to both Prime Contractors and subcontractors. It is the responsibility of the Prime Contractor to verify compliance with subcontractors.

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

a) All persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

b) All persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify system during the term of the Contract is a condition of the Contract.

SAFA CONSTRUCTION, LLC

CONTRACTOR/PROPOSER/BIDDER Company Name

Authorized Company Signature

09/07/2025

Date

MD SHAHINUR RAHMAN

Authorized Company Printed Name

CEO

Title

B12. Prof of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/10/2025

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

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

PRODUCER	CONTACT NAME: Alberto Corona	
Insurance by Rob 4801 Johnson Road #13-14 Coconut Creek FL 33073	PHONE (A/C, No, Ext): (954) 331-4468	FAX (A/C, No):
	E-MAIL ADDRESS: service@InsuranceByRob.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : SECURITY NATL INS CO	19879
INSURED SAFA CONSTRUCTION, LLC 11186 SW 17th Mnr Davie FL 33324	INSURER B : INFINITY ASSUR INS CO	39497
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			RN-7-0511149	05/06/2025	05/06/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			50015963501	10/20/2024	10/20/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

CITY OF LAUDERDALE LAKES
4300 NW 36TH ST
LAUDERDALE LAKES, FL 33319

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Felipe Rueda

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/10/2025

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

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

PRODUCER FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	CONTACT NAME: FrankCrum Certificate Department PHONE: (727) 799-1229 FAX: E-MAIL ADDRESS:	
	INSURERS(S) AFFORDING COVERAGE	**NAIC#**
	INSURER A: **Frank Winston Crum Insurance Company**	**11600**
INSURED FrankCrum L/C/F SAFA Construction, LLC 100 South Missouri Avenue Clearwater, FL 33756	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1421272 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURENCE	$
	CLAIMS MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PROJECT LOC						PRODUCTS-COMP/OP AGG	$
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE UNIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURENCE	$
	EXCESS LIAB CLAIMS MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC202500000	01/01/2025	01/01/2026	X PER STATUE / OTHER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

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

Effective 04/01/2024, coverage is for 100% of the employees of FrankCrum leased to SAFA Construction, LLC (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER	**CANCELLATION**
City of Lauderdale Lakes 4300 NW 36th St Lauderdale Lakes, FL 33319	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **AUTHORIZED REPRESENTATIVE**

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B13. License

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

RAHMAN, MD SHAHINUR

SAFA CONSTRUCTION, LLC
11186 SW 17TH MNR
DAVIE FL 33324

LICENSE NUMBER: CGC1531601

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/21/2024

Do not alter this document in any form.

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Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

RAHMAN, MD SHAHINUR

11186 SW 17T MNR
DAVIE FL 33324

LICENSE NUMBER: PE80669

EXPIRATION DATE: FEBRUARY 28, 2025

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Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SHUVO, DILNAHAR HOSSAIN

11186 SW 17TH MNR
DAVIE FL 33324

LICENSE NUMBER: PE92997

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com

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4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA, 33319-5599
TEL 954.535.2700 / FAX 954.535.1892
www.lauderdalelakes.org

CONSTRUCTION CONTRACT
#25-6310-15B, WATER QUALITY IMPROVEMENT PROJECT CANAL 8

THIS AGREEMENT is made and entered into as of this 25th day of November, 2025, between the CITY OF LAUDERDALE LAKES FLORIDA, a Florida municipal corporation, (CITY), and SAFA CONSTRUCTION, LLC (CONTRACTOR) whose FEIN Number is 01-0632027, (Parties).

WHEREAS, the CITY desires to retain a CONTRACTOR for the Project as expressed in its Invitation to Bid No. ITB-ITB 25-6310-15B-0-2025/AP for Water Quality Improvement Project Canal 8, which closed on September 12, 2025; and

WHEREAS, the CONTRACTOR has expressed its willingness and capability to perform the necessary work to accomplish the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

Wherever used in this Agreement or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

1.1 **Agreement -** The written agreement between CITY and CONTRACTOR covering the Work to be performed including other Contract Documents that are attached to or incorporated in the Agreement. Also referred to as "Contract".

1.2 **Change Order -** A document which is signed by the CITY and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Term or Compensation, issued on or after the Effective Date of the Agreement.

1.3 **CITY -** The City of Lauderdale Lakes or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

1.4 **Contractor** – The individual, partnership, corporation, joint-venture, or other legal entity with whom the CITY has entered into the Agreement.

1.5 **Contract Documents** - The Contract Documents shall consist of the Drawings, Plans and Specifications, Notice to Proceed, Certificate(s) of Insurance, Payment and Performance Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, change orders and work directive changes issued on or after the effective date of the Agreement.

1.6 **Drawings -** The drawings which show the character and scope of the Work to be performed and which are referred to in the Contract Documents.

1.7 Engineer - The CITY'S Engineer of the City of Lauderdale Lakes, Florida, or the authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

1.8 Notice to Proceed - A written notice given by CITY to CONTRACTOR fixing the date on which the Work shall commence and the CONTRACTOR begins to perform its obligations under the Contract Documents.

1.9 Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship regarding the project.

1.10 Worksite – Location(s) inclusive of each site described in the plans and/or specifications.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 Enumeration of Contract Documents:

The Contract Documents comprise the entire agreement between CITY and CONTRACTOR and consist of the following:

(1) This Agreement.
(2) Construction performance bond.
(3) Construction payment bond.
(4) Insurance certificate(s) per ITB requirements.
(5) Notice of Award and Notice to Proceed.
(6) Request for Proposal and the Specifications prepared by the CITY (Exhibit 1)
(7) CONTRACTOR's Response to the CITY's Invitation to Bid No. ITB25-6310-15B dated September 12, 2025 (Exhibit 2).
(8) Schedule of Prices.
(9) Standard General Conditions of the Construction contract for the City of Lauderdale Lakes Florida (Exhibit 3).

Any amendments executed by the CITY and the CONTRACTOR shall become part of this Agreement. Documents not included in this Article do not, and shall not, form any part of this Agreement. In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

a. Specific direction from the City Commission (or designee).
b. This Agreement dated November 25, 2025.
c. Exhibit 1. Invitation to Bid 25-6310-15B
d. Exhibit 2. Bid submitted September 12, 2025
e. Exhibit 3. Standard General Conditions of the Construction Contract.

2.2 Conflict, Error or Discrepancy:

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to the CITY, in writing at once and, before proceeding with the Work affected, shall obtain a written interpretation or clarification from CITY.

2.3 Representation of CONTRACTOR:

Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the Work site and is familiar with the local conditions under which the Work is to be performed.

ARTICLE 3 - SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials and equipment and perform all the necessary work in the manner and form provided in the contract documents.

ARTICLE 4 - TERM

The Work to be performed under this Agreement shall commence upon the date specified in the Notice to Proceed and, subject to authorized adjustments, shall be completed no later than one (1) year after the execution of this Agreement. CONTRACTOR agrees that all Work under this Agreement shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed term. Failure to achieve timely, substantial and/or final completion shall be regarded as a material breach of this Agreement, and shall be subject to the appropriate remedies including but not limited to liability for liquidated damages in accordance with Article 10.

ARTICLE 5 - COMPENSATION

CITY shall pay CONTRACTOR for the performance of all work, in accordance with Article 13, subject to additions and deductions by Change Order as provided in this Agreement, up to **Two Million, Two Hundred Eighteen Thousand, Seven Hundred Forty Dollars and Zero Cents ($2,218,740.00)**. Compensation for future performance and work must be approved by City Commission.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Liability for Contracted Work:

As an inducement for CITY to enter into this Agreement, CONTRACTOR has represented an expertise in professional construction of public construction projects by qualified and licensed general construction contractors. In reliance upon those representations, CITY hired CONTRACTOR to construct the Project. CONTRACTOR shall be liable for any defective or negligent work, whether patent or latent, and/ or any negligence, strict liability or breach of other legal duty.

6.2 Shop Drawings and Samples:

6.2.1 CONTRACTOR shall submit to CITY for review and approval five (5) copies of all Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles seven (7) calendar days before the scheduled commencement of the construction work. The purpose of the Shop Drawing is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of compliance with the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CITY to review the information as required.

6.2.2 CONTRACTOR shall also submit to CITY, for review and approval, all samples required by the Contract Documents which shall clearly identify material, supplier, pertinent data such as catalog numbers and the intended use.

6.2.3 Before submission of each Shop Drawing or sample, CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.2.4 At the time of each submission, CONTRACTOR shall give CITY specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall specifically note each variation on each Shop Drawing submitted for review and approval. Failure by the CITY to notice or identify CONTRACTOR's failure to make the notation shall not relieve CONTRACTOR from the responsibility to comply with the Contract Documents.

6.2.5 Approval of the Shop Drawings by CITY shall be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such drawings nor for the proper fittings and construction of the Work, nor for the furnishing of material or work required by the Agreement and not indicated on the drawings. No work called for by any Shop Drawing shall be done until the drawings have been approved by CITY.

6.3 Supervision:

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention and applying CONTRACTOR's best skill, attention and expertise. CONTRACTOR shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall ensure that the finished Work complies accurately with the Contract Documents.

6.4 On Site Management:

CONTRACTOR shall keep on the Work site at all times during its progress a competent on-site manager and any necessary personnel who shall not be replaced without written notice to CITY unless the personnel proves to be unsatisfactory to CONTRACTOR or to the CITY. The on-site Manager shall be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the on-site Manager shall be as binding as if given to CONTRACTOR.

6.5 Labor:

6.5.1 Construction services shall be performed by qualified construction contractors licensed to do business in the State of Florida. Suppliers shall be selected and paid by the CONTRACTOR; the CITY reserves the right to approve all suppliers and materials.

6.5.2 CONTRACTOR shall provide and pay for competent, suitably qualified personnel to perform the work as required by the Contract Documents. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. CONTRACTOR shall at all times maintain good discipline and order at the Work site. Except in connection with the safety or protection of persons, the Work, or property adjacent to the site, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during the hours of 7:30 a.m. and 6:00 p.m. CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday or any legal holiday without CITY's written consent.

6.6 Materials:

6.6.1 Unless otherwise specified in this Agreement, CONTRACTOR shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the Work.

6.6.2 CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Contract Documents and that the work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents.

6.7 Subcontractors, Suppliers and Others:

6.7.1 Prior to the execution of this Agreement and in any event prior to the commencement of any work, CONTRACTOR shall furnish, in writing to the CITY, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. CITY shall advise CONTRACTOR, in writing, of any proposed person or entity to which CITY has an objection. CONTRACTOR shall not contract with a proposed person or entity to whom CITY has made an objection. If CITY objects to a person or entity proposed by CONTRACTOR, CONTRACTOR shall propose another to whom CITY has no objection. CONTRACTOR shall not change a subcontractor, person or entity previously selected if CITY makes objection to the change.

6.7.2 CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the CONTRACTOR, its employees, subcontractors, suppliers, other persons directly or indirectly employed by its subcontractors or suppliers, persons for whose acts any of them may be liable and any other persons or organizations performing or furnishing supplies under a direct or indirect Contract with CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between CITY and any such

Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of CITY to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

6.7.3 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to all applicable terms and conditions of the Contract Documents for the benefit of CITY.

6.8 Patent Fees and Royalties:

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use of the license in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

6.9 Permits:

CONTRACTOR shall obtain and pay for all permits and licenses and all related costs for inspection and administration. There will be no cost for permits issued by the CITY.

6.10 Compliance with Laws and Regulations:

CONTRACTOR shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. CITY shall not be responsible for monitoring CONTRACTOR's compliance with any laws and regulations. CONTRACTOR shall promptly notify CITY if the Contract Documents as observed by CONTRACTOR are at variance with applicable laws and regulations.

6.11 Risk of Loss; Ownership:

The risk of loss, injury or destruction shall be on CONTRACTOR until acceptance of the Work by CITY. Title to the Work shall pass to CITY upon acceptance of the Work by CITY.

6.12 Taxes:

CONTRACTOR shall pay all sales, consumer, use and other similar taxes. CONTRACTOR is responsible for reviewing the pertinent state laws and regulations involving such taxes and complying with all requirements.

6.13 Use of Premises:

6.13.1 CONTRACTOR shall confine equipment, the storage of materials and equipment and the operations of workers to the work 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 land or areas or to the owner or occupant of any contiguous land or areas, resulting from the performance of the Work. Should any owner or occupant because of the performance of the Work make any claim against CITY, CONTRACTOR shall promptly attempt to settle with the claimant by agreement or otherwise resolve the claim.

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

6.13.3 CONTRACTOR shall not permit any part of any structure or land to be treated in any manner that will endanger the structure or any land, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or processes that will endanger it.

6.14 Access to Work:
CONTRACTOR shall provide CITY, its 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 proper and safe conditions for access and shall advise these authorized persons of CONTRACTOR's site safety procedures and programs.

6.15 Safety and Protection:

6.15.1 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. This paragraph applies to all the Work, materials and equipment, whether in storage on or off the site; and other property at the site or adjacent to the site.

6.15.2 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.

6.16 Environmental:

The CONTRACTOR has fully inspected the worksite and agrees to accept the worksite in an "as is" physical condition, without representation or warranty by the CITY of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the worksite. Further CONTRACTOR and all entities claiming by, through or under CONTRACTOR, releases and discharges the CITY from any claim, demand, or cause of action arising out of or relating to the CONTRACTOR's use, handling, storage, release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the worksite. The CONTRACTOR shall have no liability for any pre-existing claims or "contamination" on the worksite.

CONTRACTOR shall not use, handle, store, discharge, treat, remove, transport or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the worksite until receipt of instructions from the CITY. At such time, a CITY approved change order, which shall not include any profit, shall authorize the CONTRACTOR to perform such services.

CONTRACTOR shall immediately deliver to CITY complete copies of all notices, demands or other communications received by CONTRACTOR from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the worksite which is or could be dangerous to life, limb, property or the environment.

CONTRACTOR indemnifies and agrees to protect, defend, and hold harmless, the CITY and its respective employees, agents, successors, and assigns from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the CONTRACTOR's (or any of its employees, agents, invitees, contractors or sub-contractors) use, handling, storage, release, threatened release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal and/or presence of a Hazardous Substance on, under, from, to or about the worksite or any other activity carried on or undertaken on or off the worksite by the CONTRACTOR or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transportation, decontamination, cleanup, disposal and/or presence or any Hazardous Substance located, transported, or present on, undue, from, to, or about the worksite. This indemnity is intended to be operable under 42 U.S.C. section 9607, as amended, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the

cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to, destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code, ordinance, or legal requirement, state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

The indemnification obligations contained herein are supported by separate consideration of $10.00 which the proposer acknowledges as adequate.

6.17 Indemnification:

6.17.1 In addition to, CONTRACTOR shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the CONTRACTOR, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or city laws, ordinances or regulations by CONTRACTOR, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by CONTRACTOR of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.

6.17.2 CONTRACTOR agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against CITY, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

6.17.3 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs at trial and appellate levels.

6.17.4 If any Subcontractor, supplier, laborer, or materialmen of CONTRACTOR or any other person directly or indirectly acting for or through CONTRACTOR files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or make a claim against any monies due or to become due from the CITY to CONTRACTOR or from CONTRACTOR to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, CONTRACTOR agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) calendar days of the filing or from receipt of written notice from the CITY.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by CONTRACTOR, all monies due to CONTRACTOR, or that become due to CONTRACTOR before the lien or claim is satisfied, removed or otherwise discharged, shall be held by CITY as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If CONTRACTOR shall fail to do so, CITY shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means CITY chooses at the entire and sole cost and expense of CONTRACTOR which costs and expenses shall

without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to CONTRACTOR. In the event the amount due CONTRACTOR is less than the amount required to satisfy CONTRACTOR'S obligation under this, or any other section of the Agreement, the CONTRACTOR shall be liable for the deficiency due the CITY.

6.18 Survival of Obligations:

All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

6.19 Correction or Removal of Defective Work:

If required by CITY, CONTRACTOR shall promptly correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CITY, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs for the correction or removal of defective work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals).

If the work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

6.20 Force Majeure:

No party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No party shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable by force majeure to carry out its obligation, but the obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The CONTRACTOR further agrees and stipulates that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within two (2) hours after such an occurrence.

ARTICLE 7 - CITY'S RESPONSIBILITIES

7.1 CITY shall furnish data required of CITY under the Contract Documents.

7.2 CITY shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

7.3 Technical Clarifications and Interpretations:

7.3.1 CITY shall issue, with reasonable promptness, such written clarifications or interpretations of the

technical requirements of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should CONTRACTOR fail to request interpretation of questionable items in the Contract Documents, CITY shall not entertain any excuse for failure to execute the work in a satisfactory manner.

7.3.2 CITY shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other party but in no event later than five (5) days after the occurrence of the event, and written supporting data will be submitted to the other party within five (5) calendar days after such occurrence. All written decisions of the CITY on any claim or dispute will be final and binding.

ARTICLE 8 - BONDS AND INSURANCE

8.1 Payment and Performance Bonds:

8.1.1 Prior to commencing work, the CONTRACTOR shall execute and furnish to CITY a performance bond and a payment bond, in a form approved by the CITY and as provided by state law, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: B+ to A+.

8.1.2 The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of this Agreement. The performance bond shall be conditioned that the CONTRACTOR performs the contract in the time and manner prescribed in the Agreement. The payment bond shall be conditioned that the CONTRACTOR promptly makes payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the performance of the Work provided for in this Agreement and any change orders and shall provide that the surety shall pay the amount not exceeding the sum provided in the bonds, together with interest at the maximum rate allowed by law and that the CONTRACTOR and surety shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the performance of this Agreement which the CITY may be required to make by law.

8.1.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, the CONTRACTOR shall record the payment and performance bonds in the public records of Broward County, at its own expense.

8.2 Bonds, Reduction After Final Payment:

The performance and payment bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of these bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Agreed Compensation, or an additional bond shall be conditioned that CONTRACTOR shall correct any defective or faulty Work or material which appears within one (1) year after final completion of the Agreement, upon notification by the CITY.

8.3 Duty to Substitute Surety:

If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, CONTRACTOR shall within three (3) days substitute another bond and surety, both of which must be acceptable to CITY. The CITY shall have the right to disapprove any CONTRACTOR or subcontractor selected by any surety.

8.4 Insurance:

8.4.1 At the time of execution of the Agreement, the CONTRACTOR shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the CITY is an additional, named, first party insured with respect to the required coverage and the operations of the CONTRACTOR under the Agreement. The certificates of insurance shall not only name the types of policies provided, but shall also

specifically refer to this Agreement and shall state that the insurance is as required by Article 8 and its subparts of this Agreement. CONTRACTOR shall not commence work under this Agreement until after CONTRACTOR has obtained all of the minimum insurance described and the policies of such insurance detailing the provisions of coverage have been received and approved by CITY. CONTRACTOR shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, CONTRACTOR shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. CONTRACTOR shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

8.4.2 Insurance Companies selected by CONTRACTOR must be acceptable the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) Calendar days written notice has been given to CITY by certified mail.

8.4.3 The CONTRACTOR shall procure and maintain at its own expense and keep in effect during the full term of this Agreement a policy or policies of insurance which must include the following coverage and minimum limits of liability:

(a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws.

(b) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the Work with the following minimum limits of liability:
$1,000,000.00 - Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence

Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability Policy without restrictive endorsements, as filed with the Florida Department of Insurance and shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:
1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to this Agreement and specifically confirming the indemnification and hold harmless provision in this Agreement; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

(c) Builder's Risk Insurance in an amount not less than the replacement cost for the construction of the Work. Coverage shall be "All Risk" coverage for one hundred percent (100%) of the completed value with a deductible of not more than Five Thousand Dollars ($5,000.00) per claim.

8.4.4 CONTRACTOR shall maintain the Products and Completed Operations Liability Insurance for a period of at least two (2) years after final payment for the Work and furnish CITY with evidence of the continued insurance coverage at the time of final payment.

8.4.5 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

8.4.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

8.4.7 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they have no recourse against CITY for payment or assessments in any form on any policy of insurance.

8.4.8 The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence to the Insurer within fifteen (15) working days of CITY's actual notice of such an event.

8.4.9 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance described and the CITY's approved.

8.4.10 The CONTRACTOR agrees to perform the work under the Agreement as an independent CONTRACTOR, and not as a subcontractor, agent or employee of CITY.

8.4.11 CONTRACTOR shall require each of its subcontractors to maintain the insurance required for each category, and CONTRACTOR shall provide verification to CITY upon its request.

8.4.12 Violation of the terms of this paragraph and its subparts shall constitute a material breach of the Agreement, and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall cease and terminate.

8.4.13 CITY shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others performing the Work. CITY specifically reserves all statutory and common law rights and immunities. Nothing contained in this Agreement is intended to limit or waive any rights or immunities including, but not limited to, the procedural and substantive provisions of Chapter 768, Florida Statutes.

ARTICLE 9 - WARRANTIES; TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

9.1 Warranty of Title:

The CONTRACTOR warrants to the CITY that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

9.2 Warranty of Specifications:

The CONTRACTOR warrants that all equipment, materials and workmanship furnished, whether furnished by the CONTRACTOR, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

9.3 Warranty of Merchantability:

CONTRACTOR warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

9.4 Correction Period:

CONTRACTOR warrants all material and workmanship for a minimum of two (2) year(s) from date of acceptance by the CITY. If, within two (2) year(s) after the date of final completion or such longer period of time as may be prescribed by laws or regulations, or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, whether observed before or after acceptance by CITY, CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY's written instructions, either correct such defective work, or, if it has been rejected by CITY, remove it from the site and replace it with Work that is not defective and that is satisfactorily correct, and remove and replace any damage to other Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential

costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) shall be paid by CONTRACTOR.

9.4.1 Where defective Work (and damage to other work) has been corrected, removed or replaced under this Article, the correction period with respect to such Work will be extended for an additional period of two (2) year(s) after such correction, removal or replacement has been satisfactorily completed.

9.4.2 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which CONTRACTOR might have under the Contract Documents. Establishment of the time period of two (2) year(s) as described in above paragraph relates only to the specific obligation of the CONTRACTOR to correct the work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish CONTRACTOR's liability with respect to the CONTRACTOR's obligation other than specifically to correct the Work.

9.5 CONTRACTOR warrants to the CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

9.6 CONTRACTOR warrants to the CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Agreement.

9.7 CONTRACTOR warrants to the CITY that the performance of the work provided for in the Contract Documents will not result in the breach of any term or provision, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

9.8 CONTRACTOR warrants that there has been no violation or copyrights of patent rights either in the United States of America or in foreign countries in connection with the Work of the Agreement.

9.9 No warranty, either express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect, notwithstanding acceptance and payment by CITY.

9.10 Tests and Inspections:

9.10.1 CONTRACTOR shall give CITY timely notice of readiness of the work for all required inspections, tests or approvals. CONTRACTOR shall assume full responsibility, pay all costs and furnish CITY the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part unless otherwise specified.

9.10.2 Neither CITY nor other inspectors shall have authority to permit deviations from nor to relax any of the provisions of the Contract Documents, nor to delay the Agreement by failure to inspect the materials and work with reasonable promptness.

9.10.3 The payment of any compensation, the giving of any gratuity or the granting of any favor by the CONTRACTOR to any inspectors, directly or indirectly, is strictly prohibited and punishable to the full extent of the law, and any such action on the part of the CONTRACTOR will constitute a termination of this Agreement.

9.11 Warranty Information

The CONTRACTOR shall deliver to the CITY and the CITY shall execute all applicable product and equipment registration, manuals, instructions, keys, accessories and warranty documents in accordance with manufacturers' policies and procedures. CONTRACTOR shall facilitate any necessary warranty claims free of charge.

ARTICLE 10 - LIQUIDATED DAMAGES

If the awarded BIDDER fails to complete the project by the completion date stated on the Bid Form, it is

understood that five-hundred dollars ($500.00) per calendar day will be deducted as liquidated damages, for each day beyond the substantial completion time and five-hundred dollars ($500.00) per calendar day will be deducted as liquidated damages, for each day beyond the final completion time unless time extension is approved by the City Manager, it being agreed that the damage suffered by the CITY for such delay(s) cannot be specifically ascertained.

ARTICLE 11 - CHANGES IN THE WORK

11.1 One or more changes to the work within the general scope of this Agreement may be ordered by Change Order. The Contractor shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Article.

11.2 A Change Order shall mean a written order to the CONTRACTOR executed by the parties after execution of this Agreement, directing a change in the work and may include a change in the agreed compensation in accordance with Article 12 or the time for the CONTRACTOR's performance.

11.3 The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the work and the CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order.

11.4 The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approval is required by the CONTRACTOR's surety or by law. The CONTRACTOR's execution of the Change Order shall constitute the CONTRACTOR's warranty to the CITY that the surety has been notified of, and consents to, such Change Order and the respective increase in the Performance bond amount commensurate with the Change Order(s). Furthermore, upon the CONTRACTOR's execution of the Change Order(s), the surety shall be conclusively deemed to have been notified of such Change Order by the CONTRACTOR in the increase in the required Performance Bond amount, and to have expressly consented.

ARTICLE 12 - CHANGE IN COMPENSATION

Change orders approved by CITY shall be computed as follows:

12.1 Cost of the Work:

The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by CITY, these costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 12.2:

12.1.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

12.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.

12.1.3 Supplemental costs including the following:

12.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.

12.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY, and the costs of transporting, loading, unloading, installing, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.

12.1.3.3 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by laws or regulations.

12.1.3.4 Royalty payments and fees for permits or licenses.

12.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.

12.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

12.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

12.2 Not Included in the Cost of the Work:
The term "cost of the Work" shall not include any of the following.

12.2.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.1.1, all of which are to be considered administrative costs covered by CONTRACTOR's fee.

12.2.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

12.2.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

12.2.4 Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain them.

12.2.5 Costs due to the negligence of CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

12.2.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.1.

12.3 Cost Breakdown Required:

Whenever the cost of any Work is to be determined pursuant to this Article, CONTRACTOR will submit in form acceptable to the CITY an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the CONTRACTOR shall submit an estimate substantiated by a complete itemized breakdown as follows:

(a) The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.
(b) Whenever a change involves the CONTRACTOR and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the CONTRACTOR and each subcontractor shall be itemized separately.

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION OF WORK

13.1 Progress Payments:

13.1.1 CONTRACTOR may request payments for work completed during the project at intervals of not more than once a month. The CONTRACTOR's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with a certification by the CONTRACTOR that the CONTRACTOR has disbursed to all subcontractors and suppliers their pro-rata shares of the payment out of previous progress payments received by the CONTRACTOR for all work completed and materials furnished in the previous period or properly executed releases of liens by all subcontractors, suppliers and materialmen who were included in the CONTRACTOR's previous applications for payment, and any other supporting documentation as may be required by the CITY, the ENGINEER or Contract Documents. Each requisition shall be submitted in triplicate to the CITY for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) calendar days after approval of the CONTRACTOR's requisition for payment. Any rejection by the CITY of any specific item (s) shall result in CONTRACTOR being notified of the rejection within five (5) Business days of the rejection.

13.1.2 Five percent (5%) of all monies earned by the CONTRACTOR shall be retained by the CITY until the work is totally completed and accepted by the CITY.

13.2 Inspection:

CITY shall make an inspections as necessary and notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take the necessary measures to remedy any deficiencies within five (5) calendar days of the inspection.

13.3 Final Application for Payment:

After CONTRACTOR has completed all corrections to the satisfaction of CITY and delivered all maintenance and operating instructions, schedules, warranties, guarantees, bonds, certificates of inspection, marked up record documents and other documents required by the Contract Documents or requested by the CITY, CONTRACTOR may make application for final payment. The final application for payment shall be accompanied by (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the work; or (2) CONTRACTOR's receipts in full covering all labor, materials and equipment for which a lien could be filed; or (3) a final affidavit stating that all laborers, materialmen, suppliers and subcontractors who worked for CONTRACTOR under this Contract have been paid in full or if the fact be otherwise, identifying the name of each lien or who has not been paid in full and the amount due or to become due each for labor, services or materials furnished. If any subcontractor or supplier fails to furnish a release or receipt in full, CONTRACTOR shall furnish a bond satisfactory to CITY to indemnify CITY against any lien, or the CITY may directly pay any subcontractor or supplier and deduct that amount due to CONTRACTOR.

In addition, CONTRACTOR shall also submit with the final application for payment, the completed set of "As-Built" drawings for review and approval. The "As-Built" drawings shall be prepared, sealed and certified by a professional surveyor licensed by the State of Florida. Final payment to CONTRACTOR shall not be made until the shop drawings have been reviewed and approved by the CITY. Prior to approval, if necessary, the drawings may be returned to CONTRACTOR for changes or modifications if in the opinion of CITY they do not represent correct or accurate "As-Built" drawings.

13.4 Final Payment and Acceptance:

13.4.1 If, on the basis of observing the Work during construction and final inspection, and review of the final Application for Payment and accompanying documentation, the CITY is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, CITY will give written notice to CONTRACTOR that the Work is acceptable. Otherwise, the Application will be returned to CONTRACTOR indicating in writing the reasons for refusing to make final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty (30) days after presentation to CITY of the Application and accompanying documentation, in appropriate

form and substance, the amount will become due and will be paid by CITY to CONTRACTOR.

13.4.2 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and the occurrence is confirmed, CITY shall, upon receipt of CONTRACTOR's final Application for Payment, without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to the CITY with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims held by the CITY.

13.5 Final payment, constituting the entire unpaid balance of the agreed compensation, shall be paid by the CITY to CONTRACTOR when the work has been completed, the Contract fully performed, and a final certificate for payment has been issued by the CITY ENGINEER. The making of final payment shall constitute a waiver of claims by CITY except those arising from:

(1) Faulty or defective work and latent defects discovered after acceptance.
(2) Failure of the work to comply with the requirements of the contract documents.
(3) Terms of special warranties required by those contract documents.
(4) Any of CONTRACTOR's continuing obligations under this Agreement.

The acceptance of final payment by CONTRACTOR or the subcontractor for materials and supplies shall constitute a waiver of claims except those previously made in writing and identified as unsettled at the time of final application for payment.

13.6 CITY's Right to Withhold Payment:

The CITY may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

13.6.1 Defective work not remedied.

13.6.2 Claims filed or evidence indicating the probable filing of claims by other parties against the CONTRACTOR.

13.6.3 Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.

13.6.4 Damage to another contractor, subcontractor or supplier not remedied.

13.6.5 Liability for liquidated damages has been incurred by the CONTRACTOR.

13.6.6 Evidence that the Work cannot be completed for the unpaid balance of the agreed compensation.

13.6.7 Evidence that the work will not be completed within the Agreement's term.

13.6.8 Failure to carry out the Work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 14 - TERMINATION OF THE CONTRACT

The CITY retains the right to terminate this Agreement with or without cause, with thirty (30) days prior written notice. Additionally, the CITY may also terminate this Agreement upon fifteen (15) days notice upon the occurrence of any one or more of the following events:

14.1 If CONTRACTOR commences a voluntary case or a petition is filed against CONTRACTOR, under any chapter of the Bankruptcy Code, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

14.2 If CONTRACTOR makes a general assignment for the benefit of creditors.

14.3 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors.

14.4 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents, including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time.

14.5 If CONTRACTOR disregards any local, state or federal laws or regulations.

14.6 If CONTRACTOR otherwise violates any provisions of this Agreement.

Further, CONTRACTOR may be excluded from the Work site and the CITY take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use them without liability to CONTRACTOR for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as CITY may deem expedient. In this instance, CONTRACTOR shall not be entitled to receive any further compensation until the Work is finished.

14.7 If CONTRACTOR commits a default due to its insolvency or bankruptcy, the following shall apply:

14.7.1 Should this Agreement be entered into and fully executed by the parties, funds released and the CONTRACTOR (Debtor) files for bankruptcy, the following shall occur:

a. In the event the Debtor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Debtor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the CITY. The Debtor further agrees that in the event of this default, the CITY shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The CITY shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d)(2), and the Debtor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Debtor acknowledges that such waiver is done knowingly and voluntarily.

b. Alternatively, in the event the CITY does not seek stay relief, or if stay relief is denied, the CITY shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Debtor in favor of the CITY.

c. In the event the Debtor files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Debtor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and Mortgage. Additionally, the Debtor shall agree that the CITY is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the CONTRACTOR has less than five (5) years of payments remaining on the Note, the CONTRACTOR agrees that the treatment afforded to the claim of the CITY under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

14.7.2 Should this Agreement be entered into and fully executed by the parties, and the compensation has not been forwarded to Debtor, the following shall occur:

In the event the Debtor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Debtor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Debtor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C.

365. The CONTRACTOR acknowledges that the Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c) (2), unless the CITY expressly consents in writing to the assumption. In the event the CITY consents to the assumption, the Debtor agrees to file a motion to assume the Agreement within ten (10) days after receipt of written consent from the CITY, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Debtor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

ARTICLE 15 – OWNERSHIP OF DOCUMENTS

All documents, as-built plans and specifications resulting from the Project under this Agreement shall be deemed the sole property of the CITY, and the CITY shall have all rights incident to the sole ownership.

The CONTRACTOR shall agree to indemnify and hold harmless the CITY, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR.

ARTICLE 16 – COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuance to this Agreement.

ARTICLE 17 - NOTICE

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

Attn: Project Manager
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2712
Email: mmnasir@lauderdalelakes.org

Copy to: Financial Services
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
Fax (954) 535-1892

and if sent to the CONTRACTOR shall be mailed to:

Contractor:
SAFA CONSTRUCTIONLLC.
11186 SW 17th MNR
Davie, FL 33324
Attn: MD Shahinur Rahman
Tel: 954-326-8295
Email: md.rahman@safaconstruction.net

ARTICLE 18 - LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Agreement, so that its liability never exceed the agreed sum of $1,000.00. CONTRACTOR expresses its willingness to enter into this Agreement with CONTRACTOR'S recovery from the City for any action or claim arising from this Agreement to be limited to $1,000.00.

Accordingly, and notwithstanding any other term or condition of this Agreement, CONTRACTOR

agrees that the City shall not be liable to CONTRACTOR for damages in an amount in excess of $1,000.00, for any action or claim of the CONTRACTOR or any third party arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 19 – MISCELLANEOUS

19.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to CITY are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents. This Article will be as effective as if repeated specifically in the Contract Documents will survive final payment and termination or completion of the Agreement.

19.2 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests. The obligations undertaken by CONTRACTOR pursuant to the Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Article shall constitute a material breach of Agreement by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR which shall immediately cease and terminate.

19.3 CONTRACTOR and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties.

19.4 CITY reserves the right to audit the records of CONTRACTOR relating in anyway to the work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of the Contract.

19.5 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or later existing at law or in equity.

19.6 This Agreement shall be governed by the laws of the State of Florida, and venue for any action shall be in Broward County, Florida.

19.7 Should any part, term or provision of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.

DRAFT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

As to the CONTRACTOR on the _____ day of _____, 2025.

SAFA CONSTRUCTIONLLC.

Corporate Seal

_____ _____

Witness Authorized Name, Title

As to the CITY on the _____ day of _____, 2025.

SEAL OF THE CITY OF LAUDERDALE LAKES

_____ _____

Pavitri Benasrie-Watson, Deputy City Clerk Veronica Edwards Phillips, Mayor

APPROVED AS TO FORM

_____

City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE

DRAFT

Tabulation Sheet

Agency Name City of Lauderdale Lakes, FL

Bid Number ITB-ITB 25-6310-15B-0-2025/ap

Bid Name Water Quality Improvement Project Canal 8

Bid Due Date 09/12/2025 11:00:00 Eastern

Bid Opening **Closed**

4 responses found.

✓ online, offline, ● not submitting, not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1 .	B&Z Construction	09/11/2025 17:05:25 Eastern	4609 E boonville New Harony RD, Evansville, IN, 47725	$2369300.0000	0.0000	Small Business	Bid Package Submittal	✓
2 .	Enco, LLC	09/12/2025 10:35:00 Eastern	5411 SW 25th Ct, Pembroke Park, FL, 33023	$2424302.0000	0.0000	Hispanic Owned, Small Business	Bid Package Submittal	✓
3 .	Landshore Enterprises	09/11/2025 16:16:54 Eastern	118 Shamrock Blvd., Venice, FL, 34293	$3261609.7000	0.0000		Bid Package Submittal	✓
4 .	Safa Construction, LLC	09/12/2025 08:12:16 Eastern	11186 SW 17TH MNR, DAVIE, FL, 33324	$2218740.0000	0.0000		Bid Package Submittal	✓

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: Yes

Title

RESOLUTION 2025-162 AWARDING A CONTRACT TO REMANTON DESIGNS LLC FOR ALZHEIMER'S CARE CENTER IMPROVEMENTS AFTER COMPLETING A COMPETITIVE PROCUREMENT PROCESS ON THE CITY'S OPENGOV PLATFORM ITB26-6310-05B IN AN AMOUNT NOT TO EXCEED TWO HUNDRED AND FORTY NINE THOUSAND, SEVEN HUNDRED AND NINETY FOUR DOLLARS AND SIX CENTS ($249,794.06)

Summary

This resolution awards a contract to Remanton Designs LLC for Alzheimer's Care Center Improvements in an amount not to exceed $249,794.06.

Staff Recommendation

Background:

The project involves the renovation of an Alzheimer's Care Center, focusing on ADA compliance and general updates. The renovation primarily focuses on the bathrooms, flooring, and kitchen:

Shower: Replace existing shower with a transfer-type ADA compatible shower, replace shower wall tiles, and install a new ADA bench and grab bars.
Bathroom with shower: Replace bathroom floor tiles with slip-resistance floor tiles, and replace the water closet and lavatory with ADA compatible fixtures.
Bathrooms without shower: Replace the water closet and lavatory with ADA compatible fixtures.
Flooring: Remove existing vinyl flooring and replace with new slip-resistance glue-down flooring throughout the project area.
Kitchen: Remove and replace existing kitchen cabinets, base cabinets, and wall cabinets.

Demolition Scope:

The demolition involves clearing out existing components to prepare for the renovation:
Walls: Remove a portion of the non-load-bearing wall in the existing shower area.
Bathroom Fixtures: Remove all existing bathroom fixtures throughout the facility.
Bathroom Flooring: Remove the existing bathroom floor designated for the ADA shower.
General Flooring: Remove all existing flooring throughout the entire project area.
Kitchen: Remove the existing kitchen cabinets, sink, electric stove, and recirculating hood.

The contractor must ensure all work complies with applicable codes and safety regulations, including the proper disposal of all debris and materials

For this solicitation, via the City's OpenGov platform;
Vendors Notified - 16,629
Followers – 39
Submissions - 5

The Preliminary Evaluation Tabulation for ITB No. 26-6310-05B, Alzheimer's Care Center Improvements, indicates the following total bid amounts:

Rank	Vendor	Total Bid	Location
1	Construction 95 LLC	$237,920.00	LAUDERHILL, FL 33319
2	Remanton Designs	$249,794.06	Doral, FL 33172

3	Asia Air	$275,000.00	Pembroke Pines, FL 33027
4	Concord Technologies, Inc.	$282,340.00	Pembroke Pines, FL 33024
5	FSV Construction Company	$285,291.00	Miami, FL 33166

Construction 95 LLC submitted the lowest bid at $237,920.00, however they failed to submit evidence of Bid Bond and a Statement of Capabilities as required by ITB-26-6310-05B, therefore they are deemed non-responsive.

Remanton Designs is ranked as the lowest, responsive and responsible bidder at $249,794.058.

Funding Source:

Funding Source:

The funding sources are:

- 1121200-3410-FLBLU $100,000 (Grant)
- 3151319-6310-IMPAZ $85,000 (CIP General Fund)
- Legislative Grant $101,000 (Grant)

Total Grant Awards: $201,000

Total Available Fund:$286,000.00

Fiscal Impact:

There is a financial impact associated with this project in the amount of $249,794.06.

Sponsor Name/Department: Maqsood M. Nasir, Director of Engineering Services, Aazam Piprawala, Procurement Administrator

Meeting Date: 12/9/2025

ATTACHMENTS:

	Description	Type
🗋	Resolution 2025-162 Awarding Contract for Alzheimer Care Center Improvements	Resolution
🗋	Exhibit A - Draft contract	Exhibit
🗋	Exhibit B - Scope of Services	Exhibit
🗋	Exhibit C - Statement of Support	Exhibit
🗋	About Us	Backup Material

RESOLUTION 2025-162

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; IN ACCORDANCE WITH SECTION 82-356(A)(1) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AWARDING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT BETWEEN THE CITY OF LAUDERDALE LAKES AND REMANTON DESIGNS LLC ("CONTRACTOR"), IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FORTY NINE THOUSAND SEVEN HUNDRED NINETY FOUR AND 06/100 DOLLARS ($249,794.06) PURSUANT TO THAT CERTAIN INVITATION TO BID ITB 26-6310-05B FOR ALZHEIMER'S CARE CENTER IMPROVEMENTS; A DRAFT COPY OF SAID CONTRACT IS ATTACHED HERETO AS **EXHIBIT A;** A COPY OF CONTRACTOR'S SCOPE OF SERVICES AND SUBMITTAL INFORMATION IS ATTACHED HERETO AS **COMPOSITE EXHIBIT B;** A STATEMENT SUPPORTING AWARD TO NEXT LOWEST RESPONSIVE AND RESPONSIBLE BIDDER IS ATTACHED HERETO AS **EXHIBIT C**; COPIES OF EACH EXHIBIT ARE AVAILABLE FOR INSPECTION IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes ("City") conducted Invitation to Bid No. 26-6310-05B ("ITB") through the City's OpenGov procurement platform for the Alzheimer's Care Center Improvements project;

WHEREAS, this project involves the renovation of the Alzheimer's Care Center, focusing on ADA compliance and general updates;

WHEREAS, the renovation primarily focuses improvement to the Alzheimer's Care Center's showers, bathrooms, flooring, and kitchen, but also includes demolition of certain other components to prepare for the renovation;

WHEREAS, the procurement requires that the selected contractor ensure that all work complies with applicable codes and safety regulations, including the proper disposal of all debris and materials;

WHEREAS, the City solicited qualified firms to provide renovations to the Alzheimer's Care Center;

WHEREAS, the solicitation was broadcasted to 16,629 vendors, had 39 followers, and 5 submissions;

WHEREAS, the Preliminary Evaluation Tabulation for ITB No. 26-6310-05B, Alzheimer's Care Center Improvements, indicates the following total bid amounts:

Rank	Vendor	Total Bid	Location
1	Construction 95 LLC	$237,920.00	LAUDERHILL, FL 33319
2	Remanton Designs	$249,794.06	Doral, FL 33172
3	Asia Air	$275,000.00	Pembroke Pines, FL 33027
4	Concord Technologies, Inc.	$282,340.00	Pembroke Pines, FL 33024
5	FSV Construction Company	$285,291.00	Miami, FL 33166

WHEREAS, although Construction 95 LLC submitted the lowest bid at Two Hundred Thirty-Seven Thousand Nine Hundred Twenty and No/100 Dollars ($237,920.00), it failed to submit evidence of a Bid Bond and a Statement of Capabilities, both of which are material components of the ITB and was therefore deemed non-responsive;

WHEREAS, City Staff have determined Remanton Designs LLC, whose Scope of Service and Submittal Information is attached to the Resolution as **Exhibit B**, is the lowest, most responsive and responsible bidder at Two Hundred Forty-Nine Thousand Seven Hundred Ninety-Four and 06/100 Dollars ($249,794.06) and has further attached its Statement Supporting Award to Next Lowest Responsive and Responsible Bidder to this Resolution as **Exhibit C**; and

WHEREAS, the funding sources for this project include Grant 1121200-3410-FLBLU in the amount of One Hundred Thousand and No/100 Dollars ($100,000.00), CIP General Fund 3151319-6310-IMPAZ in the amount of Eighty-Five Thousand and No/100 Dollars ($85,000.00), and a Legislative Grant in the amount of One Hundred and One Thousand and No/100 Dollars ($101,000.00).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. AUTHORITY: The City Commission hereby awards ITB 26-6310-05B, Alzheimer's Care Center Improvement Project, to Remanton Designs LLC, as the lowest responsive and responsible proposer, for an amount not to exceed Two Hundred Forty-Nine Thousand Seven Hundred Ninety-Four and 06/100 Dollars ($249,794.06); such Contract to be in substantial form as to the Contract attached hereto as **Exhibit A** which is incorporated herein by reference, and the Mayor and City Clerk are further authorized to execute and attest, respectively, said Contract.

SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk, through the Acting City Manager, is hereby authorized to obtain three (3) executed copies of the Agreement with one (1) copy of the Agreement to be directed to Remanton Designs LLC; with one (1) copy to be maintained by the City; and with one (1) copy directed to the Office of the City Attorney.

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD DECEMBER 9, 2025.

_____
VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____, CMC, Deputy City Clerk, for
VENICE HOWARD, MPA, MMC, FCRM
CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
SIDNEY C. CALLOWAY, CITY ATTORNEY

Sponsored by: Maqsood Nasir, PE, Director, Engineering Services & Construction Management; Aazam Piprawala, CERT SCM, Procurement Administrator

VOTE:

Mayor Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Sharon Thomas	____ (For) ____ (Against) ____ (Other)
Commissioner Tycie Causwell	____ (For) ____ (Against) ____ (Other)
Commissioner Easton Harrison	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)

4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA, 33319-5599
TEL 954.535.2700 / FAX 954.535.1892
www.lauderdalelakes.org

CONSTRUCTION CONTRACT
26-6310-05B Alzheimer's Care Center Improvements

THIS AGREEMENT is made and entered into as of this ___day of _____, 2025, between the CITY OF LAUDERDALE LAKES FLORIDA, a Florida municipal corporation, (CITY), and REMANTON DESIGNS, LLC (CONTRACTOR) whose FEIN Number is 38-3990040, (Parties).

WHEREAS, the CITY desires to retain a CONTRACTOR for the Project as expressed in its Invitation to Bid No. ITB26-6310-05B for Alzheimer's Care Center Improvements which closed on October 17, 2025; and

WHEREAS, the CONTRACTOR has expressed its willingness and capability to perform the necessary work to accomplish the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

Wherever used in this Agreement or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

1.1 Agreement - The written agreement between CITY and CONTRACTOR covering the Work to be performed including other Contract Documents that are attached to or incorporated in the Agreement. Also referred to as "Contract".

1.2 Change Order - A document which is signed by the CITY and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Term or Compensation, issued on or after the Effective Date of the Agreement.

1.3 CITY - The City of Lauderdale Lakes or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

1.4 **Contractor** – The individual, partnership, corporation, joint-venture, or other legal entity with whom the CITY has entered into the Agreement.

1.5 Contract Documents - The Contract Documents shall consist of the Drawings, Plans and Specifications, Notice to Proceed, Certificate(s) of Insurance, Payment and Performance Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, change orders and work directive changes issued on or after the effective date of the Agreement.

1.6 Drawings - The drawings which show the character and scope of the Work to be performed and which are referred to in the Contract Documents.

1.7 Engineer - The CITY'S Engineer of the City of Lauderdale Lakes, Florida, or the authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

1.8 Notice to Proceed - A written notice given by CITY to CONTRACTOR fixing the date on which the Work shall commence and the CONTRACTOR begins to perform its obligations under the Contract Documents.

1.9 Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship regarding the project.

1.10 Worksite – Location(s) inclusive of each site described in the plans and/or specifications.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 Enumeration of Contract Documents:

The Contract Documents comprise the entire agreement between CITY and CONTRACTOR and consist of the following:

(1) This Agreement.
(2) Construction performance bond.
(3) Construction payment bond.
(4) Insurance certificate(s) per ITB requirements.
(5) Notice of Award and Notice to Proceed.
(6) Request for Proposal and the Specifications prepared by the CITY (Exhibit 1)
(7) CONTRACTOR's Response to the CITY's Invitation to Bid No. ITB26-6310-05B Alzheimer's Care Center Improvements dated November 7, 2025 (Exhibit 2).
(8) Schedule of Prices.
(9) Standard General Conditions of the Construction contract for the City of Lauderdale Lakes Florida (Exhibit 3).

Any amendments executed by the CITY and the CONTRACTOR shall become part of this Agreement. Documents not included in this Article do not, and shall not, form any part of this Agreement. In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

a. Specific direction from the City Commission (or designee).
b. This Agreement dated _____, 2025.
c. Exhibit 1. Invitation to Bid 26-6310-05B
d. Exhibit 2. Bid submitted November 7, 2025
e. Exhibit 3. Standard General Conditions of the Construction Contract.

2.2 Conflict, Error or Discrepancy:

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to the CITY, in writing at once and, before proceeding with the Work affected, shall obtain a written interpretation or clarification from CITY.

2.3 Representation of CONTRACTOR:

Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the Work site and is familiar with the local conditions under which the Work is to be performed.

ARTICLE 3 - SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials and equipment and perform all the necessary work in the manner and form provided in the contract documents.

ARTICLE 4 - TERM

The Work to be performed under this Agreement shall commence upon the date specified in the Notice to Proceed and, subject to authorized adjustments, shall be completed no later than one (1) year after the execution of this Agreement. CONTRACTOR agrees that all Work under this Agreement shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed term. Failure to achieve timely, substantial and/or final completion shall be regarded as a material breach of this Agreement, and shall be subject to the appropriate remedies including but not limited to liability for liquidated damages in accordance with Article 10.

ARTICLE 5 - COMPENSATION

CITY shall pay CONTRACTOR for the performance of all work, in accordance with Article 13, subject to additions and deductions by Change Order as provided in this Agreement, up to Two Hundred and Forty nine Thousand, Seven Hundred and Ninety Dollars and Six cents ($249,794.06). Compensation for future performance and work must be approved by City Commission.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Liability for Contracted Work:

As an inducement for CITY to enter into this Agreement, CONTRACTOR has represented an expertise in professional construction of public construction projects by qualified and licensed general construction contractors. In reliance upon those representations, CITY hired CONTRACTOR to construct the Project. CONTRACTOR shall be liable for any defective or negligent work, whether patent or latent, and/ or any negligence, strict liability or breach of other legal duty.

6.2 Shop Drawings and Samples:

6.2.1 CONTRACTOR shall submit to CITY for review and approval five (5) copies of all Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles seven (7) calendar days before the scheduled commencement of the construction work. The purpose of the Shop Drawing is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of compliance with the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CITY to review the information as required.

6.2.2 CONTRACTOR shall also submit to CITY, for review and approval, all samples required by the Contract Documents which shall clearly identify material, supplier, pertinent data such as catalog numbers and the intended use.

6.2.3 Before submission of each Shop Drawing or sample, CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.2.4 At the time of each submission, CONTRACTOR shall give CITY specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall specifically note each variation on each Shop Drawing submitted for review and approval. Failure by the CITY to notice or identify CONTRACTOR's failure to make the notation shall not relieve CONTRACTOR from the responsibility to comply with the Contract Documents.

6.2.5 Approval of the Shop Drawings by CITY shall be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such drawings nor for the proper fittings and construction of the Work, nor for the furnishing of material or work required by the Agreement and not indicated on the drawings. No work called for by any Shop Drawing shall be done until the drawings have been approved by CITY.

6.3 Supervision:

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention and applying CONTRACTOR's best skill, attention and expertise. CONTRACTOR shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall ensure that the finished Work complies accurately with the Contract Documents.

6.4 On Site Management:

CONTRACTOR shall keep on the Work site at all times during its progress a competent on-site manager and any necessary personnel who shall not be replaced without written notice to CITY unless the personnel proves to be unsatisfactory to CONTRACTOR or to the CITY. The on-site Manager shall be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the on-site Manager shall be as binding as if given to CONTRACTOR.

6.5 Labor:

6.5.1 Construction services shall be performed by qualified construction contractors licensed to do business in the State of Florida. Suppliers shall be selected and paid by the CONTRACTOR; the CITY reserves the right to approve all suppliers and materials.

6.5.2 CONTRACTOR shall provide and pay for competent, suitably qualified personnel to perform the work as required by the Contract Documents. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. CONTRACTOR shall at all times maintain good discipline and order at the Work site. Except in connection with the safety or protection of persons, the Work, or property adjacent to the site, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during the hours of 7:30 a.m. and 6:00 p.m. CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday or any legal holiday without CITY's written consent.

6.6 Materials:

6.6.1 Unless otherwise specified in this Agreement, CONTRACTOR shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the Work.

6.6.2 CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Contract Documents and that the work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents.

6.7 Subcontractors, Suppliers and Others:

6.7.1 Prior to the execution of this Agreement and in any event prior to the commencement of any work, CONTRACTOR shall furnish, in writing to the CITY, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. CITY shall advise CONTRACTOR, in writing, of any proposed person or entity to which CITY has an objection. CONTRACTOR shall not contract with a proposed person or entity to whom CITY has made an objection. If CITY objects to a person or entity proposed by CONTRACTOR, CONTRACTOR shall propose another to whom CITY has no objection. CONTRACTOR shall not change a subcontractor, person or entity previously selected if CITY makes objection to the change.

6.7.2 CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the CONTRACTOR, its employees, subcontractors, suppliers, other persons directly or indirectly employed by its subcontractors or suppliers, persons for whose acts any of them may be liable and any other persons or organizations performing or furnishing supplies under a direct or indirect Contract with CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between CITY and any such

Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of CITY to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

6.7.3 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to all applicable terms and conditions of the Contract Documents for the benefit of CITY.

6.8 Patent Fees and Royalties:

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use of the license in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

6.9 Permits:

CONTRACTOR shall obtain and pay for all permits and licenses and all related costs for inspection and administration. There will be no cost for permits issued by the CITY.

6.10 Compliance with Laws and Regulations:

CONTRACTOR shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. CITY shall not be responsible for monitoring CONTRACTOR's compliance with any laws and regulations. CONTRACTOR shall promptly notify CITY if the Contract Documents as observed by CONTRACTOR are at variance with applicable laws and regulations.

6.11 Risk of Loss; Ownership:

The risk of loss, injury or destruction shall be on CONTRACTOR until acceptance of the Work by CITY. Title to the Work shall pass to CITY upon acceptance of the Work by CITY.

6.12 Taxes:

CONTRACTOR shall pay all sales, consumer, use and other similar taxes. CONTRACTOR is responsible for reviewing the pertinent state laws and regulations involving such taxes and complying with all requirements.

6.13 Use of Premises:

6.13.1 CONTRACTOR shall confine equipment, the storage of materials and equipment and the operations of workers to the work 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 land or areas or to the owner or occupant of any contiguous land or areas, resulting from the performance of the Work. Should any owner or occupant because of the performance of the Work make any claim against CITY, CONTRACTOR shall promptly attempt to settle with the claimant by agreement or otherwise resolve the claim.

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

6.13.3 CONTRACTOR shall not permit any part of any structure or land to be treated in any manner that will endanger the structure or any land, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or processes that will endanger it.

6.14 Access to Work:
CONTRACTOR shall provide CITY, its 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 proper and safe conditions for access and shall advise these authorized persons of CONTRACTOR's site safety procedures and programs.

6.15 Safety and Protection:

6.15.1 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. This paragraph applies to all the Work, materials and equipment, whether in storage on or off the site; and other property at the site or adjacent to the site.

6.15.2 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.

6.16 Environmental:

The CONTRACTOR has fully inspected the worksite and agrees to accept the worksite in an "as is" physical condition, without representation or warranty by the CITY of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the worksite. Further CONTRACTOR and all entities claiming by, through or under CONTRACTOR, releases and discharges the CITY from any claim, demand, or cause of action arising out of or relating to the CONTRACTOR's use, handling, storage, release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the worksite. The CONTRACTOR shall have no liability for any pre-existing claims or "contamination" on the worksite.

CONTRACTOR shall not use, handle, store, discharge, treat, remove, transport or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the worksite until receipt of instructions from the CITY. At such time, a CITY approved change order, which shall not include any profit, shall authorize the CONTRACTOR to perform such services.
CONTRACTOR shall immediately deliver to CITY complete copies of all notices, demands or other communications received by CONTRACTOR from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the worksite which is or could be dangerous to life, limb, property or the environment.

CONTRACTOR indemnifies and agrees to protect, defend, and hold harmless, the CITY and its respective employees, agents, successors, and assigns from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the CONTRACTOR's (or any of its employees, agents, invitees, contractors or sub-contractors) use, handling, storage, release, threatened release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal and/or presence of a Hazardous Substance on, under, from, to or about the worksite or any other activity carried on or undertaken on or off the worksite by the CONTRACTOR or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transportation, decontamination, cleanup, disposal and/or presence or any Hazardous Substance located, transported, or present on, undue, from, to, or about the worksite. This indemnity is intended to be operable under 42 U.S.C. section 9607, as amended, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation: (i)

the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to, destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code, ordinance, or legal requirement, state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

The indemnification obligations contained herein are supported by separate consideration of $10.00 which the proposer acknowledges as adequate.

6.17 Indemnification:

6.17.1 In addition to, CONTRACTOR shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the CONTRACTOR, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or city laws, ordinances or regulations by CONTRACTOR, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by CONTRACTOR of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.

6.17.2 CONTRACTOR agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against CITY, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

6.17.3 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs at trial and appellate levels.

6.17.4 If any Subcontractor, supplier, laborer, or materialmen of CONTRACTOR or any other person directly or indirectly acting for or through CONTRACTOR files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or make a claim against any monies due or to become due from the CITY to CONTRACTOR or from CONTRACTOR to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, CONTRACTOR agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) calendar days of the filing or from receipt of written notice from the CITY.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by CONTRACTOR, all monies due to CONTRACTOR, or that become due to CONTRACTOR before the lien or claim is satisfied, removed or otherwise discharged, shall be held by CITY as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If CONTRACTOR shall fail to do so, CITY shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means CITY chooses at the entire and sole cost and expense of CONTRACTOR which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to CONTRACTOR. In the event the

amount due CONTRACTOR is less than the amount required to satisfy CONTRACTOR'S obligation under this, or any other section of the Agreement, the CONTRACTOR shall be liable for the deficiency due the CITY.

6.18 Survival of Obligations:

All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

6.19 Correction or Removal of Defective Work:

If required by CITY, CONTRACTOR shall promptly correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CITY, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs for the correction or removal of defective work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals).

If the work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

6.20 Force Majeure:

No party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No party shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable by force majeure to carry out its obligation, but the obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The CONTRACTOR further agrees and stipulates that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within two (2) hours after such an occurrence.

ARTICLE 7 - CITY'S RESPONSIBILITIES

7.1 CITY shall furnish data required of CITY under the Contract Documents.

7.2 CITY shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

7.3 Technical Clarifications and Interpretations:

7.3.1 CITY shall issue, with reasonable promptness, such written clarifications or interpretations of the technical requirements of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should CONTRACTOR fail

to request interpretation of questionable items in the Contract Documents, CITY shall not entertain any excuse for failure to execute the work in a satisfactory manner.

7.3.2 CITY shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other party but in no event later than five (5) days after the occurrence of the event, and written supporting data will be submitted to the other party within five (5) calendar days after such occurrence. All written decisions of the CITY on any claim or dispute will be final and binding.

ARTICLE 8 - BONDS AND INSURANCE

8.1 Payment and Performance Bonds:

8.1.1 Prior to commencing work, the CONTRACTOR shall execute and furnish to CITY a performance bond and a payment bond, in a form approved by the CITY and as provided by state law, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: B+ to A+.

8.1.2 The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of this Agreement. The performance bond shall be conditioned that the CONTRACTOR performs the contract in the time and manner prescribed in the Agreement. The payment bond shall be conditioned that the CONTRACTOR promptly makes payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the performance of the Work provided for in this Agreement and any change orders and shall provide that the surety shall pay the amount not exceeding the sum provided in the bonds, together with interest at the maximum rate allowed by law and that the CONTRACTOR and surety shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the performance of this Agreement which the CITY may be required to make by law.

8.1.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, the CONTRACTOR shall record the payment and performance bonds in the public records of Broward County, at its own expense.

8.2 Bonds, Reduction After Final Payment:

The performance and payment bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of these bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Agreed Compensation, or an additional bond shall be conditioned that CONTRACTOR shall correct any defective or faulty Work or material which appears within one (1) year after final completion of the Agreement, upon notification by the CITY.

8.3 Duty to Substitute Surety:

If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, CONTRACTOR shall within three (3) days substitute another bond and surety, both of which must be acceptable to CITY. The CITY shall have the right to disapprove any CONTRACTOR or subcontractor selected by any surety.

8.4 Insurance:

8.4.1 At the time of execution of the Agreement, the CONTRACTOR shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the CITY is an additional, named, first party insured with respect to the required coverage and the operations of the CONTRACTOR under the Agreement. The certificates of insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that the insurance is as required by Article 8 and its subparts of this Agreement. CONTRACTOR shall not commence work under this Agreement until after

CONTRACTOR has obtained all of the minimum insurance described and the policies of such insurance detailing the provisions of coverage have been received and approved by CITY. CONTRACTOR shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, CONTRACTOR shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. CONTRACTOR shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

8.4.2 Insurance Companies selected by CONTRACTOR must be acceptable the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) Calendar days written notice has been given to CITY by certified mail.

8.4.3 The CONTRACTOR shall procure and maintain at its own expense and keep in effect during the full term of this Agreement a policy or policies of insurance which must include the following coverage and minimum limits of liability:

(a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws.

(b) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the Work with the following minimum limits of liability:
$1,000,000.00 - Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence

Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability Policy without restrictive endorsements, as filed with the Florida Department of Insurance and shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:
1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to this Agreement and specifically confirming the indemnification and hold harmless provision in this Agreement; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

(c) Builder's Risk Insurance in an amount not less than the replacement cost for the construction of the Work. Coverage shall be "All Risk" coverage for one hundred percent (100%) of the completed value with a deductible of not more than Five Thousand Dollars ($5,000.00) per claim.

8.4.4 CONTRACTOR shall maintain the Products and Completed Operations Liability Insurance for a period of at least two (2) years after final payment for the Work and furnish CITY with evidence of the continued insurance coverage at the time of final payment.

8.4.5 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

8.4.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

8.4.7 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they have no recourse against CITY for payment or assessments in any form on any policy of insurance.

8.4.8 The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or

Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence to the Insurer within fifteen (15) working days of CITY's actual notice of such an event.

8.4.9 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance described and the CITY's approved.

8.4.10 The CONTRACTOR agrees to perform the work under the Agreement as an independent CONTRACTOR, and not as a subcontractor, agent or employee of CITY.

8.4.11 CONTRACTOR shall require each of its subcontractors to maintain the insurance required for each category, and CONTRACTOR shall provide verification to CITY upon its request.

8.4.12 Violation of the terms of this paragraph and its subparts shall constitute a material breach of the Agreement, and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall cease and terminate.

8.4.13 CITY shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others performing the Work. CITY specifically reserves all statutory and common law rights and immunities. Nothing contained in this Agreement is intended to limit or waive any rights or immunities including, but not limited to, the procedural and substantive provisions of Chapter 768, Florida Statutes.

ARTICLE 9 - WARRANTIES; TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

9.1 Warranty of Title:

The CONTRACTOR warrants to the CITY that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

9.2 Warranty of Specifications:

The CONTRACTOR warrants that all equipment, materials and workmanship furnished, whether furnished by the CONTRACTOR, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

9.3 Warranty of Merchantability:

CONTRACTOR warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

9.4 Correction Period:

CONTRACTOR warrants all material and workmanship for a minimum of two (2) year(s) from date of acceptance by the CITY. If, within two (2) year(s) after the date of final completion or such longer period of time as may be prescribed by laws or regulations, or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, whether observed before or after acceptance by CITY, CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY's written instructions, either correct such defective work, or, if it has been rejected by CITY, remove it from the site and replace it with Work that is not defective and that is satisfactorily correct, and remove and replace any damage to other Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) shall be paid by CONTRACTOR.

9.4.1 Where defective Work (and damage to other work) has been corrected, removed or replaced under this Article, the correction period with respect to such Work will be extended for an additional period of two (2) year(s) after such correction, removal or replacement has been satisfactorily completed.

9.4.2 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which CONTRACTOR might have under the Contract Documents. Establishment of the time period of two (2) year(s) as described in above paragraph relates only to the specific obligation of the CONTRACTOR to correct the work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish CONTRACTOR's liability with respect to the CONTRACTOR's obligation other than specifically to correct the Work.

9.5 CONTRACTOR warrants to the CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

9.6 CONTRACTOR warrants to the CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Agreement.

9.7 CONTRACTOR warrants to the CITY that the performance of the work provided for in the Contract Documents will not result in the breach of any term or provision, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

9.8 CONTRACTOR warrants that there has been no violation or copyrights of patent rights either in the United States of America or in foreign countries in connection with the Work of the Agreement.

9.9 No warranty, either express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect, notwithstanding acceptance and payment by CITY.

9.10 Tests and Inspections:

9.10.1 CONTRACTOR shall give CITY timely notice of readiness of the work for all required inspections, tests or approvals. CONTRACTOR shall assume full responsibility, pay all costs and furnish CITY the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part unless otherwise specified.

9.10.2 Neither CITY nor other inspectors shall have authority to permit deviations from nor to relax any of the provisions of the Contract Documents, nor to delay the Agreement by failure to inspect the materials and work with reasonable promptness.

9.10.3 The payment of any compensation, the giving of any gratuity or the granting of any favor by the CONTRACTOR to any inspectors, directly or indirectly, is strictly prohibited and punishable to the full extent of the law, and any such action on the part of the CONTRACTOR will constitute a termination of this Agreement.

9.11 Warranty Information

The CONTRACTOR shall deliver to the CITY and the CITY shall execute all applicable product and equipment registration, manuals, instructions, keys, accessories and warranty documents in accordance with manufacturers' policies and procedures. CONTRACTOR shall facilitate any necessary warranty claims free of charge.

ARTICLE 10 - LIQUIDATED DAMAGES

If the awarded BIDDER fails to complete the project by the completion date stated on the Bid Form, it is understood that five-hundred dollars ($500.00) per calendar day will be deducted as liquidated damages, for each day beyond the substantial completion time and five-hundred dollars ($500.00) per calendar

day will be deducted as liquidated damages, for each day beyond the final completion time unless time extension is approved by the City Manager, it being agreed that the damage suffered by the CITY for such delay(s) cannot be specifically ascertained.

ARTICLE 11 - CHANGES IN THE WORK

11.1 One or more changes to the work within the general scope of this Agreement may be ordered by Change Order. The Contractor shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Article.

11.2 A Change Order shall mean a written order to the CONTRACTOR executed by the parties after execution of this Agreement, directing a change in the work and may include a change in the agreed compensation in accordance with Article 12 or the time for the CONTRACTOR's performance.

11.3 The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the work and the CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order.

11.4 The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approval is required by the CONTRACTOR's surety or by law. The CONTRACTOR's execution of the Change Order shall constitute the CONTRACTOR's warranty to the CITY that the surety has been notified of, and consents to, such Change Order and the respective increase in the Performance bond amount commensurate with the Change Order(s). Furthermore, upon the CONTRACTOR's execution of the Change Order(s), the surety shall be conclusively deemed to have been notified of such Change Order by the CONTRACTOR in the increase in the required Performance Bond amount, and to have expressly consented.

ARTICLE 12 - CHANGE IN COMPENSATION

Change orders approved by CITY shall be computed as follows:

12.1 Cost of the Work:

The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by CITY, these costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 12.2:

12.1.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

12.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.

12.1.3 Supplemental costs including the following:

12.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are

consumed in the performance of the Work.

12.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY, and the costs of transporting, loading, unloading, installing, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.

12.1.3.3 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by laws or regulations.

12.1.3.4 Royalty payments and fees for permits or licenses.

12.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.

12.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

12.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

12.2 Not Included in the Cost of the Work:

The term "cost of the Work" shall not include any of the following.

12.2.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.1.1, all of which are to be considered administrative costs covered by CONTRACTOR's fee.

12.2.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

12.2.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

12.2.4 Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain them.

12.2.5 Costs due to the negligence of CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

12.2.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.1.

12.3 Cost Breakdown Required:

Whenever the cost of any Work is to be determined pursuant to this Article, CONTRACTOR will submit in form acceptable to the CITY an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the CONTRACTOR shall submit an estimate substantiated by a complete itemized breakdown as follows:

(a) The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.
(b) Whenever a change involves the CONTRACTOR and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the CONTRACTOR and each subcontractor shall be itemized separately.

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION OF WORK

13.1 Progress Payments:

13.1.1 CONTRACTOR may request payments for work completed during the project at intervals of not more than once a month. The CONTRACTOR's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with a certification by the CONTRACTOR that the CONTRACTOR has disbursed to all subcontractors and suppliers their pro-rata shares of the payment out of previous progress payments received by the CONTRACTOR for all work completed and materials furnished in the previous period or properly executed releases of liens by all subcontractors, suppliers and materialmen who were included in the CONTRACTOR's previous applications for payment, and any other supporting documentation as may be required by the CITY, the ENGINEER or Contract Documents. Each requisition shall be submitted in triplicate to the CITY for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) calendar days after approval of the CONTRACTOR's requisition for payment. Any rejection by the CITY of any specific item (s) shall result in CONTRACTOR being notified of the rejection within five (5) Business days of the rejection.

13.1.2 Five percent (5%) of all monies earned by the CONTRACTOR shall be retained by the CITY until the work is totally completed and accepted by the CITY.

13.2 Inspection:

CITY shall make an inspections as necessary and notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take the necessary measures to remedy any deficiencies within five (5) calendar days of the inspection.

13.3 Final Application for Payment:

After CONTRACTOR has completed all corrections to the satisfaction of CITY and delivered all maintenance and operating instructions, schedules, warranties, guarantees, bonds, certificates of inspection, marked up record documents and other documents required by the Contract Documents or requested by the CITY, CONTRACTOR may make application for final payment. The final application for payment shall be accompanied by (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the work; or (2) CONTRACTOR's receipts in full covering all labor, materials and equipment for which a lien could be filed; or (3) a final affidavit stating that all laborers, materialmen, suppliers and subcontractors who worked for CONTRACTOR under this Contract have been paid in full or if the fact be otherwise, identifying the name of each lien or who has not been paid in full and the amount due or to become due each for labor, services or materials furnished. If any subcontractor or supplier fails to furnish a release or receipt in full, CONTRACTOR shall furnish a bond satisfactory to CITY to indemnify CITY against any lien, or the CITY may directly pay any subcontractor or supplier and deduct that amount due to CONTRACTOR.

In addition, CONTRACTOR shall also submit with the final application for payment, the completed set of "As-Built" drawings for review and approval. The "As-Built" drawings shall be prepared, sealed and certified by a professional surveyor licensed by the State of Florida. Final payment to CONTRACTOR shall not be made until the shop drawings have been reviewed and approved by the CITY. Prior to approval, if necessary, the drawings may be returned to CONTRACTOR for changes or modifications if in the opinion of CITY they do not represent correct or accurate "As-Built" drawings.

13.4 Final Payment and Acceptance:

13.4.1 If, on the basis of observing the Work during construction and final inspection, and review of the final Application for Payment and accompanying documentation, the CITY is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, CITY will give written notice to CONTRACTOR that the Work is acceptable. Otherwise, the Application will be returned to CONTRACTOR indicating in writing the reasons for refusing to make final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty (30) days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, the amount will become due and will be paid by CITY to CONTRACTOR.

13.4.2 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and the occurrence is confirmed, CITY shall, upon receipt of CONTRACTOR's final Application for Payment, without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to the CITY with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims held by the CITY.

13.5 Final payment, constituting the entire unpaid balance of the agreed compensation, shall be paid by the CITY to CONTRACTOR when the work has been completed, the Contract fully performed, and a final certificate for payment has been issued by the CITY ENGINEER. The making of final payment shall constitute a waiver of claims by CITY except those arising from:

(1) Faulty or defective work and latent defects discovered after acceptance.
(2) Failure of the work to comply with the requirements of the contract documents.
(3) Terms of special warranties required by those contract documents.
(4) Any of CONTRACTOR's continuing obligations under this Agreement.

The acceptance of final payment by CONTRACTOR or the subcontractor for materials and supplies shall constitute a waiver of claims except those previously made in writing and identified as unsettled at the time of final application for payment.

13.6 CITY's Right to Withhold Payment:

The CITY may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

13.6.1 Defective work not remedied.

13.6.2 Claims filed or evidence indicating the probable filing of claims by other parties against the CONTRACTOR.

13.6.3 Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.

13.6.4 Damage to another contractor, subcontractor or supplier not remedied.

13.6.5 Liability for liquidated damages has been incurred by the CONTRACTOR.

13.6.6 Evidence that the Work cannot be completed for the unpaid balance of the agreed compensation.

13.6.7 Evidence that the work will not be completed within the Agreement's term.

13.6.8 Failure to carry out the Work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 14 - TERMINATION OF THE CONTRACT

The CITY retains the right to terminate this Agreement with or without cause, with thirty (30) days prior written notice. Additionally, the CITY may also terminate this Agreement upon fifteen (15) days notice upon the occurrence of any one or more of the following events:

14.1 If CONTRACTOR commences a voluntary case or a petition is filed against CONTRACTOR, under any chapter of the Bankruptcy Code, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

14.2 If CONTRACTOR makes a general assignment for the benefit of creditors.

14.3 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors.

14.4 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents, including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time.

14.5 If CONTRACTOR disregards any local, state or federal laws or regulations.

14.6 If CONTRACTOR otherwise violates any provisions of this Agreement.

Further, CONTRACTOR may be excluded from the Work site and the CITY take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use them without liability to CONTRACTOR for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as CITY may deem expedient. In this instance, CONTRACTOR shall not be entitled to receive any further compensation until the Work is finished.

14.7 If CONTRACTOR commits a default due to its insolvency or bankruptcy, the following shall apply:

14.7.1 Should this Agreement be entered into and fully executed by the parties, funds released and the CONTRACTOR (Debtor) files for bankruptcy, the following shall occur:

a. In the event the Debtor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Debtor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the CITY. The Debtor further agrees that in the event of this default, the CITY shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The CITY shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d)(2), and the Debtor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Debtor acknowledges that such waiver is done knowingly and voluntarily.

b. Alternatively, in the event the CITY does not seek stay relief, or if stay relief is denied, the CITY shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Debtor in favor of the CITY.

c. In the event the Debtor files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Debtor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and Mortgage. Additionally, the Debtor shall agree that the CITY is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the CONTRACTOR has less than five (5) years of payments remaining on the Note, the CONTRACTOR agrees that the treatment afforded to the claim of the CITY under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

14.7.2 Should this Agreement be entered into and fully executed by the parties, and the compensation has not been forwarded to Debtor, the following shall occur:

In the event the Debtor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Debtor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Debtor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The CONTRACTOR acknowledges that the Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c) (2), unless the CITY expressly consents in writing to the assumption. In the event the

CITY consents to the assumption, the Debtor agrees to file a motion to assume the Agreement within ten (10) days after receipt of written consent from the CITY, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Debtor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

ARTICLE 15 – OWNERSHIP OF DOCUMENTS

All documents, as-built plans and specifications resulting from the Project under this Agreement shall be deemed the sole property of the CITY, and the CITY shall have all rights incident to the sole ownership.

The CONTRACTOR shall agree to indemnify and hold harmless the CITY, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR.

ARTICLE 16 – COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuance to this Agreement.

ARTICLE 17 - NOTICE

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

Attn: Maqsood Nasir
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2735
Email: mmnasir@lauderdalelakes.org

Copy to: Financial Services
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
Fax (954) 535-1892

and if sent to the CONTRACTOR shall be mailed to:

Contractor:
REMANTON DESIGNS, LLC
Attn: Leribeth Adazoro
3105 NW 107 AVE
Suite 400-G
Doral, FL 33172
Tel: (305)-525-4852
Email: info@rdgeneralcontractors.com

ARTICLE 18 - LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Agreement, so that its liability never exceed the agreed sum of $1,000.00. CONTRACTOR expresses its willingness to enter into this Agreement with CONTRACTOR'S recovery from the City for any action or claim arising from this Agreement to be limited to $1,000.00.

Accordingly, and notwithstanding any other term or condition of this Agreement, CONTRACTOR agrees that the City shall not be liable to CONTRACTOR for damages in an amount in excess of $1,000.00, for any action or claim of the CONTRACTOR or any third party arising out of this

Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 19 – MISCELLANEOUS

19.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to CITY are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents. This Article will be as effective as if repeated specifically in the Contract Documents will survive final payment and termination or completion of the Agreement.

19.2 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests. The obligations undertaken by CONTRACTOR pursuant to the Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Article shall constitute a material breach of Agreement by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR which shall immediately cease and terminate.

19.3 CONTRACTOR and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties.

19.4 CITY reserves the right to audit the records of CONTRACTOR relating in anyway to the work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of the Contract.

19.5 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or later existing at law or in equity.

19.6 This Agreement shall be governed by the laws of the State of Florida, and venue for any action shall be in Broward County, Florida.

19.7 Should any part, term or provision of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.

DRAFT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

As to the CONTRACTOR on the _____ day of _____, 2023.

REMANTON DESIGNS, LLC.

Corporate Seal

_____ _____

Witness Authorized Name, Title

As to the CITY on the _____ day of _____, 2023.

SEAL OF THE CITY OF LAUDERDALE LAKES

_____ _____

Venice Howard, City Clerk Veronica Edwards Phillips, Mayor

APPROVED AS TO FORM

_____

City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE

DRAFT

INVITATION TO BID

ALZHEIMER'S CARE CENTER IMPROVEMENTS

ITB NO.: 26-6310-05B

CITY OF LAUDERDALE LAKES
Financial Services Department
4300 NW 36th Street
Lauderdale Lakes, FL 33319
Phone: (954) 535-2700
Fax: (954) 535-1892
Email: purchasing@lauderdalelakes.org

ALL PROPOSALS WILL BE RECEIVED VIA THE CITY'S ePROCUREMENT PORTAL AT: https://procurement.opengov.com/portal/lauderdalelakes

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Attachments:

A - Construction Plans

B - Construction Plans_UPDATED

C - Materials Specification

BB - Performance Bond

CC - Sample Construction Agreement

DD - Standard General Conditions of the Construction Contract

EE - Change Order Form

FF - Daily Construction Report

GG - Final Waiver, Receipt, and Release of Lien

HH - Certificate of Substantial Completion

II - Application and Certification for Payment

SCOPE OF SERVICES

Project Background

The City of Lauderdale Lakes is located near the geographic center of Broward County, immediately east of the Florida Turnpike. State Road 7 (U.S. 441) and Oakland Park Boulevard are the major arterial roadways traversing the City. Lauderdale Lakes is approximately 4 square miles in size. The predominant land use is residential with approximately 70% of the total housing stock in multi-family units. The City also contains a full range of commercial, industrial and institutional land uses, located primarily along arterial roadways.

The City of Lauderdale Lakes has a diverse population and is estimated at 36,600. The City is governed by a Commission/City Manager form of government. Mayor and Commissioners are elected officials and serve for a four year term. The City Manager is appointed by the City Commission. The current City Manager was appointed November 2017. The City employs a skilled and diverse workforce of approximately 136 full-time and part-time employees across nine (9) departments: Mayor and City Commission, City Manager, City Clerk, Community Redevelopment Agency (CRA), Development Services, Financial Services, Human Resources and Risk Management, Parks and Human Services, and Public Works.

The Lauderdale Lakes Alzheimer's Care Center offers therapeutic activities for cognitively impaired adults in a reassuring environment focused on safety, supervision and support. Eligibility is based on a medical diagnosis of memory disorder and having a 24-hour caregiver in the home. The facility is in dire need of urgent repairs.

Scope of Services

The following is the renovation scoop of services:

1. Renovating existing ADA Bathroom #1 per plan:

Shower Scope:

A. Existing Shower to be removed and replaced with transfer type ADA compatible shower

B. Remove and replace shower wall tiles

C. New ADA Bench

D. New ADA grab bars

Bathroom Scope:

A. Bathroom floor tiles to be removed and replaced with slip resistance floor tiles

B. Water closet and lavatory to be removed and replaced at the same location with ADA compatible fixtures.

2. Water closet and lavatory to be removed and replaced at the same location with ADA compatible fixtures for all the other bathroom with the project area

3. Remove and replace existing vinyl flooring with new slip resistance glue down flooring

4. Existing kitchen cabinets to be removed and replaced at the same location.

5 Existing base and wall cabinets to be removed at the same location.

The following is the demolition scoop of services:

The scope of services for this project includes the removal and demolition of various components within the designated work area. The selected contractor shall remove a portion of the non-load-bearing wall located in the existing shower area and remove all existing bathroom fixtures throughout the facility. Additionally, the contractor shall remove the existing

bathroom floor in the restroom designated with an ADA shower. The scope also includes the removal of all existing flooring throughout the entire project area. Within the kitchen and food preparation area, the contractor shall remove the existing kitchen cabinets, sink, electric stove, and recirculating hood to prepare the space for future improvements. All work shall be completed in accordance with applicable codes and safety regulations, ensuring proper disposal of all debris and materials.

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SUBMITTAL INFORMATION: How, When & Where

This section discusses the Submittal Package requirements.

Responses MUST be submitted electronically via the City's eProcurement portal at https://procurement.opengov.com/portal/lauderdalelakes. Vendor guides on how to register and submit responses can be found here: https://opengov.my.site.com/support/s/article/ca6d1285-1e48-4a21-bb0d-715edb7794ed. You must be a planholder in order to submit a response. Responses received electronically will remain sealed or unopened until the request for proposal is declared closed.

Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the CITY to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the CITY. The detailed proposal should follow the tabs outlined as set forth below as Tabs1 thru 7.

TAB #1 Insert Submittal Checklist and Contractor's Qualification Statement (Attachment "A")

TAB #2 Statement of Capabilities:

Remanton Designs LLC understands that the scope of work requires the delivery of high-quality construction and renovation services in accordance with the City of Lauderdale Lakes' standards, schedule, and safety requirements. Our team is committed to executing every phase of the project with attention to detail, clear communication, and full compliance with all applicable codes and inspections.

As a licensed and insured Florida General Contractor, Remanton Designs LLC brings a strong record of successful commercial and residential improvement projects, including build-outs, tenant improvements, and complete interior remodels. Our experience managing design, permitting, and construction under one coordinated process allows us to deliver projects efficiently and with consistent quality.

We are confident in our capability to perform this work because of our direct field experience, our responsive project management, and our dedication to meeting deadlines while maintaining transparency and professionalism throughout the process.

Remanton Designs LLC affirms that this proposal shall remain valid and in effect for **ninety (90) days** from the date of submission.

TAB #3 Key Personnel/Project Management Team:

Key Personnel and Responsibilities

Leribeth Aldazoro *– Business Manager*

Oversee overall business operations, including client relations, project coordination, scheduling, and administrative management. Ensures that contractual obligations, documentation, and budget control are properly maintained, while supporting the project team in achieving timely and efficient results.

Ronald Remanton *– Project Field Manager*

Responsible for daily field operations, supervision of subcontractors, safety compliance, and quality assurance. Oversee construction activities on site, coordinates inspections, and ensures that all work meets approved plans, specifications, and project timelines.

Administrative Support / Accounting Team

Manages project documentation, procurement, and financial reporting. Provides administrative assistance to ensure smooth coordination between office operations and field execution.

TAB #4 Specific Related Experience of the Firm:

Remanton Designs LLC has extensive experience in the planning, design, permitting, and construction of commercial and public-use facilities in South Florida. Over the past five years, our firm has successfully completed multiple tenant improvement and build-out projects requiring coordination with local municipalities, adherence to strict building codes, and timely inspection approvals.

Our experience includes working directly with property owners, architects, engineers, and city departments to deliver fully compliant, functional, and aesthetically designed spaces that meet both operational and public standards.

🔷 *Representative Projects*

1. Elite Wellness Dental and Spa – Doral, FL

Client: Wellness Dental & Spa

Scope: Complete interior build-out including design, permitting, and construction of a dental office facility. Scope included installation of medical gas lines, plumbing, electrical, Fire sprinkler, Fire alarm, mechanical, and finishes.

Approx. Size: 2,800 sq. ft.

Completion: 2025

Reference: Mr. Carlos Lopez– Owner

Phone number: (786-200-9120)




ELITE Wellness
& DENTAL CLINIC



2. Macondo Coffee Roasters – Kendall, FL

Client: Macondo Roasters

Scope: Full design and construction of the expansion of a specialty coffee shop and roastery, including layout, plumbing, electrical, mechanical, and finishing work. Coordinated all inspections and permitting processes with the Miami-Dade County to ensure full compliance with municipal requirements.

Approx. Size: 1,000 sq. ft.

Completion: 2024

Reference: Emigdio Suarez – Owner

Phone number: (786-804-1355)







3. Dental Office

Client: Dr. Carlos Fors

Scope: Complete interior build-out including permitting, and construction of a modern dental office facility. The scope included installation of medical gas systems, plumbing, electrical, HVAC, and all interior finishes.

Approx. Size: 1,200 sq. ft.

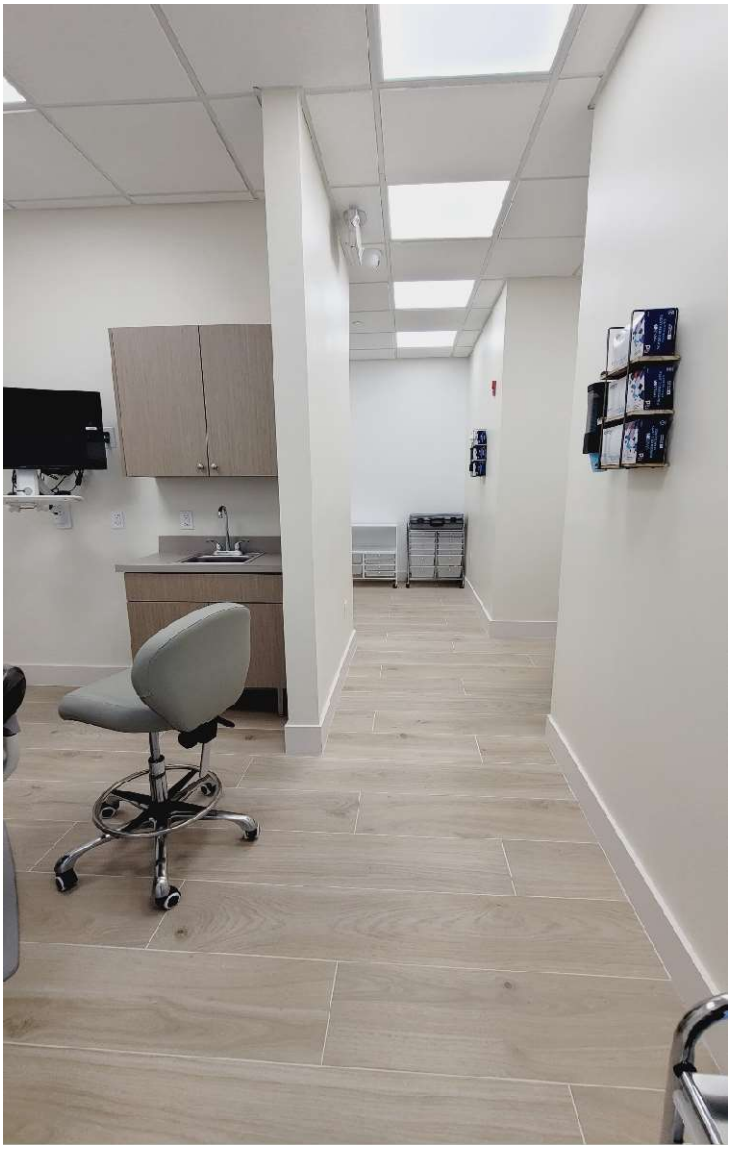
Completion: 2025

Reference: Dr. Carlos Fors – Owner

Phone Number (786-209-4323)







Remanton Designs LLC's experience with dental offices, professional workspaces, and commercial retail build-outs reflects our capacity to manage projects that demand precision, compliance, and coordination with city departments. Our integrated design–build approach ensures quality control, transparent communication, and on-time delivery for every client we serve.

TAB #5 Current Workload:

Below is a summary of all current projects under contract for Remanton Designs LLC, including project duration and staffing assignments. Each project is actively managed to ensure timely completion, quality control, and compliance with all permitting and inspection requirements.

Project Name / Client	Location	Contract Period & Duration	Current Phase	Staff Assigned
Milan's Machine Shop & Welding Service – New Office Construction	8052 NW 56th St, Doral, FL 33166	10-month construction phase	In Permitting Phase	1 Project Field Manager, 1 Field Supervisor, 1 Administrative Support
Mr. Gustavo Echenique – Guest House Residence	11521 SW 100 Ave, Miami, FL	9-month construction phase	In Permitting Phase	1 Project Field Manager, 1 Field Supervisor 1 Administrative Support
Scandy Candy – Facade Renovation	240 Miracle Mile, Coral Gables, FL	1-month construction phase	In Permitting Phase	1 Project Field Manager, 1 Administrative Support

Remanton Designs LLC maintains a balanced workload that allows for focused attention and dedicated management on each active project. Our project management team —led by Leribeth Aldazoro (Business Manager) and Ronald Remanton (Project Field Manager)— ensures continuous supervision, coordination with subcontractors, and adherence to all project schedules and municipal requirements.

This current workload reflects our capability to manage multiple projects efficiently while maintaining high standards of quality, safety, and communication with clients and city departments.

TAB #6 Cost Schedule:

Date : 11/7/2025
Proposal : 26-6310-05B

Client Name : City of Lauderdale Lakes, Florida
Project Name : Alzheimer's Care Center Improvement
Project Address : 4320 N.W 36th st,Lauderdale Lakes Fl 33319

	Description	Unit	QTY	sub-Total	Total
	GENERAL REQUIREMENTS				
•	Mobilization	L.S	1	$ 32,684.00	$ 32,684.00
•	Demolition	L.S	1	$ 22,067.00	$ 22,067.00
•	Bathroom Renovation Full Rehab (bathroom # 1)	L.S	1.00	$ 18,823.00	$ 18,823.00
•	Bathroom Fixtures Replacement (bathroom 2,3,4,5)	L.S	1.00	$ 8,280.00	$ 8,280.00
•	Cabinet Replacement (Adult Care Center Area -1)	L.S	1.00	$ 18,255.00	$ 18,255.00
•	Cabinet Replacement (Adult Care Center Area -2)	L.S	1.00	$ 16,833.00	$ 16,833.00
•	Sink at the Kitchen Cabinet and Area-1 Cabinet	L.S	1.00	$ 2,004.00	$ 2,004.00
•	Kitchen Cabinet Replacement	L.S	1.00	$ 20,036.00	$ 20,036.00
•	Kitchen Appliance (electric Stove, Dishwasher, Re-circulating Hood, Microwave Oven)	L.S	1.00	$ 8,842.00	$ 8,842.00
•	Flooring (vinyl-glue down)	S.F	2980.00	$ 8.76	$ 26,112.00
•	Base board (wood / Vinyl 6")	L.F	600.00	$ 7.59	$ 4,553.00
•	Interior wall painting	L.S	1.00	$ 9,346.00	$ 9,346.00
•	Metal Lockers (12"x18"x6")	EACH	20.00	$ 551.30	$ 11,026.00
•	Door Threshold	EACH	20.00	$ 94.25	$ 1,885.00
•	Dust Control	L.S	1.00	$ 4,048.00	$ 4,048.00
	FINAL ESTIMATED PRICE :				**$204,794.00**
	Permit Fees and Allowances				
•	General Allowance	L.S	1.00	$ 24,999.00	$ 25,000.00
•	Permitting Contingency	L.S	1.00	$ 20,000.00	$ 20,000.00
	Total Permit Fees and Allowances:				**$45,000.00**

TAB #7 Attachments:11

26-6310-05B

ALZHEIMER'S CARE CENTER IMPROVEMENTS

Non-Collusive Affidavit (Attachment “B”), Drug-Free WorkPlace Affidavit (Attachment “D”), E-Verify Statement (“E”), Signature Page (Attachment “F”), Debarment Certification (Attachment “G”), Public Entity Crime Statement (Attachment “H”), Foreign (Non-Florida) Corporation Disclosure (Attachment I); Certificate of Insurance (proof only), Business Tax Receipt and Licenses (if applicable).

EXHIBIT-C

The Preliminary Evaluation Tabulation for ITB No. 26-6310-05B, Alzheimer's Care Center Improvements, indicates the following total bid amounts:

Rank	Vendor	Total Bid	Location
1	Construction 95 LLC	$237,920.00	LAUDERHILL, FL 33319
2	Remanton Designs	$249,794.06	Doral, FL 33172
3	Asia Air	$275,000.00	Pembroke Pines, FL 33027
4	Concord Technologies, Inc.	$282,340.00	Pembroke Pines, FL 33024
5	FSV Construction Company	$285,291.00	Miami, FL 33166

Construction 95 LLC submitted the lowest bid at $237,920.00, however they failed to submit evidence of Bid Bond and a Statement of Capabilities as required by ITB-26-6310-05B, therefore they are **deemed non-responsive**.

Remanton Designs is ranked as the lowest, responsive and responsible bidder at $249,794.058.

About us

Remanton Designs LLC is a dynamic, Hispanic family-owned business that stands as a licensed general contractor in the vibrant heart of Miami, Florida. Since our inception in 2015, we have been dedicated to providing a comprehensive array of services designed for your convenience, serving as your singular solution to address all construction and remodeling needs.

With a rich background spanning over nine years in the construction and construction management field, we bring a wealth of experience to every project.

Our commitment is unwavering ensuring that your budget and timeline are not just met, but exceeded with meticulous attention.

Your project is our priority, and we understand the importance of delivering not just a service but an experience that resonates with your vision. Whether your undertaking is substantial or modest, Remanton Designs guarantees a seamless process, backed by years of proficiency, to bring your dreams to life. Allow us to be your partner in this journey!

Our Leadership

Ronald Remanton is a visionary leader with over 20 years of experience in the construction industry. Ronald initiated his illustrious career in his home country, Venezuela, where he founded Construcciones KPR CA, a prominent Venezuelan company specializing in residential, commercial & Industrial Construction.

In 2015, Ronald brought his wealth of expertise to Miami and laid the foundation for Remanton Designs LLC, an endeavor dedicated to serving the construction and remodeling needs of South Florida. With a passion for precision and a commitment to quality, Ronald oversees the seamless operation of the company's construction and remodeling business. Ronald's extensive experience has positioned him at the forefront of significant remodeling projects throughout Florida, contributing to the transformation of numerous residential and commercial spaces. His role extends beyond project execution – Ronald actively manages client relationships, ensuring a personalized and satisfying experience for each Remanton Designs client.

At the core of his responsibilities is the art of project management, a skill honed over decades in the industry. Ronald navigates the intricate landscape of subcontracting with finesse, ensuring that

every aspect of the business aligns with the company's commitment to excellence



Ronald Remanton – President



Leribeth Aldazoro – Vice-President

As a seasoned project manager, Leribeth oversees every facet of our projects, from meticulous scheduling and site management to navigating the intricacies of permits, planning, and contractor coordination. Her natural ability to orchestrate these elements ensures the successful execution of each endeavor.

Leribeth holds a Bachelor of Science in Civil Engineering from Carabobo University in Venezuela, specializing in process, operations, and construction management. Her academic foundation,

coupled with her practical experience, has equipped her to lead construction projects from inception to completion with finesse.

A true advocate for client satisfaction, Leribeth takes pride in steering the estimating process to align with client needs, adhering to both schedule and budget constraints. Her commitment to teamwork, positivity, focus, and efficiency is evident in every project undertaken by Remanton Designs.

With over twenty years of construction experience, Leribeth Aldazoro has earned her General Contractor License from the state of Florida. This achievement is a testament to her dedication to excellence and her extensive knowledge in the field.

Our Leadership



Ronald Remanton – President

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Leribeth Aldazoro – Vice-President

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With over twenty years of construction experience, Leribeth Aldazoro has earned her General Contractor License from the state of Florida. This achievement is a testament to her dedication to excellence and her extensive knowledge in the field.

Your General Contractor since 2015

CONTACT

GENERAL CONTRACTORS
Remodeling & Construction
Lic-CGC-1533230

Address

3105 NW 107th Avenue
Suite 400-G10
Doral, FL 33172

Contact

info@rdgeneralcontrcators.com

Call us: 305-525-4851

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CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: Yes

Title

RESOLUTION 2025-163 AUTHORIZING THE MAYOR AND THE CITY CLERK TO AWARD A CONTRACT TO HEAVY CIVIL INC. IN THE AMOUNT NOT TO EXCEED EIGHT HUNDRED AND NINETY THREE THOUSAND, SEVEN HUNDRED AND EIGHTEEN DOLLARS AND FIFTY CENTS ($893,718.50) TO PROVIDE CONSTRUCTION SERVICES FOR THE NW 36TH TERRACE IMPROVEMENT PROJECT (FROM OAKLAND PARK BLVD TO NW 38TH AVENUE)

Summary

This resolution authorizes the Mayor and the City Clerk to award a contract to Heavy Civil Inc. in the amount $893,718.50 to provide construction services for the NW 36th Terrace Improvement project.

Staff Recommendation

Background:

On April 22, 2025, City Commission approved an Interlocal agreement with Broward County to provide funding in the amount of $863,663, under the Transportation Surtax program, for construction agreement The NW 36th Terrace Improvements project. The project, located on NW 36th Terrace (South of Oakland Park Boulevard to NW 38th Avenue), consist in the installation of landscaping and median improvements, sidewalk, traffic calming and drainage improvements.

The project was advertised for bid on July 25th, 2025 and closed on August 22nd, 2025. Six proposals were received as stated in the below table (in order of the lowest to the highest):

#	VENDOR	BID AMOUNT	LOCATION
1	Heavy Civil Inc.	$893,718.50	Boca Raton, FL, 33433
2	Vittorium Design Corp	$997,867.75	Davie, FL, 33324
3	C&W Pipeline,Inc	$1,344,765.00	Opa Locka, FL, 33054
4	Basile USA LLC	$1,449,476.22	Fort Lauderdale, FL, 33312
5	Homestead Concrete & Drainage	$1,450,000.00	Homestead, FL, 33030
6	The Stout Group, LLC	$1,808,875.00	Hialeah Gardens, FL, 33018

Staff reviewed the proposals for compliance of the bid requirements, ensuring that the bids are responsive and responsible. The lowest proposal was then submitted to the County for review and compliance with the County's CBE program requirements. HEAVY CIVIL, INC was determined to be the lowest, responsive and responsible bidder that met the city as well as the County's CBE program requirements and offered the best overall value.

A $100,000.00 contingency is included in the total price for the purpose of funding unforeseen portions of the work that may arise during construction Performance of Work, if any, under this allowance account must be authorized in writing by the City.

Staff recommends that the City Commission award the contract to Heavy Civil, Inc for construction of the NW 36th Terrace Improvements project in the amount of $893,718.50 and any supplemental approval for additional funds requested from the Interlocal agreement with Broward County under the Transportation Surtax Program for this project.

Funding Source:

This project is funded by the Transportation Surtax Program. Funds in the amount of $863,663 are included in the FY2026 approved budget. On September 25th, 2025, staff made a formal request for additional funding to the Surtax Authority to secure an additional $30,055.50 to address the funding gap. This request is being reviewed by the County. If not approved, the city will fund the gap from the General Fund.

Fiscal Impact:

This project is funded by the Transportation Surtax Program. Funds in the amount of $863,663 are included in the FY2026 approved budget. On September 25th, 2025, staff made a formal request for additional funding to the Surtax Authority to secure an additional $30,055.50 to address the funding gap. This request is being reviewed by the County. If not approved, the city will fund the gap from the General Fund.

Sponsor Name/Department: Aazam Piprawala; Procurement Administrator - Ronald Desbrunes, P.E., Public Works Director

Meeting Date: 12/9/2025

ATTACHMENTS:

	Description	Type
🗋	Resolution 2025-163 Awarding Contract to Heavy Civil Inc. for Construction Services for NW 36th Terrace Improvement Project	Resolution
🗋	Exhibit A - Bid response from Heavy Civil Inc.	Exhibit
🗋	Exhibit B - Draft Contract	Exhibit
🗋	Broward County Concurrence Letter	Backup Material
🗋	Location Map	Backup Material

RESOLUTION 2025-163

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; AWARDING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT BETWEEN THE CITY OF LAUDERDALE LAKES AND HEAVY CIVIL INC. ("CONTRACTOR") PROVIDING FOR CONSTRUCTION SERVICES FOR THE NW 36TH TERRACE IMPROVEMENT PROJECT; IN AN AMOUNT NOT TO EXCEED EIGHT HUNDRED NINETY THREE THOUSAND SEVEN HUNDRED EIGHTEEN AND 50/100 DOLLARS ($893,718.50); A COPY OF CONTRACTOR'S BID RESPONSE IS ATTACHED HERETO AS **EXHIBIT A**; A DRAFT COPY OF SAID CONTRACT IS ATTACHED HERETO AS **EXHIBIT B**; COPIES OF WHICH ARE AVAILABLE FOR INSPECTION IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 22, 2025, the City of Lauderdale Lakes Commission approved an Interlocal Agreement with Broward County to provide funding in the amount of Eight Hundred Sixty-Three Thousand Six Hundred Sixty-Three and No/100 Dollars ($863,663.00), under the Transportation Surtax Program, for construction agreement of the NW 36th Terrace Improvements Project ("Project");

WHEREAS, the Project limit is within the corporate jurisdiction of the City and is located on NW 36th Terrace, south of Oakland Park Boulevard to NW 38th Avenue, and improvements include installation of landscaping and median improvements, sidewalk, traffic calming and drainage improvements;

WHEREAS, the Project was advertised for bid on July 25, 2025, and closed on August 22, 2025;

WHEREAS, six proposals were received as follows:

#	VENDOR	BID AMOUNT	LOCATION
1	Heavy Civil Inc.	$893,718.50	Boca Raton, FL, 33433
2	Vittorium Design Corp	$997,867.75	Davie, FL, 33324
3	C&W Pipeline,Inc	$1,344,765.00	Opa Locka, FL, 33054
4	Basile USA LLC	$1,449,476.22	Fort Lauderdale, FL, 33312
5	Homestead Concrete & Drainage	$1,450,000.00	Homestead, FL, 33030
6	The Stout Group, LLC	$1,808,875.00	Hialeah Gardens, FL, 33018

WHEREAS, City Staff reviewed the proposals for compliance of the bid requirements, ensuring that each respective bid was responsive and responsible;

WHEREAS, the lowest proposal, Heavy Civil Inc., was then submitted to Broward County for review and compliance with the County's CBE program requirements;

WHEREAS, Heavy Civil Inc. was determined to be the lowest, most responsive and responsible bidder that met the City's requirements as well as the County's CBE program requirements and offered the best overall value;

WHEREAS, a One Hundred Thousand and No/100 Dollars ($100,000.00) contingency amount is included in the total price for the purpose of funding unforeseen portions of the work that may arise during construction, however noting that performance of the work under this allowance account must be authorized in writing by the City;

WHEREAS, City Staff recommends that the City Commission award the contract to Heavy Civil Inc. for construction of the NW 36th Terrace Improvements Project in the amount of Eight Hundred Ninety-Three Thousand Seven Hundred Eighteen and 50/100 Dollars ($893,718.50), and any supplemental approval for additional funds requested from the Interlocal Agreement with Broward County under the Transportation Surtax Program for this Project;

WHEREAS, this Project is funded by the Transportation Surtax Program;

WHEREAS, funds in the amount of Eight Hundred Sixty-Three Thousand Six Hundred Sixty-Three and No/100 Dollars ($863,663.00) are included in the fiscal year 2026 approved budget;

WHEREAS, on September 25, 2025, staff made a formal request to Broward County Surtax Authority for additional funding to secure an additional Thirty Thousand Fifty-Five and 50/100 Dollars ($30,055.50) to address the funding gap; and

WHEREAS, this request is being presently still being reviewed by the County, however in the event that the additional funding is not approved by the Broward County Surtax Authority, City staff recommends and request the City Commission to authorize and approve such additional amount from the City's General Fund.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. AUTHORITY: The City Commission hereby awards the NW 36th Terrace Improvement Project to Heavy Civil Inc. for an amount not to exceed Eight Hundred Ninety-Three Thousand Seven Hundred Eighteen and 50/100 Dollars ($893,718.50); such Contract to be in

substantial form as to the Contract attached hereto as **Exhibit B** which is incorporated herein by reference, and the Mayor and the City Clerk are further authorized to execute and attest, respectively, said Contract.

SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk, through the Acting City Manager, is hereby authorized to obtain three (3) executed copies of the Agreement with one (1) copy of the Agreement to be directed to Heavy Civil Inc.; with one (1) copy to be maintained by the City; and with one (1) copy directed to the Office of the City Attorney.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD DECEMBER 9, 2025.

_____
VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____, CMC, Deputy City Clerk, for
VENICE HOWARD, MPA, MMC, FCRM
CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
SIDNEY C. CALLOWAY, CITY ATTORNEY

Sponsored by: Aazam Piprawala, Procurement Administrator; Ronald Desbrunes, Director of Public Works

VOTE:

Mayor Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Sharon Thomas	____ (For) ____ (Against) ____ (Other)
Commissioner Tycie Causwell	____ (For) ____ (Against) ____ (Other)
Commissioner Easton Harrison	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)

BID COVER PAGE CHECKLIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID

Contractor/Firm Name	Heavy Civil Inc.
Contact Name:	Tiffany Kester
Contact Phone:	954-597-6443
Contact Email:	tiffany@heavycivilinc.com

Note that bid submittals will only be accepted electronically at www.demandstar.com.

1. Bid Form: Carefully read all Bid Documents, review the project scope and properly fill out the Bid Form. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)

2. Bidder's Qualification Statement: Complete and sign the Bidder's Qualification Statement. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)

3. Non-Collusion Affidavit: Sign the Non-Collusion Affidavit and have it properly notarized.

4. Trench Safety Act: Complete and sign the Trench Safety Act form (if applicable).

5. Warranties: Complete and sign the Warranties form.

6. E-Verify Form: Complete and sign the E-Verify form.

7. Debarment Certification: Complete and sign the Debarment Certification form.

8. Public Entity Crimes Certification: Complete and sign the Public Entity Crimes form.

9. Bid Bond: Include a five percent (5%) Bid Bond. Failure to provide a Bid guarantee will result in automatic rejection of your Bid. All required Bonds must be submitted on the CITY'S Bond forms, included in this document. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.) **BID BOND MUST BE SUBMITTED IN HARD COPY; SEPARATE FROM THE SUBMITTAL.**

10. Proof of Insurance: Include proof of insurance containing a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the CITY and additional insured by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the CITY and their officers, directors, agents, and employees as "additional insured".

11. License: Attach certificate of competency, state registration and any other applicable licenses.

12. Broward County Forms as indicated in the section, Municipal Surtax Project Requirements.

IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:

Please indicate reason(s) why a Bid Form is not being submitted at this time. Return this page to the Financial Services Department to avoid removal from the City of Lauderdale Lakes vendor listing.

BID FORM

NW 36th Terrace Improvements

Submitted By: Heavy Civil Inc. Date: Aug. 22, 2025

to furnish and deliver all materials and to do and perform all WORK as is required for the project scope.

In order to be considered for this project, **the BIDDER should** have successfully completed a minimum of three (3) projects of similar scope and complexity over the past five (5) years, in the State of Florida, and must be able to document the required experience.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Contract with the CITY to perform and furnish all WORK as specified herein for the Contract Price and within the Contract Period indicated in this Bid.

2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the CITY within fifteen (15) days after the date of CITY'S Notice of Tentative Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that

   a. BIDDER has examined the Bid Documents, including the following addenda:

Number	Date	Number	Date
1	8-12-25		
2	8-12-25		

   of all of which is hereby acknowledged;

   b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.

   c. BIDDER has given the CITY written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the CITY is acceptable to BIDDER.

4. BIDDER proposes to furnish the WORK in conformity with the specifications and at the Bid Prices referenced below in the Schedule of Bid Prices. The Bid Prices quoted have been checked and certified to be correct. Said Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.

5. It is the intent of the CITY to award this bid to the lowest responsible and responsive BIDDER. The CITY reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of The CITY OF LAUDERDALE LAKES. The CITY reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated.

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

ADDENDUM No. 1

ADDENDUM NO. 1
TITLE: NW 36TH Terrace Improvements

ITB NO.: ITB25-6310-14B
ITB CLOSING DATE: August 22nd, 2025 @ 10:00AM

DATE: August 12, 2025

NUMBER OF PAGES: 2

This Addendum to the contract documents is issued to provide additional information and clarification to the original solicitation requirements and is hereby declared a part of the original contract documents. In case of conflict, this Addendum shall govern. Bidders shall acknowledge receipt of this Addendum by signature of this form to be included with their intended Bid submission. Failure to sign and provide with bid submission shall deem your company as non-responsive.

Clarifications & Announcements:

Kindly see below, attendance for Non-Mandatory Pre-Bid Meeting:

Attendance (Non-Mandatory Pre-Bid Meeting) AS PER GOTO MEETING SUMMARY:

Representative	Company Name
Justina Hicklyn	The Valerin Group
Luine Santana	Vittorium Design
Eduardo	Weekely Asphalt
Hasani Williams	Jacaranda Air
Michael Vlam	Weekely Asphalt
Pacan Kollu	SMG Contractors

ALL ELSE REMAINS THE SAME

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

ACKNOWLEDGED BY:

Heavy Civil Inc.
COMPANY NAME

SIGNATURE/DATE

Todd Kneisel
PRINTED NAME

CITY OF LAUDERDALE LAKES

Aazam Piprawala, CERT SCM
Procurement Administrator,
Financial Services

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

ADDENDUM No. 2

ADDENDUM NO. 2
TITLE: NW 36TH Terrace Improvements

ITB NO.: ITB25-6310-14B
ITB CLOSING DATE: August 22nd, 2025 @ 10:00AM

DATE: August 12, 2025

NUMBER OF PAGES: 3

This Addendum to the contract documents is issued to provide additional information and clarification to the original solicitation requirements and is hereby declared a part of the original contract documents. In case of conflict, this Addendum shall govern. Bidders shall acknowledge receipt of this Addendum by signature of this form to be included with their intended Bid submission. Failure to sign and provide with bid submission shall deem your company as non-responsive.

Questions and Answers:

Q1:
What is the estimate for this project?

A1:
Not available at this time.

Q2:
Can the 30% goal for CBE be met with suppliers or does it only apply to Subcontractors?

A2:
The 30% goal applies to the work to be done. Therefore, it applies to subcontractors

Q3:
Can you please provide the elevation data for high and low points on street (asphalt) and sidewalks (concrete)

A3:
See sidewalk details

Q4:
Can you please provide the Geotechnical Report?

A4:
This information is not available

Q5:

What permit will be required for this project and will reimbursement (fees) be made with the contingency?

A5:
City of Lauderdale Lakes engineering permit. Permitting costs will be reimbursed through the contingency item

Q6:
Should the final lift of asphalt be virgin asphalt as required in Bid Package (Section 02741)

A6:
Asphalt installation shall be in accordance with the signed and sealed plans

Q7:
Please clarify what kind of asphalt will be used for two (2) lifts of asphalt on new parking areas. As per set of plans is calling both lifts as S-9.5 (SP 9.5). Section 02741 mentioned Type S-I and/or Type S-III. Same request for clarification for the Friction Course on milling areas

A7:
Asphalt installation shall be in accordance with the signed and sealed plans

Q8:
There are some areas that the milling will be just 3/4" Sheet of plans (C402.1 & C402.2). Will the overlay asphalt be 3/4" also or will it be 1 1/2" as detail on sheet of plans (C401.2) and Schedule of Bid Items

A8:
Asphalt overlay shall be the same thickness as milling to butt against and be flush with existing pavement.

Q9:
Does the City have any nearby places that could be use as staging area?

A9:
No

Q10:
There does not appear to be a Tree Disposition Schedule in the documents. One Tree Disposition plan has been duplicated (L.0002) so perhaps there is a missing page?

A10:
Attachment in Demand Star under 'Addendum 2, Q&A 10'

ALL ELSE REMAINS THE SAME

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

ACKNOWLEDGED BY:

Heavy Civil Inc.
COMPANY NAME

SIGNATURE/DATE

Todd Kneisel
PRINTED NAME

CITY OF LAUDERDALE LAKES

Aazam Piprawala, CERT SCM
Procurement Administrator,
Financial Services

City of Lauderdale Lakes, Florida
Administration Division
Lauderdale Lakes, FL 33319
www.lauderdalelakes.org
purchasing@lauderdalelakes.org
954-535-2700

Solicitation: ITB 22-6310-14B	**ITB Issue Date:** July 25th, 2025 @ 11AM
Bid Description:	NW 36th Terrace Improvements
Strategic Goal Alignment:	Maintain and Improve Public Infrastructure
Pre-Bid Conference:	August 1st, 2025 @ 11AM
Bid Submittal Deadline:	August 22nd, 2025 @ 10AM

BID RESPONSES MUST BE RECEIVED NO LATER THAN THE DATE AND TIME SPECIFIED ABOVE. BIDS WILL BE ACCEPTED AND NAMES OF BIDDERS READ ALOUD AT THAT TIME. LATE BIDS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit your bid for the requirements as specified herein.

The original bid and the required number of copies must be received in a sealed container that has your company name, address, ITB number, and description.

Bids must be delivered and time stamped prior to the public opening to:	City of Lauderdale Lakes Administration Division 4300 NW 36th Street Lauderdale Lakes, FL 33319

Legal Name of BIDDER:	Heavy Civil Inc.
Contact Person:	Tiffany Kester
Telephone Number:	954-597-6443
Email Address:	tiffany@heavycivilinc.com

FAXED OR EMAIL BIDS WILL NOT BE ACCEPTED.

SCHEDULE OF BID ITEMS

Heavy Civil Inc.

Item	Pay Item Description	Estimated Quantity	Unit	Unit Price	Value
100	Mobilization (Including Project Sign)	LS	1	74,000.00	$- 74,000.00
101	Maintenance of Traffic	LS	1	17,000.00	$- 17,000.00
102	Storm Water Pollution Prevention Plan (Erosion Plan)	LS	1	7,800.00	$- 7,800.00
103	Clearing and Grubbing	LS	1	18,300.00	$- 18,300.00
104	Demolition	LS	1	30,150.00	$- 30,150.00
105	Site Restoration	LS	1	4,960.00	$- 4,960.00
106	Stabilized Subgrade, 12" Thick	SY	1,400	9.00	$- 12,600.00
107	Limerock Base, 8" Thick	SY	1,400	27.75	$- 38,850.00
108	Milling Existing Asphalt	SY	5,200	2.00	$- 10,400.00
109	Asphaltic Concrete Friction Course SP9.5, 1.5" thick	SY	6,600	12.50	$- 82,500.00
110	Concrete Curb Type 'D' Curb	LF	620	24.00	$- 14,880.00
111	Concrete Type 'F' Curb and Gutter	LF	2,320	28.00	$- 64,960.00
112	Concrete Drop Curb	LF	900	30.00	$- 27,000.00
113	Concrete Header Curb	LF	400	38.00	$- 15,200.00
114	Concrete Sidewalk, 4" thick	SY	900	51.55	$- 46,395.00
115	Concrete Apron	SY	4	200.00	$- 800.00
116	ADA Detectable Warning Pad	SF	180	36.00	$- 6,480.00
117	Speed Tables	SF	1,100	11.00	$- 12,100.00
118	Concrete Pavers, Roadway	SY	150	200.00	$- 30,000.00
119	Concrete Pavers, Median/Sidewalk	SY	110	475.00	$- 52,250.00
120	Remove Existing Inlet Top, Frame, & Grate	EA	5	600.00	$- 3,000.00
121	Manhole Cover	EA	5	1,550.00	$- 7,750.00
122	Catch Basin	EA	2	6,324.50	$- 12,649.00
123	Curb Inlet	EA	1	6,447.00	$- 6,447.00
124	Valley Gutter Inlet	EA	4	7,075.00	$- 28,300.00
125	Thermoplastic, Standard, White, Solid 6"	LF	425	1.00	$- 425.00
126	Thermoplastic, Standard, White, Solid 12"	LF	200	2.00	$- 400.00
127	Thermoplastic, Standard, White, Solid 18"	LF	70	1.75	$- 122.50
128	Thermoplastic, Standard, White, Solid 24"	LF	90	3.00	$- 270.00
129	Thermoplastic, Standard, Yellow, Solid 6"	LF	2,600	.75	$- 1,950.00
130	Thermoplastic, Standard, Yellow, Solid 18"	LF	60	1.75	$- 105.00
131	Thermoplastic, Standard, White, Arrow	EA	8	125.00	$- 1,000.00
132	Yellow Reflective Paint	SF	100	5.50	$- 550.00
133	Reflective Pavement Markers	LS	1	3,000.00	$- 3,000.00
134	Single Post Sign, New	AS	6	1,000.00	$- 6,000.00
135	Single Post Sign, Relocate	AS	6	600.00	$- 3,600.00
136	Tree Removal	LS	1	26,000.00	$- 26,000.00
137	Dahoon Holly - 2" Cal.	EA	12	500.00	$- 6,000.00
138	Natchex Crape Myrtle - 2" Cal	EA	9	600.00	$- 5,400.00
139	Ligustrum Privet - Multi	EA	31	750.00	$- 23,250.00
140	Southern Live Oak - 3"	EA	16	465.00	$- 7,440.00
141	Solitaire Palm - 10' GW	EA	24	740.00	$- 17,760.00
142	Montgomery Palm - 8' GW	EA	11	485.00	$- 5,335.00
143	Floratam St. Augustine Grass	SF	23,600	.65	$- 15,340.00
144	Irrigation System	LS	1	45,000.00	$- 45,000.00
	Sub-Total				$793,118.50 ~~$0.00~~
49	Contingency*	1	LS	100000	$100,0000.00
	Total				~~$0.00~~ $893,118.50

*Contingency can only be used with pre-approval from City Management.

The following Bid Item Notes apply to the bid items:

1. Bid Item 100 is a lump sum pay item for all mobilization costs and includes the construction of one (1) project sign that shall be displayed at approaches to the project area. The intent is that the sign will be freestanding. The sign shall display on both sides the project name, City Logo, Broward MPO MAP logo, elected officials, and contact information. A detail of the sign is included in the plans. Shop drawings must be submitted for approval prior to ordering the project sign. Photos of the actual project sign must be submitted for approval prior to installation of the project signs.
Mobilization will be paid at the following rates:
a. 10% of contract completion - 25% of Mobilization.
b. 25% of contract completion - 50% of Mobilization.
c. 50% of contract completion - 100% of Mobilization.
2. Bid Item 101 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 102 to include a complete stormwater pollution prevention plan (SWPPP). Notice of Intent fees and compliance with any SWPPP reporting. Include furnishing, installation, maintenance, and removal of items Individual material cost to be included with other Bid Items.
4. Bid Item 104 includes the removal and disposal of all existing concrete sidewalk, concrete driveways, asphalt aprons, drainage structures, drainage pipe with exfiltration trench, and base material necessary to prepare the area for the proposed construction.
5. Bid Item 105 includes all costs associated with restoring the site to its original condition or better. Any site areas impacted by the contractor outside of proposed concrete or drainage work, such as asphalt overlay, pavement markings, etc., will be restored by the contractor at no additional cost to the City. The contractor shall include the costs associated with a preconstruction video and pictures to confirm existing conditions. Any damage not confirmed by preconstruction video or pictures will be repaired at no additional cost to the City.
6. Bid item 109 is to include final overlay to the extents shown on the plans or lift of asphalt (minimum 1.0") to final grade. Pavement overlay to provide smooth and continuous grading through the entire asphalt overlay process to avoid areas of standing water. This item includes final lift of asphalt over all trench restoration.
7. Bid Item 141 requires contractor to place sod that will match existing conditions of project site prior to construction.

All proposed items shall include costs for all materials, equipment, labor, supervision, permit fees, taxes, insurance, bonds, miscellaneous costs and Contractor's overhead and profit. Costs for materials and equipment shall be included where applicable. Note that change orders are not considered for costs related to any of the above. **A project sign is required and the cost may be included in the mobilization costs. Awarded Contractor must coordinate with Contract/Project Manager for project sign requirements.**

This is a unit price project and the proposed price must be in accordance with the attached set of plans and specifications for this project. The schedule of bid items does includes a contingency line item. However, this contingency should not be considered a guaranteed amount available to the Contractor. Use of the Contingency must be pre-approved by City Management.

CONTRACTOR shall furnish all labor, materials, and equipment and perform all the necessary WORK in the manner and form provided in the Contract Documents.

Total Project Cost Written: Eight Hundred Sixty-Six Thousand Two Hundred Eighty-Five Dollars and Fifty Cents

Total Project Completion Time: 180 Calendar Days

Days

6. BIDDER accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the WORK on time.

7. Communications concerning this Bid shall be as follows:

Contact Person _____

Business Address _____

CITY, State, Zip Code _____

Business Phone Number _____

Email Address _____

Cell Phone Number _____

8. Other pertinent information is as follows:

License Number_____(Please

Attach Copy) Federal Tax ID# _____

Federal Employment ID # _____

Submitted on this_____day of_____, 20 _.

a. (If an individual, partnership, or non-incorporated organization)

_____
(Signature)

_____
(Title)

b. (If a corporation)

(Affix Seal)

Signature of BIDDER _____

By Todd Kneisel

Attested by

Secretary _____

Incorporated under the laws of the State of Florida.

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND

INELIGIBLE FOR AWARD.

CERTIFICATE

(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of _____, a Partnership under the laws of the State of____ held on_____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that_____as_____of the Partnership, is hereby authorized to execute the Bid Form dated_____, 20_____, between the City of Lauderdale Lakes, Florida, and this Partnership, and that the execution thereof, attested by the_____of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this_____day of_____,20___.

_____
(Signature)

_____
(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me via □ physical presence OR □ online notarizations this___day of_____, 20____.

By _____

Personally known_____ OR produced identification_____

Type of identification produced:_____.

_____
Signature of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of Heavy Civil Inc., a corporation under the laws of the State of Florida held on Mar. 5, 2014, the following resolution was duly passed and adopted:

"RESOLVED, that Todd Kneisel, as President of the Corporation, is hereby authorized to execute the Bid Form dated Aug. 22, 2025, 20 _, between the City of Lauderdale Lakes, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 22ND day of Aug, 2025.

Secretary

STATE OF FLORIDA
COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me via □ physical presence OR □ online notarizations this 22ND day of Aug, 2025.

By Todd Kneisel

Personally known ✓ OR produced identification_____

Type of identification produced:_____

TIFFANY JO KESTER
Notary Public - State of Florida
Commission # HH 315854
My Comm. Expires Nov 29, 2026
Bonded through National Notary Assn.

Signature of Notary Public, State of Florida

Tiffany Kester

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

CITY OF LAUDERDALE LAKES
BIDDER'S QUALIFICATIONS STATEMENT

BIDDER'S GENERAL INFORMATION:

BIDDER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

1. BIDDER'S Name, Principal Address, Phone, Fax Number and Email:

Heavy Civil Inc.
8230 210th St S, Suite 215, Boca Raton, FL 33433
954-597-6443
tiffany@heavycivilinc.com

2. Number of years as a CONTRACTOR in this type of work: 10+ yrs.

3. Names and titles of all officers, partners or individuals doing business under trade name:
Todd Kneisel - President
Todd Kneisel - Secretary

4. The business is a: Sole Proprietorship O Partnership O Corporation ●

5. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:
Alter Surety Group
5979 NW 151st Street, Suite 202, Miami Lakes, FL 33014
Russ Stampler - 954-817-0376

6. What is the last project of this nature that you have completed? Include the project value.
E4W61 - $1,143,139.00

7. Have you ever failed to complete work awarded to you. If so, when, where and why?
No

8. Have you personally inspected the proposed WORK and do you have a complete plan for its performance?
Yes

9. List CM's or GC's your company has worked for within the past three years. See attached List

CM/GC No. 1: General Asphalt 4850 NW 72ND Ave Miami, FL Contact Person: Daniel Sanchez Tel: 786-594-1639 Fax:

CM/GC No. 2: Village of Palm Springs Contact Person: Felipe Lofaso Tel: 561-352-5631 Fax:

10. List three SIGNIFICANT PROJECTS completed within the past five years. See attached List

Project No. 1: Slip No. 1 Location: Port of Palm Beach Date Completed: 2025

Your $ contract Amount: 230,154.00

Contracting Agency/Owner: Port of Palm Beach Contact Person: Gary Dunmyer Tel: 561-383-4133 Fax:

Project No. 2: Greenbrier Location: Palm Springs Date Completed: 2025

Your $ contract Amount: 636,276.74

Contracting Agency/Owner: Village of Palm Springs Contact Person: Felipe Lofaso Tel: 561-352-5631 Fax:

Project No. 3: E4W61 Location: Lake Worth Date Completed: 2025

Your $ contract Amount: 1,143,139.00

Contracting Agency/Owner: General Asphalt FDOT Contact Person: Daniel Sanchez Tel: 786-594-1639 Fax:

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary). See attached Resume's

Todd Kneisel - 30+ yrs. in the Construction

12. State the name and licensing of the individual who will have personal supervision of the WORK.

Todd Kneisel - General Contractor

13. Will you sublet any part of this WORK? If so, give details.

14. What equipment do you own that is available for the WORK? (Attach additional sheets as necessary) see attached list

Excavators, Skidsteer, Paver, Loaded, Small Tools

15. What equipment will you purchase for the proposed WORK?

TBD

16. What equipment will you rent for the proposed WORK?

TBD

8230 210th St S, Suite 215, Boca Raton, FL 33433

PH: 954-597-6443/Cell: 786-972-4874/ tiffany@heavycivilinc.com

Current Projects

E4X95 **Yamato Road, FL**

The project consists of Mobilization, Inlet Protection, Clearing & Grubbing, Removal of Existing Concrete, Type B Stabilization, Optional Base, Manhole Adjust, Mahole Adjust Utilities, Valve Boxes Adjust, Concrete Curb & Gutter Type F, Valley Gutter-Concrete, Concrete Sidewalk and Driveways 4" and 6", Detectable Warnings

Contract Amount $345,979.70 **Gustvo Perez 754-971-7320**

E4X25 **Lyons Road, FL**

The project consists of Mobilization, Sediment Barrier, Floating Turbidity Barrier, Inlet Protection, Clearing & Grubbing, Removal of Existing Concrete, Regular Excavation, Embankment, Inlets Curb Type p-6, Inlet DT BOT Type C, Inlet Closed Flume, Manhole Adjust, Modify Existing Drainage Structure, Pipe Culvert 18", Mitered End Section 18", Concrete Curb & Gutter Type F, Valley Gutter-Concrete, Shoulder Concrete Barrier 38" or 44", Concrete Sidewalk and Driveways 4" and 6", Concrete Ditch Pavement 4" Reinforced, Detectable Warnings

Contract Amount $484,771.08 **Daniel Sanchez 786-594-1639**

7th Street Sidewalk **West Palm Beach, FL**

The project consists of Mobilization, Clearing & Grubbing, Sod, Inlet Protection, Concrete Sidewalk and Driveways 4", Concrete Sidewalk and Driveways 6", Removal of Existing Concrete, Underground Water Service Repair, Irrigation System Repair

Contract Amount $860,718.29 **Cristine Perdomo 561-632-2148**

La Mancha **Royal Palm Beach, FL**

The project consists of Mobilization, Inlet Protection, Inlets Adjust, Manhole Adjust, Valve Boxes Adjust, Desilting Pipe 0-24", Dewatering for Pipe Installation, Underdrain, Type 1, Utility Fittings Install

Contract Amount $2,217,885.35 **Matt Donnell 561-588-6681**

Citywide Curb & Gutter, DAD Ramps, and Miscellaneous Sidewalk Replacement **Port St. Lucie**

The project consists of Remove and Replace Curbing, Remove and Replace Concrete Sidewalk 4" thick, Remove and Replace Sidewalk 6" thick, Curb Ramps, Detectable Warnings, Sod, Embankment, Gravity Walls, Pipe Guiderail, Stamped Concrete, Swale Liner, Remove and Replace Trees, MOT, Brick Pavers, Superpave Asphaltic Concrete SP9.5, Bench, New Signs, Relocation of Signs, Striping

Annual Contract

NW 88th Street Sidewalk Improvements **Coral Springs, FL**

The project consists of Asphalt Sidewalk 8' Wide, Concrete Sidewalk 4" thick, Site Restoration, MOT

Contract Amount $76,698.38 **Leonardo Bermudez 954-344-1097**

Indian River Shooting Range **Sebastian, FL**

The project consists of Reclaimed Asphalt Pavement Base Course, Asphaltic Concrete Friction Course, Sod, Signage, Pavement Markings, Asphaltic Concrete Friction Course

Contract Amount $469,387.65 **Douglas Ferrante 772-226-1931**

Road Resurfacing **Royal Palm Beach, FL**

The project consists of Concrete Curb Flume, Concrete Curb & Gutter Type F, Concrete Curb & Gutter Miami Curb, Concrete Curb Type D, Concrete Sidewalk 6" Thick, Detectable Warning on New Walking Surface

Contract Amount $743,422.20 **Matt Donnell 561-718-4460**

8230 210th St S, Suite 215, Boca Raton, FL 33433

PH: 954-597-6443/Cell: 786-972-4874/ tiffany@heavycivilinc.com

Completed Projects

SW Airoso Blvd. Median Improvements **Port St. Lucie, FL**

The project consists of Mobilization, MOT, Sediment Barrier, Inlet Protection, Litter Removal, Mowing, Removal of Existing Concrete, Clearing & Grubbing, Regular Excavation, Type B Stabilization, Optional Base, Superpave Asphalt, Milling, Asphalt Concrete, Concrete Curb & Gutter Type E, Concrete Curb & Gutter type F, Traffic Separator Concrete Type I 4', Concrete Sidewalk and Driveways 6", Sod, Inlet Curb Type p-5, Pipe Culvert 15", Stamped Concrete, Striping

Contract Amount $368,133.41 **David Epperson 772-418-6886**

E4X51 **Boca Raton, FL**

The project consists of Mobilization, Commercial Material for Temporary Driveway, Inlet Protection, Clearing & Grubbing, Removal of Existing Concrete, Type B Stabilization, Manhole Adjust, Manhole Adjust Utilities, Valve Boxes Adjust, Concrete Curb & Gutter Type F, Concrete Sidewalk and Driveways 4" and 6", Detectable Warnings

Contract Amount $286,950.55 **Gustvo Perez 754-971-7320**

T4665 **Sample Road, FL**

The project consists of Removal of Existing Concrete, Type B Stabilization, Base Group, Superpave Asphaltic Concrete, Inlets, Manholes, Type F Curb & Gutter, Concrete Traffic Separator, 4" Concrete Sidewalk, 6" Concrete Sidewalk, Detectable Warnings.

Contract Amount $821,535.52 **Jorge Urguiaga 786-614-1342**

A1A from Indiantown to Approx. 650' North Drainage Improvements **Palm Beach, FL**

The project consists of Clearing & Grubbing, Excavation, Milling, Asphalt Concrete, Inlets Ditch Bottom, Manholes, Modify Existing Drainage Structure, 18" Pipe Culvert, French Drains, Concrete Curb & Gutter Type F, Concrete Flume, Sod

Contract Amount $345,122.50 **Zachary King 561-684-4181**

Pioneer Grove (LAC) Drainage Improvements **Deerfield Beach, FL**

The project consists of Clearing & Grubbing, Erosion & Sediment Control, Asphalt and Concrete Removal, Earthwork, Limerock Base, Subgrade, Asphalt SP 9.5/SP12.5, Asphalt Mill & Resurface, Curbing, Concrete 4" Thick, Sod, Restoration, Stom Sewer, Type C/D Inlet, Type J Inlet, 24" Concrete End wall, 36" End wall, Structure, 36" Pipe, 24" Pipe, 18" Pipe, Exfiltration Trench, Pavement Marking and Signage

Contract Amount $1,055,540.38 **Patricia Desir 954-928-5237**

CDBG Sidewalk Improvements **Deerfield Beach, FL**

The project consists of MOT, Excavation, Concrete Sidewalk 4" Thick, Concrete Sidewalk 6" Thick, and Detectable Warnings

Contract Amount $683,368.50 **Josef Farbiarz 954-544-0509**

Slip No. 1 **Port of Palm Beach, FL**

The project consists of Site Dewatering, Excavation, Trucking, and Hauling, Concrete Box Culvert Replacement, Box Culvert connecting to existing box and manhole, Compacted, Asphalt Pavement, and Pavement Markings.

Contract Amount $230,154.00 **Julian Cover 561-471-4029 Ext. 261**

Greenbrier **Plam Springs, FL**

The project consists of Stormwater, Paving Concrete, Landscaping, Irrigation and Signage with Striping at the intersection, Type F Curb, Type B Curb, 15" RCP Pipe, 18" RCP Pipe, Catch Basin, Removal of Trees

Contract Amount $636,276.74 **Felipe Lofaso 561-352-5631**

T4679 **Broward County, FL**

The project consists of Clearing & Grubbing, Selective Clearing & Grubbing, Removal of Existing Concrete, Tree Protection, Excavation, Subsoil Excavation, Embankment, Type B Stabilization, Optional Base Group 01, Concrete Gravity Wall, Inlets, Flume, Concrete Curb & Gutter Type F, Concrete Curb Type D, Concrete Traffic Separator, Concrete Sidewalks and Driveways 4" and 6", Concrete Ditch Pavement 4" Reinformed, Detectable Warnings

Contract Amount $453,058.83 **Erick Rojo 305-494-3249**

E4W89 **Hallandale, FL**

The project consists of Removal of existing Concrete, Clearing & Grubbing, Regular Excavation, Type B Stabilization, Base Group, Manhole, Valve Boxes, Type E Curb & Gutter, Type F Curb & Gutter, Type D Curb, 4" Concrete Sidewalk, 6" Concrete Sidewalk, Detectable Warnings

Contract Amount $236,318.04 **Gustavo Perez 754-971-7320**

E4W61 **Lake Avenue, FL**

The project consists of Removal of Existing Concrete, Inlet Curb Type P-5, Inlet Curb Type P-6, Inlet DT BOT Type C, Inlet Ditch Bottom, Pipe Culvert 15", Pipe Culvert 18", Trench Drain, Concrete Curb and Gutter Type F, Concrete Curb Type D, Concrete Sidewalk and Driveways 4" Thick, Concrete Sidewalk and Driveways 6" Thick

Contract Amount $1,143,139.00 **Daniel Sanchez 786-594-1639**

Bulldog/Apollo Sidewalk Phase II Improvements **Melbourne, FL**

The project consists of installation of a mid-block crosswalk on Bulldog Boulevard in front of Melbourne High School including ADA-compliant curb ramps, Type 'F' curb and gutter, 6-footconcrete sidewalks, sidewalk removal, stormwater pipe installation, inlet construction, coring the side of an existing drainage structure, milling and resurfacing, overbuild, an RRFB installation (solar powered), signage, striping and pavement markings and minor utility relocations.

Contract Amount $675,075.65 **Tami Gillen 321-288-2832**

Wellington Trace/Greenview Shores Blvd. Eastbound Right Turn Lane **Wellington, FL**

The project consists of Erosion Control, Concrete Driveway, Concrete Sidewalk, Concrete Curb, Mill Asphalt, Convert existing Catch Basin, Concrete Type F Curb, Concrete Valley Gutter, Detectable Warnings, Embankment, Excavation, Sod, Concrete Ramp, Subgrade, Pavement Markings

Contract Amount $231,943.89 **Kyle Burg 561-753-2419**

T4618 **Lake Worth, FL**

The project consists of Removal of Concrete, Optional Base Group 10, Concrete Curb and Gutter Type E, Concrete Curb and Gutter Type F, Concrete Sidewalk and Driveways 4" Thick, Concrete Sidewalks and Driveways 6" Thick, Bus Boarding Pad

Contact Amount $136,066.35 **Daniel Sanchez 786-594-1639**

E4W40 **Palm Beach Co.**

The project consists of construction of Milling & Resurfacing, Curb and gutter, Curb Ramps, Pedestrian Signal Heads and Pedestals, Pedestrian Detectors, Signing and Pavement Markings and Utility Adjustments

Contract Amount $1,223,473.14 **Michael Miller 954-815-2151**

Cypress Drive Drainage **Jupiter, FL**

The project consists of 15" RCP Pipe, 24" RCP Pipe, Type C Ditch Bottom Inlet, 4' Type J Inlet with top slab, Storm Manhole with top slab tied into existing 42" HDPE Drainage line, repairing of parking lot Asphalt Trench, Roadway Asphalt Trench, Remove & Dispose of Type D Curb, Type F Curb & Valley Gutter, restore existing Asphalt, Asphalt Overlay, Mill & Resurface.

Contract Amount $278,520.00 **Steven Montemayor 561-741-2710**

T4626-Weekley Asphalt **Wilton Manors, FL**

The project consists of construction of Curb Inlet, DT BOT Type C Inlet, Gutter, Type V Inlet, Manholes, Manhole Adjustments, Valve Boxes, Pipe Culvert, Utility Adjustment, Fire Hydrant

Contract Amount $630,931.00 **Robert Brinkman 954-444-1040**

Sailfish Sands Golf Course **Stuart, FL**

The project consists of construction Asphalt Removal, Fence, Concrete Removal, Asphalt & Base, Subgrade, Superpave SP9.5 Asphalt, 18" HDPE

Bid Amount $386,158.21 **Jessica Ballash 772-463-2809**

SE Mango Drainage Improvement **Stuart, FL**

The project consists of Erosion Control, Vegetation Removal, Installation of a Nutrient Separating Generation 2 Baffle Box with Ancillary Concrete Drainage Structures & Piping, Placement of Rip-Rap, Asphalt Roadway Restoration

Bid Amount $367,287.20 **Marco Rogolino 772-418-4485**

T4631-Weekley Asphalt **Pompano Beach, FL**

The project consists of construction of Removal of Concrete, Excavation, Plain Cement Concrete Pavement, Curb & Gutter, Valley Gutter, Traffic Spector, 4" Sidewalks and Driveways, 6" Sidewalk and Driveways, Detectable Warnings

Bid Amount $529,844.00 **Lynne Holden 954-325-8582**

Avenue B Reconstruction **Fort Pierce, FL**

The project consists of construction Avenue B Roadway Improvements from 13th Street to 8th Street. The work consists of Sidewalks, Curb & Gutter, Drainage, and Upgrade Signing and Striping.

Bid Amount $1,112,846.96 **Selena Griffett 772-467-3780**

Bell Avenue **St. Lucie Co., FL**

The project consists of construction of Pipe Culvert 15" & 18", Mitered End Section, Type "F" Curb, 6" Concrete Sidewalk, 6" Concrete Driveway, Performance Turf Sod, Signs, Striping, Earthwork, Utility Fixture.

Bid Amount $251,645.79 **Pete DePasquale 772-200-8492**

162nd Drive North Turn Lane **Loxahatchee, FL**

The project consists of construction of 162nd Drive North Turn Lanes, Removal of Asphalt, Removal headwalls, Catch Basin, RCP Pipe, Elliptical RCP Pipe, Coquina Base, Asphalt New Pavement, Mill, Overlay, Pavement Markings, Sodding

Bid Amount $487,196.00 **Gary Jones 772-692-4344**

Comprehensive Street **Coconut Creek, FL**

The project consists of construction of Swale Grading, Asphalt Roadway, Regrade, Concrete Sidewalk, Curb, Mill & Resurface, Root Barrier, Inlet Adjustment, Manhole, and Handrail

Bid Amount $1,568,677.50 Final 4/2023 **Robert Brinkman 954-444-1040**

T4623-FDOT **Palm Beach, FL**

The project consists of construction Widening (Mis-Block Raised Islands, Speed Tables, Raised Median Approach), Milling & Resurfacing, Concrete Sidewalks, Concrete Driveways, Curb & Gutter, Pavers, Asphalt Sidewalk, Asphalt Driveway, Signing, Pavement Markings, Monitor Existing Structures, Irrigation Sleeves, and Utility Adjustments.

Bid Amount $928,650.83 Final 5/2023 **Michael Miller 954-815-2151**

Gramling Park **Melbourne, FL**

The project consists of construction of 236 LF of Replacement 48" diameter Reinforced Concrete Piping (RCP), Concrete End wall, Jacketed connection to existing RCP Piping, Concrete Pavement Restoration and Fence Restoration.

Bid Amount $334,228.05 Final 10/2022 **Josh Frary 321-290-6093**

Bowman Street Sidewalk Improvements **Greenacres, FL**

The project consists of construction of Sidewalks, Curbing, Drainage Structures, Drainage Pipe, Sod Placement, Establishment, Asphalt Paving, Pavement Markings, Signage.

Bid Amount $ 120,091.00 Final 7/2022 **Leonard Zach 561-762-6426**

Harbour Point **Palm City, FL**

The project consists of Roadway Repairs, Milling, Routing, Crack Sealant, Asphalt, Valley Gutter, Root Barrier Removal & Placement, Sod, Pavement Markings.

Bid Amount $335,038.25 Final 8/2022 **Gary Jones 772-692-4344**

St. Lucie Blvd. **Stuart, FL**

The project consists of Milling & Resurfacing, Widening, Traffic Control Measures, Pavement Markings/Striping, Drainage Improvements.

Bid Amount $600,004.75 Final 9/2022 **Gary Jones 772-692-4344**

Curtis Street **City of Port St. Lucie**

The project consists of construction of .53 miles of 6 foot wide Concrete Sidewalks, Earthwork, Clearing & Grubbing, Drainage Modifications, Swale Relocation, Driveway Culvert replacements, Replacement of Driveways, Utility Relocations.

Bid Amount $ 353,594.05 Final 6/2022 **Colton Griffin 772-529-0788**

Hood Road Sidewalk **Palm Beach Co.**

The project consists of 3,500+ linear feet of 8-foot wise Asphalt Sidewalk along the North Side of Hood Road from the East Side of Briar Lake Drive to West of the Florida Turnpike. The work includes Striping & a Channelized Right Turn Lane at the entrance of the newly developed Trevi Isles Community, just West of the Florida Turnpike

Bid Amount $ 358,000 Final 3/2022 **Zackary King 561-684-4178**

Sandia Drive Drainage & Sidewalk **City of Port St. Lucie**

Project consists of new Storm Drainage and associated Inlets and Manholes along with filling the existing swale And placing approximately 6000 LF of new 6' wide by 4" Sidewalk and 2000 SY of new 6" Concrete Driveways.

Bid Amount $ 415,000.00 Final 2/2022 **Gary Jones 772-692-4344**

Zone 4 **Stuart, FL**

Project consists of Pavement Removal, Roadway Milling, Type SP 12.5 Asphaltic Concrete, Speed Tables, Type 1 Point Repair, Type 2 Point Repair and Striping

Bid Amount $151,127.25 Final 1/2022 **Marco Rogolino 772-418-4485**

Old Palm City Neighborhood Restoration **Palm City, FL**

The project consists of 7000 LF of RCP 40 EA. Drainage Structures Along with 3000 SY of 4" & 6" Concrete drives. Also Curb Ty F and various areas of pipe trench repair and asphalt overlay.

Bid Amount $1,165,556.55 Final 11/2021 **Gary Jones 772-692-4344**

8230 210th St S, Suite 215, Boca Raton, FL 33433
PH: 954-597-6443/Cell: 786-972-4874/ tiffany@heavycivilinc.com

Job References

Port of Palm Beach 1 E 11th Street Riveria Beach, FL 33404	Gary Dunmyer GDunmyer@portofpalmbeach.com	561-383-4133/561-312-8087	Slip No. 1
Engineering Consultants 4401 Beacon Circle West Palm Beach, FL 33407	Julian Cover jcover@ecfconsultants.com	561-471-4029 Ext. 261	Slip No. 1
Village of Palm Springs 226 Cypress Lane Palm Springs, FL 33461	Felipe Lofaso flofaso@vpsfl.com	561-352-5631	Greenbrier Drive
Village of Wellington 12300 Forest Hill Blvd. Wellington, FL 33414	Kyle Burg kburg@wellingtonfl.gov	561-753-2419	Wellington Trace
General Asphalt 4850 NW 72nd Avenue	Daniel Sanchez danielestimate@generalasphalt.com	786-594-1639	T4618/E4W61

Miami, FL			
Palm Beach County 2300 N Jog Road West Palm Beach, FL	Zachary King zking@pbc.gov	561-684-4181	A1A
City of Deerfield Beach 650 SW 3rd Avenue Deerfield Beach, FL	Patricia Desir pdesir@deerfield-beach.com	954-928-5237	Pioneer Grove
Martin County Board of County Commissioners 2401 SE Monterey Road Stuart, FL 34996	Jessica Ballash-PM Jballash@martin.fl.us	772-463-2809	Sailfish Sands
City of Fort Pierce 100 North US 1 Fort Pierce, FL	Selena Griffett-PM sgriffett@cityoffortpierce.com	772-519-1081	Avenue B
Weekley Asphalt Paving, Inc. 20701 Stirling Road Pembroke Pines, FL 33332	Lynne Holden lynne@weekleyasp.com	954-680-8005	Comprehensive Street
FDOT District 4 7300 Forest Hill Blvd. West Palm Beach, FL	Michael Miller-Senior Engineer Michael.Miller2@dot.state.fl.us	954-815-2151	T4623
Consor 10625 North Military Trail, Ste 207 Palm Beach Garden, FL	Chrishana Persand-Inspector cpersaud@consoreng.com	561-376-5601	T4623

Craven Thompson & Associates 4723 Atlantic Avenue Ste A12 Delray Beach, FL 33445	Leonard Zach-PM zgamble@craventhompson.com	561-762-6426	Bowman Street
City of Melbourne 900 E. Strawbridge Avenue Melbourne, FL 32901	Tami Gillen Tami.Gillen@mlbfl.org	321-288-2832	Apollo
City of Stuart 121 SW Flagler Avenue Stuart, FL34994	Marc Rogolino-Engineer mrogolino@ci.stuart.fl.us	772-418-4485	Zone 4
Consor- 10625 North Military Trail, Ste 207, Palm Beach Garden FL	Colton Griffin-Engineer cgiffin@consoreng.com	772-529-0788	Curtis Street
Captec- 301 NW Flagler Avenue Stuart, FL	Gary Jones-Engineer gjones@gocaptec.com	772-692-4344	Old Palm City
AEngineering 219 N. Newnan Street Jacksonville, FL	Ricardo Baraybar-PM RBaraybar@aeeningeeringinc.com	813-235-3056	NE 26th Street
Florida Department of Transportation 555 Camp Road	Richard Nasrawy-PM Richard.Nasrawy@dot.state.fl.us	321-634-6020	T5673

Cocoa, FL

Florida Department of Transportation 4722 Kenilworth Road Sebring, FL	Susan Hindman-PM Susan.Hindman@dot.state.fl.us	863-273-1680	E1S63

Resume

Todd Kneisel

8230 210th St S, Suite 215

Boca Raton, FL 33433

Holloway Construction- Heavy Highway Contractor Wixom, MI

1990 – 1993 Heavy Equipment Operator... Loader. Dozer. Crane. Backhoe

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Kneisel Construction - Heavy Highway Contractor Wixom Mi

1993-2004 **President...**

Handled day to day operations of Heavy Civil work including Earthwork, Drainage,

Underground Utilities, Paving and Bridge Work. Project Size $ 30M Plus

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Eastport Construction – Heavy Civil Contractor Manhattan NY

2004-2013 **Foreman-Sitework**

Managed day to day operations on various projects.

Heavy Civil Inc -Heavy Highway Construction Miami Beach Fl

2013- Present. **President and CEO**

Managing office and field staff doing Heavy construction in S Florida. Heavy Civil is a

Dade Co Certified SBE and Licensed in Dade Co. Took a start up in 4 years to a $1M a year business. Todd is hands on doing Water, Sewer, Storm Earthwork and Paving .

Tony Esposito

Experienced Drainage& Roadway Superintendent

Port Saint Lucie, FL
haetrx@yahoo.com

Work Experience

Project Superintendent
Heavy Civil Inc- Pompano Beach, Fl
December 2018- Current

Managing various types of work including Drainage, Asphalt and Concrete. Working for FDOT, Cities & Counties.... Supervised projects from $ 350,000.00 - $ 1,200,000.00 with subcontractors and 15 direct reports

Asphalt Foreman
Lynch paving - Okeechobee, FL
June 2018 to Dec 2018

Still a sister company to Lawrence lynch corp. just relocated

Asphalt & Drainage Foreman
Lawrence lynch corp - Falmouth, MA August 2014 to June 2018

Very experienced in all utility and asphalt work. Including Drainage, Concrete, and asphalt paving. Managed a versatile crew that self-performed all the above types of work.

Heavy Equipment Operator
Rudy v Pompeo inc - Weymouth, MA
May 2001 to August 2014

Education

High school or equivalent
Hanover high school - Hanover, MA
September 1997 to June 2000

Skills

- Operator for various equipment
- MOT Certified
- Laser and Survey Proficient
- Time Management
- HCSS Heavy Job

JOHN M. AYLOR

PALM CITY, FL

(772) 828-7788

AYLOR63@GMAIL.COM

LAND SURVEY, UTILITIES SUPERINTENDENT

As an innate leader and creative, I enjoy using my positive attitude and innovative construction management practices to create processes and manage businesses to help them grow. With a focus on diversity & inclusion, I am always striving for complementary and collaborative relationships; while keeping financial goals and controls in mind. I pride myself on anticipating needs, building great relationships, and quickly integrating into businesses to create growth and change. My vast experience in various fields of management, operations, and construction gives me the edge on resourcefulness and seeing the big picture and the steps needed to get there.

PROFESSIONAL EXPERIENCE

SUPERINTENDENT- UNDERGROUND UTILITIES/ROAD FINISHING
HEAVY CIVIL, WEST PALM BEACH, FL | JAN 2022-PRESENT
Budget time requirements to complete each phase of construction to meet completion deadlines, averaging a production percentage of 100%. Supervise and monitor work of subcontractors and all company employees to ensure accuracy and completion of work. Review and analyze site plans and blueprints in order to monitor and ensure compliance with plan specifications. Control production costs through review and approval of time sheets, production and service invoices, delivery, and inspection sheets. Monitor and track costs to avoid overruns.

FOREMAN- UNDERGROUND UTILITIES/ROAD FINISHING
HEAVY CIVIL, WEST PALM BEACH, FL | JULY 2020-JAN 2022
Responsible for management of all on-site activities, coordinating utility workers, laborers, and maintaining safety standards. Review job specifications, blue prints, and data to manage underground utility and drainage projects. Select, hire and supervise subcontractors as needed. Inspect finished work, arrange alterations and repair to ensure conformance with project objectives and safety regulations. Create and adhere to site-specific health and safety plans, coordinated safety meetings and tracked field personnel compliance to health and safety plan.

FOREMAN- UNDERGROUND UTILITIES/ROAD GRADING
LOREN JOCK TRUCKING, WEST PALM BEACH, FL | MAY 2011-JULY 2020
Lead a crew of 30+ utility workers, laborers, and project managers in completing all aspects of underground utilities projects, from estimation to close-out. Provided leadership and consistently delivered all projects on schedule and within the established financial and operational constraints. Managed all conditions of multiple projects, including material procurement, financial analysis, cost estimation and management, crew assembly, and change order negotiations. Worked with a variety of documentation on all projects, including submittals, testing, training, implementation, as-built documents, change orders, purchase orders, and material and service contracts, ensuring high-quality outcomes on all job sites. Plan, schedule, adjust and maintain timelines in a fast-paced, high-pressure construction/installation environment while maximizing resources and optimizing the budget. Consistently maintain respectful, friendly, and professional communication with all crew members and customers.

HEAVY EQUIPMENT OPERATOR- DRAINAGE/UNDERGROUND UTILITIES
GRANGER CONSTRUCTION, WEST PALM BEACH, FL | JAN 2010-MAY 2011
Operate front-end loaders, bulldozers, skid loaders, dump trucks, compactors, tractor-trailers, and a variety of heavy equipment associated with the installation and finishing of underground utilities and road grading operations as required. Direct the placement of daily waste and the location of the work area, while consolidating as much space as needed. Responsible for safe and proper operation of all assigned equipment, including monitoring of machine maintenance.

HEAVY EQUIPMENT OPERATOR- DRAINAGE/UNDERGROUND UTILITIES
EDDIE HUGGINS LAND GRADING, WEST PALM BEACH, FL | JAN 2001-JAN 2010
Operated gasoline and diesel equipment such as sweepers, graders, flushers, loaders, bulldozers, and backhoes in a safe and efficient manner. Performed routine checks on vehicles and equipment prior to use. Performed routine equipment maintenance as assigned. Performed emergency repairs on vehicles and equipment, if necessary. Other tasks included: Plowing, blowing, and hauling snow from roadways; sanding and salting slippery roadways; constructing, grading, and patching roadways; wetting, sweeping, and cleaning roadways; flushing and cleaning manholes, catch basins, and storm sewer pipelines.

HEAVY EQUIPMENT OPERATOR- LAND DEVELOPMENT/SURVEY
MESSIER LAND DEVELOPING AND SURVEY, ROYAL PALM BEACH, FL | JAN 1999-JAN 2001
Responsible for setting up and operating precision equipment for accurate readings for mapping property lines and right-of-ways. Planned and conducted ground surveys designed to establish baselines, elevations. Utilized GPS equipment for locating and mapping wetlands, buildings and other civil structures. Operated ArcGIS software for a federal NPDES study to map and analyze pollution discharge. Surveyed and analyzed terrain to determine optimum equipment placement and use. Operated and maintained equipment worth $1.2M

HEAVY EQUIPMENT OPERATOR-LAND SURVEY/GOLF COURSE CONSTRUCTION
LUDLUM CONSTRUCTION, PALM CITY, FL | JAN 1994-JAN 1999
Managed all scheduling, training, staffing, and day-to-day operations for a combined team of over 30+ crew members. Supervised the construction of golf course grounds, fairways, tees and greens, irrigation, and water systems. Plan and conduct field surveys to locate new sites and analyze details of project sites.

EDUCATION, CERTIFICATIONS

Florida MOT Certification
Confined Spaces Certification
First Aid/AED/CPR Certification

Equipment List

Equipment at Book Value

List each major item of equipment owned by the Applicant that is utilized in performing the requested classes of work with its book or salvage value, make, model, and description shown The same equipment may be used to qualify no more than two affiliated applicants

ITEM NO.	SERIAL #	DESCRIPTION AND CAPACITY OF ITEMS (Do not lump items except small hand tools and items of the same type and size)	YEAR MFGD
EX-3	VCEC140EC00314516	Volvo EC140EL Tracked Excavator #3 with EC140 Bucket	2020
EX-4	CEAAV-004016	Develon Crawler Excavator #4	2023
EX-5	RMX00994	CAT 328 LCR Exavator #5	2014
ME-2	49033	Kubota KX080-4SR3 Excavator #2	2020
ME-3	DHKCEAAVSN6004016	Develon DX85R-3 Crawler Excavator #1	2023
ME-4	DHKCEADBLR6001864	Develon DX85R-7 Crawler Excavator #2	2024
ME-5	1FF085PALRJ001603	John Deere 85 P-Tier Excavator	2024
SS-1	FTL22855	Caterpillar 259D Skidsteer #1	2019
SS-2	1T0332GKHJF326779	John Deere 332G Skid Steer #2	2018
SS-3	OJX902194	CAT 289D3 Skid Steer #3	2019
L-1	CAT0928HLCXK00567	CAT 928HZ Wheel Loader	2009
L-1	JKM00669	CAT 938H Wheel Loader Open Rops QC, Bucket Forks & Tree Boom	2009
AP-1	1W90P265KJ0001070	Weiler P265 Asphalt Paver	2019
PW-01	1231006780	Dewalt Gas Pressure Washer	2023
P-102	1FT7X2A64KEE31651	Ford F-250 #2	2019
P-104	1FTEX1CP6KKD68657	Ford F-150 #4	2019
P-107	3C7WRTCL2HG508889	Ram 3500 #7	2017
P-109	3GCPABEK5PG182379	Chevy Sliverdo #8	2023
P-110	1FD0W5HT2LEC43659	Ford F550 DRW #10	2020
P-111	1GC4WLE75RF359569	Chevy Sliverdo 2500HD #11	2024
P-113	1GC4ALE70SF137185	Chevy Silverado 2500HD #13	2025
P-114	1HTKJPVK6HR062643	Chevy Silverado 4WD #14	2024
P-115	1HTKJPVK4RH062771	Chevy Silverdo MD #15	2024
P-116	1GB4KSEY6SF123263	Chevy Silverado 3500HD #16	2025
P-117	2GC4KME71S1195591	Chevy Silverado 2500 4WD #17	2025
DT-100	1NKDXBTX56J132156	Kenworth T800 Drump Truck	2006
T-1	4MNDB2020M1001719	Bebu TL	2021
T-2	7H2BE1627KD009433	RSCG TL 2260 (Red Trailer)	2019
T-3	5SPTD3533LW2K2631	Ramp PTDT Trailer	2020

17. Principal Materials Manufacturer and SUB-CONTRACTORS. The BIDDER who proposes to perform WORK per the project scope is submitting this Bid Form. The Schedule of Bid Prices shown on the preceding pages(s) has been calculated and tabulated using basic material prices. The following is a list of material manufacturers and SUB-CONTRACTORS whose materials and services said BIDDER proposes to furnish and utilize if awarded a CONTRACT for the WORK specified herein. It is understood that the following list is not complete, but includes the names of manufacturers of the principal components and SUB- CONTRACTORS supplying principal services to said project. It is also understood that if awarded a Contract, the BIDDER will furnish the materials of the manufacturers and utilize the services of the SUB-CONTRACTORS stated herein and that if for any reason whatsoever BIDDER wishes to substitute materials or SUB-CONTRACTORS BIDDER shall request permission in writing from the CITY stating fully the reason for making such a request prior to ordering same.

All manufacturers or their authorized vendors have been made aware of all the appropriate portions of the Bid Documents and agree that their materials will meet all of the requirements stated therein and deliveries will be scheduled so as not to impede the progress of the WORK.

Materials:

Item	Manufacturer
Structures	Concrete Products of the Palm Beaches
Asphalt	Weekley Asphalt

SUB-CONTRACTORS:

Name	License#	Duties	Contract Amount $	% of Contract
Road Runner		Striping	10,000.00	
Atlas Surveying		Surveying	24,000.00	
South Florida Milling		Milling	10,000.00	

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by CITY in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the CITY and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

BIDDER'S Signature

Todd Kneisel

(Print or Type Name)

August 22, 2025

Date

CITY OF LAUDERDALE LAKES
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Palm Beach

Todd Kneisel being first duly sworn, deposes and says that:

1. BIDDER Heavy Civil Inc. is President the
(Owner, Partner, Officer, Representative or Agent)

2. BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or 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 CITY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest.

BIDDER'S Signature

Todd Kneisel
(Print or Type Name)

Sworn to (or affirmed) and subscribed before me via ☐ physical presence OR ☐ online notarizations this 22ND day of Aug, 2025.

By Todd Kneisel

Personally known ✓ OR produced identification_____

Type of identification produced:_____.

TIFFANY JO KESTER
Notary Public - State of Florida
Commission # HH 315854
My Comm. Expires Nov 29, 2026
Bonded through National Notary Assn.

Signature of Notary Public, State of Florida

Tiffany Kester
Notary seal (stamped in black ink) OR
Printed, typed or stamped name of Notary and Commission Number

CITY OF LAUDERDALE LAKES
TRENCH SAFETY ACT COMPLIANCE

BIDDER acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The BIDDER by signing and submitting the Bid is, in writing, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards. The BIDDER further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance.

Method of Compliance	Cost
Trench Box	1,000.00
Total:	1,000.00

BIDDER acknowledges that this cost is included in the applicable items of the Bid Form and in the Grand Total Bid Price. Failure to complete the above and sign below may result in the bid being declared non-responsive.

The BIDDER is, and the CITY are not, responsible to review or assess CITY's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". BIDDER is, and the CITY are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act".

BIDDER'S Signature

Todd Kneisel

(Print or Type Name)

August 22, 2025

Date

CITY OF LAUDERDALE LAKES WARRANTIES

In consideration of, and to induce the Award of **THE CITY OF LAUDERDALE LAKES, FLORIDA,** Construction Contract described in these Bid Documents, the CONTRACTOR represents and warrants to the City of Lauderdale Lakes, Florida:

1. The CONTRACTOR is financially solvent and sufficiently experienced and competent to perform all of the work required of the CONTRACTOR in the Construction Contract; and

2. That the facts stated in the CONTRACTOR's Bid and information given the CONTRACTOR pursuant to the request or proposal for Bids, instructions to CONTRACTORS and Specifications are true and correct in all respects; and

3. That the CONTRACTOR has read and complied with all of the requirements set forth in the request for Bids, instructions to CONTRACTORS and Specifications; and

4. That the CONTRACTOR warrants all materials supplied by it under the terms of the Construction Contract are delivered to the City of Lauderdale Lakes, Florida, free from any security interest, and other lien, and that the CONTRACTOR is a lawful owner having the right to sell the same and will defend the conveyance to the City of Lauderdale Lakes, Florida, against all persons claiming the whole or any part thereof; and

5. That the materials supplied to the City of Lauderdale Lakes, Florida, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and

6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and

7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the CONTRACTOR as per the attached Warranty.

8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the CITY shall give the CONTRACTOR notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the CONTRACTOR shall be allowed a reasonable time after receipt of such notice to correct the defect and the CITY agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the CONTRACTOR will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and

9. That this Warranty is included in exposures for which the CONTRACTOR has products liability and completed operations insurance, in minimum amounts of Two Million ($2,000,000.00) Dollars for property damage and Two Million ($2,000,000.00) Dollars for personal injury as shown on the Certificates of such Insurance attached hereto, and the CONTRACTOR agrees to keep such insurance coverage during the period of this Warranty; and

10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the CITY in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the CONTRACTOR, and in accordance with the CONTRACTOR's recommendations, a

copy of which has either been supplied to the City of Lauderdale Lakes should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, the City of Lauderdale Lakes, Florida, agrees to present such records to the CONTRACTOR upon request in the event of a claim hereunder by the CITY;

11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and

12. That it is agreed and understood by the CONTRACTOR that the City of Lauderdale Lakes, Florida, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this 22ND day of August, 2025

(SEAL)

CONTRACTOR: Heavy Civil Inc.

BIDDER'S Signature

Todd Kneisel

(Print or Type Name)

August 22, 2025

Date

ATTEST:

Secretary

CITY OF LAUDERDALE LAKES
E-VERIFY AFFIRMATION STATEMENT

ITB/Bid/Contract No: ITB 25-6310-14B

Project Description: NW 36th Terrace Improvements

Per Florida State Statutes, Chapter 448.095(2), effective January 1, 2021, no public contract can be entered into without an E-Verify certificate. This applies to both prime Contractors and Subcontractors. It is the responsibility of the prime Contractor to verify compliance with Subcontractors.

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

a) All persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

b) All persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify system during the term of the Contract is a condition of the Contract.

Contractor/Proposer/Bidder Company Name

Authorized Company Signature

August 22, 2025
Date

Todd Kneisel
Authorized Company Printed Name

Title President

Company ID Number: 1375936

Approved by:

Employer Heavy Civil Inc.	
Name (Please Type or Print) Tiffany J Kester	Title
Signature Electronically Signed	Date 02/04/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/06/2019

Company ID Number: 1375936

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Heavy Civil Inc.
Company Facility Address	150 E. Sample Road Ste 310 Pompano Beach, FL 33064
Company Alternate Address	
County or Parish	BROWARD
Employer Identification Number	465439171
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

Company ID Number: 1375936

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

Company ID Number: 1375936

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Tiffany J Kester
Phone Number	(954) 597 - 6443
Fax Number	
Email Address	tiffany@heavycivilinc.com

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CITY OF LAUDERDALE LAKES
DEBARMENT CERTIFICATION FORM

A. The prospective Vendor certifies that it and its principals (subcontractors and suppliers):

1.Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town of other local agency) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

4. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.

B. Where the prospective Vendor is unable to certify to any of the statements in this certification, an authorized signatory to this proposal shall complete, sign and attach a detailed explanation.

Contractor/Proposer/Bidder Company Name

Authorized Company Signature

August 22, 2025
Date

Todd Kneisel
Authorized Company Printed Name

Title President

CITY OF LAUDERDALE LAKES
PUBLIC ENTITY CRIMES, FS287.133

1. This sworn statement is submitted to the CITY OF LAUDERDALE LAKES, FLORIDA

By: Todd Kneisel - President (print individual's name and title)

For: Heavy Civil Inc. (print name of entity submitting sworn statement)

whose business address is: 8230 210th St S, Suite 215, Boca Raton, FL 33433 and (if applicable) its Federal Employer Identification Number (FEIN) is: 46-5439171
(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 misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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 non contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. 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 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 person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 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 or of the United States with 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, and 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 relations to the entity submitting this sworn statement. (Indicate which statement applies below).

□ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives,

partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

□ The entity submitting this sworn statement, or one 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 vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE FINANCIAL SERVICES DEPARTMENT 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.

BIDDER'S Signature (Print or Type Name)

Sworn to (or affirmed) and subscribed before me via ☑ physical presence OR □ online notarizations this 22ND day of July, 2025.

By Todd Kneisel

Personally known ✓ OR produced identification _____

Type of identification produced:

TIFFANY JO KESTER
Notary Public - State of Florida
Commission # HH 315854
My Comm. Expires Nov 29, 2026
Bonded through National Notary Assn.

Signature of Notary Public, State of Florida

Tiffany Kester

Notary seal (stamped in black ink) OR Printed, typed or stamped name of Notary and Commission Number

BID BOND

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

KNOW ALL MY BY THESE PRESENTS that Heavy Civil Inc. as Principal, hereinafter called BIDDER and Frankenmuth Insurance Company as Surety, are held and firmly bound unto the CITY Lauderdale Lakes, Florida, hereinafter called the CITY in the penal sum of:

Five Percent of Amount Bid Dollars $5% of amount bid

lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the BIDDER has submitted the accompanying Bid, dated August 22, 2025, for:

PROJECT NAME: NW 36th Terrace Improvements

BID NO: 25-6310-14B

NOW, THEREFORE,

1 It is a condition precedent to the submission of said Bid that a certified check, cashiers check or bid bond in the amount of five percent (5%) of the base Bid be submitted with said Bid as a guarantee that BIDDER will, if awarded the contract, enter into a written contract with CITY.

2. If the BIDDER shall not withdraw said bond within ninety (90) days after date of the same, and shall within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY in accordance with the Bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligation shall be void and of no effect, otherwise the sum herein stated shall be due and payable to CITY and the Surety herein agrees to pay said sum immediately upon demand of the CITY in good and lawful money of the United States of America as liquidated damages for failure thereof of said BIDDER.

IN WITNESS WHEREOF, the above-bounded parties executed this instrument under their several seals, this 19th day of August 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required. If Corporation, Secretary Only will attest and affix seal.)

WITNESSES:

BIDDER

Tiffany Kester-Office Manager

(AFFIX SEAL)

Heavy Civil Inc:

President

By (Signature & Title)

Todd Kneisel-President

Typed Name & Title signed above

ATTEST:

As per attached power of attorney

Secretary

Frankenmuth Insurance Company

CORPORATE SURETY (Affix Seal)

By (Signature & Title)

Warren M. Alter, Attorney-in-Fact

Typed Name & Title signed above

ATTEST:

Attorney in Fact (Affix Seal) Warren M. Alter

Business Phone: 989-652-6121

As per attached power of attorney

Secretary

One Mutual Avenue

Business Address

Frankenmuth, MI 48787

CITY State

Alter Surety Group, Inc.

Name of Local Insurance Agency

(AFFIX SEAL)

Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's bid and the total amount of the bid of the next lowest, responsible and responsive bidder as determined by Owner for the Work required by the Contract Documents, provided that:

1.1. If there is no such next lowest, responsible and responsive bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract 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 Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
3.2. All bids are rejected by Owner, or
3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and 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. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 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.

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

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. 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.

10. 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 provision of this Bond conflicts with any applicable provision of 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.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

CERTIFICATE AND AFFIDAVIT FOR BONDS

TO: CITY OF LAUDERDALE LAKES CITY COMMISSIONERS

RE: Bid Number: 25-6310-14B

BIDDER: Heavy Civil Inc.

Name:

Address: 8230 210th Street S, Suite 215

CITY/ State: Boca Raton, FL ZIP: 33433

Phone: 954-597-6443

Bond Amount: Five Percent (5%) of Amount Bid

SURETY BOND COMPANY:

Name: Frankenmuth Insurance Company

Address: One Mutual Avenue

CITY/ State: Frankenmuth, MI ZIP: 48787

Phone: 989-652-6121

This is to certify that in accordance with Section 287.0935, Florida Statutes the insurer named above:

1. Holds a certificate of authority authorizing it to write surety bonds in the state of Florida;
2. Has twice the minimum surplus and capital required by the Florida Insurance Code; and
3. Holds a current valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C.ss.9304-9308.

8/19/2025
Date

Warren M. Alter
Agent and Attorney-in-Fact

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

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

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"**RESOLVED**, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15 day of May, 2025.

(Seal)

Frankenmuth Insurance Company

By _____
Andrew H. Knudsen
President and Chief Operating Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Andrew H. Knudsen, to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15 day of May, 2025.

_____ (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028

SUSAN L FRESORGER
Notary Public - State of Michigan
County of Saginaw
My Commission Expires Apr 3, 2028
Acting in the County of Saginaw

I, the undersigned, Chief Executive Officer of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 19th day of August, 2025.

_____
Frederick A. Edmond, Jr.
Chief Executive Officer

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

HEAVCIV-01 CBOYER3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/18/2025

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

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

PRODUCER
Hub International Midwest East
5600 New King Dr, Suite 210
Troy, MI 48098

CONTACT NAME: Cassie Boyer
PHONE (A/C, No, Ext): (248) 602-4286 FAX (A/C, No): (248) 528-2414
E-MAIL ADDRESS: cassie.boyer@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Company	24856
INSURER B : Starstone Specialty Insurance Company	44776
INSURER C : Navigators Specialty Insurance Company	36056
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Heavy Civil, Inc.
8230 210th Street S
Suite 215
Boca Raton, FL 33433

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			CA000053642-02	6/27/2025	6/27/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			75406Y251ALI	6/27/2025	6/27/2026	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Equipment Floater			CH25ILMZ0KW4J01	3/26/2025	3/26/2026	Leased/Rented Equip	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job Name: NW 36th Terrace Improvements

Job Number: 25-6310-14B

Job Address: NW 36th Terrace

CERTIFICATE HOLDER

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Justin Daley

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CERTIFICATE OF LIABILITY INSURANCE

Acct#: 3058928

DATE (MM/DD/YYYY): 08/15/2025

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

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

PRODUCER	CONTACT NAME:	
AON RISK SERVICES SOUTH, INC 3550 LENOX ROAD NORTHEAST, SUITE 1700 ATLANTA, GA 30326	PHONE (A/C, No, Ext): 844-398-0470	FAX (A/C, No):
	E-MAIL ADDRESS: certs@peoplease.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Indemnity Insurance Company of North America	43575
INSURED Heavy Civil Inc 8230 210th St S Suite 215 Boca Raton, FL 33433	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			C72818763	12/31/2024	01/01/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Job Name: NW 36th Terrace ImprovementsJob Number: 25-6310-14BJob Address: NW 36th TerraceValid in Florida

CERTIFICATE HOLDER

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes FL 33319

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/18/2025

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PRODUCER State Farm Ricardo Arbesu 18339 NE 19th Ave N Miami Beach FL 33179	CONTACT NAME: Ricardo Arbesu PHONE (A/C, No, Ext): 305-682-1611 FAX (A/C, No): E-MAIL ADDRESS: ricardo.arbesu.lr8k@statefarm.com
INSURED HEAVY CIVIL INC 8230 210TH ST S STE 215 BOCA RATON FL 334331605	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Mutual Automobile Insurance Company — 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [blank]	$ $ $ $ $ $ $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	L35 3891-C22-59G J44 0209-B08-59C	03/22/2025 08/08/2025	09/22/2025 02/08/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [blank]	$ $ 1,000,000 $ 1,000,000 $ 1,000,000 $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE [blank]	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

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

Job Name. NW 36th Terrace Improvements

Job Number: 25-6310-14B

Job Address: NW 36th Terrace

CERTIFICATE HOLDER

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes FL 33319

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/18/2025

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PRODUCER	**CONTACT NAME:** Ricardo Arbesu
StateFarm Ricardo Arbesu 18339 NE 19th Ave N Miami Beach FL 33179	**PHONE (A/C, No, Ext):** 305-682-1611 **FAX (A/C, No):** **E-MAIL ADDRESS:** ricardo.arbesu.lr8k@statefarm.com
INSURED HEAVY CIVIL INC 8230 210TH ST S STE 215 BOCA RATON FL 334331605	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** State Farm Mutual Automobile Insurance Company — 25178 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	P76 9726-F18-59 K63 9310-D08-59 R20 4908-E14-59	06/18/2025 04/08/2025 05/14/2025	12/18/2025 10/08/2025 11/14/2025	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$ 500,000
							BODILY INJURY (Per accident)	$ 500,000
							PROPERTY DAMAGE (Per accident)	$ 500,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Job Name: NW 36th Terrace Improvements

Job Number: 25-6310-14B

Job Address: NW 36th Terrace

CERTIFICATE HOLDER

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes FL 33319

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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PRODUCER

StateFarm

Ricardo Arbesu
18339 NE 19th Ave
N Miami Beach FL 33179

CONTACT NAME: Ricardo Arbesu
PHONE (A/C, No, Ext): 305-682-1611 **FAX (A/C, No):**
E-MAIL ADDRESS: ricardo.arbesu.lr8k@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B : State Farm Fire and Casualty Company	25143
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

HEAVY CIVIL INC
8230 210TH ST S STE 215
BOCA RATON FL 334331605

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY	N	N	K53 8278-A20-59A	07/20/2025	01/20/2026	COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$ 500,000
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			G83 4638-D11-59C	04/11/2025	10/11/2025	BODILY INJURY (Per accident)	$ 500,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			G65 6499-E08-59C	05/08/2025	11/08/2025	PROPERTY DAMAGE (Per accident)	$ 500,000
				P76 9724-F18-59B	06/18/2025	12/18/2025		$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Job Name: NW 36th Terrace Improvements

Job Number: 25-6310-14B

Job Address: NW 36th Terrace

CERTIFICATE HOLDER

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes FL 33319

CANCELLATION

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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	☐ OTHER:						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY	N	N	J97 4212-D02-59A	04/02/2025	10/02/2025	COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$ 500,000
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			L90 3047-E29-59	05/29/2025	11/29/2025	BODILY INJURY (Per accident)	$ 500,000
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			K51 6092-F30-59B	06/30/2025	12/30/2025	PROPERTY DAMAGE (Per accident)	$ 500,000
				R33 3369-A10-59	07/10/2025	01/10/2026		$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐						E.L. EACH ACCIDENT	$
	(Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Job Name: NW 36th Terrace Improvements

Job Number: 25-6310-14B

Job Address: NW 36th Terrace

CERTIFICATE HOLDER

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes FL 33319

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

STEIER, THOMAS R SR

HEAVY CIVIL INC.
8230 210TH STREET
SUITE 215
BOCA RATON FL 33433

LICENSE NUMBER: CGC1528801

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/17/2024

Do not alter this document in any form.

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

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
8230 210TH ST S STE 215
BOCA RATON, FL 33433

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	STEIER THOMAS R Sr	CGC1528801	B25.2831 09/30/2024	$27.50	B40183884

This document is valid only when receipted by the Tax Collector's Office.

4
7 - 1021

HEAVY CIVIL INC
HEAVY CIVIL INC
8230 210TH ST S STE 2
BOCA RATON FL 33433-1609

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2023156815
EXPIRES: 09/30/2025

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

License Number: BTR-007438

License Details

License Type:
Contractor Registration (Business Location Outside City of Boca Raton)

District:
Boca Raton

Applied Date:
06/25/2024

Account Number:

Issued By:
Administrator, System

Period Start Date:
06/26/2024

Status:
Active

Expiration Date:
11/30/2024

Description:
General Contractor

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

March 12,2025

HEAVY CIVIL INC
8230 210TH ST S
BOCA RATON, FLORIDA 33433

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, SIDEWALK, Concrete Barrier Wall, Underground Utilities (Water & Sewer).

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Palm Beach County
Office of Equal Business Opportunity

Certifies That

Heavy Civil Inc.

Vendor # **VS0000015307**

is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2.80.30 of the Palm Beach County Code for a three year period from

November 08, 2024 to November 07, 2027

The following services and/or products are covered under this certification:

Concrete; Construction, Sidewalk and Driveway, Including Pedestrian and Handicap Ramps; Construction, Street, Major and Residential, Including Reconstruction; Paving and Resurfacing, Streets, Major and Residential

Allen Gray, Manager
11/08/2024

PALM BEACH COUNTY • FLORIDA

Palm Beach County Board of County Commissioners

Maria Sachs, Mayor
Maria G. Marino, Vice Mayor
Gregg K. Weiss
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator
Verdenia C. Baker

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

December 21, 2022

REGISTERED VENDOR NO.: 1000000654

Mr. Todd Kneisel, President
Heavy Civil, Inc.
150 E Sample Rd, Suite 310
Pompano Beach, FL 33064

CERTIFICATION EFFECTIVE DATE:
December 20, 2022

CERTIFICATION EXPIRATION DATE:
December 20, 2025

Dear Mr. Kneisel:

Congratulations, the South Florida Water Management District (District) has certified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Asphalt Paving, Concrete Sidewalks, Curbs & Gutters; Storm and Sanitary Sewers, Water Mains, Grading and Earth Excavation

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Jennifer Dollar
SBE Program Specialist
Procurement Bureau

JD

CITY OF LAUDERDALE LAKES
DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State 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 (Florida Statutes Section 287.087). 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, and 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 employees 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.

7. Your firms Drug-Free Workplace Policy must be attached to this executed form and submitted with the Bid Documents.

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

BIDDER'S Signature

Todd Kneisel

(Print or Type Name)

August 22, 2025

Date

SCRUTINIZED COMPANIES LIST CERTIFICATION

This certification form should be completed and submitted with your proposal but must be completed and submitted prior to award.

The vendor, by virtue of the signature below, certifies that:

a. The vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

b. The vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

c. If awarded the contract, the vendor, owners, or principals will immediately notify the Municipality in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____
(Authorized Signature)

Todd Kneisel-President
(Print Name and Title)

Heavy Civil Inc.
(Name of Firm)

NOTARY PUBLIC

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 22ND day of August, 2025 by _____.

TIFFANY JO KESTER
Notary Public - State of Florida
Commission # HH 315854
My Comm. Expires Nov 29, 2026
Bonded through National Notary Assn.

Signature: _____
Print Name: Tiffany Kester

(NOTARY SEAL)

My commission expires: November 29, 2026
☑ Personally Known or ☐ Produced Identification
Type of Identification Produced: _____

BROWARD COUNTY FLORIDA
OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

APPLICATION FOR EVALUATION OF GOOD FAITH EFFORTS SURTAX PROJECTS AND SERVICES (MUNICIPALITY)

Municipality (City/Town/Village): City of Lauderdale Lakes

Solicitation No.: 25-6310-14B

Project Name: NW 36th Terrace + NW 29th Court

Bidder/Offeror Name: Heavy Civil Inc.

Address: 8230 210th St S, Suite 215, Boca Raton, FL 33433

Phone: 954-597-6443

Email: tiffany@heavycivilinc.com

The undersigned representative of the Bidder/Offeror attests that he/she has authority to bind the Bidder/Offeror and certifies that the Bidder/Offeror has made Good Faith Efforts, as defined in Section 1-81.5 of the Broward County Business Opportunity Act of 2012, as amended (the "Business Opportunity Act"), to meet the County Business Enterprise (CBE) goal established for this solicitation by contacting CBE-certified firms to serve as subcontractors for the Project. However, the Bidder/Offeror has been unable to recruit enough CBE-certified firms to meet the CBE participation goal. Consistent with the requirements of the Business Opportunity Act, the Bidder/Offeror hereby **submits documentation (attached to this form)** of its recruitment efforts, for evaluation by Broward County's Office of Economic and Small Business Development (OESBD), to determine whether the Bidder/Offeror's efforts are sufficient to be deemed Good Faith Efforts, in lieu of goal attainment, under the Business Opportunity Act.

The Bidder/Offeror understands that a determination of Good Faith Efforts to meet the CBE participation goal is contingent upon the information provided by the Bidder/Offeror with this application and the other factors listed in Section 1-81.5(d) of the Business Opportunity Act, as applicable with respect to this solicitation. *See* § 1-81.5(d), County Code of Ordinances. The Bidder/Offeror acknowledges that the determination of Good Faith Efforts is made by the OESBD Director and is not subject to appeal.

Bidder/Offeror Authorized Representative

Signature: _____

Name / Title: Todd Kneisel - President

Date: August 22, 2025

Outlook

Re: Greenbrier Bid

From Tiffany Kester <tiffany@heavycivilinc.com>
Date Tue 8/19/2025 10:34 AM
To landscapingtok@gmail.com <landscapingtok@gmail.com>

4 attachments (4 MB)
ADDENDUM 1 (16).PDF; ADDENDUM 2 (5).PDF; Addendum 2, Q&A 10 (1).PDF; Bid Items.pdf;

Please see attached plans. Please provide a proposal by Aug. 21st.

Construction Plans (2).PDF

Thank you

HEAVY CIVIL

Tiffany Kester
Office Manager
8230 210th St S
Suite 215
Boca Raton, FL 33433
Office:954-597-6443
Cell:786-972-4874

From: Tiffany Kester <tiffany@heavycivilinc.com>
Sent: Wednesday, July 31, 2024 12:21 PM
To: landscapingtok@gmail.com <landscapingtok@gmail.com>
Subject: Re: Greenbrier Bid

Please see attached plans. Please provide a proposal ASAP. This goes in at 2 PM so I need it beforehand.

HEAVY CIVIL

Tiffany Kester
Office Manager
8230 210th St S
Suite 215
Boca Raton, FL 33433
Office:954-597-6443
Cell:786-972-4874

From: Tiffany Kester <tiffany@heavycivilinc.com>
Sent: Wednesday, July 24, 2024 6:58 AM
To: landscapingtok@gmail.com <landscapingtok@gmail.com>
Subject: Greenbrier Bid

Please see attached plans. Please provide our company with a proposal by noon.

HEAVY CIVIL

Tiffany Kester
Office Manager
8230 210th St S
Suite 215
Boca Raton, FL 33433
Cell:786-972-4874

Outlook

Re: NW 36th Terrace

From Tiffany Kester <tiffany@heavycivilinc.com>
Date Tue 8/19/2025 10:12 AM
To marketing@longitudefl.com <marketing@longitudefl.com>

Please provide the proposal ASAP.

Thank you

Tiffany Kester
Office Manager
8230 210th St S
Suite 215
Boca Raton, FL 33433
Office:954-597-6443
Cell:786-972-4874

From: Tiffany Kester <tiffany@heavycivilinc.com>
Sent: Friday, August 15, 2025 2:48 PM
To: marketing@longitudefl.com <marketing@longitudefl.com>
Subject: NW 36th Terrace

Please see attached plans. Please provide a proposal by Aug. 21st.

Construction Plans (2).PDF

Thank you

Tiffany Kester
Office Manager
8230 210th St S
Suite 215
Boca Raton, FL 33433
Office:954-597-6443
Cell:786-972-4874

Outlook

Re: NW 36th Terrace

From Tiffany Kester <tiffany@heavycivilinc.com>
Date Tue 8/19/2025 10:12 AM
To fabian@flgservices.com <fabian@flgservices.com>

Please provide the proposal ASAP.

Thank you

Tiffany Kester
Office Manager
8230 210th St S
Suite 215
Boca Raton, FL 33433
Office:954-597-6443
Cell:786-972-4874

From: Tiffany Kester <tiffany@heavycivilinc.com>
Sent: Friday, August 15, 2025 2:49 PM
To: fabian@flgservices.com <fabian@flgservices.com>
Subject: NW 36th Terrace

Please see attached plans. Please provide a proposal by Aug. 21st.

Construction Plans (2).PDF

Thank you

Tiffany Kester
Office Manager
8230 210th St S
Suite 215
Boca Raton, FL 33433
Office:954-597-6443
Cell:786-972-4874

Outlook

Re: NW 36th Terrace

From Tiffany Kester <tiffany@heavycivilinc.com>
Date Tue 8/19/2025 10:11 AM
To john@a1paversandconcrete.com <john@a1paversandconcrete.com>

Please provide the proposal ASAP.

Thank you

Tiffany Kester
Office Manager
8230 210th St S
Suite 215
Boca Raton, FL 33433
Office:954-597-6443
Cell:786-972-4874

From: Tiffany Kester <tiffany@heavycivilinc.com>
Sent: Friday, August 15, 2025 2:50 PM
To: john@a1paversandconcrete.com <john@a1paversandconcrete.com>
Subject: NW 36th Terrace

Please see attached plans. Please provide a proposal by Aug. 21st.

Construction Plans (2).PDF

Thank you

Tiffany Kester
Office Manager
8230 210th St S
Suite 215
Boca Raton, FL 33433
Office:954-597-6443
Cell:786-972-4874

Outlook

Re: NW 36th Terrace

From Tiffany Kester <tiffany@heavycivilinc.com>
Date Tue 8/19/2025 10:10 AM
To brw@cbeconst.com <brw@cbeconst.com>

Please provide the proposal ASAP.

Thank you

Tiffany Kester
Office Manager
8230 210th St S
Suite 215
Boca Raton, FL 33433
Office:954-597-6443
Cell:786-972-4874

From: Tiffany Kester <tiffany@heavycivilinc.com>
Sent: Friday, August 15, 2025 2:51 PM
To: brw@cbeconst.com <brw@cbeconst.com>
Subject: NW 36th Terrace

Please see attached plans. Please provide a proposal by Aug. 21st.

Construction Plans (2).PDF

Thank you

Tiffany Kester
Office Manager
8230 210th St S
Suite 215
Boca Raton, FL 33433
Office:954-597-6443
Cell:786-972-4874

Outlook

Re: NW 36th Terrace

From Tiffany Kester <tiffany@heavycivilinc.com>
Date Tue 8/19/2025 10:10 AM
To OLIVIA@TREJOASSOCIATES.COM <OLIVIA@TREJOASSOCIATES.COM>

Please provide the proposal ASAP.

Thank you

Tiffany Kester
Office Manager
8230 210th St S
Suite 215
Boca Raton, FL 33433
Office:954-597-6443
Cell:786-972-4874

From: Tiffany Kester <tiffany@heavycivilinc.com>
Sent: Friday, August 15, 2025 2:50 PM
To: OLIVIA@TREJOASSOCIATES.COM <OLIVIA@TREJOASSOCIATES.COM>
Subject: NW 36th Terrace

Please see attached plans. Please provide a proposal by Aug. 21st.

Construction Plans (2).PDF

Thank you

Tiffany Kester
Office Manager
8230 210th St S
Suite 215
Boca Raton, FL 33433
Office:954-597-6443
Cell:786-972-4874

Outlook

Auto-reply: Ownership Disclosure Form Confirmation

From Microsoft Power Apps and Power Automate <microsoft@powerapps.com>
Date Fri 8/15/2025 1:57 PM
To Tiffany Kester <tiffany@heavycivilinc.com>

* Please do not reply to this email. This mailbox is not monitored. *

Thank you for submitting the Broward County Ownership Disclosure Form. Please save this email for your records.

Name of Entity ("Entity") - *Heavy Civil Inc.*
Solicitation Title - *NW 36th Terrace Improvements*
Solicitation Number - *25-6310-14B*

Frequently Asked Questions:
1. How can I make corrections to the form? It is not possible to make revisions to the form once submitted. Please submit a new form.
2. Can I save the form for future solicitations? At this time the system does not allow to save the information for future solicitations, but Broward County is working in some future enhancements
3. Do I have to send this confirmation email with the bid package? No, that is not necessary.
For questions about the solicitation process, please visit the Purchasing website at:
https://www.broward.org/Purchasing

If you want to unsubscribe from these emails, please use this form.

EXHBIT B

4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA, 33319-5599
TEL 954.535.2700 / FAX 954.535.1892
www.lauderdalelakes.org

CONSTRUCTION CONTRACT
25-6310-14B NW 36TH TERRACE & 29TH COURT

THIS AGREEMENT is made and entered into as of this ___day of _____, 2025, between the CITY OF LAUDERDALE LAKES FLORIDA, a Florida municipal corporation, (CITY), and Heavy Civil, INC. (CONTRACTOR) whose FEIN Number is 46-5439171, (Parties).

WHEREAS, the CITY desires to retain a CONTRACTOR for the Project as expressed in its Invitation to Bid No. ITB 25-6310-14B for NW 36th Terrace & 29th Court which closed on August 22, 2025; and

WHEREAS, the CONTRACTOR has expressed its willingness and capability to perform the necessary work to accomplish the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

Wherever used in this Agreement or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

1.1 **Agreement -** The written agreement between CITY and CONTRACTOR covering the Work to be performed including other Contract Documents that are attached to or incorporated in the Agreement. Also referred to as "Contract".

1.2 **Change Order -** A document which is signed by the CITY and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Term or Compensation, issued on or after the Effective Date of the Agreement.

1.3 **CITY -** The City of Lauderdale Lakes or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

1.4 **Contractor** – The individual, partnership, corporation, joint-venture, or other legal entity with whom the CITY has entered into the Agreement.

1.5 **Contract Documents** - The Contract Documents shall consist of the Drawings, Plans and Specifications, Notice to Proceed, Certificate(s) of Insurance, Payment and Performance Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, change orders and work directive changes issued on or after the effective date of the Agreement.

1.6 **Drawings -** The drawings which show the character and scope of the Work to be performed and which are referred to in the Contract Documents.

1.7 Engineer - The CITY'S Engineer of the City of Lauderdale Lakes, Florida, or the authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

1.8 Notice to Proceed - A written notice given by CITY to CONTRACTOR fixing the date on which the Work shall commence and the CONTRACTOR begins to perform its obligations under the Contract Documents.

1.9 Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship regarding the project.

1.10 Worksite – Location(s) inclusive of each site described in the plans and/or specifications.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 Enumeration of Contract Documents:

The Contract Documents comprise the entire agreement between CITY and CONTRACTOR and consist of the following:

(1) This Agreement.
(2) Construction performance bond.
(3) Construction payment bond.
(4) Insurance certificate(s) per ITB requirements.
(5) Notice of Award and Notice to Proceed.
(6) Request for Proposal and the Specifications prepared by the CITY (Exhibit 1)
(7) CONTRACTOR's Response to the CITY's Invitation to Bid No. ITB 25-6310-14B NW 36th Terrace & 29th Court dated August 22, 2025 (Exhibit 2).
(8) Schedule of Prices.
(9) Standard General Conditions of the Construction contract for the City of Lauderdale Lakes Florida (Exhibit 3).

Any amendments executed by the CITY and the CONTRACTOR shall become part of this Agreement. Documents not included in this Article do not, and shall not, form any part of this Agreement. In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

a. Specific direction from the City Commission (or designee).
b. This Agreement dated _____, 2025.
c. Exhibit 1. Invitation to Bid ITB 25-6310-14B
d. Exhibit 2. Bid submitted August 22, 2025
e. Exhibit 3. Standard General Conditions of the Construction Contract.

2.2 Conflict, Error or Discrepancy:

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to the CITY, in writing at once and, before proceeding with the Work affected, shall obtain a written interpretation or clarification from CITY.

2.3 Representation of CONTRACTOR:

Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the Work site and is familiar with the local conditions under which the Work is to be performed.

ARTICLE 3 - SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials and equipment and perform all the necessary work in the manner and form provided in the contract documents.

ARTICLE 4 - TERM

The Work to be performed under this Agreement shall commence upon the date specified in the Notice to Proceed and, subject to authorized adjustments, shall be completed no later than one (1) year after the execution of this Agreement. CONTRACTOR agrees that all Work under this Agreement shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed term. Failure to achieve timely, substantial and/or final completion shall be regarded as a material breach of this Agreement, and shall be subject to the appropriate remedies including but not limited to liability for liquidated damages in accordance with Article 10.

ARTICLE 5 - COMPENSATION

CITY shall pay CONTRACTOR for the performance of all work, in accordance with Article 13, subject to additions and deductions by Change Order as provided in this Agreement, up to Eight Hundred and Ninety-Three Thousand, Seven Hundred and Eighteen Dollars and Fifty Cents ($893,718.50). Compensation for future performance and work must be approved by City Commission.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Liability for Contracted Work:

As an inducement for CITY to enter into this Agreement, CONTRACTOR has represented an expertise in professional construction of public construction projects by qualified and licensed general construction contractors. In reliance upon those representations, CITY hired CONTRACTOR to construct the Project. CONTRACTOR shall be liable for any defective or negligent work, whether patent or latent, and/ or any negligence, strict liability or breach of other legal duty.

6.2 Shop Drawings and Samples:

6.2.1 CONTRACTOR shall submit to CITY for review and approval five (5) copies of all Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles seven (7) calendar days before the scheduled commencement of the construction work. The purpose of the Shop Drawing is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of compliance with the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CITY to review the information as required.

6.2.2 CONTRACTOR shall also submit to CITY, for review and approval, all samples required by the Contract Documents which shall clearly identify material, supplier, pertinent data such as catalog numbers and the intended use.

6.2.3 Before submission of each Shop Drawing or sample, CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.2.4 At the time of each submission, CONTRACTOR shall give CITY specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall specifically note each variation on each Shop Drawing submitted for review and approval. Failure by the CITY to notice or identify CONTRACTOR's failure to make the notation shall not relieve CONTRACTOR from the responsibility to comply with the Contract Documents.

6.2.5 Approval of the Shop Drawings by CITY shall be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such drawings nor for the proper fittings and construction of the Work, nor for the furnishing of material or work required by the Agreement and not indicated on the drawings. No work called for by any Shop Drawing shall be done until the drawings have been approved by CITY.

6.3 Supervision:

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention and applying CONTRACTOR's best skill, attention and expertise. CONTRACTOR shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall ensure that the finished Work complies accurately with the Contract Documents.

6.4 On Site Management:

CONTRACTOR shall keep on the Work site at all times during its progress a competent on-site manager and any necessary personnel who shall not be replaced without written notice to CITY unless the personnel proves to be unsatisfactory to CONTRACTOR or to the CITY. The on-site Manager shall be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the on-site Manager shall be as binding as if given to CONTRACTOR.

6.5 Labor:

6.5.1 Construction services shall be performed by qualified construction contractors licensed to do business in the State of Florida. Suppliers shall be selected and paid by the CONTRACTOR; the CITY reserves the right to approve all suppliers and materials.

6.5.2 CONTRACTOR shall provide and pay for competent, suitably qualified personnel to perform the work as required by the Contract Documents. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. CONTRACTOR shall at all times maintain good discipline and order at the Work site. Except in connection with the safety or protection of persons, the Work, or property adjacent to the site, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during the hours of 7:30 a.m. and 6:00 p.m. CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday or any legal holiday without CITY's written consent.

6.6 Materials:

6.6.1 Unless otherwise specified in this Agreement, CONTRACTOR shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the Work.

6.6.2 CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Contract Documents and that the work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents.

6.7 Subcontractors, Suppliers and Others:

6.7.1 Prior to the execution of this Agreement and in any event prior to the commencement of any work, CONTRACTOR shall furnish, in writing to the CITY, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. CITY shall advise CONTRACTOR, in writing, of any proposed person or entity to which CITY has an objection. CONTRACTOR shall not contract with a proposed person or entity to whom CITY has made an objection. If CITY objects to a person or entity proposed by CONTRACTOR, CONTRACTOR shall propose another to whom CITY has no objection. CONTRACTOR shall not change a subcontractor, person or entity previously selected if CITY makes objection to the change.

6.7.2 CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the CONTRACTOR, its employees, subcontractors, suppliers, other persons directly or indirectly employed by its subcontractors or suppliers, persons for whose acts any of them may be liable and any other persons or organizations performing or furnishing supplies under a direct or indirect Contract with CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between CITY and any such

Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of CITY to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

6.7.3 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to all applicable terms and conditions of the Contract Documents for the benefit of CITY.

6.8 Patent Fees and Royalties:

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use of the license in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

6.9 Permits:

CONTRACTOR shall obtain and pay for all permits and licenses and all related costs for inspection and administration. There will be no cost for permits issued by the CITY.

6.10 Compliance with Laws and Regulations:

CONTRACTOR shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. CITY shall not be responsible for monitoring CONTRACTOR's compliance with any laws and regulations. CONTRACTOR shall promptly notify CITY if the Contract Documents as observed by CONTRACTOR are at variance with applicable laws and regulations.

6.11 Risk of Loss; Ownership:

The risk of loss, injury or destruction shall be on CONTRACTOR until acceptance of the Work by CITY. Title to the Work shall pass to CITY upon acceptance of the Work by CITY.

6.12 Taxes:

CONTRACTOR shall pay all sales, consumer, use and other similar taxes. CONTRACTOR is responsible for reviewing the pertinent state laws and regulations involving such taxes and complying with all requirements.

6.13 Use of Premises:

6.13.1 CONTRACTOR shall confine equipment, the storage of materials and equipment and the operations of workers to the work 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 land or areas or to the owner or occupant of any contiguous land or areas, resulting from the performance of the Work. Should any owner or occupant because of the performance of the Work make any claim against CITY, CONTRACTOR shall promptly attempt to settle with the claimant by agreement or otherwise resolve the claim.

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

6.13.3 CONTRACTOR shall not permit any part of any structure or land to be treated in any manner that will endanger the structure or any land, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or processes that will endanger it.

6.14 Access to Work:
CONTRACTOR shall provide CITY, its 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 proper and safe conditions for access and shall advise these authorized persons of CONTRACTOR's site safety procedures and programs.

6.15 Safety and Protection:

6.15.1 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. This paragraph applies to all the Work, materials and equipment, whether in storage on or off the site; and other property at the site or adjacent to the site.

6.15.2 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.

6.16 Environmental:

The CONTRACTOR has fully inspected the worksite and agrees to accept the worksite in an "as is" physical condition, without representation or warranty by the CITY of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the worksite. Further CONTRACTOR and all entities claiming by, through or under CONTRACTOR, releases and discharges the CITY from any claim, demand, or cause of action arising out of or relating to the CONTRACTOR's use, handling, storage, release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the worksite. The CONTRACTOR shall have no liability for any pre-existing claims or "contamination" on the worksite.

CONTRACTOR shall not use, handle, store, discharge, treat, remove, transport or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the worksite until receipt of instructions from the CITY. At such time, a CITY approved change order, which shall not include any profit, shall authorize the CONTRACTOR to perform such services.
CONTRACTOR shall immediately deliver to CITY complete copies of all notices, demands or other communications received by CONTRACTOR from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the worksite which is or could be dangerous to life, limb, property or the environment.

CONTRACTOR indemnifies and agrees to protect, defend, and hold harmless, the CITY and its respective employees, agents, successors, and assigns from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the CONTRACTOR's (or any of its employees, agents, invitees, contractors or sub-contractors) use, handling, storage, release, threatened release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal and/or presence of a Hazardous Substance on, under, from, to or about the worksite or any other activity carried on or undertaken on or off the worksite by the CONTRACTOR or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transportation, decontamination, cleanup, disposal and/or presence or any Hazardous Substance located, transported, or present on, undue, from, to, or about the worksite. This indemnity is intended to be operable under 42 U.S.C. section 9607, as amended, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation: (i)

the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to, destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code, ordinance, or legal requirement, state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

The indemnification obligations contained herein are supported by separate consideration of $10.00 which the proposer acknowledges as adequate.

6.17 Indemnification:

6.17.1 In addition to, CONTRACTOR shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the CONTRACTOR, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or city laws, ordinances or regulations by CONTRACTOR, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by CONTRACTOR of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.

6.17.2 CONTRACTOR agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against CITY, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

6.17.3 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs at trial and appellate levels.

6.17.4 If any Subcontractor, supplier, laborer, or materialmen of CONTRACTOR or any other person directly or indirectly acting for or through CONTRACTOR files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or make a claim against any monies due or to become due from the CITY to CONTRACTOR or from CONTRACTOR to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, CONTRACTOR agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) calendar days of the filing or from receipt of written notice from the CITY.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by CONTRACTOR, all monies due to CONTRACTOR, or that become due to CONTRACTOR before the lien or claim is satisfied, removed or otherwise discharged, shall be held by CITY as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If CONTRACTOR shall fail to do so, CITY shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means CITY chooses at the entire and sole cost and expense of CONTRACTOR which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to CONTRACTOR. In the event the

amount due CONTRACTOR is less than the amount required to satisfy CONTRACTOR'S obligation under this, or any other section of the Agreement, the CONTRACTOR shall be liable for the deficiency due the CITY.

6.18 Survival of Obligations:

All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

6.19 Correction or Removal of Defective Work:

If required by CITY, CONTRACTOR shall promptly correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CITY, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs for the correction or removal of defective work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals).

If the work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

6.20 Force Majeure:

No party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No party shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable by force majeure to carry out its obligation, but the obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The CONTRACTOR further agrees and stipulates that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within two (2) hours after such an occurrence.

ARTICLE 7 - CITY'S RESPONSIBILITIES

7.1 CITY shall furnish data required of CITY under the Contract Documents.

7.2 CITY shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

7.3 Technical Clarifications and Interpretations:

7.3.1 CITY shall issue, with reasonable promptness, such written clarifications or interpretations of the technical requirements of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should CONTRACTOR fail

to request interpretation of questionable items in the Contract Documents, CITY shall not entertain any excuse for failure to execute the work in a satisfactory manner.

7.3.2 CITY shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other party but in no event later than five (5) days after the occurrence of the event, and written supporting data will be submitted to the other party within five (5) calendar days after such occurrence. All written decisions of the CITY on any claim or dispute will be final and binding.

ARTICLE 8 - BONDS AND INSURANCE

8.1 Payment and Performance Bonds:

8.1.1 Prior to commencing work, the CONTRACTOR shall execute and furnish to CITY a performance bond and a payment bond, in a form approved by the CITY and as provided by state law, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: B+ to A+.

8.1.2 The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of this Agreement. The performance bond shall be conditioned that the CONTRACTOR performs the contract in the time and manner prescribed in the Agreement. The payment bond shall be conditioned that the CONTRACTOR promptly makes payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the performance of the Work provided for in this Agreement and any change orders and shall provide that the surety shall pay the amount not exceeding the sum provided in the bonds, together with interest at the maximum rate allowed by law and that the CONTRACTOR and surety shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the performance of this Agreement which the CITY may be required to make by law.

8.1.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, the CONTRACTOR shall record the payment and performance bonds in the public records of Broward County, at its own expense.

8.2 Bonds, Reduction After Final Payment:

The performance and payment bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of these bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Agreed Compensation, or an additional bond shall be conditioned that CONTRACTOR shall correct any defective or faulty Work or material which appears within one (1) year after final completion of the Agreement, upon notification by the CITY.

8.3 Duty to Substitute Surety:

If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, CONTRACTOR shall within three (3) days substitute another bond and surety, both of which must be acceptable to CITY. The CITY shall have the right to disapprove any CONTRACTOR or subcontractor selected by any surety.

8.4 Insurance:

8.4.1 At the time of execution of the Agreement, the CONTRACTOR shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the CITY is an additional, named, first party insured with respect to the required coverage and the operations of the CONTRACTOR under the Agreement. The certificates of insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that the insurance is as required by Article 8 and its subparts of this Agreement. CONTRACTOR shall not commence work under this Agreement until after

CONTRACTOR has obtained all of the minimum insurance described and the policies of such insurance detailing the provisions of coverage have been received and approved by CITY. CONTRACTOR shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, CONTRACTOR shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. CONTRACTOR shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

8.4.2 Insurance Companies selected by CONTRACTOR must be acceptable the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) Calendar days written notice has been given to CITY by certified mail.

8.4.3 The CONTRACTOR shall procure and maintain at its own expense and keep in effect during the full term of this Agreement a policy or policies of insurance which must include the following coverage and minimum limits of liability:

(a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws.

(b) Comprehensive or Commercial General Liability – Minimum Limits of total coverage shall be $2,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, the basic policy to be in said form with any excess coverage (and the carrier) to meet $2,000,000 minimum to be acceptable to the CITY.

(c) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the Work with the following minimum limits of liability:
$2,000,000.00 - Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence

Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability Policy without restrictive endorsements, as filed with the Florida Department of Insurance and shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:
1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to this Agreement and specifically confirming the indemnification and hold harmless provision in this Agreement; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

(c) Builder's Risk Insurance in an amount not less than the replacement cost for the construction of the Work. Coverage shall be "All Risk" coverage for one hundred percent (100%) of the completed value with a deductible of not more than Five Thousand Dollars ($5,000.00) per claim.

8.4.4 CONTRACTOR shall maintain the Products and Completed Operations Liability Insurance for a period of at least two (2) years after final payment for the Work and furnish CITY with evidence of the continued insurance coverage at the time of final payment.

8.4.5 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

8.4.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

8.4.7 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they have no recourse against CITY for payment or assessments in any form on any policy of insurance.

8.4.8 The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence to the Insurer within fifteen (15) working days of CITY's actual notice of such an event.

8.4.9 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance described and the CITY's approved.

8.4.10 The CONTRACTOR agrees to perform the work under the Agreement as an independent CONTRACTOR, and not as a subcontractor, agent or employee of CITY.

8.4.11 CONTRACTOR shall require each of its subcontractors to maintain the insurance required for each category, and CONTRACTOR shall provide verification to CITY upon its request.

8.4.12 Violation of the terms of this paragraph and its subparts shall constitute a material breach of the Agreement, and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall cease and terminate.

8.4.13 CITY shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others performing the Work. CITY specifically reserves all statutory and common law rights and immunities. Nothing contained in this Agreement is intended to limit or waive any rights or immunities including, but not limited to, the procedural and substantive provisions of Chapter 768, Florida Statutes.

ARTICLE 9 - WARRANTIES; TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

9.1 Warranty of Title:

The CONTRACTOR warrants to the CITY that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

9.2 Warranty of Specifications:

The CONTRACTOR warrants that all equipment, materials and workmanship furnished, whether furnished by the CONTRACTOR, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

9.3 Warranty of Merchantability:

CONTRACTOR warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

9.4 Correction Period:

CONTRACTOR warrants all material and workmanship for a minimum of two (2) year(s) from date of acceptance by the CITY. If, within two (2) year(s) after the date of final completion or such longer period of time as may be prescribed by laws or regulations, or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, whether observed before or after acceptance by CITY, CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY's written instructions, either correct such defective work, or, if it has been rejected by CITY, remove it from the site and replace it with Work that is not defective and that is satisfactorily correct, and remove and replace

any damage to other Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) shall be paid by CONTRACTOR.

9.4.1 Where defective Work (and damage to other work) has been corrected, removed or replaced under this Article, the correction period with respect to such Work will be extended for an additional period of two (2) year(s) after such correction, removal or replacement has been satisfactorily completed.

9.4.2 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which CONTRACTOR might have under the Contract Documents. Establishment of the time period of two (2) year(s) as described in above paragraph relates only to the specific obligation of the CONTRACTOR to correct the work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish CONTRACTOR's liability with respect to the CONTRACTOR's obligation other than specifically to correct the Work.

9.5 CONTRACTOR warrants to the CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

9.6 CONTRACTOR warrants to the CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Agreement.

9.7 CONTRACTOR warrants to the CITY that the performance of the work provided for in the Contract Documents will not result in the breach of any term or provision, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

9.8 CONTRACTOR warrants that there has been no violation or copyrights of patent rights either in the United States of America or in foreign countries in connection with the Work of the Agreement.

9.9 No warranty, either express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect, notwithstanding acceptance and payment by CITY.

9.10 Tests and Inspections:

9.10.1 CONTRACTOR shall give CITY timely notice of readiness of the work for all required inspections, tests or approvals. CONTRACTOR shall assume full responsibility, pay all costs and furnish CITY the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part unless otherwise specified.

9.10.2 Neither CITY nor other inspectors shall have authority to permit deviations from nor to relax any of the provisions of the Contract Documents, nor to delay the Agreement by failure to inspect the materials and work with reasonable promptness.

9.10.3 The payment of any compensation, the giving of any gratuity or the granting of any favor by the CONTRACTOR to any inspectors, directly or indirectly, is strictly prohibited and punishable to the full extent of the law, and any such action on the part of the CONTRACTOR will constitute a termination of this Agreement.

9.11 Warranty Information

The CONTRACTOR shall deliver to the CITY and the CITY shall execute all applicable product and equipment registration, manuals, instructions, keys, accessories and warranty documents in accordance with manufacturers' policies and procedures. CONTRACTOR shall facilitate any necessary warranty claims free of charge.

ARTICLE 10 - LIQUIDATED DAMAGES

If the awarded BIDDER fails to complete the project by the completion date stated on the Bid Form, it is understood that five-hundred dollars ($500.00) per calendar day will be deducted as liquidated damages, for each day beyond the substantial completion time and five-hundred dollars ($500.00) per calendar day will be deducted as liquidated damages, for each day beyond the final completion time unless time extension is approved by the City Manager, it being agreed that the damage suffered by the CITY for such delay(s) cannot be specifically ascertained.

ARTICLE 11 - CHANGES IN THE WORK

11.1 One or more changes to the work within the general scope of this Agreement may be ordered by Change Order. The Contractor shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Article.

11.2 A Change Order shall mean a written order to the CONTRACTOR executed by the parties after execution of this Agreement, directing a change in the work and may include a change in the agreed compensation in accordance with Article 12 or the time for the CONTRACTOR's performance.

11.3 The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the work and the CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order.

11.4 The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approval is required by the CONTRACTOR's surety or by law. The CONTRACTOR's execution of the Change Order shall constitute the CONTRACTOR's warranty to the CITY that the surety has been notified of, and consents to, such Change Order and the respective increase in the Performance bond amount commensurate with the Change Order(s). Furthermore, upon the CONTRACTOR's execution of the Change Order(s), the surety shall be conclusively deemed to have been notified of such Change Order by the CONTRACTOR in the increase in the required Performance Bond amount, and to have expressly consented.

ARTICLE 12 - CHANGE IN COMPENSATION

Change orders approved by CITY shall be computed as follows:

12.1 Cost of the Work:

The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by CITY, these costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 12.2:

12.1.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

12.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.

12.1.3 Supplemental costs including the following:

12.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.

12.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY, and the costs of transporting, loading, unloading, installing, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.

12.1.3.3 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by laws or regulations.

12.1.3.4 Royalty payments and fees for permits or licenses.

12.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.

12.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

12.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

12.2 Not Included in the Cost of the Work:
The term "cost of the Work" shall not include any of the following.

12.2.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.1.1, all of which are to be considered administrative costs covered by CONTRACTOR's fee.

12.2.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

12.2.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

12.2.4 Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain them.

12.2.5 Costs due to the negligence of CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

12.2.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.1.

12.3 Cost Breakdown Required:

Whenever the cost of any Work is to be determined pursuant to this Article, CONTRACTOR will submit in form acceptable to the CITY an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the CONTRACTOR shall submit an estimate substantiated by a complete itemized breakdown as follows:

(a) The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.
(b) Whenever a change involves the CONTRACTOR and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the CONTRACTOR and

each subcontractor shall be itemized separately.

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION OF WORK

13.1 Progress Payments:

13.1.1 CONTRACTOR may request payments for work completed during the project at intervals of not more than once a month. The CONTRACTOR's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with a certification by the CONTRACTOR that the CONTRACTOR has disbursed to all subcontractors and suppliers their pro-rata shares of the payment out of previous progress payments received by the CONTRACTOR for all work completed and materials furnished in the previous period or properly executed releases of liens by all subcontractors, suppliers and materialmen who were included in the CONTRACTOR's previous applications for payment, and any other supporting documentation as may be required by the CITY, the ENGINEER or Contract Documents. Each requisition shall be submitted in triplicate to the CITY for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) calendar days after approval of the CONTRACTOR's requisition for payment. Any rejection by the CITY of any specific item (s) shall result in CONTRACTOR being notified of the rejection within five (5) Business days of the rejection.

13.1.2 Five percent (5%) of all monies earned by the CONTRACTOR shall be retained by the CITY until the work is totally completed and accepted by the CITY.

13.2 Inspection:

CITY shall make an inspections as necessary and notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take the necessary measures to remedy any deficiencies within five (5) calendar days of the inspection.

13.3 Final Application for Payment:

After CONTRACTOR has completed all corrections to the satisfaction of CITY and delivered all maintenance and operating instructions, schedules, warranties, guarantees, bonds, certificates of inspection, marked up record documents and other documents required by the Contract Documents or requested by the CITY, CONTRACTOR may make application for final payment. The final application for payment shall be accompanied by (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the work; or (2) CONTRACTOR's receipts in full covering all labor, materials and equipment for which a lien could be filed; or (3) a final affidavit stating that all laborers, materialmen, suppliers and subcontractors who worked for CONTRACTOR under this Contract have been paid in full or if the fact be otherwise, identifying the name of each lien or who has not been paid in full and the amount due or to become due each for labor, services or materials furnished. If any subcontractor or supplier fails to furnish a release or receipt in full, CONTRACTOR shall furnish a bond satisfactory to CITY to indemnify CITY against any lien, or the CITY may directly pay any subcontractor or supplier and deduct that amount due to CONTRACTOR.

In addition, CONTRACTOR shall also submit with the final application for payment, the completed set of "As-Built" drawings for review and approval. The "As-Built" drawings shall be prepared, sealed and certified by a professional surveyor licensed by the State of Florida. Final payment to CONTRACTOR shall not be made until the shop drawings have been reviewed and approved by the CITY. Prior to approval, if necessary, the drawings may be returned to CONTRACTOR for changes or modifications if in the opinion of CITY they do not represent correct or accurate "As-Built" drawings.

13.4 Final Payment and Acceptance:

13.4.1 If, on the basis of observing the Work during construction and final inspection, and review of the final Application for Payment and accompanying documentation, the CITY is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, CITY will give written notice to CONTRACTOR that the Work is acceptable. Otherwise, the Application will be returned to CONTRACTOR indicating in writing the reasons for refusing to make final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty (30)

days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, the amount will become due and will be paid by CITY to CONTRACTOR.

13.4.2 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and the occurrence is confirmed, CITY shall, upon receipt of CONTRACTOR's final Application for Payment, without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to the CITY with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims held by the CITY.

13.5 Final payment, constituting the entire unpaid balance of the agreed compensation, shall be paid by the CITY to CONTRACTOR when the work has been completed, the Contract fully performed, and a final certificate for payment has been issued by the CITY ENGINEER. The making of final payment shall constitute a waiver of claims by CITY except those arising from:

(1) Faulty or defective work and latent defects discovered after acceptance.
(2) Failure of the work to comply with the requirements of the contract documents.
(3) Terms of special warranties required by those contract documents.
(4) Any of CONTRACTOR's continuing obligations under this Agreement.

The acceptance of final payment by CONTRACTOR or the subcontractor for materials and supplies shall constitute a waiver of claims except those previously made in writing and identified as unsettled at the time of final application for payment.

13.6 CITY's Right to Withhold Payment:

The CITY may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

13.6.1 Defective work not remedied.

13.6.2 Claims filed or evidence indicating the probable filing of claims by other parties against the CONTRACTOR.

13.6.3 Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.

13.6.4 Damage to another contractor, subcontractor or supplier not remedied.

13.6.5 Liability for liquidated damages has been incurred by the CONTRACTOR.

13.6.6 Evidence that the Work cannot be completed for the unpaid balance of the agreed compensation.

13.6.7 Evidence that the work will not be completed within the Agreement's term.

13.6.8 Failure to carry out the Work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 14 - TERMINATION OF THE CONTRACT

The CITY retains the right to terminate this Agreement with or without cause, with thirty (30) days prior written notice. Additionally, the CITY may also terminate this Agreement upon fifteen (15) days notice upon the occurrence of any one or more of the following events:

14.1 If CONTRACTOR commences a voluntary case or a petition is filed against CONTRACTOR, under any chapter of the Bankruptcy Code, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

14.2 If CONTRACTOR makes a general assignment for the benefit of creditors.

14.3 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors.

14.4 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents, including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time.

14.5 If CONTRACTOR disregards any local, state or federal laws or regulations.

14.6 If CONTRACTOR otherwise violates any provisions of this Agreement.

Further, CONTRACTOR may be excluded from the Work site and the CITY take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use them without liability to CONTRACTOR for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as CITY may deem expedient. In this instance, CONTRACTOR shall not be entitled to receive any further compensation until the Work is finished.

14.7 If CONTRACTOR commits a default due to its insolvency or bankruptcy, the following shall apply:

14.7.1 Should this Agreement be entered into and fully executed by the parties, funds released and the CONTRACTOR (Debtor) files for bankruptcy, the following shall occur:

a. In the event the Debtor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Debtor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the CITY. The Debtor further agrees that in the event of this default, the CITY shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The CITY shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d)(2), and the Debtor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Debtor acknowledges that such waiver is done knowingly and voluntarily.

b. Alternatively, in the event the CITY does not seek stay relief, or if stay relief is denied, the CITY shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Debtor in favor of the CITY.

c. In the event the Debtor files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Debtor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and Mortgage. Additionally, the Debtor shall agree that the CITY is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the CONTRACTOR has less than five (5) years of payments remaining on the Note, the CONTRACTOR agrees that the treatment afforded to the claim of the CITY under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

14.7.2 Should this Agreement be entered into and fully executed by the parties, and the compensation has not been forwarded to Debtor, the following shall occur:

In the event the Debtor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Debtor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Debtor

acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The CONTRACTOR acknowledges that the Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c) (2), unless the CITY expressly consents in writing to the assumption. In the event the CITY consents to the assumption, the Debtor agrees to file a motion to assume the Agreement within ten (10) days after receipt of written consent from the CITY, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Debtor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

ARTICLE 15 – OWNERSHIP OF DOCUMENTS

All documents, as-built plans and specifications resulting from the Project under this Agreement shall be deemed the sole property of the CITY, and the CITY shall have all rights incident to the sole ownership.

The CONTRACTOR shall agree to indemnify and hold harmless the CITY, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR.

ARTICLE 16 – COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuance to this Agreement.

ARTICLE 17 - NOTICE

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

Attn: Ronald Desbrunes
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2735
Email: ronaldd@lauderdalelakes.org

Copy to: Financial Services
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
Fax (954) 535-1892

and if sent to the CONTRACTOR shall be mailed to:

Contractor:
HEAVY CIVIL, INC.
Attn: Tiffany Kester
8230 210th Street S.
Suite 215
Boca Raton, FL 33433
Tel: (954)-597-6443
Email: tiffany@jheavycivilinc.com

ARTICLE 18 - LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Agreement, so that its liability never exceed the agreed sum of $1,000.00. CONTRACTOR expresses its willingness to enter into this Agreement with CONTRACTOR'S recovery from the City for any action or claim arising from this Agreement to be limited to $1,000.00.

Accordingly, and notwithstanding any other term or condition of this Agreement, CONTRACTOR agrees that the City shall not be liable to CONTRACTOR for damages in an amount in excess of $1,000.00, for any action or claim of the CONTRACTOR or any third party arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 19 – MISCELLANEOUS

19.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to CITY are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents. This Article will be as effective as if repeated specifically in the Contract Documents will survive final payment and termination or completion of the Agreement.

19.2 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests. The obligations undertaken by CONTRACTOR pursuant to the Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Article shall constitute a material breach of Agreement by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR which shall immediately cease and terminate.

19.3 CONTRACTOR and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties.

19.4 CITY reserves the right to audit the records of CONTRACTOR relating in anyway to the work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of the Contract.

19.5 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or later existing at law or in equity.

19.6 This Agreement shall be governed by the laws of the State of Florida, and venue for any action shall be in Broward County, Florida.

19.7 Should any part, term or provision of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.

DRAFT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

As to the CONTRACTOR on the _____ day of _____, 2023.

HEAVY CIVIL, INC.

Corporate Seal

_____ _____

Witness Authorized Name, Title

As to the CITY on the _____ day of _____, 2023.

SEAL OF THE CITY OF LAUDERDALE LAKES

_____ _____

Venice Howard, City Clerk Veronica Edwards Phillips, Mayor

APPROVED AS TO FORM

_____

City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE

DRAFT

OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400

DATE: October 16, 2025

TO: Ronald Desbrunes, Public Works Director
City of Lauderdale Lakes

THRU: Maribel Feliciano, Director
Office of Economic and Small Business Development

FROM: Donna-Ann Knapp, Small Business Development Manager
Office of Economic and Small Business Development

SUBJECT: NW 36th Terrace Improvements, LLAK-015
CBE Compliance Evaluation

The Office of Economic and Small Business Development (OESBD) conducted a review of the respondent's compliance with the CBE Program requirements for the above referenced project. An overview is provided as follows:

The CBE goal for this project: 30%

Met the CBE Requirements:

Firms	Category	Percentage
Heavy Civil, Inc (Prime)	CBE	96%
	Total	**96%**

CBE Compliance Comments:

Heavy Civil, Inc initially submitted an Application for Evaluation of Good Faith Efforts form with their solicitation response. However, the vendor did not provide documentation of the good faith efforts made to meet the goal, as indicated on the form, to support their request. OESBD gave the vendor three (3) business days to provide the missing documentation. Heavy Civil, Inc, a CBE-certified prime vendor, responded within the required timeframe and submitted an executed LOI indicating that it would self-perform services that meet the CBE goal. Heavy Civil, Inc is therefore compliant with the CBE program requirements of the solicitation.

cc: Laurina Gause, Small Business Development Specialist, OESBD

Broward County Board of County Commissioners
Mark D. Bogen • Alexandra P. Davis • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Michael Udine
Broward.org

EXHIBIT B

NW 36TH TERRACE IMPROVEMENT PROJECT

LOCATION MAP



CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: Yes

Title

RESOLUTION 2025-164 APPROVING SERVICES WITH TRANE U.S. INC. FOR BUILDING AUTOMATION SYSTEMS (BAS) FOR THE INSPECTION AND MAINTENANCE SERVICES WITH ANNUAL CONTRACT INCREASES IN ACCORDANCE WITH GSA COOPERATIVE GUIDELINES CONTRACT # 47QSWA20D002A OVER A FIVE YEAR TERM PURSUANT TO TRANE U.S. INC. PROPOSAL #: 7892143 FROM NOVEMBER 2024 TO NOVEMBER 2028 ALONG WITH AN ANNUAL AMOUNT OF TWENTY THREE THOUSAND DOLLARS ($23,000.00) FOR UNFORSEEN MAINTENANCE AND EMERGENCY REPAIRS TO THE CHILLER PLANT AT CITY HALL

Summary

This resolution approves services with Trane U.S. Inc. for Building Automation Systems (BAS) for the inspection, and an annual amount of $23,000.00 for maintenance and emergency services for the Chiller Plant at City Hall.

Staff Recommendation

Background:

Trane US Inc. has been providing Building Automation Systems (BAS) for the inspection and maintenance services of the chillers at the city for a long time. In the 1990's, the city entered into an arrangement with Trane for the BAS system that controls the chillers at the city. This is proprietary software, that is managed by Trane. The vendor conducts this service on a quarterly basis. The city would annually issue a PO for the service, however, within the last decade or so, the city began to enjoy a reduction in prices by accessing the cooperative contracts awarded to Trane for this service. The annual Amount for these services when combined over years, will exceed the City Manager's limit. Staff was recently guided by the City Attorney on this and is requesting the approval of the City Commission for compliance to procurement guidelines and to continue services with the vendor covered under this agreement. Services covered are as follows:

Service 1: Extended System Analysis and Review

a. System Controller and Communication Inspection
b. Tracer SC System Back-Up
c. System Controller SW Service Pack/Patch
d. Verify System Software Configuration & Programming
e. Customer Review Meeting
f. Labor to Fix Issues Found During System SW Config and Programming Review (Tracer SC BAS R'newal)
g. Tracer SC System Back-Up

Service 2: RTU Controls Support

a. Connect Service Tool
b. Sequence of Operation Verification
c. Loop Tuning
d. System Controller Inspection
e. Verify System Software Programming
f. Review System Results
g. Disconnect Service Tool

Service 3: IS Remote Analytics and Advisory Review BP

a. IS Project Scope - Service Advisory Review BP Based on Offer Sold

b. Remote Diagnostics Review
c. Alarm Log Review
d. IS Remote Review Analytics for Pull Through Opportunities
e. IS Provide List of Opportunities to IS Team

Service 4: IS Consult Report Creation

a. IS Project Scope - Customer Report Creation Based on Offer Sold
b. IS Create Customer Consult Report

The prices that the city receives are not standard prices, rather they are connected to a **GSA Cooperative Contract # 47QSWA20D002A,** SAM UEI# QJFJBF8ZBUM8,
CAGE Code# 60532

Contract Year	Annual Amount	Payment	Payment Term
Year 1 - 2024	$10,120.00	$2,530.00	Quarterly
Year 2 - 2025	$10,524.00	$2,631.00	Quarterly
Year 3 - 2026	$10,946.00	$2,736.50	Quarterly
Year 4 - 2027	$11,384.00	$2,846.00	Quarterly
Year 5 - 2028	$11,840.00	$2,960.00	Quarterly

In December 2024 the city signed an agreement with the vendor for the quarterly maintenance which begins year 1. December 2025 will begin year 2. Staff is requesting an annual amount of $23,000 per year to be used for any additional or emergency repairs, specific to the BAS system, not covered in the scope of services.

With TRANE being the manufacturer of the chillers, and the provider of the proprietary systems, City staff is requesting to utilize this vendor in accordance with the City's Procurement Code, Section 82-358 (D), which allows the City to participate in Cooperative purchase agreements

Funding Source:

3151319-6310-HVAC Budget of $80k in FY 2026.

Fiscal Impact:

There is adequate funding available for FY 2026 in the general fund/CIP. Future year requests are subject to the availability of funding and approval through the Acting City Manager.

Previous expenditure for the Building Automation Systems (BAS) over the past few years are as follows:

1. FY2022-$10,316.34
2. FY2023-$21,154.29
3. FY2024-$39,949.11
4. FY2025-$21,113.20

Sponsor Name/Department: Aazam Piprawala; Procurement Administrator, Ronald Desbrunes; Director, Public Works

Meeting Date: 12/9/2025

ATTACHMENTS:

	Description	Type
🗋	Resolution 2025-164 Authorizing Service Agreement with Trane US	Resolution
🗋	Exhibit A - GSA Contract	Exhibit
🗋	Exhibit B - Proposal	Exhibit
🗋	DRAFT Contract Agreement - TRANE	Agreements

RESOLUTION 2025-164

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; PURSUANT TO SECTION 82-358(D) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AND IN ACCORDANCE WITH THAT CERTAIN U.S. GENERAL SERVICES ADMINISTRATION (GSA) COOPERATIVE CONTRACT NO. 47QSWA20D002A, SAM UEI QJFJBF8ZBUM8, CAGE CODE 60532GSA ("GSA CONTRACT"), AND PURSUANT TO PROPOSAL NO. 7892143, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN SERVICE AGREEMENT BY AND BETWEEN THE CITY OF LAUDERDALE LAKES AND TRANE U.S. INC., PURSUANT TO PROPOSAL NO. 7892143, PROVIDING FOR INSPECTION AND MAINTENANCE SERVICES TO THE CITY'S CHILLER PLANTS' BUILDING AUTOMATION SYSTEMS (BAS) FOR A FIVE-YEAR TERM FROM NOVEMBER 2024 THROUGH NOVEMBER 2028 ("SERVICE AGREEMENT"), INCLUDING ANNUAL INCREASES SERVICE AGREEMENT COSTS; FURTHER APPROVING AND AUTHORIZING ANNUAL PAYMENT FOR ANTICIPATED MAINTENANCE AND EMERGENCY REPAIRS IN AN AMOUNT OF NOT TO EXCEED TWENTY-THREE THOUSAND DOLLARS AND NO/100 ($23,000.00); A COPY OF GSA CONTRACT IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF PROPOSAL NO. 7892143 IS ATTACHED HERETO AS **EXHIBIT B**, COPIES OF EACH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes ("City") currently utilizes Trane Building Automation Systems ("BAS") for the operation, inspection, and maintenance of the City's chiller plants;

WHEREAS, Trane U.S. Inc. is the manufacturer and sole provider of the proprietary BAS software and maintenance services required to ensure proper system functionality, performance, and continuity of operations;

WHEREAS, the City has relied on Trane for these services for several years, with quarterly maintenance and support performed since 2021;

WHEREAS, the combined cost of the required services over the five-year term exceeds the City Manager's procurement authority, thereby requiring City Commission consideration and approval;

WHEREAS, pricing for proprietary BAS software and maintenance services is offered through the U.S. General Services Administration (GSA) Cooperative Contract No. 47QSWA20D002A, SAM UEI QJFJBF8ZBUM8, CAGE Code 60532 ("GSA CONTRACT"), attached hereto as **Exhibit A;**

WHEREAS, pursuant to Section 82-358(D) of the City's Procurement Code, the City is authorized to utilize cooperative purchasing agreements, provided such contracts serve the best interest of the City;

WHEREAS, City staff recommends approving the five-year service agreement with Trane U.S. Inc., including annual contract adjustments in accordance with GSA pricing, as outlined in Proposal No. 7892143, attached hereto as **Exhibit B**, which is as follows: Year 1 (2024): $10,120.00; Year 2 (2025): $10,524.00; Year 3 (2026): $10,946.00; Year 4 (2027): $11,384.00; Year 5 (2028): $11,840.00;

WHEREAS, staff further recommends the approval of an annual allocation of Twenty-Three Thousand Dollars and No/100 ($23,000.00) for unforeseen maintenance and emergency repairs related to the BAS system that are not included in the standard scope of services; and

WHEREAS, adequate funding is available in the City's 3151319-6310 account for FY 2026.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. AUTHORITY: The City Commission hereby authorizes the Mayor and City Clerk to execute and attest, respectively, that certain service agreement with Trane U.S. Inc. for the inspection and maintenance services of the chiller plants' Building Automation Systems (BAS), pursuant to Proposal No. 7892143, for a five-year term from November 2024 through November 2028, with annual contract amounts as follows: Year 1 (2024): $10,120.00; Year 2 (2025): $10,524.00; Year 3 (2026): $10,946.00; Year 4 (2027): $11,384.00; Year 5 (2028): $11,840.00, in substantially the form as attached hereto as **Exhibit B**, and incorporated herein by reference. The City Commission further approves and authorizes an annual allocation not to exceed Twenty-Three Thousand Dollars and No/100 ($23,000.00) for unforeseen BAS-related maintenance and emergency repairs not included in the service agreement.

SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk, through the Acting City Manager, is hereby authorized to obtain three (3) executed copies of the Agreement with one (1) copy of the Agreement to be directed to Trane U.S. Inc.; with one (1) copy to be maintained by the City; and with one (1) copy directed to the Office of the City Attorney.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD DECEMBER 9, 2025.

_____
VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____, CMC, Deputy City Clerk, for
VENICE HOWARD, MPA, MMC, FCRM
CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
SIDNEY C. CALLOWAY, CITY ATTORNEY

Sponsored by: Aazam Piprawala; Procurement Administrator, Ronald Desbrunes; Director, Public Works

VOTE:

Mayor Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Sharon Thomas	____ (For) ____ (Against) ____ (Other)
Commissioner Tycie Causwell	____ (For) ____ (Against) ____ (Other)
Commissioner Easton Harrison	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)

Contract Clause Document

for

Solicitation Number : **47QSMD20R0001**

Refresh Number : **29**

Contract Number : **47QSWA20D002A**

Created on September 5, 2025

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52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative—

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled—

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

52.207-5 OPTION TO PURCHASE EQUIPMENT (FEB 1995)

(a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.

(b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.

(c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

(d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be “continuous rental.”

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons—

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if—

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the Contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a

system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) (1) "*Operation of a system of records*," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "*Record*," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "*System of records on individuals*," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

52.229-1 STATE AND LOCAL TAXES (APR 1984)

Notwithstanding the terms of the Federal, State, and Local Taxes clause, the contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide

evidence necessary to sustain an exemption.

52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)

This contract or agreement provides for payments to the Contractor through several alternative methods. The applicability of specific methods of payment and the designation of the payment office(s) are either stated—

(a) Elsewhere in this contract or agreement; or

(b) In individual orders placed under this contract or agreement.

52.233-3 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at anytime are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2), or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the

Government.

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer’s written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer’s approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This

obligation remains in effect until final payment under this contract.

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either —

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if —

(1) The stop-work order results in an increase in the time required for, or in the Contractor’s cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

52.247-32 F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)

(a) The term "f.o.b. origin, freight prepaid," as used in this clause, means—

(1) Free of expense to the Government delivered—

(i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(ii) To, and placed on, the carrier's wharf (at ship-side, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(iii) To a U.S. Postal Service facility; or

(iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (the Federal Motor Carrier Safety Administration prescribes commercial zones at Subpart B of 49 CFR part 372); and

(2) The cost of transportation, ultimately the Government's obligation, is prepaid by the Contractor to the point specified in the contract.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) (i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods—

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing or marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Prepare a bill of lading or other transportation receipt. The bill of lading shall show—

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

(ii) The seals affixed to the conveyance with their serial numbers or other identification;

(iii) Lengths and capacities of cars or trucks ordered and furnished;

(iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;

(v) Special instructions or annotations requested by the ordering agency for bills of lading; e.g., "This shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and

(vi) The signature of the carrier's agent and the date the shipment is received by the carrier;

(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency; and

(7) Prepay all freight charges to the extent specified in the contract.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which these supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:

(1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."

(2) Notwithstanding subparagraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor's expense to the container yard in the same or nearest city where seavan container service is available.

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means—

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

52.247-38 F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)

(a) The term "f.o.b. inland carrier, point of exportation," as used in this clause, means free of expense to the Government, on board the conveyance of the inland carrier, delivered to the specified point of exportation.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) Prepare and distribute commercial bills of lading or other transportation receipt;

(3) (i) Deliver the shipment in good order and condition in or on the conveyance of the carrier on the date or within the period specified; and

(ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and

(5) At the Government's request and expense, assist in obtaining the documents required for (i) exportation or (ii) importation at destination.

52.247-39 F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)

(a) The term "f.o.b. inland point, country of importation," as used in this clause, means free of expense to the Government, on board the indicated type of conveyance of the carrier, delivered to the specified inland point where the consignee's facility is located.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods;

(2) (i) Deliver, in or on the inland carrier's conveyance, the shipment in good order and condition to the specified inland point where the consignee's facility is located; and

(ii) Pay and bear all applicable charges incurred up to the point of delivery, including transportation costs; export, import, or other fees or taxes; costs of landing; wharfage costs; customs duties and costs of certificates of origin; consular invoices; and other documents that may be required for importation; and

(3) Be responsible for any loss of and/or damage to the goods until their arrival on or in the carrier's conveyance at the specified inland point.

52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT—SMALL PACKAGE SHIPMENTS (JAN 1991)

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled "Commercial Bill of Lading Notations."

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

52.247-68 REPORT OF SHIPMENT (REPSHIP) (FEB 2006)

(a) Definition. Domestic destination, as used in this clause, means—

(1) A destination within the contiguous United States; or

(2) If shipment originates in Alaska or Hawaii, a destination in Alaska or Hawaii, respectively.

(b) Unless otherwise directed by the Contracting Officer, the Contractor shall—

(1) Send a prepaid notice of shipment to the consignee transportation officer—

(i) For all shipments of—

(A) Classified material, protected sensitive, and protected controlled material;

(B) Explosives and poisons, class 1, division 1.1, 1.2 and 1.3; class 2, division 2.3 and class 6, division 6.1;

(C) Radioactive materials requiring the use of a III bar label; or

(ii) When a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract, or private) for transportation to a domestic destination (other than a port for export);

(2) Transmits the notice by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment; and

(3) Send, to the receiving transportation officer, the bill of lading or letter or other document containing the following information and prominently identified as a “Report of Shipment” or

"REPSHIP FOR T.O."

RESHIP FOR T.O. 81 JUN 01
TRANSPORTATION OFFICER, DEFENSE DEPOT, MEMPHIS, TN.
SHIPPED YOUR DEPOT 1981 JUN 1
540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1782 CUBE, VIA XX-YY*
IN CAR NO. XX 123456**-BL***-C98000031****CONTRACT DLA_____
ETA*****-JUNE 5 JONES & CO., JERSEY CITY N.J.

552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

552.211-73 MARKING (FEB 1996)

(a) *General requirements*. Interior packages, if any, and exterior shipping containers shall be marked as specified elsewhere in the contract. Additional marking requirements may be specified on delivery orders issued under the contract. If not otherwise specified, interior packages and exterior shipping containers shall be marked in accordance with the following standards.

(1) *Deliveries to civilian activities.* Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.

(2) *Deliveries to military activities*. Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation.

(b) *Improperly marked material*. When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor to perform the required marking, by contract or otherwise, and charge the Contractor, therefor at the rate specified elsewhere in this contract. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

552.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering activity and the Contractor.

552.211-77 PACKING LIST (FEB 1996) (ALTERNATE I – MAY 2003)

(a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate: (1) Name and address of consignor; (2) Name and complete address of consignee; (3) Ordering activity order or requisition number; (4) Government bill of lading number covering the shipment (if any); and (5) Description of the material shipped, including item number, quantity, number

of containers, and package number (if any).

(b) When payment will be made by Ordering activity commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include: (1) Cardholder name and telephone number; and (2) the term "Credit Card."

552.223-70 HAZARDOUS SUBSTANCES (MAY 1989)

(a) If the packaged items to be delivered under this contract are of a hazardous substance and ordinarily are intended or considered to be for use as a household item, this contract is subject to the Federal Hazardous Substances Act, as amended (15 U.S.C. 1261-1276), implementing regulations thereof (16 CFR Chapter II(c)), and Federal Standard No. 123, Marking for Shipment (Civil Agencies), issue in effect on the date of this solicitation.

(b) The packaged items to be delivered under this contract are subject to the preparation of shipping documents, the preparation of items for transportation, shipping container construction, package making, package labeling, when required, shipper's certification of compliance, and transport vehicle placarding in accordance with Parts 171 through 178 of 49 CFR and the Hazardous Materials Transportation Act.

(c) The minimum packaging acceptable for packaging Department of Transportation regulated hazardous materials shall be those in 49 CFR 173.

552.223-71 NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)

(a) Nonconforming supplies that contain hazardous material or that may expose persons who handle or transport the supplies to hazardous material and which require replacement under the inspection and/or warranty clauses of this contract shall be reshipped to the Contractor at the Contractor's expense. The Contractor agrees to accept return of these nonconforming supplies and to pay all costs occasioned by their return.

(b) "Hazardous materials," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(c) If the Contractor fails to provide acceptable disposition instructions for the nonconforming supplies within 10 days from the date of the Government's request (or such longer period as may be agreed to between the Contracting Officer and the Contractor), or fails to accept return of the reshipped nonconforming supplies, such failure: (1) may be interpreted as a willful failure to perform, (2) may result in termination of the contract for default and (3) shall be considered by the Contracting Officer in determining the responsibility of the Contractor for any future award (see FAR 9.104-3(b) and 9.406-2).

(d) Pending final resolution of any dispute, the Contractor shall promptly comply with the decision of the Contracting Officer.

552.229-70 FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

552.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to $1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, To be determined at the task order level days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is http://acquisition.gov/far/.

Number	Title	Clause/Provision
52.202-1	DEFINITIONS (JUN 2020)	Clause
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)	Clause
52.203-3	GRATUITIES (APR 1984)	Clause
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)	Clause
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)	Clause
52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV 2024)	Clause
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)	Clause
52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)	Clause
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)	Clause
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (NOV 2021) (ALTERNATE IV - OCT 2010)	Clause
52.216-18	ORDERING (AUG 2020)	Clause
52.216-19	ORDER LIMITATIONS (OCT 1995)	Clause
52.216-22	INDEFINITE QUANTITY (OCT 1995)	Clause
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999)	Clause
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	Clause
52.222-49	SERVICE CONTRACT LABOR STANDARDS - PLACE OF PERFORMANCE UNKNOWN (MAY	Clause

	2014)	
52.223-10	WASTE REDUCTION PROGRAM (MAY 2024) (DEVIATION FEB 2025)	Clause
52.223-2	REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024) (DEVIATION FEB 2025)	Clause
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)	Clause
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	Clause
52.224-2	PRIVACY ACT (APR 1984)	Clause
52.224-3	PRIVACY TRAINING (JAN 2017)	Clause
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)	Clause
52.227-14	RIGHTS IN DATA - GENERAL (MAY 2014)	Clause
52.232-17	INTEREST (MAY 2014) (DEVIATION I - MAY 2003)	Clause
52.232-36	PAYMENT BY THIRD PARTY (MAY 2014)	Clause
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	Clause
52.233-1	DISPUTES (MAY 2014)	Clause
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	Clause
52.237-3	CONTINUITY OF SERVICES (JAN 1991)	Clause
52.242-13	BANKRUPTCY (JUL 1995)	Clause
52.242-15	STOP-WORK ORDER (AUG 1989)	Clause
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)	Clause
52.245-1	GOVERNMENT PROPERTY (SEP 2021)	Clause
52.245-9	USE AND CHARGES (APR 2012)	Clause
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996) (DEVIATION I - MAY 2003)	Clause
52.247-32	F.O.B. ORIGIN, FREIGHT PREPAID (FEB 2006)	Clause
52.247-34	F.O.B. DESTINATION (NOV 1991)	Clause
52.247-38	F.O.B. INLAND CARRIER, POINT OF EXPORTATION (FEB 2006)	Clause
52.247-39	F.O.B. INLAND POINT, COUNTRY OF IMPORTATION (APR 1984)	Clause

52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS (JAN 1991)	Clause
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)	Clause
552.211-73	MARKING (FEB 1996)	Clause
552.211-75	PRESERVATION, PACKAGING, AND PACKING (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-77	PACKING LIST (FEB 1996) (ALTERNATE I - MAY 2003)	Clause
552.211-89	NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)	Clause
552.229-71	FEDERAL EXCISE TAX - C GOVERNMENT (SEP 1999)	Clause
552.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2021) (DEVIATION FAR 52.252-6)	Clause

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within by written notice to the Contractor within 30 calendar days before the contract expiration date..

52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996) (DEVIATION - MAY 2003)

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the ordering activity covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the ordering activity during contract performance and for as long afterwards as the contract requires.

(c) The ordering activity has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The ordering activity shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the ordering activity performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the ordering activity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the ordering activity may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the ordering activity may--

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the ordering activity that is directly related to the performance of such service; or

(2) Terminate the contract for default.

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

(a) Definitions. As used in this clause#

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall#

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to X.

552.246-78 INSPECTION AT DESTINATION (JUL 2009)

Inspection of all purchases under this contract will be made at destination by an authorized Government representative.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within To be determined at the task order level; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least To be determined at the task order level days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed To be determined at the task order level (months) (years).

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be —

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor- Management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the

applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee’s employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor‘s employees are required to have routine physical access to a Federally controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR 52.245-1, Government Property, apply to all property acquired under such authorization.

52.245-9 USE AND CHARGES (APR 2012)

(a) *Definitions.* Definitions applicable to this contract are provided in the clause at 52.245-1, Government Property. Additional definitions as used in this clause include:

“Rental period” means the calendar period during which Government property is made available for nongovernmental purposes.

"Rental time" means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) *Use of Government property.* The Contractor may use the Government property without charge in the performance of —

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract —

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) *Rental.* If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.—

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for

computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) *Other Government property.* The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The hourly rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) *Alternative methodology.* The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the “Renegotiation Board Interest Rate” (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government’s acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor’s unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) *Use revocation*. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor’s expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) *Unauthorized use*. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than TBD [*insert dollar figure or quantity*], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor —

(1) Any order for a single item in excess of See SIN Specific Information [*insert dollar figure or quantity*];

(2) Any order for a combination of items in excess of See SIN Specific Information [*insert dollar*

figure or quantity]; or

(3) A series of orders from the same ordering office within TBD days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within TBD days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

Note: Regulation 52.216-19
"Due to a system limitation, a Maximum Order value of $250,000 has been identified for the Order-Level Materials SIN. However, as Order-Level Materials are only acquired in direct support of an individual task or delivery order, the contractor's right to decline an order as outlined in FAR 52.216-19 Order Limitations paragraph (b) Maximum Order shall be based on the SINs that are the primary basis or purpose of the order, not the Maximum Order value associated with the Order-Level Materials SIN.

Additionally, Ordering agencies are reminded that the Maximum Order value identified for a Schedule SIN does not limit the value of an individual task or delivery order. Ordering limitations and procedures applicable to task or delivery orders inclusive of Order-Level Materials are outlined in GSAR 552.238-115, Special Ordering Procedures for the Acquisition of Order-Level Materials."

52.208-9 CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (MAY 2014)

(a) Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from the Committee for Purchase from People Who Are Blind or Severely Disabled (the Committee) under the 41 U.S.C. 8504. Additionally, certain of these supplies are available from the Defense Logistics Agency (DLA), the General Services Administration (GSA), or the Department of Veterans Affairs (VA). The Contractor shall obtain mandatory supplies or services to be provided for Government use under this contract from the specific sources indicated in the contract schedule.

(b) The Contractor shall immediately notify the Contracting Officer if a mandatory source is unable to provide the supplies or services by the time required, or if the quality of supplies or services provided by the mandatory source is unsatisfactory. The Contractor shall not purchase the supplies or services from other sources until the Contracting Officer has notified the Contractor that the Committee or an AbilityOne central nonprofit agency has authorized purchase from other sources.

(c) Price and delivery information for the mandatory supplies is available from the Contracting Officer for the supplies obtained through the DLA/GSA/VA distribution facilities. For mandatory supplies or services that are not available from DLA/GSA/VA, price and delivery information is available from the appropriate central nonprofit agency. Payments shall be made directly to the source making delivery. Points of contact for AbilityOne central nonprofit agencies are:

(1) National Industries for the Blind
1310 Braddock Place
Alexandria, VA 22314-1691
(703) 310-0500

(2) NISH
8401 Old Courthouse Road
Vienna, VA 22182
(571) 226-4660

52.222-7 Withholding of Funds (MAY 2014)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other federally assisted contract subject to prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It Is Not a Wage Determination

Employee Class	Monetary Wage – Fringe Benefits
To be determined at the task order level	To be determined at the task order level
To be determined at the task order level	To be determined at the task order level
To be determined at the task order level	To be determined at the task order level

52.222-49 SERVICE CONTRACT LABOR STANDARDS — PLACE OF PERFORMANCE UNKNOWN (MAY 2014)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: To be determined at the task order level (*insert places or areas*). The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by To be determined at the task order level (*insert time and date*).

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage

determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

52.222-51 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS (MAY 2014)

(a) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations.

(b) The services shall be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(1) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(2) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract shall be the same as that used for these employees and for equivalent employees servicing the same equipment of commercial customers.

(d) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine the applicability of this exemption to any subcontract on or before subcontract award. In making a judgment that the exemption applies, the Contractor shall consider all factors and make an affirmative determination that all of the conditions in paragraphs (a) through (c) of this clause will be met.

(e) If the Department of Labor determines that any conditions for exemption in paragraphs (a) through (c) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures at 29 CFR 4.123(e)(1)(iv) and 29 CFR 4.5(c) will be followed

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for exempt services under this contract.

52.222-53 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS (MAY 2014)

(a) The services under this contract are offered and sold regularly to non-Governmental customers, and are provided by the Contractor to the general public in substantial quantities in the course of normal business operations.

(b) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the Contractor, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to

bargain, which can be substantiated from sources independent of the manufacturer or Contractor.

(c) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract.

(d) The Contractor uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for these employees and for equivalent employees servicing commercial customers.

(e) (1) Except for services identified in FAR 22.1003-4(d)(1)(iv), the subcontractor for exempt services shall be selected for award based on other factors in addition to price or cost with the combination of other factors at least as important as price or cost; or

(2) A subcontract for exempt services shall be awarded on a sole source basis.

(f) The Contractor is responsible for compliance with all the conditions of this exemption by its subcontractors. The Contractor shall determine in advance, based on the nature of the subcontract requirements and knowledge of the practices of likely subcontractors, that all or nearly all likely subcontractors will meet the conditions in paragraphs (a) through (d) of this clause. If the services are currently being performed under a subcontract, the Contractor shall consider the practices of the existing subcontractor in making a determination regarding the conditions in paragraphs (a) through (d) of this clause. If the Contractor has reason to doubt the validity of the certification, the requirements of the Service Contract Labor Standards statute shall be included in the subcontract.

(g) If the Department of Labor determines that any conditions for exemption at paragraphs (a) through (e) of this clause have not been met, the exemption shall be deemed inapplicable, and the contract shall become subject to the Service Contract Labor Standards statute. In such case, the procedures in at 29 CFR 4.123(e)(2)(iii) and 29 CFR 4.5(c) will be followed.

(h) The Contractor shall include the substance of this clause, including this paragraph (h), in subcontracts for exempt services under this contract.

52.227-14 RIGHTS IN DATA--GENERAL (MAY 2014)

(a) *Definitions*. As used in this clause –

“Computer database” or “database” means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software” –

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner's manuals, user's manuals, installation instructions,

operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

“Restricted computer software” means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this

clause.

(2) The Contractor shall have the right to--

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright--

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract*. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor--

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices*. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all

reproductions of the data.

(d) *Release, publication, and use of data*. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except--

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g) (3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may

arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may--

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall--

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights*. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

52.232-17 INTEREST (MAY 2014) (DEVIATION – MAY 2003)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the ordering activity under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the ordering activity transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-36 PAYMENT BY THIRD PARTY (MAY 2014)

(a) *General.*

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(2) The Governmentwide commercial purchase card is not authorized as a method of payment during any period the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at http://fms.treas.gov/debt/ index.html. If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by Governmentwide commercial purchase card.

(b) *Contractor payment request.*

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the Governmentwide commercial purchase card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer

during the period when the purchase card is not authorized.

(c) *Payment*. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) *Documentation.* Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940 (31 U.S.C. 3727, 41 U.S.C. 6305).

(f) *Other payment terms.* The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

Note: Regulation 52.232-36
Proposed prices must be inclusive of all costs associated with acceptance of the Governmentwide commercial purchase card (e.g., payment processing fees). Schedule contractors may not impose a surcharge at the order level for payment by Governmentwide commercial purchase card.

52.233-1 DISPUTES (MAY 2014)

(a) This contract is subject to 41 U.S.C chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding $100,000 is not a claim under 41 U.S.C chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C chapter 71. The submission may be converted to a claim under 41 U.S.C chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding $100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of $50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over $50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

552.223-73 PRESERVATION, PACKAGING, PACKING, MARKING AND LABELING OF HAZARDOUS MATERIALS (HAZMAT) FOR SHIPMENTS (JUN 2015)

(a) *Definition. United States*, as used in this clause, means the 48 adjoining U.S. States, Alaska, Hawaii, and U.S. territories and possessions, such as Puerto Rico.

(b) Preservation, packaging, packing, marking and labeling of hazardous materials for export shipment outside the United States in all transport modes shall comply with the following, as applicable:

(1) International Maritime Dangerous Goods (IMDG) Code as established by the International Maritime Organization (IMO).

(2) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180. (Note: Classifications permitted by the HMR, but not permitted by the IMDG code, such as Consumer Commodities classed as ORM–D, shall be packaged in accordance with the IMDG Code and dual-marked with both Consumer Commodity and IMDG marking and labeling.)

(3) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(4) International Air Transport Association (IATA), Dangerous Goods Regulation and/or International Civil Aviation Organization (ICAO), Technical Instructions.

(5) AFMAN 24–204, Air Force Inter- Service Manual, Preparing Hazardous Materials For Military Air Shipments.

(6) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(c) Preservation, packaging, packing, marking and labeling of hazardous materials for domestic shipments within the United States in all transport modes shall comply with the following; as applicable:

(1) U.S. Department of Transportation (DOT) Hazardous Material Regulation (HMR) 49 CFR parts 171 through 180.

(2) Occupational Safety and Health Administration (OSHA) Regulation 29 CFR part 1910.1200.

(3) Any preservation, packaging, packing, marking and labeling requirements contained elsewhere in this solicitation and contract.

(d) Hazardous Material Packages designated for outside the United States destinations through Forwarding Points, Distribution Centers, or Container Consolidation Points (CCPs) shall comply with the IMDG, IATA, ICAO or AFMAN 24–204 codes, as applicable.

(e) The test certification data showing compliance with performance-oriented packaging or UN-approved packaging requirements shall be made available to GSA contract administration/management representatives or regulatory inspectors upon request.

52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2014)

(a) *Definitions.* As used in this clause –

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned –

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the

contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

552.228-5 GOVERNMENT AS ADDITIONAL INSURED (JAN 2016)

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance–Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

552.211-89 NON-MANUFACTURED WOOD PACKAGING MATERIAL FOR EXPORT (JUL 2016)

(a) *Definitions:*

IPPC Country: Countries of the European Union (EU) or any other country endorsing the International Plant Protection Convention (IPPC) "Guidelines for Regulating Wood Packaging Material in International Trade," approved March 15, 2002. A listing of countries participating in the IPPC is found at http://www.aphis.usda.gov/import_export/plants/plants_exports/wpm/country/index.shtml

Non-Manufactured wood, is also called solid wood and defined as wood packing other than that comprised wholly of wood-based products such as plywood, particle board, oriented strand board, veneer, wood wool, and similar materials, which has been created using glue, heat and pressure or a combination thereof.

Packaged material, and Solid Wood Packing Material (SWPM), for purposes of this clause, is defined as each separate and distinct material that by itself or in combination with other materials forms the container providing a means of protecting and handling a product. This includes, but is not limited to, pallets, dunnage, crating, packing blocks, drums, load boards, pallet collars, and skids.

(b) Non-manufactured wood pallets and other non-manufactured wood packaging material used to pack items for delivery to or through IPPC countries must be marked and properly treated in accordance with IPPC guidelines.

(c) This requirement applies whether the shipment is direct to the end user or through a Government designated consolidation point. Packaging that does not conform to IPPC guidelines will be refused entry, destroyed or treated prior to entry.

(d) For Department of Defense distribution facilities or freight consolidation points, all non-manufactured wood pallets or packaging material with a probability of entering countries endorsing the IPPC Guidelines must be treated and marked in accordance with DLA 47.305-1 (available at http://farsite.hill.af.mil/archive/Dlad/Rev5/PART47.htm), and MIL-STD-2073-1, Standard Practice for Military Packaging (and any future revision).

(e) Pallets and packing material shipped to FAS distribution facilities designated for possible delivery to the countries endorsing the IPPC Guidelines will comply with DLAD 47.305-1, and MIL-STD-2073-1.

(f) Delays in delivery caused by non-complying pallets or wood package material will not be considered as beyond the control of the Contractor. Any applicable Government expense incurred as a result of the Contractor's failure to provide appropriate pallets or package material shall be reimbursed by the Contractor. Expenses may include the applicable cost for repackage, handling and return shipping, or the destruction of solid wood packaging material.

52.224-3 PRIVACY TRAINING (JAN 2017)

(a) *Definition*. As used in this clause, "personally identifiable information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (*See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource*).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who–

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c) (1) Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover —

(i) The provisions of the Privacy Act of 1974 (5 U.S.C. 552a), including penalties for violations of the Act;

(ii) The appropriate handling and safeguarding of personally identifiable information;

(iii) The authorized and official use of a system of records or any other personally identifiable information;

(iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;

(v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and

(vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).

(2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle

personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will–

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

(a) *Definitions*. As used in this clause —

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Untimely payment means a payment that is more than 90 days past due under the terms and conditions of a subcontract, for supplies and services for which the Government has paid the prime contractor.

(b) *Notice*. The Contractor shall notify the Contracting Officer, in writing, not later than 14 days after —

(1) A small business subcontractor was entitled to payment under the terms and conditions of the subcontract; and

(2) The Contractor —

(i) Made a reduced or untimely payment to the small business subcontractor; or

(ii) Failed to make a payment, which is now untimely.

(c) *Content of notice*. The Contractor shall include the reason(s) for making the reduced or untimely payment in any notice required under paragraph (b) of this clause.

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)

(a) Definition.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1–September 30) under this contract for orders that exceed the thresholds established in 4.1703(a)(2).

(c) The Contractor shall report the following information:

(1) Contract number and order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f) (1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

(i) Subcontract number (including subcontractor name and unique entity identifier), and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (AUG 2018)

(a) *Definition.*—"Site of the work"—

(1) Means—

(i) *The primary site of the work*. The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) *The secondary site of the work, if any*. Any other site where a significant portion of the building or work is constructed, provided that such site is—

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project;

and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b) (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

(c) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs (c)(2) and (c)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

52.222-8 Payrolls and Basic Records (AUG 2018)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) (Construction Wage Rate Requirement statute)), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Construction Wage Rate Requirements, that the

wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph(a) of this clause, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division website at http://www.dol.gov/whd/forms/wh347.pdf. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Prime Contractor to require a subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the Contracting Officer.

Superintendent of Documents
U.S. Government Printing Office
Washington, DC 20402

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify —

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or

subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

52.222-31 CONSTRUCTION WAGE RATE REQUIREMENTS - PRICE ADJUSTMENT (PERCENTAGE METHOD) (AUG 2018)

(a) The wage determination issued under the Construction Wage Rate Requirements statute by the Administrator, Wage and Hour Division, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) The Contracting Officer will adjust the portion of the contract price or contract unit price(s) containing the labor costs subject to the Construction Wage Rate Requirements statute to provide for an increase in wages and fringe benefits at the exercise of each option to extend the term of the contract in accordance with the following procedures:

(1) The Contracting Officer has determined that the portion of the contract price or contract unit price(s) containing labor costs subject to the Construction Wage Rate Requirements statute is _____ [*Contracting Officer insert percentage rate*] percent.

(2) The Contracting Officer will increase the portion of the contract price or contract unit price(s) containing the labor costs subject to the Construction Wage Rate Requirements statute by the percentage rate published in _____ [*Contracting Officer insert publication*].

(c) The Contracting Officer will make the price adjustment at the exercise of each option to extend the term of the contract. This adjustment is the only adjustment that the Contracting Officer will make to cover any increases in wages and benefits as a result of—

(1) Incorporation of the Department of Labor’s wage determination applicable at the exercise of the option to extend the term of the contract;

(2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or

(3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Construction Wage Rate Requirements statute.

52.222-30 CONSTRUCTION WAGE RATE REQUIREMENTS - PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (AUG 2018)

(a) The wage determination issued under the Construction Wage Rate Requirements statute by the Administrator, Wage and Hour Division, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) The Contracting Officer will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of —

(1) Incorporation of the Department of Labor's wage determination applicable at the exercise of the option to extend the term of the contract;

(2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or

(3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Construction Wage Rate Requirements statute.

52.222-32 CONSTRUCTION WAGE RATE REQUIREMENTS – PRICE ADJUSTMENT (ACTUAL METHOD) (AUG 2018)

(a) The wage determination issued under the Construction Wage Rate Requirements statute by the Administrator, Wage and Hour Division, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) (1) The Contractor states that if the prices in this contract contain an allowance for wage or benefit increases, such allowance will not be included in any request for contract price adjustment submitted under this clause.

(2) The Contractor shall provide with each request for contract price adjustment under this clause a statement that the prices in the contract do not include any allowance for any increased cost for which adjustment is being requested.

(c) The Contracting Officer will adjust the contract price or contract unit price labor rates to reflect the Contractor's actual increase or decrease in wages and fringe benefits to the extent that the increase is made to comply with, or the decrease is voluntarily made by the Contractor as a result of —

(1) Incorporation of the Department of Labor's Construction Wage Rate Requirements wage determination applicable at the exercise of an option to extend the term of the contract; or

(2) Incorporation of a Construction Wage Rate Requirements wage determination otherwise applied to the contract by operation of law.

(d) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(e) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a revised wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall notify the Contracting Officer promptly of any decrease under this clause, but nothing in this clause precludes the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the Contracting Officer may reasonably require. Upon agreement of the parties, the Contracting Officer will modify the contract price or contract unit price in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(f) Contract price adjustment computations shall be computed as follows:

(1) Computation for contract unit price per single craft hour for schedule of indefinite-quantity work. For each labor classification, the difference between the actual wage and benefit rates (combined) paid and the wage and benefit rates (combined) required by the new wage determination shall be added to the original contract unit price if the difference results in a combined increase. If the difference computed results in a combined decrease, the contract unit price shall be decreased by that amount if the Contractor provides notification as provided in

paragraph (e) of this clause.

(2) Computation for contract unit price containing multiple craft hours for schedule of indefinite-quantity work. For each labor classification, the difference between the actual wage and benefit rates (combined) paid and the wage and benefit rates (combined) required by the new wage determination shall be multiplied by the actual number of hours expended for each craft involved in accomplishing the unit-priced work item. The product of this computation will then be divided by the actual number of units ordered in the preceding contract period. The total of these computations for each craft will be added to the current contract unit price to obtain the new contract unit price. The extended amount for the line item will be obtained by multiplying the new unit price by the estimated quantity. If actual hours are not available from the preceding contract period for computation of the adjustment for a specific contract unit of work, the Contractor, in agreement with the Contracting Officer, shall estimate the total hours per craft per contract unit of work.

Example: Asphalt Paving—Current Price $3.38 per Square Yard										
DBA Craft	**New WD**		**Hourly rate paid**		**Diff.**		**Actual Hrs**	**Actual units (sq. yard)**		**Increase /sq yard**
Equip. Opr.	$18.50	–	$18.00	=	$.50	×	600 hrs./	3,000 sq. yrd.	=	$.10
Truck Driver	$19.00	–	$18.25	=	$.75	×	525 hrs./	3,000 sq. yrd.	=	$.13
Laborer	$11.50	–	$11.25	=	$.25	×	750 hrs./	3,000 sq. yrd.	=	$.06
									Total increase per square yard =	$.29*
* Note: Adjustment for labor rate increases or decreases may be accompanied by social security and unemployment taxes and workers' compensation insurance.										
Current unit price Add DBA price adj. New unit price		=	$3.38 + .29 $3.67	per square yard per square yard						

52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)

(a) *Definitions*. As used in this clause –

Contractor when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

Service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor.

(b) *Applicability*. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.* (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section

6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this paragraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraphs (b)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under the contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to Furnish Fringe Benefits*. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum Wage*. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor Contracts*. If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract

(53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees*. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) *Safe and Sanitary Working Conditions*. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of the service employee. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records*. (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute —

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor will permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay Periods*. The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except

as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of Payments and Termination of Contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontract*s. The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective Bargaining Agreements Applicable to Service Employees*. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority List*. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent prime Contractor shall furnish to the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Ruling and Interpretations*. Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's Certification*. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, Tolerances, and Exemptions Involving Employment*. Notwithstanding any of the

provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips*. An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed $1.34 per hour beginning January 1, 1981. To use this provision —

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) *Disputes Concerning Labor Standards*. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes

shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Note: Regulation 52.222-41
NOTE: This clause does not apply to the following 5 subcategories under Large Category C - Furniture and Furnishings: Office Furniture; Healthcare Furniture; Household, Dormitory & Quarters Furniture; Packaged Furniture; Miscellaneous Furniture.

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The Contractor chose to pay $4.10. The new wage determination increases the minimum rate to $4.50 per hour. Even if the Contractor voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour;

(2) An increase or decrease wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any

decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment in its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

(a) *Definitions*. As used in this clause —

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"'*Registered in the System for Award Management (SAM)*" means that —

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into SAM;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204–7 with its Alternate I, and the

Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d) (1) (i) If a Contractor has legally changed its business name or *doing business* as name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to —

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ''Suspension of Payment'' paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov. for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at https://www.sam.gov.

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity

Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via https://www.sam.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111–212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments —

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by —

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for —

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209–9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111–212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information*. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment*. If the Contractor’s EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor’s EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor’s EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that

shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information*. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in SAM.

552.238-107 TRAFFIC RELEASE (SUPPLIES) (MAY 2019)

Supplies ordered by GSA for export will not be shipped by the Contractor until shipping instructions are received from GSA. To obtain shipping instructions, the Contractor shall forward completed copies of GSA Form 1611, Application for Shipping Instructions and Notice of Availability, to the GSA office designated on the purchase order at least 15 days prior to the anticipated shipping date. Copies of GSA Form 1611 will be furnished to the Contractor with the purchase order. Failure to comply with this requirement could result in nonacceptance of the material by authorities at the port of exportation. When supplies for export are ordered by other Government agencies the Contractor should obtain shipping instructions from the ordering agency.

552.238-86 DELIVERY SCHEDULE (MAY 2019)

(a) *Time of delivery*. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the offered delivery time exceed the Contractor's normal business practice. The Government requires the Contractor's normal delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below [*The contracting officer shall insert the solicited items or Special Item Numbers (SIN) as well as a reasonable delivery time that corresponds with each item or SIN, if known*]:

Items or group of items (special item no. or nomenclature)

_____

Government's stated delivery time (days ARO)

_____

Contractor's delivery time

_____

(b) *Expedited delivery times*. For those items that can be delivered quicker than the delivery times in paragraph (a) of this clause, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

Items or group of items (special item no. or nomenclature)

_____

Expedited delivery time (hours/days ARO)

_____

(c) Overnight and 2-Day delivery times. Ordering activities may require overnight or 2-day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FSS price list details concerning this service.

552.238-89 DELIVERIES TO THE U.S. POSTAL SERVICE (MAY 2019)

(a) *Applicability*. This clause applies to orders placed for the U.S. Postal Service (USPS) and accepted by the Contractor for the delivery of supplies to a USPS facility (consignee).

(b) *Mode/method of transportation*. Unless the Contracting Officer grants a waiver of this requirement, any shipment that meets the USPS requirements for mailability (i.e., 70 pounds or less, combined length and girth not more than 108 inches, etc.) delivery shall be accomplished via the use of the USPS. Other commercial services shall not be used, but this does not preclude the Contractor from making delivery by the use of the Contractor's own vehicles.

(c) *Time of delivery*. Notwithstanding the required time for delivery to destination as may be specified elsewhere in this contract, if shipments under this clause are mailed not later than five (5) calendar days before the required delivery date, delivery shall be deemed to have been made timely.

552.238-90 CHARACTERISTICS OF ELECTRIC CURRENT (MAY 2019)

Contractors supplying equipment which uses electrical current are required to supply equipment suitable for the electrical system at the location at which the equipment is to be used as specified on the order.

552.238-91 MARKING AND DOCUMENTATION REQUIREMENTS FOR SHIPPING (MAY 2019)

(a) *Responsibility*. It shall be the responsibility of the ordering activity to determine the full marking and documentation requirements necessary under the various methods of shipment authorized by the contract.

(b) *Documentation*. In the event the ordering activity fails to provide the essential information and documentation, the Contractor shall, within three days after receipt of order, contact the ordering activity and advise them accordingly. The Contractor shall not proceed with any shipment requiring transshipment via U.S. Government facilities without the prerequisites stated in paragraph (c) of this section.

(c) *Direct shipments*. The Contractor shall mark all items ordered against this contract with indelible ink, paint or fluid, as follows:

(1) Traffic Management or Transportation Officer at FINAL destination.

(2) Ordering Supply Account Number.

(3) Account number.

(4) Delivery Order or Purchase Order Number.

(5) National Stock Number, if applicable; or Contractor's item number.

(6) Box _____ of _____ Boxes.

(7) Nomenclature (brief description of items).

552.238-92 VENDOR MANAGED INVENTORY (VMI) PROGRAM (MAY 2019)

(a) The term “Vendor Managed Inventory” describes a system in which the Contractor monitors and maintains specified inventory levels for selected items at designated stocking points. VMI enables the Contractor to plan production and shipping more efficiently. Stocking points benefit from reduced inventory but steady stock levels.

(b) Contractors that commercially provide a VMI-type system may enter into similar partnerships with ordering agencies under a Blanket Purchase Agreement.

552.238-93 ORDER ACKNOWLEDGMENT (MAY 2019)

Contractors shall acknowledge only those orders which state “Order Acknowledgment Required.” These orders shall be acknowledged within 10 calendar days after receipt. Such acknowledgment shall be sent to the ordering activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

552.238-94 ACCELERATED DELIVERY REQUIREMENTS (MAY 2019)

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, the ordering activity is encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within three (3) business days after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

552.238-95 SEPARATE CHARGE FOR PERFORMANCE ORIENTED PACKAGING (POP) (MAY 2019)

(a) Offerors are requested to list the hazardous material item to which the separate charge applies in the spaces provided in this paragraph or on a separate attachment. The final price shall be quoted separately at the order level and, if considered reasonable, will be accepted as part of the order.

ITEMS	
SINS or Descriptive Name of Articles (as appropriate)	Charge for Performance Oriented

(b) Ordering activities will not be obligated to utilize the Contractor's services for Performance Oriented Packaging, and they may obtain such services elsewhere if desired. However, the Contractor shall provide items in Performance Oriented Packaging when such packing is specified on the delivery order. The Contractor's contract price and the charge for Performance Oriented Packaging will be

shown as separate entries on the delivery order.

552.238-96 SEPARATE CHARGE FOR DELIVERY WITHIN CONSIGNEE'S PREMISES (MAY 2019) 538.273(d)(20)

(a) Offerors are requested to insert, in the spaces provided below or by attachment hereto, a separate charge for “Delivery Within Consignee's Premises” applicable to each shipping container to be shipped. (Articles which are comparable in size and weight, and for which the same charge is applicable, should be grouped under an appropriate item description.) These additional charges will be accepted as part of the award, if considered reasonable, and shall be included in the Contractor's published catalog and/or price list.

(b) Ordering activities are not obligated to issue orders on the basis of “Delivery Within Consignee's Premises,” and Contractors may refuse delivery on that basis provided such refusal is communicated in writing to the ordering activity issuing such orders within 5 days of the receipt of such order by the Contractor and provided further, that delivery is made in accordance with the other delivery requirements of the contract. Failure of the Contractor to submit this notification within the time specified shall constitute acceptance to furnish “Delivery Within Consignee's Premises” at the additional charge awarded. When an ordering activity issues an order on the basis of “Delivery Within Consignee's Premises” at the accepted additional charge awarded and the Contractor accepts such orders on that basis, the Contractor will be obligated to provide delivery “F.o.b. Destination, Within Consignee's Premises” in accordance with FAR 52.247-35, which is then incorporated by reference, with the exception that an additional charge as provided herein is allowed for such services. Unless otherwise stipulated by the Offeror, the additional charges awarded hereunder may be applied to any delivery within the 48 contiguous States and the District of Columbia.

(c) When exercising their option to issue orders on the basis of delivery service as provided herein, ordering activities will specify “Delivery Within Consignee's Premises” on the order, and will indicate the exact location to which delivery is to be made. The Contractor's delivery price and the additional charge(s) for “Delivery Within Consignee's Premises” will be shown as separate entries on the order..

ITEMS	
(NSNs or Special Item Numbers or Descriptive Name of Articles)	Additional Charge (Per shipping container) FOR “DELIVERY WITHIN CONSIGNEE'S PREMISES”

552.238-100 TRANSSHIPMENTS (MAY 2019)

(a) The Contractor shall complete two (2) DD Forms 1387, Military Shipment Labels and, if applicable, four copies of DD Form 1387-2, Special Handling/Data Certification-used when shipping chemicals, dangerous cargo, etc.

(1) Two copies of the DD Form 1387 will be attached to each shipping container delivered to the port Transportation Officer for subsequent transshipment by the Government as otherwise provided for under the terms of this contract.

(2) These forms will be attached to one end and one side, not on the top or bottom, of the container.

(3) The Contractor will complete the bottom line of these forms, which pertains to the number of pieces, weight and cube of each piece, using U.S. weight and cubic measures. Weights will be rounded off to the nearest pound. (One kg = 2.2 U.S. pounds; one cubic meter = 35.3156 cubic

feet.)

(b) In addition, if the cargo consists of chemicals, or is dangerous, one copy of the DD Form 1387-2 will be attached to the container, and three copies will be furnished to the Transportation Officer with the Bill of Lading.

(c) Dangerous cargo will not be intermingled with non-dangerous cargo in the same container.

(d) Copies of the above forms and preparation instructions will be obtained from the ordering activity issuing the Delivery Order. Reproduced copies of the forms are acceptable.

(e) Failure to include DD Form 1387, and DD Form 1387-2, if applicable, on each shipping container will result in rejection of shipment by the port Transportation Officer.

552.238-101 FOREIGN TAXES AND DUTIES (MAY 2019)

Prices offered must be net, delivered, f.o.b. to the destinations accepted by the Government.

(a) The Contractor warrants that such prices do not include any tax, duty, customs fees, or other foreign Governmental costs, assessments, or similar charges from which the U.S. Government is exempt.

(b) Standard commercial export packaging, including containerization, if necessary, packaging, preservation, and/or marking are included in the pricing offered and accepted by the Government.

552.238-102 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAY 2019)

(a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and price lists, must reflect all terms and conditions in the English language.

(b) U.S. dollar equivalency, if applicable, will be based on the rates published in the “Treasury Reporting Rates of Exchange” in effect as of the date of the agency's purchase order or in effect during the time period specified elsewhere in this contract.

552.238-103 ELECTRONIC COMMERCE (MAY 2019)

(a) General background. The Federal Acquisition Streamlining Act (FASA) of 1994 requires the Government to evolve its acquisition process from one driven by paper to an expedited process based on electronic commerce/electronic data interchange (EC/EDI). EC/EDI encompasses more than merely automating manual processes and eliminating paper transactions. EC/EDI improves business processes (e.g. procurement, finance, logistics) into a fully electronic environment and fundamentally changes the way organizations operate.

(b) Trading partners and Value-Added Networks (VAN's).

(1) Within the electronic commerce architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and Contractors (now known as “trading partners”). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's).

(2) EDI can be performed using commercially available hardware, software, and telecommunications. The selection of a VAN is a business decision Contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If the VAN only provides communications services, you may also need a

software translation package.

(c) Registration instructions. To perform EDI with the Government, Contractors shall register as a trading partner. Contractors will provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners is the Systems for Award Management (SAM) http://www.sam.gov. Contractors shall follow the instructions on the SAM website regarding how to register for EDI.

(d) Implementation conventions. All EDI transactions must comply with the Federal Implementation Conventions (ICs). The ICs are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the INTERNET at http://www.nist.gov/itl. ICs are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) Additional information. GSA has additional information available for Contractors who are interested in using EC/EDI on its website, http://www.gsa.gov.

(f) GSA Advantage!®.

(1) GSA Advantage!® uses electronic commerce to receive catalogs, invoices and text messages; and to send purchase orders, application advice, and functional acknowledgments. GSA Advantage!® enables customers to:

(i) Perform database searches across all contracts by manufacturer; manufacturer's model/part number; Contractor; and generic supply categories.

(ii) Generate EDI delivery orders to Contractors, generate EDI delivery orders from the Federal Supply Service to Contractors, or download files to create their own delivery orders.

(iii) Use the credit card.

(2) GSA Advantage!® may be accessed via the GSA Home Page. The Internet address is: http://www.gsa.gov.

Note: Regulation 552.238-103
Note: All contractors are required to comply with GSA's established catalog submission and maintenance rules to ensure accurate and complete electronic commerce representation. Detailed instructions and guidance can be found in the FAS Catalog Platform (FCP) Help Page at: https://catalog.gsa.gov/help.

552.238-104 DISSEMINATION OF INFORMATION BY CONTRACTOR (MAY 2019)

The Government will provide the Contractor with a single copy of the resulting Federal Supply Schedule contract award documents. However, it is the responsibility of the Contractor to furnish all sales outlets authorized to participate in the performance of the contract with the terms, conditions, pricing schedule, and other appropriate information.

552.238-106 INTERPRETATION OF CONTRACT REQUIREMENTS (MAY 2019)

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the

Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

552.238-70 COVER PAGE FOR WORLDWIDE FEDERAL SUPPLY SCHEDULES (MAY 2019) FOR ALL GEOGRAPHIC AREAS

Solicitation No. 47QSMD20R0001 Refresh 0029

Federal Supply Schedule Contract for All Geographic Areas.

(a) Federal Supply Classification (FSC) GROUP: Various
PART: Various
SECTION: Various
SUPPLY: Various
FSC CLASS(ES)/PRODUCT CODE(S)/NAICS: Various

(b) STANDARD INDUSTRY GROUP: Various
SERVICE: Various
SERVICE CODE(S)/NAICS: Various

552.238-79 CANCELLATION (MAY 2019)

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

552.238-81 PRICE REDUCTIONS (MAY 2019)

(a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.

(c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor

(i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;

(ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or

(iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.

(2) The Contractor shall offer the price reduction to the eligible ordering activity with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d) There shall be no price reduction for sales —

(1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;

(2) To Federal agencies;

(3) Made to Eligible Ordering Activities identified in GSAR Clause 552.238-113 when the order is placed under this contract (and the Eligible Ordering Activities identified in GSAR Clause 552.238-113 is the agreed upon customer or category of customer that is the basis of award); or

(4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.

(e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.

(f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

(g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

Note: Regulation 552.238-81
This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-81 Alternate I.

552.238-81 PRICE REDUCTIONS (MAY 2019) (ALTERNATE I - APR 2014)

(a) The Government may request from the Contractor, and the Contractor may provide to the Government, a temporary or permanent price reduction at any time during the contract period.

(b) The Contractor may offer the Contracting Officer a voluntary price reduction at any time during the contract period.

Note: Regulation 552.238-81
This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.238-83 EXAMINATION OF RECORDS BY GSA (FEDERAL SUPPLY SCHEDULES) (MAY 2019)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the contractor involving transactions related to this contract for overbillings, billing errors, compliance with contract clauses 552.238-81, Price Reductions and 552.238-80, Industrial Funding Fee and Sales Reporting. This authority shall expire 3 years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

Note: Regulation 552.238-83
The types of books, documents, papers and records shall include but are not to be limited to:

- Eligible users of the GSA Sources of Supply and Services, as defined by OGP 4800.2I and/or subsequent orders,
- Basis of Award customers, 552.238-81 Price Reductions, and 552.238-80 Industrial Funding Fee and Sales Reporting,
- Verifying CSP-1 Form accuracy and completeness,
- GSA MAS Contractor Team Arrangements (CTAs), and
- Authorized Dealers incorporated into the MAS contract by the Contracting Officer.

552.238-84 DISCOUNTS FOR PROMPT PAYMENT (MAY 2019)

(a) Discounts for early payment (hereinafter referred to as “discounts” or “the discount”) will be considered in evaluating the relationship of the Offeror's concessions to the Government vis-a-vis the Offeror's concessions to its commercial and Federal non-schedule customers, but only to the extent indicated in this clause.

(b) Discounts will not be considered to determine the low Offeror in the situation described in the “Offers on Identical Products” provision of this solicitation.

(c) Uneconomical discounts will not be considered as meeting the criteria for award established by the Government. In this connection, a discount will be considered uneconomical if the annualized rate of return for earning the discount is lower than the “value of funds” rate established by the Department of the Treasury and published quarterly in the Federal Register. The “value of funds” rate applied will be the rate in effect on the date specified for the receipt of offers.

(d) Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract. Discounts offered will be taken by the ordering activity if payment is made within the discount period specified.

(e) Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.

(f) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

552.238-85 CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2019)

(a) The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to

(1) Comply with the same terms and conditions as the Contractor for sales made under the contract;

(2) Maintain a system of reporting sales under the contract to the manufacturer, which includes

(i) The date of sale;

(ii) The ordering activity to which the sale was made;

(iii) The service or supply/model sold;

(iv) The quantity of each service or supply/model sold;

(v) The price at which it was sold, including discounts; and

(vi) All other significant sales data.

(3) Be subject to audit by the Government, with respect to sales made under the contract; and

(4) Place orders and accept payments in the name of the Contractor in care of the dealer.

(b) An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

552.238-87 DELIVERY PRICES (MAY 2019)

(a) Prices offered must cover delivery as provided below to destinations located within the 48 contiguous States and the District of Columbia.

(1) Delivery to the door of the specified Government activity by freight or express common carriers on articles for which store-door delivery is provided, free or subject to a charge, pursuant to regularly published tariffs duly filed with the Federal and/or State regulatory bodies governing such carrier; or, at the option of the Contractor, by parcel post on mailable articles, or by the Contractor's vehicle. Where store-door delivery is subject to a charge, the Contractor shall place the notation “Delivery Service Requested” on bills of lading covering such shipments, and pay such charge and add the actual cost thereof as a separate item to his invoice.

(2) Delivery to siding at destinations when specified by the ordering office, if delivery is not covered under paragraph (a)(1) of this section.

(3) Delivery to the freight station nearest destination when delivery is not covered under paragraph (a)(1) or (2) of this section.

(b) The Offeror shall indicate in the offer whether or not prices submitted cover delivery f.o.b. destination in Alaska, Hawaii, and the Commonwealth of Puerto Rico.

(c) When deliveries are made to destinations outside the contiguous 48 States; i.e., Alaska, Hawaii, and the Commonwealth of Puerto Rico, and are not covered by paragraph (b), above, the following conditions will apply:

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from point of exportation to destination in Alaska, Hawaii, or the Commonwealth of Puerto Rico, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering agencies to furnish Government bills of lading.

552.238-97 PARTS AND SERVICE (MAY 2019)

(a) For equipment under items listed in the schedule of items or services on which offers are submitted, the Contractor represents by submission of this offer that parts and services (including the performing of warranty or guarantee service) are now available from dealers or distributors serving the areas of ultimate overseas destination or that such facilities will be established and will be maintained throughout the contract period. If a new servicing facility is to be established, the facility shall be established no later than the beginning of the contract period.

(b) Each Contractor shall be fully responsible for the services to be performed by the named servicing facilities, or by such facilities to be established, and fully guarantees performance of such services if the original service proves unsatisfactory.

(c) Contractors are requested to provide the Ordering Activity, the names and addresses of all supply and service points maintained in the geographic area in which the Contractor will perform. Please indicate opposite each point whether or not a complete stock of repair parts for items offered is carried at that point, and whether or not mechanical service is available.

552.238-98 CLAUSES FOR OVERSEAS COVERAGE (MAY 2019)

(a) 52.214-34 Submission of Offers in the English Language

(b) 52.214-35 Submission of Offers in U.S. Currency

(c) 552.238-90 Characteristics of Electric Current

(d) 552.238-91 Marking and Documentation Requirements Per Shipment

(e) 552.238-97 Parts and Service

(f) 552.238-99 Delivery Prices Overseas

(g) 552.238-100 Transshipments

(h) 552.238-101 Foreign Taxes and Duties

(i) 52.247-34 FOB Destination

(j) 52.247-38 FOB Inland Carrier, Point of Exportation

(k) 52.247-39 FOB Inland Point, Country of Importation

552.238-99 DELIVERY PRICES OVERSEAS (MAY 2019)

(a) Prices offered must cover delivery to destinations as provided as follows:

(1) Direct delivery to consignee. F.O.B. Inland Point, Country of Importation (FAR 52.247-39). (Offeror should indicate countries where direct delivery will be provided.)

(2) Delivery to overseas assembly point for transshipment when specified by the ordering activity, if delivery is not covered under paragraph (1), above.

(3) Delivery to the overseas port of entry when delivery is not covered under paragraph (a)(1) or (2) of this section.

(b) Geographic area(s)/countries/zones which are intended to be covered must be identified in the offer.

52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014)

(a) By entering into this contract, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C.1001.

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988) 22.407(a)

The Contractor shall comply with the requirements of 29 CFR Part3, which are hereby incorporated by reference in this contract.

52.222-11 SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)

(a) *Definition*. "Construction, alteration or repair," as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation –

(1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;

(2) Painting and decorating;

(3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;

(4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the FAR clause at 52.222-6, *Construction Wage Rate Requirements* of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of the work" definition; and

(5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, *Construction Wage Rate Requirements*, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at 52.222-6, in the "site of the work" definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled –

(1) Construction Wage Rate Requirements;

(2) Contract Work Hours and Safety Standards-Overtime Compensation (if the clause is included in this contract);

(3) Apprentices and Trainees;

(4) Payrolls and Basic Records;

(5) Compliance with Copeland Act Requirements;

(6) Withholding of Funds;

(7) Subcontracts (Labor Standards);

(8) Contract Termination-Debarment;

(9) Disputes Concerning Labor Standards;

(10) Compliance with Construction Wage Rate Requirements and Related Regulations; and

(11) Certification of Eligibility.

(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d) (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

52.222-12 CONTRACT TERMINATION-DEBARMENT (MAY 2014)

A breach of the contract clauses entitled Construction Wage Rate Requirements, Contract Work Hours and Safety Standards-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Construction Wage Rate Requirements and Related Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014) 22.407(a)

All rulings and interpretations of the Construction Wage Rate Requirements and related statutes contained in 29 CFR parts 1, 3, and 5 are hereby incorporated by reference in this contract.

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2019) (ALT I SEP 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

[Contracting Officer to insert name, address, telephone number, and email address for the Agency Ombudsman or provide the URL address where this information may be found.]

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order:

[The ordering activity's contracting officer to insert the name, address, telephone number, and email address for the ordering activity's Ombudsman or provide the URL address where this information may be found.]

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

End of clause

52.219-13 NOTICE OF SET-ASIDE OF ORDERS (MAR 2020)

(a) The Contracting Officer may set aside orders for the small business concerns identified in 19.000(a)(3).

(b) The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its

restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

End of clause

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (MAR 2020)

(a) *Definition.*

"*Small business concern*," as used in this clause, means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to —

(1) Contracts that have been totally set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

End of clause

552.238-77 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LISTS (MAR 2020)

(a) The Contractor shall submit its Authorized Federal Supply Schedule Price List on a common-use electronic medium as prescribed by GSA. Some structured data entry in a prescribed format may be required.

(b) Eligible ordering activities will utilize GSA’s online shopping and ordering system to review a Contractors’ price lists.

End of clause

Note: Regulation 552.238-77
Contractors must follow the detailed guidance and requirements provided in the Requirements after getting a MAS contract page (https://www.gsa.gov/buy-through-us/purchasing-programs/multiple-award-schedule/help-with-mas-contracts-to-sell-to-government/requirements-after-getting-a-mas-contract?gsaredirect=mascontractrequirements) when submitting electronic data for inclusion on the GSA Advantage! website.

52.202-1 DEFINITIONS (JUN 2020)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

(a) The solicitation, or amended solicitation, provides a different definition;

(b) The contracting parties agree to a different definition;

(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;

(d) The word or term is defined in FAR part 31, for use in the cost principles and procedures; or

(e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

(a) *Definitions.* As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

"Month of award" means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d) (1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (Federal Acquisition Regulation (FAR) provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if –

(i) In the Contractor's preceding fiscal year, the Contractor received –

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

(2) *First-tier subcontract information*. Unless otherwise directed by the Contracting Officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award, the Contractor shall report the following information at http://www.fsrs.gov for that first-tier subcontract. (The Contractor shall follow the instructions at http://www.fsrs.gov to report the data.)

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor*. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract valued at or above the threshold specified in FAR 4.1403(a) on the date of subcontract award, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at http://www.fsrs.gov, if -

(i) In the subcontractor's preceding fiscal year, the subcontractor received –

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value below the threshold specified in FAR 4.1403(a), on the date of subcontract award to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g) (1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at http://www.fsrs.gov will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

(a) *Definition*. As used in this clause-

Commercial and Government Entity (CAGE) code means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract for each location of contract, including subcontract, performance. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at https://cage.dla.mil. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at http://www.nato.int/structur/AC/135/main/links/contacts.htm) or NSPA at https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at https://cage.dla.mil.

(f) If the contract includes Federal Acquisition Regulation clause 52.204-2, Security Requirements, the contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60– 741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(a) *Definitions.* As used in this clause -

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60–300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(a) *Definitions.* As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR) 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS–4212 "Federal Contractor Veterans' Employment Report" (see "VETS–4212 Federal Contractor Reporting" and "Filing Your VETS–4212 Report" at http://www.dol.gov/vets/vets4212.htm).

(d) The Contractor shall file VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12–month period preceding the ending date selected for the report. Contractors may select an ending date-

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (MaY 2020)

(a) Definitions. As used in this clause--

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) *General*.

(1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see https://aoprals.state.gov/); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security

mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources

appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at http://www.travel.state.gov.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable

requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The To be determined at the task order level [*Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc,*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses*. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as

ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery*.

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs*. Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2) (i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) *Changes*. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in

place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations;or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see https://aoprals.state.gov/);or

(ii) That the Contracting Officer has indicated is subject to this clause.

52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from TBD through TBD.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered “issued” when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

52.228-3 WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)

(a) The Contractor shall

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers’ compensation insurance or qualifying as a

self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C.1651, *etseq.*), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;

(2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203);

(3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232);

(4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419);

(5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251);

(6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment Of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234);

(7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c) and (g), 20 CFR 702.234 and 702.235); and

(8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

(b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see http://www.dol.gov/owcp/dlhwc/lsdba.htm.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

(End of clause)

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

52.204-2 SECURITY REQUIREMENTS (MAR 2021)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with –

(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (32 CFR part 117); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all

subcontracts under this contract that involve access to classified information.

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2020)

(a) *Reporting of Federal Supply Schedule Sales*. The Contractor shall report all contract sales under this contract as follows:

(1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this contract by calendar quarter (January 1-March 31, April 1- June 30, July 1-September 30, and October 1-December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The acceptable points at which sales may be reported include–

(i) Receipt of order;

(ii) Shipment or delivery, as applicable;

(iii) Issuance of an invoice; or

(iv) Payment.

(2) Contract sales shall be reported to Federal Acquisition Services (FAS) within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including "zero" sales, through physical completion of the last outstanding task order or delivery order of the contract.

(3)) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.

(4) The Contractor shall electronically report the quarterly dollar value of sales, including “zero” sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration (GSA)’s Federal Acquisition Service (FAS). Prior to using this automated system, the Contractor shall complete contract registration with the FAS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.

(5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the “Treasury Reporting Rates of Exchange” issued by the U.S. Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874-7994, Internet: http://www.fiscal.treasury.gov/fsreports/rpt/treasRptRateExch/treasRptRateExch_home.htm.

(b) The Contractor shall remit the IFF at the rate set by GSA’s FAS.

(1) The Contractor shall remit the IFF to FAS in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.

(2) The IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA's FAS. GSA's FAS has the unilateral right to change the percentage at any time, but not more than once per year. FAS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FAS for the costs of operating the Federal Supply Schedules Program. FAS recoups its operating costs from ordering activities as set forth in 40 U.S.C. 321: Acquisition Services Fund. Net operating revenues generated by the IFF are also applied to fund initiatives benefitting other authorized FAS programs, in accordance with 40 U.S.C. 321. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. FAS will post notice of the current IFF at https://srp.fas.gsa.gov/ or successor website as appropriate.

(c) Within 60 days of award, an FAS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FAS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.

(d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.

End of Clause

Note: Regulation 552.238-80
FSS contractors are required to report sales and remit IFF for Schedule items sold via FedMall, just as they would for any other Schedule sale. FedMall sales of Schedule items are treated no differently than sales earned via GSA Advantage! or from orders directly placed by an ordering activity.

This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-80 Alternate I.

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021) (ALTERNATE I - JUL 1995)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none insert *None*)	**Identification No.**

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

Note: Regulation 52.223-3
Safety Data Sheets, hazardous material labels and other relevant data should not be submitted to the MAS Contracting Officer. This information should be provided directly to the ordering activity in accordance with this clause.

552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2021) (DEVIATION FAR 52.252-6)

(a) Deviations to FAR clauses. This solicitation or contract identifies any authorized deviation to a Federal Acquisition Regulation (FAR) (48 CFR chapter 1) clause by the addition of “(DEVIATION FAR (clause number))” after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation or contract identifies any authorized deviation to a General Services Administration Acquisition Regulation (GSAR) (48 CFR chapter 5) clause by the addition of “(DEVIATION)” after the date of the clause.

(c) “Substantially the same as” clauses. Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(End of Clause)

52.245-1 GOVERNMENT PROPERTY (SEP 2021)

(a) *Definitions.* As used in this clause-

Cannibalize means to remove parts from Government property for use or for installation on other Government property.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means-

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

Government property means all property owned or leased by the Government. Government property includes both Government- furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

Loss of Government property means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to-

(1) Items that cannot be found after a reasonable search;

(2) Theft;

(3) Damage resulting in unexpected harm to property requiring repair to restore the item to

usable condition; or

(4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Production scrap means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Property records means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Unit acquisition cost means-

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor’s records that reflect consistently applied generally accepted accounting principles.

(b) *Property management.*

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices

and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) *Use of Government property.*

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are-

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) *Government-furnished property.*

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph

(f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)

(i) The Contracting Officer may by written notice, at any time-

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.*

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable line items under Fixed-Price contracts*.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon-

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) *Contractor plans and systems*.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property*. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property*. The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(*1*) through (*5*) of this clause, identify as Government owned in a manner appropriate to the type of property (*e.g.*, stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property*. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property*. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property*. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) *Use of a Receipt and Issue System for Government Material*. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of

appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory*. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (*e.g.*, overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control*.

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (*e.g.*, extent of liability for loss of Government property.

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports*. The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability*. The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The data elements required under (f)(1)(iii)(A).

(3) Quantity.

(4) Accountable contract number.

(5) A statement indicating current or future need.

(6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.

(7) All known interests in commingled material of which includes Government material.

(8) Cause and corrective action taken or to be taken to prevent recurrence.

(9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.

(10) Copies of all supporting documentation.

(11) Last known location.

(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when-

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property*.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance*. The Contractor shall properly maintain Government property. The Contractor’s maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout*. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) Systems analysis.

(1) The Government shall have access to the Contractor’s premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor’s property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor’s consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor’s (or subcontractor’s) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies-

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal*. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) Predisposal requirements.

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as

appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) *Inventory disposal schedules*.

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report-

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) *Submission requirements*.

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than-

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections*. The Plant Clearance Officer may-

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Post submission adjustments*. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage*.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121 st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) Disposition instructions.

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds*. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules*. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) *Abandonment of Government property*.

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication*. All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.219-33 NONMANUFACTURER RULE (SEP 2021)

(a) Definitions. As used in this clause—

Manufacturer means the concern that transforms raw materials, miscellaneous parts, or components into the end item. Concerns that only minimally alter the item being procured do not qualify
as manufacturers of the end item. Concerns that add substances, parts, or components to an existing end
item to modify its performance will not be considered the end item manufacturer, where those identical
modifications can be performed by and are available from the manufacturer of the existing end item.

Nonmanufacturer means a concern, including a supplier, that provides an end item it did not manufacture, process, or produce.

(b) Applicability.

(1) This clause does not apply to contracts awarded pursuant to the unrestricted portion of a partial set-aside or to a contractor that is the manufacturer of the product or end item.
(2) This clause applies to—

(i) Contracts that have been awarded pursuant to a set-aside, in total or in part, for any of the small business concerns identified in 19.000(a)(3);
(ii) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
(iii) Orders expected to exceed the simplified acquisition threshold and that are—

(A) Set aside for small business under multiple-award contracts, as described in 8.405-5

and 16.505(b)(2)(i)(F); or
(B) Issued directly to a small business concern under multiple-award contracts as described in 19.504(c)(1)(ii);
(iv) Orders, regardless of dollar value, that are—

(A) Set aside in accordance with subparts 19.8, 19.13, 19.14, and 19.15 under multiple award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(B) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, and 19.15 under multiple-award contracts as described in 19.504(c)(1)(ii); and
(v) Contracts using the HUBZone price evaluation preference to award to a HUBZone concern
unless the Contractor waived the evaluation preference.
(c) Requirements.

(1) The Contractor shall—

(i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas; for kit assemblers who are nonmanufacturers, see paragraph (c)(2) of
this clause instead;
(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and
(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in
a manner consistent with industry practice; for example, providing storage, transportation, or delivery.
(2) When the end item being acquired is a kit of supplies, at least 50 percent of the total cost of
the components of the kit shall be manufactured, processed, or produced in the United States or its
outlying areas by small business concerns.

(End of clause)

52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)

(a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan (see 19.705-7), established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor’s failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the

matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

End of Clause

52.203-13 Contractor Code of Business Ethics and Conduct (NOV 2021)

(a) Definitions. As used in this clause –

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation -

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require –

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from -

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnished supplies or services to or

for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall -

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall -

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3) (i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed -

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked “confidential“ or “proprietary” by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial product or commercial service as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the

Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall –

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including -

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and have a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

(a) *Definitions.* As used in this clause —

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.*

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to

protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.204-25 Prohibition on Contracting for Certain Telecommunications and

Video Surveillance Services or Equipment (NOV 2021)

(a) *Definitions.* As used in this clause -

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means -

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means -

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled -

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing -

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at *https://dibnet.dod.mil.* For indefinite

delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

552.238-111 ENVIRONMENTAL PROTECTION AGENCY REGISTRATION REQUIREMENT (JAN 2022)

(a) With respect to the products described in this solicitation which require registration with the Environmental Protection Agency (EPA), as required by the Federal Insecticide, Fungicide, and Rodenticide Act, Section 3, Registration of Pesticides, awards will be made only for such products that have been assigned an EPA registration number, prior to the time of bid opening.

(b) The offeror shall insert in the spaces provided in this section, the manufacturer's and/or distributor's name and the “EPA Registration Number” for each item offered. Any offer which does not specify a current “EPA Registration Number” in effect for the duration of the contract period, and including the manufacturer's and/or distributor's name will be rejected.

Items			
Item Numbers	Name of Manufacturer / Distributor	EPA Registration Number	Date of Expiration

(c) If, during the performance of a contract awarded as a result of this solicitation, the EPA Registration Number for products being furnished is terminated, withdrawn, canceled, or suspended, and such action does not arise out of causes beyond the control, and with the fault or negligence of the Contractor or subcontractor, the Government may terminate the contract pursuant to either the Default Clause or Termination for Cause Paragraph (contained in the clause 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services), whichever is applicable to the resultant contract.

552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (JAN 2022) (ALTERNATE I - MAR 2020)

(a) *General.* The Contractor may request a contract modification by transmitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the following information must be transmitted:

(i) *Information requested in paragraphs* (1) and (2) of the Commercial Sales Practice Format to add SINs.

(ii) Discount information for the new items(s) or new SIN(s). Specifically, transmit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be transmitted instead.

(iii) Information about the new item(s) or the item(s) under the new SIN(s) must be transmitted in accordance with the request for proposal.

(iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be transmitted in accordance with the request for proposal.

(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be transmitted if required by 52.215- 6, *Place of Performance*.

(vi) Hazardous Material information (if applicable) must be transmitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(vii) Any information requested by 52.212-3(f), *Offeror Representations and Certifications—Commercial Products and Commercial Services*, that may be necessary to assure compliance with FAR 52.225-1, *Buy American Act—Balance of Payments Programs—Supplies*.

(2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

(3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at 552.238-81. If the Price reduction falls under item (i), the Contractor shall transmit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall transmit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.

(d) *Electronic File Updates*. The Contractor shall update electronic file transmissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.

(e) Electronic transmission of modification requests is mandatory via eMod (http://eOffer.gsa.gov), unless otherwise stated in the electronic transmission standards and requirements at the Vendor Support

Center website (http://vsc.gsa.gov). If the electronic transmission standards and requirements information is updated at the Vendor Support Center website, Contractors will be notified prior to the effective date of the change.

End of clause

Note: Regulation 552.238-82
This clause does not apply to contracts participating in the Transactional Data Reporting (TDR) Pilot. Please refer to clause 552.238-82 Alternate II.

552.238-82 MODIFICATIONS (FEDERAL SUPPLY SCHEDULE) (JAN 2022) (ALTERNATE II MAY 2019)

(a) *General.* The Contractor may request a contract modification by transmitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) *Types of Modifications.*

(1) Additional items/additional SINs. When requesting additions, the Contractor must transmit the following information:

(i) Information about the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the instructions in the solicitation.

(ii) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with the request for proposal.

(iii) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by FAR 52.215-6, Place of Performance.

(iv) Hazardous Material information (if applicable) must be submitted as required by FAR 52.223-3 (Alternate I), Hazardous Material Identification and Material Safety Data.

(v) Any information requested by FAR 52.212-3(f), Offeror Representations and Certifications-Commercial Products and Commercial Services, that may be necessary to assure compliance with FAR 52.225-1, Buy American Act-Balance of Payments Programs-Supplies.

(2) Deletions. The Contractor must provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the Contracting Officer determines that the higher price is unreasonable compared to the price of the deleted item.

(c) *Effective dates.* The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at 552.238-81.

(d) *Electronic File Updates*. The Contractor shall update electronic file transmissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at 552.238-81.

End of clause

Note: Regulation 552.238-82
This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

552.238-78 IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (JAN 2022)

(a) Several laws, Executive orders, and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (e.g., publications and electronic formats).

(b) *Definitions*. As used in this clause —

"Energy-efficient product" means a product that–

(1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR® trademark label; or

(2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

"GSA Advantage!" is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

"Other environmental attributes" refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

"Post-consumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is part of the broader category of "recovered material." The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and http://www.epa.gov/cpg/).

"Recovered materials" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903(19) and http://www.epa.gov/cpg/). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962(h)).

"Remanufactured" means factory rebuilt to original specifications.

"Renewable energy" means energy produced by solar, wind, geothermal, and biomass power

"Renewable energy technology" means –

(1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or

(2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.

(c) Identification Requirements.

(1) The offeror must identify products that —

(i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (http://www.epa.gov/cpg/);

(ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and http://www.epa.gov/cpg/);

(iii) Are energy-efficient, as defined by either ENERGY STAR® and/or FEMP's designated top 25th percentile levels (see ENERGY STAR® at http://www.energystar.gov/ and FEMP at http://www.eere.energy.gov/femp/procurement/);

(iv) Are water-efficient

(v) Use renewable energy technology;

(vi) Are remanufactured; and

(vii) Have other environmental attributes.

(2) These identifications must be made in each of the offeror's following mediums:

(i) The offer itself.

(ii) Printed commercial catalogs, brochures, and pricelists.

(iii) Online product website.

(iv) Electronic data submission for GSA Advantage! submitted via GSA's Schedules Input Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to indicate environmental and other attributes for each product that are translated into respective icons in GSA Advantage!.

(d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of an product's environmental attribute on the basis of—

(1) Participation in a Federal agency sponsored program (e.g., the EPA and DOE ENERGY STAR® product labeling program);

(2) Verification by an independent organization that specializes in certifying such claims; or

(3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be “competent and reliable,” it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020) (ALTERNATE I-NOV 2021)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial products or commercial services). the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial product(s) and commercial service(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)

(a) *Definitions*. As used in this clause -

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means -

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item -

(1) Means any item of supply (including construction material) that is -

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person -

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of -

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for -

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising;

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer’s recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs —

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is —

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to —

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

(D) Staffing firms (including private employment and placement firms);

(E) Subsidiaries/affiliates of the employer;

(F) Any agent or employee of such entities; and

(G) Subcontractors at all tiers.

Severe forms of trafficking in persons means —

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for

the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy*. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not —

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment —

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that —

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is —

(A) Legally permitted to remain in the country of employment and who chooses to

do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements*. The Contractor shall —

(1) Notify its employees and agents of —

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification*.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of —

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203–13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies*. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in —

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) *Mitigating and aggravating factors*. When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors*. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors*. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation*.

(1) The Contractor shall, at a minimum -

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not -

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded

by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from -

(A) Conducting an internal investigation;

or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan*.

(1) This paragraph (h) applies to any portion of the contract that -

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate —

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements*. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1–844–888–FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this

clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting*.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that -

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either -

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that -

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022)

(a) Definitions. As used in this clause—

United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, et seq.).

Worker –

(1) (i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and–

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2) (i) A worker performs on a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs in connection with a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(b) Executive Order Minimum wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on https://www.sam.gov (or any successor website), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3) (i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition–

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to–

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to-

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a) ;

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b) ; and

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/agencies/whd/government-contracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker’s occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor’s payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other

applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)

(a) *Definitions.* As used in this clause (in accordance with 29 CFR 13.2) —

"Child", "domestic partner", and "domestic violence" have the meaning given in 29 CFR 13.2.

"Employee" —

(1) (i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2) (i) An employee performs "on" a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs "in connection with" a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

"Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship" has the meaning given in 29 CFR 13.2.

"Multiemployer" plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

"Paid sick leave" means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

"Parent", "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR 13.2.

"United States" means the 50 States and the District of Columbia.

(b) *Executive Order 13706.*

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) *Paid sick leave*. The Contractor shall —

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including–

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment.

(1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) *Recordkeeping*

(1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee’s occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2) (i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4) (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 14026, their respective implementing regulations, or any other applicable law.

(j) *Interference/discrimination.*

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to —

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for —

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (NOV 2021)

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are —

(1) Acquired for a U.S. Government agency account;

(2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;

(3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or

(4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c) (1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for

each shipment to both (i) the Contracting Officer and (ii) the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, SW, Washington, DC 20590. Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States, or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

(A) Sponsoring U.S. Government agency.

(B) Name of vessel.

(C) Vessel flag of registry.

(D) Date of loading.

(E) Port of loading.

(F) Port of final discharge.

(G) Description of commodity.

(H) Gross weight in pounds and cubic feet if available.

(I) Total ocean freight revenue in U.S. dollars.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).

(e) The requirement in paragraph (a) does not apply to —

(1) Cargoes carried in vessels as required or authorized by law or treaty;

(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);

(3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and

(4) Subcontracts or purchase orders for the acquisition of commercial products or commercial services unless —

(i) This contract is —

(A) A contract or agreement for ocean transportation services; or

(B) A construction contract; or

(ii) The supplies being transported are —

(A) Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or

(B) Shipped in direct support of U.S. military —

(1) Contingency operations;

(2) Exercises; or

(3) Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.

(f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates, Maritime Administration, 400 Seventh Street, SW, Washington, DC 20590, Phone: 202-366-4610.

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA — MODIFICATIONS (NOV 2021) (ALTERNATE IV — OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with* 15.403–3.]

(1) Information required by the clause at 552.238-82, Modifications (Multiple Award Schedule).

(2) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.

(3) By submitting a request for modification, the Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before agreeing to a modification, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to Contractor(s) cost or profit information or other data relevant solely to the Contractor(s) determination of the prices to be offered in the catalog or marketplace.

552.238-116 OPTION TO EXTEND THE TERM OF THE FSS CONTRACT (MAR 2022)

(a) The Government may require continued performance of this contract for an additional 5 year period. This option may be exercised up to three times.

(b) The Contracting Officer may exercise the option by providing written notice to the Contractor 30 days before the contract expires.

(End of Clause)

552.238-115 SPECIAL ORDERING PROCEDURES FOR THE ACQUISITION OF ORDER-LEVEL MATERIALS (APR 2022)

(a) Definition.

“Order-level materials”, as used in this clause, means supplies and/or services acquired in direct support of an individual task or delivery order placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA), when the supplies and/or services are not known at the time of Schedule contract or FSS BPA award. The prices of order-level materials are not established in the FSS contract or FSS BPA. Order-level materials acquired following the procedures in paragraph (d) of this clause are done so under the authority of the FSS program, pursuant to 41 U.S.C. 152(3), and are not open market items, which are discussed in FAR 8.402(f).

(b) FAR 8.403(b) provides that GSA may establish special ordering procedures for a particular FSS.

(c) The procedures in FAR subpart 8.4 apply to this contract, with the exceptions listed in this clause. If a requirement in this clause is inconsistent with FAR subpart 8.4, this clause takes precedence pursuant to FAR 8.403(b).

(d) Procedures for including order-level materials when placing an individual task or delivery order against an FSS contract or FSS BPA.

(1) The procedures discussed in FAR 8.402(f) do not apply when placing task and delivery orders that include order-level materials.

(2) Order-level materials are included in the definition of the term “material” in FAR clause 52.212-4 Alternate I, and, therefore, all provisions of FAR clause 52.212-4 Alternate I that apply to “materials” also apply to order-level materials.

(3) Order-level materials shall only be acquired in direct support of an individual task or delivery order and not as the primary basis or purpose of the order.

(4) The value of order-level materials in a task or delivery order, or the cumulative value of order-level materials in orders against an FSS BPA awarded under a FSS contract, shall not exceed 33.33%.

(5) All order-level materials shall be placed under the Order-Level Materials SIN.

(6) Prior to the placement of an order that includes order-level materials, the Ordering Activity shall follow the procedures in FAR 8.404(h).

(7) To support the price reasonableness of order-level materials–

(i) The Contractor proposing order-level materials as part of a solution shall obtain a minimum of three quotes for each order-level material above the simplified acquisition threshold.

(A) One of these three quotes may include materials furnished by the Contractor under paragraph (i)(1)(ii)(A) of FAR clause 52.212-4 Alternate I.

(B) If the Contractor cannot obtain three quotes, the Contractor shall maintain documentation of why three quotes could not be obtained to support their determination.

(C) A Contractor with an approved purchasing system, per FAR subpart 44.3, shall instead follow its purchasing system requirement and is exempt from the requirements in paragraphs (d)(7)(i)(A) through (B) of this clause.

(ii) The Ordering Activity Contracting Officer must make a determination that prices for all order-level materials are fair and reasonable. The Ordering Activity Contracting Officer may base this determination on a comparison of the quotes received in response to the task or delivery order solicitation or other relevant pricing information available.

(iii) If indirect costs are approved per paragraph (i)(1)(ii)(D)(2) of FAR clause 52.212-4 Alternate I, the Ordering Activity Contracting Officer must make a determination that all indirect costs approved for payment are fair and reasonable. Supporting data shall be submitted in a form acceptable to the Ordering Activity Contracting Officer.

(8) Prior to an increase in the ceiling price of order-level materials, the Ordering Activity Contracting Officer shall follow the procedures at FAR 8.404(h)(3)(iv).

(9) In accordance with GSAR clause 552.238-83, *Examination of Records by GSA (Federal Supply Schedules)*, GSA has the authority to examine the Contractor's records for compliance with the pricing provisions in FAR clause 52.212-4 Alternate I, to include examination of any

books, documents, papers, and records involving transactions related to the contract for overbillings, billing errors, and compliance with the Industrial Funding Fee (IFF) and the Sales Reporting clauses of the contract.

(10) Order-level materials are exempt from the following clauses:

(i) 552.216-70 *Economic Price Adjustment - FSS Multiple Award Schedule Contracts.*

(ii) 552.238-77 *Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists*.

(iii) 552.238-81 *Price Reductions.*

End of clause

552.238-73 IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES (MAR 2022)

(a) Definitions.

"Electronic office equipment accessibility” means the application/configuration of electronic office equipment (includes hardware, software and firmware) in a manner that accommodates the functional limitations of individuals with disabilities so as to promote productivity and provide access to work related and/or public information resources.

"Individuals with Disabilities" mean qualified individuals with impairments as cited in 29 U.S.C. 705(20) who can benefit from electronic office equipment accessibility.

"Special peripheral" means a special needs aid that provides access to electronic equipment that is otherwise inaccessible to individuals with disabilities.

(b) The offeror is encouraged to identify in its offer, and include in any commercial catalogs and pricelists accepted by the Contracting Officer, office equipment, including any special peripheral, that will facilitate electronic office equipment accessibility for individuals with disabilities. Identification should include the type of disability accommodated and how the users with that disability would be helped.

End of clause

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion of customer order, including options, 60 months following the expiration of the FSS contract ordering period.

End of clause

52.219-14 LIMITATIONS ON SUBCONTRACTING (OCT 2022)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.
(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—
(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
(c) Applicability. This clause applies only to—
(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
(4) Orders expected to exceed the simplified acquisition threshold and that are—
(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
(5)Orders, regardless of dollar value, that are—
(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
(ii)Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
(d) Independent contractors. An independent contractor shall be considered a subcontractor.
(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—
(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount

paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.
(f) The Contractor shall comply with the limitations on subcontracting as follows:
(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—
[Contracting Officer check as appropriate.]
By the end of the base term of the contract and then by the end of each subsequent option period; or
By the end of the performance period for each order issued under the contract.
(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.
(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.219-29 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS CONCERNS (OCT 2022)

(a) Definitions.

Economically disadvantaged women-owned small business (EDWOSB) concern, as used in this clause, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and is certified pursuant to 13 CFR 127.300 as an EDWOSB. It automatically qualifies as a women-owned small business (WOSB) concern eligible under the WOSB Program.

WOSB Program Repository means a secure, Web-based application that collects, stores, and disseminates documents to the contracting community and SBA, which verify the eligibility of a business concern for a contract to be awarded under the WOSB Program.

(b) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for, or awarded on a sole-source basis to, EDWOSB concerns;

(2) Part or parts of a multiple-award contract that have been set aside for EDWOSB concerns;

(3) Orders set aside for EDWOSB concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to EDWOSB concerns under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) General.

(1) For EDWOSB set-aside procurements, offers are solicited only from certified EDWOSB concerns or EDWOSB concerns with a pending application for certification in the Dynamic Small Business Search (DSBS).

(2) For EDWOSB sole-source awards, offers are solicited only from certified EDWOSB concerns.

(3) Offers received from other concerns will not be considered.

(4) Any award resulting from this solicitation will be made to a certified EDWOSB concern.

(d) *Joint Venture.* A joint venture may be considered an EDWOSB concern if—

(1) At least one party to the joint venture complies with the criteria defined in paragraph (a) and paragraph (c)(3) of this clause, and 13 CFR 127.506(c); and

(2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.

(e) In a joint venture that complies with paragraph (d) of this clause, the EDWOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the EDWOSB party or parties to the joint venture must be more than administrative functions.

(End of clause)

52.219-30 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (OCT 2022)

(a) *Definitions.* As used in this clause—

Definition. Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), as used in this clause, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300 as a WOSB. A certified EDWOSB is automatically eligible as a certified WOSB.

(b) *Applicability*. This clause applies only to-

(1) Contracts that have been set aside for, or awarded on a sole-source basis to, WOSB concerns eligible under the WOSB Program;

(2) Part or parts of a multiple-award contract that have been set aside for WOSB concerns eligible under the WOSB Program;

(3) Orders set aside for WOSB concerns eligible under the WOSB Program, under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to WOSB concerns eligible under the WOSB Program under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) *General.*

(1) For WOSB set-aside procurements, offers are solicited only from certified WOSB concerns eligible under the WOSB Program or WOSB concerns with a pending application for certification status in the Dynamic Small Business Search (DSBS).

(2) For WOSB sole-source awards, offers are solicited only from certified WOSB concerns.

(3) Offers received from other concerns shall not be considered.

(4) Any award resulting from this solicitation will be made to a certified WOSB concern eligible under the WOSB Program.

(d) *Joint Venture*. A joint venture may be considered a WOSB concern eligible under the WOSB Program if—

(1) At least one party to the joint venture complies with the criteria defined in paragraph (a) and (c)(3) of this clause, and 13 CFR 127.506(c); and

(2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.

(e) In a joint venture that complies with paragraph (d) of this clause, the WOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the WOSB party or parties to the joint venture must be more than administrative functions.

(End of clause)

52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (OCT 2022)

(a) *Definitions. HUBZone small business concern, as used in this clause, means a small business concern, certified by the Small Business Administration (SBA), that appears on the List of Qualified HUBZone Small Business Concerns maintained by the SBA (13 CFR 126.103).*

(b) *Applicability*. This clause applies only to-

(1) Contracts that have been set aside or awarded on a sole-source basis to, HUBZone small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for HUBZone small business concerns;

(3) Orders set aside for HUBZone small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to HUBZone small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) *General.*

(1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns will not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(d) *Joint Venture*. A joint venture may be considered a HUBZone concern if—

(1) At least one party to the joint venture is a HUBZone small business concern and complies with 13 CFR 126.616(c); and

(2) Each party to the joint venture qualifies as small under the size standard for the solicitation, or the

protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under the SBA mentor-protégé program.

(e) A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business party or parties to the joint venture must be more than administrative functions.

(End of clause)

C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (DEC 2022)

(a) *Security clearances*. The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule (MAS).

(b) *Travel*. The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by FAR part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under MAS. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does not apply to travel and per diem charges.

(c) *Certifications, licenses and accreditations*. As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses, and accreditations for specific Federal Supply Code (FSC)/Product Service Code (PSC) classifications offered. All costs associated with obtaining/ possessing such certifications, licenses, and accreditations should be factored into the price offered under MAS.

(d) *Insurance*. As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/PSC classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under MAS.

(e) *Personnel*. The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering agencies may require prior approval of additions or replacements to key personnel.

(f) *Organizational conflicts of interest*. Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such an order may be restricted in accordance with FAR part 9.5.

(g) *Documentation/Standards*. The Contractor may be requested to provide products or services in accordance with rules, regulations, Office of Management and Budget orders, standards and documentation as specified by the order.

(h) *Data/Deliverable requirements*. Any required data/deliverables at the order level will be specified or negotiated by the ordering agency.

(i) *Government-furnished property*. As specified by the order, the Government may provide property, equipment, materials or resources as necessary.

(j) *Availability of funds*. Many ordering agencies operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the

part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) *Overtime*. For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

(End of clause)

I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (DEC 2022)

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with GSAR clause 52.238-80, Industrial Funding Fee and Sales Reporting (i.e., each contractor participating in a contractor team arrangement must report sales and remit the Industrial Funding Fee for all products and services provided under its individual contract).

(End of clause)

I-FSS-644 PRODUCTS OFFERED AND SOLD BY VENDORS OTHER THAN THE MANUFACTURER (DEC 2022)

(a) Applicability. This clause applies to offerings and sales of products made by Contractors other than the manufacturer of such products. This clause applies specifically to, but is not limited to, Contractors who are resellers and distributors. This clause does not apply to Contractors who are also the manufacturer of the product(s) being offered and sold under this contract.

(b) Terms of Offering and Sales. Contractors shall not offer or sell products under this contract for which they do not have authorization, as applicable, and they lack an uninterrupted source of supply sufficient to satisfy the Government's requirements.

(1) Manufacturer Authorization Program.

(i) For products that manufacturers manage through any "authorized supplier", "controlled distribution", or other similar program, the Contractor shall be included in such a program to sell products to the Government. The Government will rely on information provided by the manufacturer to identify such authority, to the extent provided by the manufacturer.

(ii) If the Contractor is not included in any authorization program, then sales of those products under this contract are not permitted.

(iii) For products that manufacturers do not manage through any authorization program, the Contractor need only provide the uninterrupted source of supply as required by paragraph (b)(2) of this clause.

(2) Uninterrupted Source of Supply. The Contractor shall provide evidence of, and shall maintain, an uninterrupted source of supply sufficient to satisfy the Government's requirements for all products on its contract.

(3) Manufacturer Prohibitions. The Contractor shall not offer or sell any product under this contract that the manufacturer of the product has prohibited the Contractor from selling.

(c) Discrepancies. In the event that the Government becomes aware of any discrepancy regarding a Contractor's authorization program status, uninterrupted source of supply, or manufacturer prohibition, the Contracting Officer will give written notice of such discrepancy to the Contractor. The Contractor shall have 30 days to respond to the discrepancy. Failure to respond to or resolve (as applicable) a notice of discrepancy may result in cancellation of this contract, in whole or in part, in accordance with GSAR clause 552.238-79, Cancellation.

(End of clause)

G-FSS-900-C CONTACT FOR CONTRACT ADMINISTRATION (DEC 2022)

Offerors should complete paragraphs (a) and (b) of this clause if providing both domestic and overseas delivery. Complete paragraph (a) of this clause if providing domestic delivery only. Complete paragraph (b) of this clause if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning GSAR clause 552.238-80, Industrial Funding Fee and Sales Reporting, including reviews of Contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change.

(a) *Domestic*.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(b) *Overseas*. Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from ordering agencies. (Also, see the requirement in GSAR clause 552.238-97, Parts and Service) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME _____

TITLE _____

ADDRESS _____

ZIP CODE _____

TELEPHONE NO. (_____) _____ FAX NO. _____

E-MAIL ADDRESS _____

(End of provision)

I-FSS-106 GUARANTEED MINIMUM (DEC 2022)

(a) The guaranteed minimum that the Government agrees to order during the period of this contract is $2,500. If the Contractor receives total orders for less than $2,500 during the term of the contract, the Government will pay the difference between the amount ordered and $2,500.

(b) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of reportable sales and fees and receipt of the close-out sales report pursuant to GSAR clause 552.238-80, Industrial Funding Fee and Sales Reporting.

(c) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)

(a)
(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of

accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any
further consideration from or fees charged to the subcontractor.
(b) The acceleration of payments under this clause does not provide any new rights under the
Prompt Payment Act.
(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small
business concerns, including subcontracts with small business concerns for the acquisition of
commercial products or commercial services.

(End of clause)

552.219-74 SECTION 8(a) DIRECT AWARD (SEP 1999)

(a) This contract is issued as a direct award between the contracting activity and the 8(a)Contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the General Services Administration. SBA retains the responsibility for 8(a)certifications, 8(a)eligibility determinations, and related issues, and will provide counseling and assistance to the 8(a)contractor under the 8(a)program. The cognizant SBA district office is:

[Complete at time of award]

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any advance payments or novation agreements. The contracting activity may assign contract administration functions to a contract administration office.

(c) The Contractor agrees:

(1)To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a)regulations), when the owner or owners upon whom 8(a)eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2)To the requirements of 52.219-14, Limitations on Subcontracting.

(End of clause)

552.238-117 PRICE ADJUSTMENT—FAILURE TO PROVIDE ACCURATE INFORMATION (OCT 2023)

(a) The Government, at its election, may reduce the price of this contract or contract modification if the Contracting Officer determines after award of this contract or contract modification that the price negotiated was increased by a significant amount because the Contractor failed to:

(1) provide information required by this solicitation/contract or otherwise requested by the Government; or

(2) submit information that was current, accurate, and complete; or

(3) disclose changes in the Contractor's commercial pricelist(s), discounts or discounting policies which occurred after the original submission and prior to the completion of negotiations.

(b) The Government will consider information submitted to be current, accurate and complete if the data is current, accurate and complete as of 14 calendar days prior to the date it is submitted.

(c) If any reduction in the contract price under this clause reduces the price for items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States—

(1) The amount of the overpayment; and

(2) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective each quarter prescribed by the Secretary of Treasury under 26 U.S.C.6621(a)(2).

(d) Failure to agree on the amount of the decrease shall be resolved as a dispute.

(e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

I-FSS-639 CONTRACT SALES CRITERIA (SEP 2023)

The Federal Supply Schedule (FSS) Contracting Officer may decide not to exercise the first option to extend the term of the contract if the Contractor's reported sales are not expected to exceed $100,000 within the first 60 months following contract award. The FSS Contracting Officer may decide not to exercise subsequent options to extend the term of the contract if the Contractor's reported sales did not exceed $125,000 each 60 month period thereafter.

(End of clause)

552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITIONS OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2023)

(a) The Contractor agrees to comply with any clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial products, including commercial components, and commercial services. The clause in effect based on the applicable regulation cited on

the date the solicitation is issued applies unless otherwise stated herein. The Contracting Officer should check the clauses in paragraph (b) that apply or delete the clauses that do not apply from the list. The Contracting Officer may add the date of the clause if desired for clarity. The GSAR clauses[ ]in paragraph (b) of this section are incorporated by reference.

(b) Clauses.

X 552.203-71 Restriction on Advertising

Varies by Category, Subcategory and SIN 552.211-73 Marking

Varies by Category, Subcategory and SIN 552.219-70 Allocation of Orders—Partially Set-Aside Items

X 552.229-70 Federal, State, and Local Taxes

Varies by Category, Subcategory and SIN 552.232-72 Final Payment Under Building Services Contracts

Varies by Category, Subcategory and SIN 552.237-71 Qualifications of Employees

N/A 552.242-70 Status Report of Orders and Shipments

(End of Clause)

552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2023)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The contracting officer should either check the provisions and clauses that apply or delete the provisions and clauses that do not apply from the lists in paragraphs (a) and (b). The contracting officer may add the date of the provision or clause if desired for clarity. The GSAR following provisions in paragraph (a) and GSAR clauses [in paragraph (b)] are incorporated by reference.

(a) Provisions.

Varies by Category, Subcategory and SIN 552.223-72 Hazardous Material Information

(b) Clauses.

* _____* 552.215-70 Examination of Records by GSA

Varies by Category, Subcategory and SIN 552.223-70 Hazardous Substances.

Varies by Category, Subcategory and SIN 552.223-71 Nonconforming Hazardous Material.

X 552.223-73 Preservation, Packaging, Packing, Marking and Labeling of Hazardous Materials (HAZMAT) for Shipments.

X 552.232-23 Assignment of Claims

(End of Clause)

52.225-5 TRADE AGREEMENTS (NOV 2023)

(a) Definitions. As used in this clause-

“Caribbean Basin country end product”—

(1) Means an article that-

(i) (A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; and

(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C.2703 (b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

(1) Tuna prepared or preserved in any manner in airtight containers;

(2) Petroleum, or any product derived from petroleum;

(3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and

(4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at https://usitc.gov/tata/hts/index.htm. In particular, see the following:

(1) General Note3(c), Products Eligible for Special Tariff treatment.

(2) General Note17, Products of Countries Designated as Beneficiary Countries under the United States-Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States-Caribbean Basin Trade Partnership Act; and

(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as "the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei)"), Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo,

Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country end product" means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

"Free Trade Agreement country end product" means an article that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"Least developed country end product" means an article that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-made end product" means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

"WTO GPA country end product" means an article that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself.

(b) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled "Trade Agreements Certificate."

End of clause

552.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION FAR 52.212-4) (JAN 2023)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements -Unenforceable Clauses provision.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements unenforceable clauses.*When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in 502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, “this agreement” means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability*. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR 12).

(ii) *End user*. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on

behalf of the Government in his or her personal capacity.

(iii) *Law and disputes*. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance*. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).c

(v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms*.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms: if they are not material. A material change is defined as:

(1) Terms that change Government rights or obligations;

(2) Terms that increase Government prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *No automatic renewals*. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) *Indemnification*. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is

hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits*. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) (B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes) through the Disputes clause at 552.212-4(d); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges*. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) *Non-assignment*. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information*. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

(End of clause)

Note: Regulation 552.212-4
This clause applies to fixed price orders.

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES (DEC 2023)

(a) *Definitions.* As used in this clause —

Kaspersky Lab covered article means any hardware, software, or service that —

(1) Is developed or provided by a Kaspersky Lab covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab covered entity.

Kaspersky Lab covered entity means —

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, *e.g.,* "Kaspersky"

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115–91) prohibits Government use of any Kaspersky Lab covered article. The Contractor is prohibited from —

(1) Providing any Kaspersky Lab covered article that the Government will use on or after October 1, 2018; and

(2) Using any Kaspersky Lab covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies a Kaspersky Lab covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 3 business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a Kaspersky Lab covered article, any reasons that led to the use or submission of the Kaspersky Lab covered article, and any additional efforts that will be incorporated to prevent future use or submission of Kaspersky Lab covered articles.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (NOV 2023)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at 41 U.S.C. 4712 and Federal Acquisition Regulation (FAR) 3.900 through 3.905.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.900 through 3.905.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—PROHIBITION (DEC 2023) (ALT I DEC 2023)

(a) *Definitions.* As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.* (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).
[*Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:*]
Yes DHS FASCSA Order
Yes DoD FASCSA Order
Yes DNI FASCSA Order

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.* (1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.* (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

552.238-105 DELIVERIES BEYOND THE CONTRACTUAL PERIOD - PLACING OF ORDERS (MAR 2024)

n accordance with the GSAR clause at 552.238-113, Authorities Supporting Use of Federal Supply Schedule Contracts, this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purpose of providing continuity of supply or operations by permitting ordering activities to place orders as requirements arise in the normal course of operations. Accordingly, any order mailed (or received, if forwarded by other 7 means than through the mail) to the Contractor on or before the expiration date of the contract and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

(End of clause)

552.238-112 DEFINITIONS- FEDERAL SUPPLY SCHEDULE CONTRACTS (MAR 2024)

As used in this contract,

Eligible means an entity that meets the requirements prescribed by statute, regulation, or other authority for purposes of being able to use Federal Supply Schedule (FSS) contracts. Information about FSS eligibility is available at https://www.gsa.gov/eligibilitydeterminations.

Ordering activity (also called "ordering agency" and "ordering office") means an entity that is eligible to place orders or establish blanket purchase agreements (BPA) under this contract.

(End of clause)

552.238-113 AUTHORITIES SUPPORTING USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS (MAR 2024)

(a) Ordering activities are able to use Federal Supply Schedule (FSS) contracts based upon a number of statutes, regulations, and other authorities. Authorities allowing ordering activities use of FSS contracts include, but are not limited to:.

(1) 25 U.S.C. 1660g(e), which provides for the use by urban Indian organizations, as defined in 25 U.S.C. 1603, for the purposes of carrying out a contract or grant pursuant to 25 U.S.C. chapter 18, subchapter IV.

(2) 25 U.S.C. 2507, which provides for the use by tribally controlled schools, as defined in 25 U.S.C. 2511, for the purposes of carrying out a grant pursuant to 25 U.S.C. chapter 27 (known as the Tribally Controlled Schools Act).

(3) 25 U.S.C. 4111(j), which provides for the use by Indian Tribes, as defined in 25 U.S.C. 4103, and tribally designated housing entities, as defined in 25 U.S.C. 4103, for the purposes of carrying out a contract, grant, or cooperative agreement pursuant to 25 U.S.C. chapter 43 (known as the Native American Housing Assistance and Self Determination Act (NAHASDA)).

(4) 25 U.S.C. 5324(k), which provides for the use by Tribal organizations, as defined in 25 U.S.C 5304, for the purposes of carrying out a contract, grant, or cooperative agreement pursuant to 25 U.S.C. chapter 46 (known as the Indian Self-Determination and Education Assistance Act (ISDEAA)).

(5) 25 U.S.C. 5370 and 25 U.S.C. 5396, which provides for the use by Indian Tribes, as defined in 25 U.S.C. 5304, for the purpose of carrying out a compact or funding agreement pursuant to 25 U.S.C. chapter 46 (known as ISDEAA).

(6) 40 U.S.C. 113(d), which provides for the use by the Senate, the House of Representatives, and the Architect of the Capitol (including any building, activity, or function under the direction of the Architect of the Capitol).

(7) 40 U.S.C. 501, which provides for the use by executive agencies as defined in 5 U.S.C. 105.

(8) 40 U.S.C. 502(a), which provides for the use by Federal agencies as defined in 40 U.S.C. 102, the District of Columbia, and mixed-ownership Government corporations as defined in 31 U.S.C. 9101.

(9) 40 U.S.C. 502(b), which provides for the use by qualified nonprofit agencies for other severely disabled, as defined in 41 U.S.C. 8501(6), and qualified nonprofit agencies for the blind, as defined in 41 U.S.C. 8501(7), for the purposes of making or providing to the Government a commodity or service that has been determined by the Committee for Purchase From People Who Are Blind or Severely Disabled under 41 U.S.C. 8503 to be suitable for procurement by the Government.

(10) 40 U.S.C. 502(c), which provides for the use by State or local governments, as defined in 40

U.S.C. 502(c)(3)(A), for the purpose of purchasing the types of supplies and services described in 40 U.S.C. 502(c). The types of supplies and services described in 40 U.S.C. 502(c) are limited to those available in the Information Technology Category and the Security and Protection Category (or any successor categories). The GSA program implementing this authority is the Cooperative Purchasing program.

(11) 40 U.S.C. 502(d), which provides for the use by State or local governments, as defined in 40 U.S.C. 502(c)(3)(A), for the purposes of facilitating disaster preparedness or response, facilitating recovery from a major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), or facilitating recovery from terrorism, nuclear, biological, chemical, or radiological attack. The GSA program implementing this authority is the Disaster Purchasing program.

(12) 40 U.S.C. 502(e), which provides for the use by the American National Red Cross and other qualified organizations, as defined in 40 U.S.C. 502(e)(3). Purchases under this authority by the American National Red Cross shall be used in furtherance of the purposes of the American National Red Cross set forth in 36 U.S.C. 300102. Purchases under this authority by other qualified organizations shall be used in furtherance of purposes determined to be appropriate to facilitate emergency preparedness and disaster relief and set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency.

(13) 42 U.S.C. 247d, which provides for the use by State or local governments, as defined in 40 U.S.C.502(c)(3)(A), when a public health emergency has been declared by the Secretary of Health and Human Services under section 319 of the Public Health Services Act. The GSA program implementing this authority is the Public Health Emergencies program.

(14) FAR subpart 51.1, which provides for the use by contractors, including subcontractors, when such use is authorized pursuant to FAR subpart 51.1.

(End of clause)

552.238-114 USE OF FEDERAL SUPPLY SCHEDULE CONTRACTS BY NON-FEDERAL ENTITIES (MAR 2024)

(a) Definition — Non-Federal entity, as used in this clause, means any State, local, territorial, or Tribal government, or any instrumentality thereof (including any local educational agency or institution of higher education); and any other non-Federal organization (e.g., a qualified nonprofit agency as defined in 40 U.S.C. 502(b)

(b) Responsibilities. Eligible non-Federal entities are responsible for complying with—

(1) FSS ordering guidance. Information about GSA's FSS contracts, including ordering guidance is available at https://www.gsa.gov/schedules

(2) Any conditions of the underlying authority(ies) supporting the use of FSS contracts (e.g., 40 U.S.C. 502(c) limits purchases to specific supplies and services available under FSS contracts).

(c) Acceptance. (1) The Contractor is encouraged, but not obligated, to accept orders from eligible non-Federal entities under this contract. The Contractor may, within 5 business days of receipt of an order, reject an order from an eligible non-Federal entity for any reason. However, purchase card orders must be rejected within 24 hours of receipt of the order. Failure to reject an order within these timeframes shall constitute acceptance.

(2) The Contractor is encouraged, but not obligated, to enter into blanket purchase agreements (BPAs) with eligible non-Federal entities under the terms of this contract. The Contractor should respond to any requests to enter into a BPA within 5 business days of receipt of the request.

(d) Conditions of acceptance. If the Contractor accepts an order from or enters into a BPA with an eligible non-Federal entity under this contract, the following conditions apply:

(1) For orders, a separate contract is formed between the Contractor and the eligible non-Federal entity (herein "the parties"). For BPAs, a separate agreement is formed between the parties.

(2) The resultant order or BPA shall incorporate by reference all the terms and conditions of this contract except for:

(i)FAR clause 52.233-1, Disputes, and

(ii)Paragraphs (d) Disputes, (h) Patent indemnity, and (r) Compliance with laws unique to Government contracts, of GSAR clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services.

(3) The U.S. Government is not liable for the performance or nonperformance of any order or BPA entered into under this contract by the parties. Disputes which cannot be resolved by the parties may be litigated in any State or Federal court with jurisdiction over the parties, applying Federal procurement law, including statutes, regulations, and case law, and, if pertinent, the Uniform Commercial Code. To the extent authorized by law, the parties are encouraged to resolve disputes through alternative dispute resolution.

(4) Neither party will look to, primarily or in any secondary capacity, or file any claim against the U.S. Government or any of its agencies with respect to any failure of performance by the other party.

(e) Additional terms and conditions. Terms and conditions required by statute, ordinance, regulation, or as otherwise required by an eligible non-Federal entity may be made a part of an order or a BPA to the extent that these terms and conditions do not conflict with the terms and conditions of this contract. The Contractor should review any such additional terms and conditions prior to accepting an order or entering into a BPA with an eligible non-Federal entity.

(f) Payment. (1) The Contractor is responsible for obtaining all payments due to the Contractor from the eligible non-Federal entity under the terms and conditions of the order or the BPA entered into under this contract, without recourse to the U.S. Government or any of its agencies that awarded this contract or administer this contract.

(2) If an eligible non-Federal entity is subject to a State prompt payment law, the terms and conditions of the applicable State law apply to the orders placed under this contract by such entities. If an eligible non-Federal entity is not subject to a State prompt payment law, the terms and conditions of paragraph (i) of the GSAR clause at 552.212-4, apply to such entities in the same manner as to Federal entities.

(g) Fee and sales reporting. The requirements of the GSAR clause at 552.238-80, Industrial Funding Fee and Sales Reporting, apply to any sales to eligible non-Federal entities under this contract.

(End of clause)

52.219-27 NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) CONCERNS ELIGIBLE UNDER THE SDVOSB PROGRAM (FEB 2024)

(a) *Definition.*

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—

(1) (i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) Service-disabled veteran, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16) and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB)-Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

(b) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for, or awarded on a sole-source basis to, SDVOSB concerns eligible under the SDVOSB Program;

(2) Part or parts of a multiple-award contract that have been set aside for SDVOSB concerns eligible under the SDVOSB Program;

(3) Orders set aside for SDVOSB concerns eligible under the SDVOSB Program, under multiple-award contracts as described in 8.405–5 and 16.505(b)(2)(i)(F); and

(4) Orders issued directly to SDVOSB concerns eligible under the SDVOSB Program, under multiple-award contracts as described in 19.504(c)(1)(ii).

(c) General.

(1) Effective January 1, 2024, for SDVOSB set-aside or sole-source procurements, offers are solicited only from, and awards resulting from this solicitation will be made only to, concerns—

(i) Designated in SAM as an SDVOSB concern certified by SBA; or

(ii) That have represented their status as an SDVOSB in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

(2) Offers received from concerns that do not meet the criteria of paragraph (c)(1)(i) or (ii) of this clause, shall not be considered.

(d) A joint venture may be considered an SDVOSB concern if the managing partner of the joint venture complies with the criteria defined in paragraph (a) of this clause and 13 CFR 128.402.

(e) In a joint venture that complies with paragraph (d) of this clause, the SDVOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture. Work performed by the SDVOSB party or parties to the joint venture must be more than administrative functions.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2024)

(a) *Definitions*. As used in this clause—

Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (MAY 2024)

(a) *Definition*. As used in this clause —

"*Global warming potential*" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"*High global warming potential hydrofluorocarbons*" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR Part 82 subpart G with supplemental tables of alternatives available at (https://www.epa.gov/snap/).

"*Hydrofluorocarbons*" means compounds that only contain hydrogen, fluorine, and carbon.

"*Ozone-depleting substance*," means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as —

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and

methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at https://www.epa.gov/snap/.

52.223-12 MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 2024)

(a) *Definitions*. As used in this clause —

"*Global warming potential*" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

"*High global warming potential hydrofluorocarbons*" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables of alternatives available at (https://www.epa.gov/snap/).

"*Hydrofluorocarbons*" means compounds that contain only hydrogen, fluorine, and carbon.

(b) The Contractor shall comply with the applicable requirements of sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

(c) Unless otherwise specified in the contract, the Contractor shall reduce the use, release, or emissions of high global warming potential hydrofluorocarbons under this contract by —

(1) Transitioning over time to the use of another acceptable alternative in lieu of high global warming potential hydrofluorocarbons in a particular end use for which EPA's SNAP program has identified other acceptable alternatives that have lower global warming potential;

(2) Preventing and repairing refrigerant leaks through service and maintenance during contract performance;

(3) Implementing recovery, recycling, and responsible disposal programs that avoid release or emissions during equipment service and as the equipment reaches the end of its useful life; and

(4) Using reclaimed hydrofluorocarbons to service and repair refrigeration and air conditioning equipment, where feasible.

(d) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of

alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at https://www.epa.gov/snap/.

52.223-20 AEROSOLS (MAY 2024)

(a) *Definitions.* As used in this clause —

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at https://www.epa.gov/snap/.

Hydrofluorocarbons means compounds that contain only hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, or emissions of high global warming potential hydrofluorocarbons, when feasible, from aerosol propellants or solvents under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as —

(1) In-use emission rates, energy efficiency;

(2) Safety, such as flammability or toxicity;

(3) Ability to meet technical performance requirements; and

(4) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at https://www.epa.gov/snap/.

52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)

(a) *Definitions*. As used in this clause –

"*Driving*" –

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"*Text messaging*" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the

roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor should –

(1) Adopt and enforce policies that ban text messaging while driving –

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as –

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

52.204-27 PROHIBTION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

(a) Definitions. As used in this clause -

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited. Information technology, as defined in 40 U.S.C. 11101(6) –

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use -

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The

Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.
(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph
(d), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

552.238-80 INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2020) ALTERNATE I (MAY 2024) (DEVIATION)

(a) *Definition*. Transactional data, as used in this clause, encompasses the historical details of the products or services delivered by the Contractor during the performance of task or delivery orders issued against this contract.

(b) *Reporting of transactional data*. The Contractor must report all transactional data under this contract as follows:

(1) The Contractor must electronically report transactional data by utilizing the reporting system at an internet website designated by the General Services Administration (GSA) or by uploading the data according to GSA instructions. GSA will post registration instructions and reporting procedures on the Vendor Support Center website at https://vsc.gsa.gov. The reporting system website address, as well as registration instructions and reporting procedures, will be provided at the time of award or inclusion of this clause in the contract.

(2) The Contractor must provide, at no additional cost to the Government, the following transactional data elements, as applicable:

(i) Contract or Blanket Purchase Agreement (BPA) Number.

(ii) Delivery/Task Order Number/Procurement Instrument Identifier (PIID).

(iii) Non Federal Entity.

(iv) Description of Deliverable.

(v) Manufacturer Name.

(vi) Manufacturer Part Number.

(vii) Unit Measure.

(viii) Quantity of Item Sold.

(ix) Universal Product Code.

(x) Price Paid per Unit.

(xi) Total Price.

(xii) Special Item Number (SIN).

(xiii) Agency Name (for OS4 SINs only).

(xiv) Tier 3 Agency Name (for OS4 SINs only).

(3) The Contractor may provide, at no additional cost to the Government, the following transactional data elements, as applicable:

(i) Order Date.

(ii) Ship Date.

(iii) Zip Code Shipped To.

(iv) Federal Customer - Treasury Agency Code.

(4) Based on the reporting points listed in paragraph (b)(8) of this clause, the Contractor must report transactional data within 30 calendar days from the last calendar day of the month. If there was no contract activity during the month, the Contractor must submit a confirmation of no reportable transactional data within 30 calendar days of the last calendar day of the month.

(5) The Contractor must report transactional data elements with an associated monetary value (e.g., price paid per unit and total price)] in U.S. dollars.

(6) The reported price paid per unit and total price must include the Industrial Funding Fee (IFF).

(7) The Contractor must maintain a consistent accounting method of transactional data reporting, based on the Contractor's established commercial accounting practice.

(8) Reporting Points. (i) The acceptable points at which transactional data may be reported include—

(A) Issuance of an invoice; or

(B) Receipt of payment.

(ii) The Contractor must determine whether to report transactional data on the basis of invoices issued or payments received.

(9) The Contractor must furnish transactional data reports, including confirmation of no transactional data, through physical completion of the last outstanding task or delivery order of the contract.

(10) Unless otherwise expressly stated by the ordering activity, orders that contain classified information or other information that would compromise national security are exempt from this reporting requirement.

(11) This clause does not exempt the Contractor from fulfilling reporting requirements contained elsewhere in the contract.

(12) GSA reserves the unilateral right to change reporting instructions and reporting procedures following 60 calendar days advance notification to the Contractor.

(c) *Industrial Funding Fee*.

(1) This contract includes an IFF charged on orders placed against this contract. The IFF is paid by the authorized ordering activity but remitted to GSA by the Contractor. The IFF reimburses GSA for the costs of operating the Federal Supply Schedule program, as set forth in 40 U.S.C. 321. Net operating revenues generated by the IFF are also applied to fund initiatives benefiting other authorized GSA programs, in accordance with 40 U.S.C. 321.

(2) GSA has the unilateral right to change the IFF amount at any time, but not more than once per year; GSA will provide reasonable notice prior to the effective date of any change. GSA will post notice of the current IFF on the Vendor Support Center website at https://vsc.gsa.gov.

(3) Offerors must include the IFF in their prices. The IFF is included in the awarded price(s) and reflected in the total amount charged to ordering activities. The IFF will not be included in the price of non-contract items purchased pursuant to a separate contracting authority, such as a Governmentwide Acquisition Contract (GWAC); a separately awarded Federal Acquisition Regulation (FAR) part 12, 13, 14, or 15 procurement; or a non-FAR contract.

(4) The Contractor must remit the IFF to GSA in U.S. dollars within 30 calendar days after the last calendar day of the reporting quarter; final payment must be remitted within 30 calendar days after physical completion of the last outstanding task order or delivery order issued against the contract.

(5) GSA reserves the unilateral right to change remittance instructions following 60 calendar days advance notification to the Contractor.

(d) *Non-compliance*. The Contractor's failure to remit the full amount of the IFF within 30 calendar days after the end of the
applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR subpart
32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding
or offsetting payments and interest on the debt (see FAR clause 52.232-17, Interest). If the Contractor fails to submit the
required transactional data reports, falsifies them, or fails to timely pay the IFF, these reasons constitute sufficient cause for
the Government to terminate the contract for cause.

Note: Regulation 552.238-80

Subpart - paragraph (b)(3) TDR data elements -

Order date - this field is optional for products only
Ship date - this field is optional for products only
Zip Code shipped to - this field is optional for products only
Federal Customer -Treasury Agency Code - optional for both products and services

FSS contractors are required to report sales and remit IFF for Schedule items sold via FedMall, just as they would for any other Schedule sale. FedMall sales of Schedule items are treated no differently than sales earned via GSA Advantage! or from orders directly placed by an ordering activity.

This clause applies to contracts participating in the Transactional Data Reporting (TDR) Pilot.

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

52.204-7 SYSTEM FOR AWARD MANAGEMENT (NOV 2024)

(a) Definitions. As used in this provision —

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"*Registered in the System for Award Management (SAM)*" means that —

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"*Unique entity identifier*" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) (1) An Offeror is required to be registered in SAM when submitting an offer or quotation and at time of award (see FAR clause 52.204-13, System for Award Management Maintenance, for the requirement to maintain SAM registration during performance and through final payment).

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

(6) Date the company was started.

(7) Number of employees at your location.

(8) Chief executive officer/key manager.

(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See https://www.sam.gov for information on registration.

552.238-88 GSA ADVANTAGE!®. (JULY 2024)

(a) The Contractor shall participate in the GSA Advantage!® online shopping service. Information and instructions regarding Contractor participation are contained in clause 552.238-103, Electronic Commerce.

(b) The Contractor shall refer to contract clauses 552.238-77, Submission and Distribution of Authorized FSS Price Lists (which provides for submission of price lists on a common-use electronic medium), and 552.238-82, Modifications (which addresses electronic file updates).

(c) Single-use plastic (SUP) free packaging icon. Contractors are encouraged to utilize the GSA Advantage!® single-use plastic (SUP) free packaging icon when applicable (see 552.238-118). The offeror may include in their price list if the contractor is providing SUP free packaging (either for shipping or as part of the product packaging) at either a price premium or discount (see 552.238-119).

(End of clause)

552.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) PARTICIPANTS (MAY 2024) (DEVIATION FAR 52.219-18)

(a) Offers are solicited only from:

(1) Small business concerns expressly certified by the Small Business Administration (SBA) for participation in SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(i) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(ii) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.;

(2) A joint venture, in which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause, that complies with 13 CFR 124.513(c); or

(3) A joint venture—

(i) That is comprised of a mentor and an 8(a) protégé with an approved mentor-protégé agreement under the 8(a) program;
(ii) In which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause; and
(iii) That complies with 13 CFR 124.513(c).

(b) By submission of its offer, the Offeror represents that it meets the applicable criteria set forth in
paragraph (a) of this clause.
(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the
successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation. A
Contracting Officer may consider a joint venture for contract award. SBA does not approve joint
ventures for competitive awards, but see 13 CFR 124.501(g) for SBA's determination of participant
eligibility.
(d) The Contractor will notify the Contracting Officer in writing immediately upon entering any
agreement (either oral or written) to transfer all or part of its stock.

(End of clause)

552.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (ALTERNATE I NOV 2021) (DEVIATION FAR 52.212-4) (JAN 2023)

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [*Insert portion of labor rate attributable to profit.*]

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the

Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor’s employees selected or retained by the Contractor after any of the Contractor’s managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) "Direct materials" means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) "Hourly rate" means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) "Materials" means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) "Subcontract" means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate*.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more

frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the
Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(*1)* If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(*2*) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(*3*) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-(1) Quantities being acquired; and(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."](2) Indirect Costs (Material Handling, Subcontract

Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price:[Insert a fixed amount for the indirect costs and payment schedule. Insert "$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None')."]

(2) *Total cost*. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same

due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT,

see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87,

Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements -Unenforceable Clauses provision.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in 502.101) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the commercial supplier agreement. If the commercial supplier agreement is invoked through an “I agree” click box or other comparable mechanism (e.g., “click-wrap” or “browse-wrap” agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification or any other payment by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(w) *Commercial supplier agreements unenforceable clauses.*When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined

502.101), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, “this agreement” means the commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability*. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR 12).

(ii) *End user*. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes*. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) *Continued performance*. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).c

(v) *Arbitration; equitable or injunctive relief*. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) *Updating terms*.

(A) After award, the contractor may unilaterally revise commercial supplier agreement terms: if they are not material. A material change is defined as:

(1) Terms that change Government rights or obligations;

(2) Terms that increase Government prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *No automatic renewals*. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) *Indemnification*. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(ix) *Audits*. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.

(B) (B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes) through the Disputes clause at 552.212-4(d); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) *Taxes or surcharges*. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) *Non-assignment*. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) *Confidential information*. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed “confidential information.” Issues regarding release of “unit pricing” will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

(End of clause)

Note: Regulation 552.212-4
This clause applies to Time-and-Materials or Labor Hour orders.

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552.238-119 SINGLE-USE PLASTIC (SUP) FREE PACKAGING AVAILABILITY (JUL 2024)

(a) Definitions. As used in this clause—

Single-use plastic (SUP) packaging means any plastic used for the containment, protection, handling, delivery, or presentation of goods by a producer for a consumer with the intent of being used once and then discarded, recycled or disposed of immediately after its contents have been used or unpackaged, and typically not refilled or otherwise reused by the producer. Packaging includes, but is not limited to brand packaging, grouped packaging, shipping packaging, ancillary packaging, and redundant packaging.

Single-use plastic (SUP) free packaging means product or shipping containment materials free of single-use plastic. Other attributes of single-use plastic free packaging may include the following: use of minimal materials, will be reused multiple times, or produces less emissions compared to traditional manufacturing or distribution. These additional attributes alone do not qualify as SUP free. Examples may include, but are not limited, to corrugated cardboard, paper products, and paper backed tape.

(b) General. The Contractor, in connection with this contract, is encouraged to—

(1) Evaluate their products for redundant or unnecessary packaging that can be eliminated without affecting quality.

(2) Package all products for shipment according to the Government's instructions or, if there are no instructions, in a manner sufficient to ensure that the products are delivered in undamaged condition with as little plastic waste material as possible.

(3) Limit the use of plastic packaging materials that have a high likelihood of not being reused or recycled, as appropriate (e.g., plastic casing or wrapping).

(4) Adopt SUP free packaging to the maximum extent practicable, as appropriate.

(c) Procedures.

(1) Price premiums and discounts. For any single-use plastic (SUP) free packaging identified per 552.238-118, Single-use Plastic (SUP) Free Packaging Identification, the Contractor may include in the submitted price list (see the Schedule, also referred to as MAS, solicitation instructions for submitting price list SUP free packaging). The submitted FSS contract price list may include a separate means of displaying information regarding product packaging. If the Contractor is providing SUP free packaging at either a price premium or discount, this should be clearly identified in the submitted price list.

(2) Submission requirements. As additional SUP free packaging becomes available, the Contractor is encouraged to notify GSA of these changes, and is responsible for keeping all electronic catalog data current

(3) Identification of SUP free packaging. For easy identification of SUP free packaging, once

available, GSA will use a SUP free packaging icon in GSA Advantage!®.

(i) Offerors who provide SUP free packaging and want to benefit from the GSA Advantage!® SUP free packaging icon must provide the information required in 552.238-118, Single-use Plastic (SUP) Free Packaging Identification.

(ii) The Contractor is encouraged to place the GSA logo and GSA Advantage!® SUP free packaging icon on their website and FSS price list for applicable supplies, see https://www.gsa.gov/logos. If the Contractor elects to use the GSA logo or icon, the website must clearly distinguish between those items awarded on the GSA contract and any other items offered by the Contractor on an open market basis.

(d) Reliability. Accuracy of information and computation of prices for this clause is the responsibility of the Contractor. In addition to the other remedies available in the contract, the remedies may include, but are not limited to, the following:

(1) SUP free packaging is provided at a higher rate but different packaging is received, the Government may pursue corrective action.

(2) If SUP free packaging is utilized, but the product received is damaged, the Contractor shall replace the item, refund the item, or the Government may pursue corrective action.

(3) Inclusion of incorrect information in the price list regarding SUP free packaging may cause the Contractor to correct and resubmit the price list.

(4) Failure to correct applicable information for this clause, may constitute sufficient cause for termination, pursuant to FAR 52.212-4, Contract Terms and Condition-Commercial Products and Commercial Services, or remedies as provided by law.

(End of clause)

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52.240-1 PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT-COVERED FOREIGN ENTITIES (NOV 2024)

(a) Definitions. As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list developed and maintained by the Federal Acquisition Security Council (FASC) and published in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act-covered foreign entity.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) Prohibition. The Contractor is prohibited from—

(1) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.);

(2) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.); and

(3) On or after December 22, 2025, using Federal funds for the procurement or operation of a FASC prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(c) *Procedures*. The Contractor shall search SAM at https://www.sam.gov for the FASC-maintained list of American Security Drone Act-covered foreign entities prior to proposing, or using in performance of the contract, any unmanned aircraft system. Additionally, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(d) Exemptions, exceptions, and waivers. The prohibitions in this clause do not apply where the agency has determined an exemption, exception, or waiver applies and the contract indicates that such a determination has been made. [See sections 1823 through 1825 and 1832 of Public Law 118-31 (41 U.S.C. 3901 note prec.) for statutory requirements pertaining to exemptions, exceptions, and waivers.].

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.223-2 REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024) (DEVIATION FEB 2025)

(a) *Definitions.* As used in this clause-

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 4270.2)

USDA-designated product category means a generic grouping of products that are or can be made with biobased materials-

(1) That are listed by USDA in a procurement guideline available at https://www.biopreferred.gov/resources/categories.html; and

(2) For which USDA has provided purchasing recommendations (available at https://www.biopreferred.gov or 7 CFR part 4270).

(b) The Contractor shall report to https://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(c) Submit this report no later than-

(1) October 31 of each year during contract performance; and

(2) At the end of contract performance.

52.223-10 WASTE REDUCTION PROGRAM (MAY 2024) (DEVIATION FEB 2025)

(a) Definitions. As used in this clause-

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion. Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials. Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) The Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).

(Note: This is an FSS reproduction using word processing software) **STANDARD FORM 1449** (10-95) **(BACK)**

52.223-23 SUSTAINABLE PRODUCTS AND SERVICES (MAY 2024) (DEVIATION FEB 2025)

(a) Definitions. As used in this clause-

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR part 4270.2).

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process. (42 U.S.C. 6903).

Sustainable products and services means

(1) Products containing recovered material designated by the U.S. Environmental Protection Agency (EPA) under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurementguideline-cpg-program#products)

(2) Energy- and water-efficient products that are ENERGY STAR® certified or Federal Energy Management Program (FEMP)-designated products (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energyefficient-products and https://www.energystar.gov/products?s=mega)

(3) Biobased products meeting the content requirement of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR part 4270) (https://www.biopreferred.gov)

(4) Acceptable chemicals, products, and manufacturing processes listed under EPA's Significant New Alternatives Policy (SNAP) program, which ensures a safe and smooth transition away from substances that contribute to the depletion of stratospheric ozone (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap).

(b) Requirements.

(1) The sustainable products and services, including the purchasing program and type of product or service, that are applicable to this contract, and any products or services that are not subject to this clause, will be set forth in the statement of work or elsewhere in the contract

(2) The Contractor shall ensure that the sustainable products and services required by this contract are—

(i) Delivered to the Government;

(ii) Furnished for use by the Government;

(iii) Incorporated into the construction of a public building or public work; and

(iv) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract (versus costs which are normally applied to the Contractor's general and administrative expenses or indirect costs). This includes services performed by contractors performing management and operation of Government-owned facilities to the same extent that, at the time of award, an agency would be required to comply if an agency operated or supported the facility.

(c) *Resource. The Green Procurement Compilation (GPC) available at https://sftool.gov/greenprocurement provides a comprehensive list of sustainable products and services and sustainable acquisition guidance. The Contractor should review the GPC when determining which statutory purchasing programs apply to a specific product or service.*

End of clause

52.222-9 Apprentices and Trainees (Jul 2005) (DEVIATION FEB 2025)

(a) Apprentices.

(1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed-

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually

performed.

(4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (JAN 2025)

(a) *Definition*. "Commercially available off-the-shelf (COTS)" *item*, as used in this clause-

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product in Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of the threshold specified in FAR 9.405-2(b) on the date of subcontract award with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed the threshold specified in FAR 9.405-2(b) on the date of subcontract award, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, proposed for debarment, or voluntarily excluded, by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, proposed for debarment, or voluntarily excluded (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, proposed debarment, or voluntary exclusion.

(e) *Subcontracts.* Unless this is a contract for the acquisition of commercial products or commercial services, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that–

(1) Exceeds the threshold specified in FAR 9.405-2(b) on the date of subcontract award; and

(2) Is not a subcontract for commercially available off-the-shelf items.

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2025)

(a) Definitions. As used in this contract —

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Dynamic Small Business Search (DSBS) and SAM.

"Service-disabled veteran-owned small business (SDVOSB) concern" means a small business concern—

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) Service-disabled veteran, as used in this definition, means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that-

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

"Veteran-owned small business concern" means a small business concern —

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C.101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern —

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the

United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(c) (1) A joint venture qualifies as a small business concern if—

(i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or

(ii) The protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under a SBA mentor-protégé program. (See 13 CFR 125.9(d).)

(2) A joint venture qualifies as a HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).

(d) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(e) (1) Unless the Contractor has reason to question the representation, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(2) Unless the Contractor has reason to question the representation, it may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if—

(i) The subcontractor is registered in SAM; and

(ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(4) In accordance with 13 CFR 121.411, 126.900, 127.700, and 128.600, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing DSBS at https://web.sba.gov/pro-net/search/dsp_dsbs.cfm. If the subcontractor is a joint venture, the Contractor shall confirm that at least one party to the joint venture is certified by SBA as a HUBZone small business concern. The Contractor may confirm the representation by accessing SAM.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2025) (ALT II NOV 2016)

(a) This clause does not apply to small business concerns.

(b) *Definitions*. As used in this clause—

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601*, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at* 43 U.S.C. 1626(e)(1)*. This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of* 43 U.S.C. 1626(e)(2)*.*

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial products and commercial services sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Commercial product means a product that satisfies the definition of "commercial product" in Federal Acquisition Regulation (FAR) 2.101*.*

Commercial service means a service that satisfies the definition of "commercial service" in FAR 2.101*.*

Electronic Subcontracting Reporting System (eSRS) means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at http://www.esrs.gov

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 *et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with* 25 U.S.C. 1452(c)*. This definition also includes Indian-owned economic enterprises that meet the requirements of* 25 U.S.C. 1452(e)

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Total contract dollars means the final anticipated dollar value, including the dollar value of all options.

Untimely payment means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)

(1) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)

(i) Unless the Contractor has reason to question the representations, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) Unless the Contractor has reason to question the representations, it may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if—

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 126.900, 127.700, and 128.600, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offeror’s subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 15

U.S.C. 657r(a), an Offeror that is a mentor with an SBA-approved mentor-protégé agreement (see 13 CFR 125.9) that provides a subcontract to its protégé may apply the costs incurred for training it provides to its protégé toward its subcontracting plan goals, provided that protégé is a covered territory business or that protégé has its principal office located in the Commonwealth of Puerto Rico. In accordance with 43 U.S.C. 1626—

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor

(2) A statement of–

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts, including all indirect costs except as described in paragraph (g) of this clause, to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with–

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns, including entities that are treated as small business concerns by statute for certain purposes (*e.g.*, ANCs, see 13 CFR 125.3(b)(2)) that receive subcontracts in excess of the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will–

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Contractor with the subcontracting plan;

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

(iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating-

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact-

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through-

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if–

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the Contractor will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor’s lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing the Dynamic Small Business Search (DSBS) at https://web.sba.gov/pro-net/search/

dsp_dsbs.cfm

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided-

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial products and commercial services. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial product or commercial service. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. A Contractor authorized to use a commercial subcontracting plan shall include in its subcontracting goals and in its SSR all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Products and Commercial Services, or when the subcontractor provides a commercial product or commercial service subject to the clause at FAR 52.244-6, Subcontracts for Commercial Products and Commercial Services, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns;" or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.*

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)

(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B If a subcontracting plan has been added to the contract pursuant to 19.702 a)(1)(iii) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a

cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides–

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR.*

(i) Reports submitted under individual contract plans–

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.702(a), and the contractand contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) *Reports submitted under a commercial plan-*

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REPRESENTATION (JAN 2025)

(a) *Definitions*. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented its status as any of the small business concerns identified at 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic

status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, for the NAICS code assigned to an order (except that paragraphs (c)(1) through (3) of this clause do not apply to an order issued under a Federal Supply Schedule contract at subpart 8.4)

(1) Set aside exclusively for a small business concern identified at 19.000(a)(3) that is issued under an unrestricted multiple-award contract, unless the order is issued under the reserved portion of an unrestricted multiple-award contract (*e.g.,* an order set aside for a woman-owned small business under a multiple-award contract that is not set-aside, unless the order is issued under the reserved portion of the multiple-award contract);

(2) Issued under a multiple-award contract set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying multiple-award contract (*e.g.,* an order set aside for a HUBZone small business concern under a multiple-award contract that is set aside for small businesses);

(3) Issued under the part of the multiple-award contract that is set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying set-aside part of the multiple-award contract (*e.g.,* an order set aside for a WOSB concern under the part of the multiple-award contract that is partially set aside for small businesses); and

(4) When the Contracting Officer explicitly requires it for an order issued under a multiple-award contract, including for an order issued under a Federal Supply Schedule contract (see 8.405-5(b) and 19.301-2(b)(2)).

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraphs (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract

number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it # is, # is not a small business concern under NAICS Code _____ assigned to contract number _____.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it # is, # is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it # is, # is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it # is, # is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __ .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it # is, # is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* __ .]

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it # is, # is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it # is, # is not a service-disabled veteran-owned small business concern.

(8) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it # is, # is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The Contractor shall enter the name and unique entity identifier of each party to the joint venture:__.]

(9) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that—

(i) It # is, # is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It # is, # is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

End of clause

52.222-19 CHILD LABOR-COOPERATION WITH

AUTHORITIES AND REMEDIES (JAN 2025)

(a) *Applicability*. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in-

(1) Israel, and the anticipated value of the acquisition is $50,000 or more;

(2) Mexico, and the anticipated value of the acquisition is $102,280 or more; or

(3) Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway,, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or the United Kingdom and the anticipated value of the acquisition is $174,000 or more.

(b) *Cooperation with Authorities*. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations*. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) *Remedies*.

(1) The Contracting Officer may terminate the contract.

(2) The suspending and debarring official may suspend the Contractor in accordance with procedures in FAR subpart 9.4.

(3) The suspending and debarring may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR subpart 9.4.

End of clause

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN

2025)

(a) *Definitions.* As used in this clause –

Commercially available off-the-shelf (COTS) item –

(1) Means any item of supply that is –

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee –

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall –

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the

contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of –

(i) *All new employees*.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract*. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees*. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of –

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspending and debarring official.

(ii) During the period between termination of the MOU and a decision by the suspending and debarring official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is not suspended, debarred, or subject to a voluntary exclusion, then the Contractor must reenroll in

E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: https://www.e-verify.gov.

(d) *Individuals previously verified*. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee –

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that –

(1) Is for –

(i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than $3,500; and

(3) Includes work performed in the United States.

End of clause

52.212-5 **Contract Terms and Conditions Required To Implement Statutes or Executive Orders -Commercial Products and Commercial Services (JAN 2025) (DEVIATION FEB 2025)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31

U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I

(Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

N/A (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(6) Reserved

N/A (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

N/A (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115–390, title II).

(11)

N/A (i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

X (ii) Alternate I (Dec 2023) of 52.204-30.

X (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025)

(31 U.S.C. 6101 note).

X (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(14) [Reserved].

X (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

N/A (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(17) Reserved

(18)

X (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

N/A (ii) Alternate I (Mar 2020) of 52.219-6.

(19)

N/A (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

N/A (ii) Alternate I (Mar 2020) of 52.219-7.

X (20) 52.219-8, Utilization of Small Business Concerns (Jan 2025)(15 U.S.C. 637(d)(2) and (3)).

(21)

N/A (i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

N/A (ii) Alternate I (Nov 2016) of 52.219-9.

X (iii) Alternate II (Nov 2016) of 52.219-9.

N/A (iv) Alternate III (Jun 2020) of 52.219-9.

N/A (v) Alternate IV (Jan 2025) of 52.219-9.

(22)

X (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

N/A (ii) Alternate I (Mar 2020) of 52.219-13.

X (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

X (24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

X (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

(26)

X (i) 52.219-28, Post award Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

N/A(ii) Alternate I (Mar 2020) of 52.219-28.

X (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged

Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

X (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

N/A(29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

X(30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

X(31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

X(32) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2025)(E.O. 13126).

(33) Reserved

N/A (34) Reserved

(35)

X (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

N/A (ii) Alternate I (Jul 2014) of 52.222-35.

(36)

X(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

N/A(ii) Alternate I (Jul 2014) of 52.222-36.

X (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

X (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(39)

X(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

N/A(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X(40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

(41)

X(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off- the-shelf items.)

N/A(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition

of commercially available off-the-shelf items.)

Required as applicable(42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, et seq.).

Required as applicable(43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, et seq.).

Required as applicable(44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, et seq.).

Required as applicable(45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, et seq.).

X(46) 52.223-23, Sustainable Products and Services (May 2024) (DEVIATION FEB 2025) (E.O. 140577 U.S.C. 8102, 42U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

(47)

X(i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

N/A(ii) Alternate I (Jan 2017) of 52.224-3.

(48)

Required as applicable(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).

N/A(ii) Alternate I (Oct 2022) of 52.225-1.

(49)

N/A(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
N/A(ii) Alternate I [Reserved].

N/A (iii) Alternate II (Jan 2025) of 52.225-3.

N/A(iv) Alternate III (Feb 2024) of 52.225-3.

N/A(v) Alternate IV (Oct 2022) of 52.225-3.

X(50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X(51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

N/A(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

N/A(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

N/A(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
X(55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

N/A(56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

N/A(57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

N/A(58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X(59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).

N/A(60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management

(Jul 2013) (31 U.S.C. 3332).

X(61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

X(62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X(63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

X(64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

(65)

X (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

N/A (ii) Alternate I (Apr 2003) of 52.247-64.

N/A (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

X(1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).

X(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

N/A(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May

2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

X(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014)

(41 U.S.C. chapter 67).

X(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

X(7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

Required as applicable (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

Required as applicable(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

N/A(10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii) (A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

(B) Alternate I (Dec 2023) of 52.204–30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) Reserved

(x) Reserved

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xvi)

(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR

clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

I-FSS-600 CONTRACT PRICE LISTS (DEC 2022)

(a) *Electronic Contract Data*.

(1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed format as required by GSAR clause 552.238-77, Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists.

(2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete, correct, readable, virus free, and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA Advantage!®, a menu driven database system that provides online access to contract ordering information, terms and conditions, current pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 30 days after award. Contractors should refer to the GSAR clause at 552.238-88, GSA Advantage!®, for further information.

(3) Further details on EDI, ICs, and GSA Advantage! ® can be found in GSAR clause 552.238-103, Electronic Commerce.

(4) The Contractor is encouraged to place the GSA logo on their website for those supplies or services covered by this contract. Contractors may link the GSA logo to their FSS price list. Only GSA Schedule holders may use the GSA logo, which is at https://www.gsa.gov/logos. All resultant "web price lists" shown on the Contractor's website must be in accordance with paragraph (b)(3)(ii) of this clause and nothing other than what was accepted/awarded by the Government may be included. If the Contractor elects to use contract identifiers on its website (either logos or contact number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the Contractor on an open market basis.

(5) The Contractor is responsible for keeping all electronic catalogs data current, accurate and complete, e.g., prices, product deletions and replacements, etc.

(b) *Federal Supply Schedule Price Lists*.

(1) The Contractor must prepare and distribute an FSS price list as required by GSAR clause 552.238-77, Submission and Distribution of Authorized Federal Supply Schedule (FSS) Price Lists.

(2) The Contractor must prepare an FSS price list by composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list or commercial market prices less discounts accepted by the Government. The cover page of the FSS price list must include the following statement: "Prices Shown Herein are Net (discount deducted)".

(3) The cover page of the FSS price list must include the following information prepared in the following format:

GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service Authorized Federal Supply Schedule FSS Price List

Online access to contract ordering information, terms and conditions, pricing, and the option to create an electronic delivery order are available through GSA Advantage!®. The website for GSA Advantage!® is: https://www.GSAAdvantage.gov.

Schedule title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product Code(s) and/or Service Codes (as applicable).

Contract number

Contract period

Contractor's name, address, and phone number (include toll free WATS number and FAX number, if applicable)

Contractor’s internet address/website where Schedule information can be found (as applicable)

Contract administration source (if different from preceding entry)

Business size

For more information on ordering go to the following website: https://www.gsa.gov/schedules.

CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the FSS price list, a table of contents must be shown on the cover page that refers to the exact location of the information.
1a. Table of awarded special item number(s) with appropriate cross reference to item descriptions and awarded price(s).
1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment discounts, or any other concession affecting price. Contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.
1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility, and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, the Contractor shall insert “Not applicable” for this item.
2. Maximum order.
3. Minimum order.
4. Geographic coverage (delivery area).
5. Point(s) of production (city, county, and State or foreign country).
6. Discount from list prices or statement of net price.
7. Quantity discounts.
8. Prompt payment terms. The Contractor must insert the following statement after identifying the prompt payment terms: "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."
9. Foreign items (list items by country of origin).
10a. Time of delivery. (Contractor insert number of days.)
10b. Expedited Delivery. The Contractor must insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its FSS price list that have expedited delivery.
10c. Overnight and 2-day delivery. The Contractor must indicate whether overnight and 2-day delivery are available. Also, the Contractor must indicate that the ordering activity may contact the Contractor for rates for overnight and 2-day delivery.

10d. Urgent Requirements. The Contractor must note in its FSS price list that ordering agencies can request accelerated delivery for urgent requirements.
11. F.O.B. point(s).
12a. Ordering address(es).
12b. Ordering procedures: See Federal Acquisition Regulation (FAR) 8.405-3.
13. Payment address(es).
14. Warranty provision.
15. Export packing charges, if applicable.
16. Terms and conditions of rental, maintenance, and repair (if applicable).
17. Terms and conditions of installation (if applicable).
18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).
18b. Terms and conditions for any other services (if applicable).
19. List of service and distribution points (if applicable).
20. List of participating dealers (if applicable).
21. Preventive maintenance (if applicable).
22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).
22b. If applicable, indicate that Section 508 compliance information is available for the information and communications technology (ICT) products and services offered and show where full details can be found (e.g., Contractor's website or other location). ICT accessibility standards can be found at https://www.section508.gov/.
23. Unique Entity Identifier (UEI) number.
24. Notification regarding registration in the System for Award Management (SAM) database.

(4) Amendments to the FSS price lists must include on the cover page the same information as the current FSS price list plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.

(5) Accuracy of information and computation of prices is the responsibility of the Contractor.

(6) Inclusion of incorrect information in the FSS price list will cause the Contractor to resubmit/correct the FSS price list, and may constitute sufficient cause for termination, pursuant to GSA clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services, and application of any other remedies as provided by law—including monetary recovery.

(End of clause)

Note: Regulation I-FSS-600
- All Commercial Off the Shelf (COTS) and commercial type products are prohibited from being duplicated and published to the Text File posted on the GSA Advantage environment (includes GSA eLibrary and GSA eBuy).

- All Commercial Off the Shelf (COTS) and commercial type products should be published for sale on GSA Advantage OR to the Text File posted on the GSA Advantage environment (includes GSA eLibrary and GSA eBuy).

- All Services offerings are prohibited from being duplicated and published to the Price List generated by the FAS Catalog Platform (FCP) AND the Text File posted on the GSA Advantage environment (includes GSA eLibrary and GSA eBuy).

- All Service offerings should be published to a Price List generated by FCP OR to the Text File posted on the GSA Advantage environment (includes GSA eLibrary and GSA eBuy).

552.238-120 ECONOMIC PRICE ADJUSTMENT—FEDERAL SUPPLY SCHEDULE CONTRACTS (SEP 2024)

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(a) Definition. Economic price adjustment method, as used in this clause, means the agreed upon procedures by which pricing may be adjusted throughout the contract period to include, but not limited to, the mechanism(s) to be used to adjust pricing (e.g., adjustments based on established pricing), the pricing subject to adjustment, and any other requirements (e.g., timing, frequency, limits on increases).

(b) General. This contract provides for economic price adjustment (EPA) to contract pricing based on the established EPA method. EPA provides for the increase and decrease to stated contract pricing upon the occurrence of specified conditions described in the EPA method, such as market index changes or unforeseeable significant changes in market conditions.

(c) Exceptions. This clause does not cover—

(1) Adjustments based on statute, Executive Order, or regulation (e.g., Service Contract Labor Standards (41 U.S.C. chapter 67) and AbilityOne procurements (FAR subpart 8.7));

(2) Adjustments based on a change clause (e.g., paragraph (c) of GSAR clause 552.212-4, Contract Terms and Conditions—Commercial Products and Commercial Services (FAR DEVIATION 52.212-4));

(3) Price reductions made under GSAR clause 552.238-81, Price Reductions;

(4) Adjustments based on GSAR clause 552.238-117, Price Adjustment-Failure to Provide Accurate Information; and

(5) Adjustments based on a contract clause that authorizes an adjustment based on specified actions or conditions.

(d) Economic price adjustment method. The EPA method may be revised through mutual agreement of the parties. In the event of a conflict between the EPA method and this contract, the contract shall control.

(e) Submission requirements. The Contractor shall submit EPA requests to the Federal Supply Schedule (FSS) Contracting Officer pursuant to the EPA method. EPA requests shall fully conform to the requirements of the EPA method and include sufficient information to support the request. The FSS Contracting Officer may request additional information from the Contractor.

(f) Contracting Officer responsibilities. The FSS Contracting Officer will— (1) Review the EPA request to ensure conformance with the EPA method, (2) Make a determination. The FSS Contracting Officer may use any information (e.g., market research) deemed necessary to support their determination. The FSS Contracting Officer may determine to— (i) Accept the EPA request either in whole or in part, (ii) Reject the EPA request either in whole or in part, or (iii) Take any other action deemed to be in the best interest of the Government (e.g., negotiate a more favorable EPA). (3) Notify the Contractor of their determination, and (4) Modify the contract, as applicable, to reflect the determination. Contract items that need to be removed from the contract as a result of rejection or an inability to reach agreement are to be removed in accordance with 552.238-79, Cancellation.

(g) Effective date. EPA requests approved by the FSS Contracting Officer under this clause shall apply to orders issued on or after the effective date of the contract modification. Blanket Purchase Agreements (BPAs) may be modified by the ordering agency in accordance with the terms and conditions of the BPA.

(h) Update of contract pricing and catalog data. The Contractor shall update its FSS pricing and any other FSS catalog data in accordance with the terms and conditions of this contract.

(End of clause)

Note: Regulation 552.238-120
Note: For fixed escalations, increases can only be applied on an annual basis on the anniversary date of contract award due to system limitations.

Trane U.S. Inc.
4833 White Bear Parkway
White Bear Lake, Minnesota 55110-3325

GSA FEDERAL SUPPLY SCHEDULE PROPOSAL

***Contract#* 47QSWA20D002A, *SAM UEI#* QJFJBF8ZBUM8, *CAGE Code#* 60532**

Customer:	Lauderdale Lakes City 2884 Corporate Way Miramar, FL 33025	***Date:***	9/18/24
		Job Name:	Lauderdale Lakes City - '24 BAS and IS SA
ATTN:	Robin Soodeen	***Terms of Delivery:***	N/A
Proposal #:	7892143	***Terms of Payment:***	½ % 10 – Net 30 Days

Trane is pleased to provide the enclosed proposal for your review and approval. This proposal is compliant with Trane's GSA Schedule MAS Contract#47QSWA20D002A and all its associated terms, conditions and negotiated pricing. In the event of a discrepancy between this proposal and the MAS contract, the MAS contract terms and conditions shall govern and take precedence. This proposal is valid for 30 days.

Included in the Proposal – Scope of Work

Continuation of Service Agreement 2020 BAS and IS

PROPOSED SCHEDULE OF SERVICES

Service Solutions	Qty.	Q1	Q2	Q3	Q4
On-site Scheduled Maintenance	2	1		1	
Remote Inspections	2		1		1

HVAC EQUIPMENT COVERAGE

Lauderdale Lakes City

The following "Covered Equipment" will be serviced at Lauderdale Lakes City Of:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	BMSB001AAA	E18F01061	

Service Description	Quantity Per Year
Extended System Analysis and Review (Service 1)	2

Service Description	Quantity Per Year
RTU Controls Support (Service 2)	2

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	INTELLIGEN	VS4699681	INTELLIGENT SERVICES

Service Description	Quantity Per Year
IS Remote Analytics and Advisory Review BP (Service 3)	2
IS Consult Report Creation (Service 4)	1

CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Extended System Analysis and Review
Description
- System Controller and Communication Inspection
- Tracer SC System Back-Up
- System Controller SW Service Pack/Patch
- Verify System Software Configuration & Programming
- Customer Review Meeting
- Labor to Fix Issues Found During System SW Config and Programming Review (Tracer SC BAS R'newal)
- Tracer SC System Back-Up

Service 2: RTU Controls Support
Description
- Connect Service Tool
- Sequence of Operation Verification
- Loop Tuning
- System Controller Inspection
- Verify System Software Programming
- Review System Results
- Disconnect Service Tool

Service 3: IS Remote Analytics and Advisory Review BP
Description
- IS Project Scope - Service Advisory Review BP Based on Offer Sold
- Remote Diagnostics Review
- Alarm Log Review
- IS Remote Review Analytics for Pull Through Opportunities
- IS Provide List of Opportunities to IS Team

Service 4: IS Consult Report Creation
Description
- IS Project Scope - Customer Report Creation Based on Offer Sold
- IS Create Customer Consult Report

Excluded from the Proposal

Taxes, Hazardous Material identification, abatement and/or removal are excluded from this scope of work.
Any repairs required are excluded from this scope of work

Open Market Items (as allowed per FAR 8.402(f) for administrative convenience)

Not Applicable

Pricing Summary

This is a Firm-Fixed-Price (FFP) quote under Trane's GSA MAS Contract. The following is a pricing summary:

Pricing By Special Item Numbers (SINs)

SIN 238910	$9,376.00
SIN OLM	$744.00
➢ ***LUMP SUM PRICE FOR ENTIRE PROJECT***	**$10,120.00**

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	$10,120.00	$2,530.00	Quarterly
Year 2	$10,524.00	$2,631.00	Quarterly
Year 3	$10,946.00	$2,736.50	Quarterly
Year 4	$11,384.00	$2,846.00	Quarterly
Year 5	$11,840.00	$2,960.00	Quarterly

**Annual contract increases are in accordance with GSA contract guidelines*

Term

The Initial Term of this Service Agreement is 5 years, beginning December 1, 2024. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Respectfully submitted,

Nicole Elstad
Account Manager - Controls
Cell: (954) 913-9985

This proposal is made subject to Trane's Commercial Supplier Terms & Conditions located online at www.trane.com/gsaschedule/termsofsale and are hereby incorporated by this reference.

GSA Schedule
Contract # 47QSWA20D002A

Trane U.S. Inc.
4833 White Bear Parkway
White Bear Lake, Minnesota 55110-3325

Acknowledgement & Acceptance

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
Robin Soodeen Authorized Representative	 Submitted By: Nicole Albarano
Robin Soodeen Printed Name	Proposal Date: September 18, 2024 Cell: Office: (954) 499-6900 License Number: 023485
Assistant Director Public Works Title	Rhett Baldwin Authorized Representative
22500114 Purchase Order	Area General Manager Title
12/09/2024 Acceptance Date	12/09/2024 Signature Date

CITY OF LAUDERDALE LAKES
4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA, 33319-5599
TEL (954) 535-2700 / FAX (954) 535-1892
www.lauderdalelakes.org

CONTRACT NO.
BUILDING AUTOMATION SYSTEMS (BAS) QUARTERLY MAINTENANCE AND RELATED REPAIRS FOR TRANE CHILLER PLANT

This Contract is made as of the ____ day of _____, 2025, between THE CITY OF LAUDERDALE LAKES, a municipal corporation existing under the laws of the State of Florida, ("CITY"), and Trane US INC. DBA South Florida Trane Service, a Company, authorized to do business in the State of Florida, ("CONTRACTOR"), ("Parties"), whose Federal I.D. number is 25-0900465.

WHEREAS, the City of Lauderdale Lakes solicited proposals from a qualified Contractor for the inspection and maintenance services for the Trane Building Automation Systems (BAS) and any unforeseen maintenance and emergency repairs to the chiller plant at city hall;

WHEREAS, at its meeting of _____ xx, 2025, by Resolution # _____, the CITY Commission authorized the proper CITY officials to execute this Contract hereinafter referred to as Contract # _____and;

WHEREAS, the CONTRACTOR is willing and able to perform the work of Building Automation Systems (BAS) services and any unforeseen maintenance and emergency repairs for the compensation and on the terms hereinafter set forth; and

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, do agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to assist the City of Lauderdale Lakes for the inspection and maintenance services Building Automation Systems (BAS) and any unforeseen maintenance and emergency repairs to the chiller plant at city hall as set out in the Scope of Work detailed in Exhibit "A" attached hereto and made part hereof.

The CITY's Representative/Liaison during the performance of this Contract shall be Mr Ronald Desbrunes, telephone (954) 535-2778 or ronaldd@lauderdalelakes.org

ARTICLE 2 - TERM

The Work to be performed under this Agreement shall be effective December 1, 2024 and, subject to authorized adjustments, shall be completed on November 30, 2029. CONTRACTOR agrees that all Work under this Agreement shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed term. Failure to achieve timely, substantial and/or final completion shall be regarded as a material breach of this Agreement, and shall be subject

to the appropriate remedies including but not limited to liability for liquidated damages in accordance with Article 5.

Extension of Contract:

The CITY reserves the right to automatically extend the Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The CITY shall notify the CONTRACTOR in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the CITY and the CONTRACTOR are in mutual agreement of such extensions

ARTICLE 3 - PAYMENTS TO CONTRACTOR

The total amount to be paid by the CITY under this Contract for all services and materials shall be priced using the pricing structure according to **Exhibit "B", (TRANE Proposal# 7892143)** Schedule of Professional Fees. Such payment shall be made within thirty (30) days from the last day of each respective month in which CONTRACTOR has performed the Services and issued an invoice to the CITY's Accounts Payable Department.

CONTRACTOR, as appropriate, shall invoice the CITY for the work performed under this Contract. Invoices received from the CONTRACTOR pursuant to this Contract shall be reviewed and approved by the CITY's Representative. If there is no objection to the invoice, the CITY shall pay the full invoice amount within thirty (30) days of the CITY's receipt of the invoice. If there is a dispute as to the invoiced amount, the CITY shall notify the CONTRACTOR of the dispute within fifteen (15) days of the CITY's receipt of the invoice. The CITY shall pay the CONTRACTOR the undisputed invoiced amount within thirty (30) days of its receipt of the invoice. The disputed amount of the invoice shall not be paid by the CITY until a resolution has been reached between the CITY and the CONTRACTOR as to the disputed portions of the invoice.

Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY on an annual basis. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are waived by the CONTRACTOR.

Approval by the CITY shall not constitute nor be deemed a release of the responsibility and liability of the CONTRACTOR, his employees, sub-contractors, agents and Contractors for the accuracy and competency of their designs, working drawings, and specifications or other documents and works; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for a defect or omission in designs, working drawings, and specifications or other documents prepared by the CONTRACTOR, his employees, sub-contractors, agents and Contractors.

Appropriations: Payment under this Contract is subject to annual appropriations of the governing body. The CITY will immediately notify the CONTRACTOR to stop work if funds are not appropriated and will pay CONTRACTOR for all work performed up to the time of the stop work notice.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

Said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates. The CITY shall exercise its rights under this Article 4 within one (1) year following the rendering of the final invoice. Said date shall be extended if the Contract is renewed.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONTRACTOR upon ninety (90) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with this Contract through no fault of the CONTRACTOR. The Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written Termination Notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. In the event the CITY elects to terminate this Contract without cause, however, the CITY shall pay the CONTRACTOR a termination fee of One Hundred Dollars ($100). After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

A. Stop work on the date to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

Termination for Convenience: The CITY, by written notice, may terminate this Contract, in whole or in part, when it is in the CITY's best interest. If this Contract is terminated, the CITY shall be liable only for the goods and services delivered and accepted. The CITY may provide the CONTRACTOR thirty (30) days prior notice before said termination becomes effective. However, at the CITY's prerogative, a termination for convenience may be effective immediately and may apply to release orders (if applicable) or to the Contract in whole.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local laws to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit "C", must be made known to the CITY's Representative and written approval must be granted by the CITY's Representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subContractor or to reject the selection of a particular subContractor and to inspect all facilities of any subContractors in order to make a determination as to the capability of the subContractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONTRACTOR uses any subContractors on this project the following provisions of this Article shall apply:

If a subContractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subContractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subContractor by the CITY. The substitution of a subContractor shall not be adequate cause to excuse a delay in the performance any portion of this Contract as set forth in the Scope of Work.

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The CONTRACTOR, its subContractors, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the subContractor for work to be performed for the CITY the CONTRACTOR must incorporate the terms of this Contract.

ARTICLE 8 – INSURANCE

A. The CONTRACTOR shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the CITY's Representative prior to the commencement of operations. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S Representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

C. The CONTRACTOR shall maintain during the term of this Contract, standard **Professional Liability Insurance** in the minimum amount of **$1,000,000 per occurrence.**

D. The CONTRACTOR shall maintain, during the life of this Contract**, Comprehensive General Liability** Insurance in the amount of **$1,000,000 per occurrence** to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

E. The CONTRACTOR shall maintain, during the life of this Contract, **Comprehensive Automobile Liabilit**y insurance in the minimum amount of **$1,000,000 combined single limit for bodily injury and property damage liability** to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

F. The CONTRACTOR shall maintain, during the life of this Contract, adequate **Workers' Compensation Insurance and Employer's Liability Insurance** in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

G. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors comply with the same insurance requirements referenced above.

H. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligation under this section or under any other section if this Section or under any other section of the Contract.

I. CONTRACTOR shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the CITY shall suspend the Contract until such time as the new or renewed certificates are received by the CITY in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the CITY may at its sole discretion, terminate the Contract and seek re-purchasing charges from the CONTRACTOR.

J. In the judgment of the CITY, prevailing conditions warrant the provision by CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONTRACTOR of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONTRACTOR fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the CITY's written notice, the CITY, at it's sole option, may terminate the Contract upon written notice to the CONTRACTOR, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

K. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY of Lauderdale Lakes as "Additional Insured" and shall unequivocally provide thirty (30) days written notice to the CITY prior to any adverse changes, cancellation or non-renewal of coverage thereunder.

ARTICLE 9 - INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, and other persons employed or utilized by CONTRACTOR in the performance of this Contract.

The CONTRACTOR, without exemption, shall indemnify and hold harmless the CITY, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option and expense, procure for the CITY the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the CONTRACTOR and receive reimbursement. If the CONTRACTOR used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

It is further the specific intent of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" thereof.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above noted, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract. Nothing herein shall be construed as creating any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 11 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. The venue of all actions in State or Federal Court relating to this Contract will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No single or partial exercise by any part of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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ARTICLE 12 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, in the CITY, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having such interest shall be employed in the performance hereof.

The CONTRACTOR shall promptly notify the CITY's Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR undertakes and request an opinion of the CITY, whether or not such association, interest or circumstances will in the CITY's opinion constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstances would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR may enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 13 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises as a result of a "Force Majeure." Force Majeure shall mean any delay occasioned by superior or irresistible force occasioned by violence in nature without the interference of human agency such as hurricanes, tornados, flood and total loss caused by fire and other similar unavoidable casualties, changes in federal, state or local laws, ordinances, codes or regulations, enacted after the date of this Agreement and having a substantial impact on the project, or other causes beyond the CONTRACTOR's control or by any other such causes which the CONTRACTOR and the CITY Commission decide in writing justify the delay. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact on the bidding process shall not be considered a Force Majeure.

ARTICLE 14 - PLEDGE OF CREDIT, ARREARS

The CONTRACTOR shall not pledge the CITY's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials, in both hard copy and electronic mail, prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party directly or indirectly, without the CITY's prior written consent, unless required by a lawful order. All drawings, maps, sketches, programs, database, reports and other data developed or purchased under this Contract for or at the CITY's expense shall be and remain the CITY's property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONTRACTOR shall comply with provisions of Chapter 119, Florida Statutes (Public Records Law).

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All covenants, contracts, representations and warranties made herein, or otherwise made in writing by any party hereto including, but not limited to, representations herein related to the disclosure or ownership of documents, shall survive this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR and all employees and/or agents of the CONTRACTOR are, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this Agreement. The CONTRACTOR shall be responsible to the CITY for all work or services performed by the Contractor or any person or entity on the CONTRACTOR's behalf, in fulfillment of this Contract.

ARTICLE 17 - CONTINGENT FEES

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

ARTICLE 18 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY 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, at the CONTRACTOR'S place of business.

ARTICLE 19 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 20 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 21 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's Representative on an annual basis.

DRAFT

ARTICLE 22 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL CONTRACT

The CITY and the CONTRACTOR agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 24 - Modifications of Work.

ARTICLE 24 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY's notification of a contemplated change, the CONTRACTOR shall, **in writing**:

(1) Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,
(2) Notify the CITY of any estimated change in the completion date, and
(3) Advise the CITY if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a contract amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the authorized representative for the CITY.

Such changes, if any, shall be set forth in writing, which may be transmitted, at the CITY'S discretion, digitally.

ARTICLE 25 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

FOR CITY
Attn: Ronald Desbrunes
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2778
Email: ronaldd@lauderdalelakes.org

FOR CITY
Financial Services Department
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700

FOR CONTRACTOR
Attn: Zachary Merisotis,
Trane US INC. DBA
South Florida Trane Service
2884 Corporate Way,
Miramar, FL 33025
zachary.merisotis@tranetechnologies.com

DRAFT

ARTICLE 26 - CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Contract, nor the intent of any provisions hereof.

ARTICLE 27 - JOINT PREPARATION

The preparation of this Contract has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Contract be construed liberally to achieve its intent.

ARTICLE 28 - WAIVER

No waiver by the CITY of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same or any other provision or the enforcement hereof. CITY's consent to of or approval of any act by Contractor requiring consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent or approval of any subsequent act by Contractor requiring the CITY'S consent or approval, whether or not similar to the act so consented to or approved.

ARTICLE 29 - COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Contract.

ARTICLE 30 - EXHIBITS ARE INCLUSIONARY

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

ARTICLE 31 - CONTRACT DOCUMENTS

The Contract documents are as follows: Contract, Exhibits, All Representations, and Warranties, to make this Contract.

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

As to the CONTRACTOR on the _____ day of _____,_____

SOUTH FLORIDA TRANE SERVICE DBA TRANE US INC.

Corporate Seal

_____ _____

Witness Name, Title (Typed)

As to the CITY on the _____ day of _____, _____.

SEAL OF THE CITY OF LAUDERDALE LAKES

_____ _____

Venice Howard, City Clerk Veronica Edwards Phillips, Mayor

APPROVED AS TO FORM

_____

City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE

Exhibit A: Scope of Work
Exhibit B: Schedule of Professional Fees
Exhibit C: Key Personnel/management team

DRAFT

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: Yes

Title

RESOLUTION 2025-165 AUTHORIZING THE PURCHASE OF CO-MANAGED CYBER SECURITY SYSTEM SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OMNIA CONTRACT 01-170 FOR ADVANCED TECHNOLOGY SOLUTIONS SERVICES, FROM COMPUQUIP, INC., (AN AUTHORIZED RESELLER OF TD SYNNEX CORPORATION) AUTHORIZING THE ANNUAL COST OF CO-MANAGED CYBER SECURITY SYSTEM SERVICES IN AN AMOUNT OF THIRTY NINE THOUSAND ($39,000) PER YEAR, FOR A THREE-YEAR TERM EFFECTIVE NOVEMBER 24, 2025 TO NOVEMBER 23, 2027

Summary

This resolution requests the authorization of the purchase of co-managed Cyber Security System Services, in accordance with the terms and conditions of the Omnia Contract 01-170 for Advanced Technology Solutions Services from Compuquip, Inc. in an annual amount of $39,000 for a three-year term.

Staff Recommendation

Background:

Cybersecurity is the state or process of protecting and recovering computer systems, networks, devices and programs from any type of cyber-attack. Protection of the City's sensitive data, software and systems is a high priority as attacks to the intellectual property could be damaging to the information technology infrastructure, financial condition and reputation. The City's information technology infrastructure is becoming more vulnerable and more susceptible to attacks with the continued advancements in technology. The vendor employs an engineering team to secure the City's systems stay ahead of the emerging threats 24/7/365.

City Commission approved the initial contract for a total of $68,500.00 via Resolution 2021-090 where the vendor

1. Conducted a complete threat assessment - $30,000
2. Provides 24/7 services to protect against and detect attacks - $35,000 annually
3. One-Time Onboarding fee - $3,500

Total....$68,500

The Vendor, Compuquip, Inc., an authorized reseller of TD Synnex Corporation, has provided an estimate of $39,000 as an annual fixed cost, to continue providing 24/7 services and protect against, as well as detect attacks to the city's network infrastructure, an increase of $4,000.00, from the previous 3-year term which expired 11/23/2024.

In order to maintain the city's compliance with Florida state's law for Cybersecurity Standards required by Section 282.3185 F.S of the Florida Digital Service as directed by **Resolution 2024-035**, the city is requesting to continue these critical services with Compuquip for the term effective 11/24/2024 to 11/23/2027.

City staff is requesting to utilize Omnia Contract 01-170 for Advanced Technology Solutions Services, from Compuquip, Inc., (an authorized reseller of TD Synnex Corporation) in accordance with the City's Procurement Code, Section 82-358(d), which allows cooperative purchasing through June 26, 2027.

Funding Source:

This item is budgeted in the General Fund, 0010700-3410-TECH

Fiscal Impact:

There is a financial impact associated with the purchase of the Co-managed Cyber Security System Services in the amount of $39,000 by year. There is adequate funding available for FY 2026. Future year requests are subject to the availability of funding and approval through the City Manager.

Sponsor Name/Department: Aazam Piprawala; Procurement Administrator, Kurt Brown; IT Manager, Financial Services

Meeting Date: 12/9/2025

ATTACHMENTS:

	Description	Type
🗋	Resolution 2025-165 Authorizing Purchase of Co-Managed Cyber Security System from Compuquip Inc.	Resolution
🗋	Exhibit A - Proposal	Exhibit
🗋	Exhibit A - Estimate Breakdown	Exhibit
🗋	DRAFT Contract Agreement -Compuquip	Agreements
🗋	AUTHORIZED RESELLER EXTRACT	Backup Material
🗋	OMNIA CONTRACT EXTRACT	Backup Material

RESOLUTION 2025-165

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; AWARDING AND AUTHORIZING, IN ACCORDANCE WITH SECTION 82-358(D) OF THE CITY'S PROCUREMENT CODE AUTHORIZING COOPERATIVE PURCHASING OF THAT CERTAIN CO-MANAGED CYBER SECURITY SYSTEM SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OMNIA CONTRACT 01-170 FOR ADVANCED TECHNOLOGY SOLUTIONS SERVICES, FROM COMPUQUIP TECHNOLOGIES, LLC D/B/A COMPUQUIP CYBERSECURITY ("COOPERATIVE CONTRACT"); FURTHER AUTHORIZING ANNUAL COST OF CO-MANAGED CYBER SECURITY SYSTEM SERVICES IN AN AMOUNT NOT TO EXCEED THIRTY NINE THOUSAND AND NO/100 DOLLARS ($39,000.00) PER YEAR, FOR A THREE YEAR TERM; A COPY OF COMPUQUIP CYBERSECURITY'S PROPOSAL AND ESTIMATE BREAKDOWN IS ATTACHED HERETO AS **COMPOSITE EXHIBIT A**; A COPY OF WHICH IS AVAILABLE FOR INSPECTION IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, cybersecurity is the state or process of protecting and recovering computer systems, networks, devices and programs from any type of cyber-attack;

WHEREAS, protection of the City of Lauderdale Lakes' ("City") sensitive data, software and systems is a high priority as attacks to the intellectual property of the City could be damaging to the information technology infrastructure, financial condition and reputation;

WHEREAS, the City's information technology infrastructure is becoming more vulnerable and more susceptible to attacks with the continued advancements in technology;

WHEREAS, the proposed Vendor, Compuquip Technologies, LLC dba Compuquip Cybersecurity, employs an engineering team to secure the City's systems 100% of the time to stay ahead of emerging threats;

WHEREAS, the City Commission approved the initial contract for a total of Sixty-Eight Thousand Five Hundred and No/100 Dollars ($68,500.00) via Resolution 2021-090 where the

Vendor conducted a complete threat assessment, provided 24/7 services to protect against and detect attacks, and issued a one-time onboarding fee;

WHEREAS, the Vendor, Compuquip Cybersecurity, is an authorized reseller of TD Synnex Corporation;

Whereas, Compuquip Cybersecurity has provided an estimate of Thirty-Nine Thousand and No/100 ($39,000.00) as an annual fixed cost, to continue providing 24/7 services and protect against, as well as detect attacks, to the City's network infrastructure;

WHEREAS, this is an increase of Four Thousand and No/100 Dollars ($4,000.00) from the previous three-year term which expired on November 23, 2024;

WHEREAS, in order to maintain the City's compliance with Florida state law for Cybersecurity Standards required by Section 282.3185, Fla. Stat., as directed by Resolution 2024-035, the City is requesting to continue these critical services with Compuquip Cybersecurity for the term effective from November 24, 2025 through November 23, 2027;

WHEREAS, City Staff is requesting to utilize Omnia Contract 01-170 for Advanced Technology Solutions Services, from Compuquip Technologies, LLC, an authorized reseller of TD Synnex Corporation, in accordance with the City's Procurement Code, Section 82-358(d);

WHEREAS, this item is budgeted in the General Fund, 0010700-3410-TECH; and

WHEREAS, there is a financial impact associated with the purchase of the Co-Managed Cyber Security System Services in the amount of Thirty-Nine Thousand and No/100 Dollars ($39,000.00) per year;

WHEREAS, there is adequate funding available for fiscal year 2026 and future year requests will be subject to the availability of funding and approval through the City Manager.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. AUTHORITY: The City Commission hereby awards and authorizes, in accordance with Section 82-358(d) of the City's Procurement Code, the purchase of Co-Managed Cyber Security System Services pursuant to the terms and conditions of the Omnia Contract 01-170 for Advanced Technology Solutions Services, from Compuquip Technologies, LLC providing the annual cost of such services in an amount not to exceed Thirty-Nine Thousand and No/100 Dollars ($39,000.00) per year, for a three-year term.

SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk, through the Acting City Manager, is hereby authorized to obtain three (3) executed copies of the Agreement with one (1) copy of the Agreement to be directed to Compuquip Technologies, LLC; with one (1) copy to be maintained by the City; and with one (1) copy directed to the Office of the City Attorney.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD DECEMBER 9, 2025.

_____
VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____, CMC, Deputy City Clerk, for
VENICE HOWARD, MPA, MMC, FCRM
CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
SIDNEY C. CALLOWAY, CITY ATTORNEY

Sponsored by: Aazam Piprawala, Procurement Administrator; Kurt Brown, IT Manager, Financial Services

VOTE:

Mayor Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Sharon Thomas	____ (For) ____ (Against) ____ (Other)
Commissioner Tycie Causwell	____ (For) ____ (Against) ____ (Other)
Commissioner Easton Harrison	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)

Co-Managed Security Services

SOW Rev # 2024-06-14-02

This document and the information contained herein are confidential and remains the property of Compuquip Cybersecurity. This document may not be reproduced or the contents transmitted to any third-party without the explicit consent of the appropriate Compuquip Cybersecurity, Inc. representative.

Introduction to Compuquip CyberSecurity

In 1980, Compuquip began business in South Florida as a technology partner to Florida-based companies. In 2002, we doubled down on cybersecurity solutions for businesses, building out a team of IT security experts and adopting new security technologies.

Why the shift? Part of the reason was that we found that we were making a bigger impact for our customers by helping them with their cybersecurity and we wanted to keep making a difference for our customers. So we started to focus increasingly on the cybersecurity side of things—eventually spinning off the managed service provider (MSP) part of the business to put a laser-tight focus on cybersecurity.

Because of our devotion to helping our customers protect their businesses from malicious actors, we have grown into a trusted cybersecurity solutions provider. To make our cybersecurity solutions the best they can possibly be, we combine people and technology in a complete, end-to-end cybersecurity solution that ensures you have the right tools and expertise on hand to combat cyber threats.

Our award-winning team of cybersecurity experts is composed of certified, enterprise-level security engineers who partner with your organization to resolve threats and vulnerabilities on your network. How effective are we? The proof is in the proverbial pudding: We have provided world class products and services to thousands of satisfied customers for more than 15 years.

We understand the threats your business faces and how to counter those threats while equipping your company for future success. This understanding was developed through many years of training, effort, and first-hand experience in dealing with countless cyber threats across numerous industries—everything from banking institutions, to manufacturers, to small customer-oriented businesses. We've seen it all, we've dealt with it all, and we'll leverage that experience to help you minimize your cybersecurity risks.

Our mission is to educate and equip businesses of any size and industry to efficiently manage their cybersecurity risks. Whether your network security needs are small or large, simple or complex, we'll consistently provide you with solutions that work. Our professionals are among the industry's best and brightest—and, they've made a personal commitment to go the extra mile to earn your trust and build a partnership with your business.

Our Approach

Compuquip's Managed Security Services sets itself apart due to its transparent support model staffed by experienced cybersecurity professionals. The team structure ensures Quality Control and Accountability which translates into a shortened time to delivery and an enhanced client experience. Below is an overview of our approach and more details regarding Service Level Targets can be found in Appendix A.

Product Support: Our support team provides expert level experience in troubleshooting and resolving complex issues within our supported product list. Our support team can be an enhancement to your existing manufacturer support agreement or in some cases we can be your direct line of support. Our direct support option provides you with a smaller pool of engineers that learn your environment over time resulting in a shorter time to resolve complex issues.

SOC Monitoring Services: The SOC Monitoring Services Team proactively monitors systems and events to address issues before they escalate into a significant security incident. As part of this service, we monitor incoming and parsed data for an event source to determine the overall health of your data and easily identify, troubleshoot, and resolve issues. System logs will remain on your local systems ensuring your data never leaves your network.

Managed Security Services: Our managed security services team will ensure that your security tools operate at optimal performance, are updated to address the latest attack vectors and are configured utilizing industry best practices. Our team will also execute service requests submitted by your team, giving your resources more time to focus on strategic planning and other initiatives. Our team will take the difficult and time-consuming operational tasks that are keeping your team away from the truly important activities that make your security program a success.

Our Support Model

Client Priorities	Model Highlights
Standardize Security Infrastructure Management	Compuquip's Managed Security Team brings broad industry knowledge to every engagement. Applying best practices and standardization to every engagement.
Cost Efficient Support Model	Compuquip's proven support model allows for our client to leverage the skills of our experienced cybersecurity staff at a cost effective price without having to hire expensive in-house resources.
Ongoing Knowledge and Continuity	Compuquip takes pride in the long tenure and continuity of our engineering staff. Our turn-over is almost non-existent allowing us to provide clients with consistent resources that take time to learn the individual needs of each account.

Schedule A - Service Offering

Below are the components that make up the managed security agreement provided by Compuquip Cybersecurity. For a more detailed listing on the technologies and services covered within this agreement, please see below.

Co-Managed SIEM and SOC Services:

Compuquip Cybersecurity utilizes a 'defense in depth' methodology in its approach to cyber security. This approach leverages the expertise of our seasoned engineering team together with the next generation SIEM platform to help security teams of all sizes and security experiences to strengthen City of Lauderdale Lakes security posture, find attackers, and stay ahead of emerging threats. Our service uses a combination of security expertise and technology to detect dynamic threats quickly across your entire ecosystem, providing the 24/7/365 monitoring, response support, and security guidance needed to stop attacks and help you accelerate your security maturity. Included in this offering:

- ✓ SIEM Management and Up-Keep
  - o Monthly SIEM health check to ensure that all log sources are being received properly
  - o Integrate SIEM with log sources required to perform security monitoring
  - o Ensure that system has no significant errors impacting operations
  - o Provide recommendations based on monthly review of SIEM state
- ✓ SIEM Reporting and Alerting
  - o Configure reports and alerts based on monthly feedback from customer
  - o Modify reports and alerts to adapt to the evolving threat landscape
  - o Provide a monthly summary of all the reporting changes made and recommendations for improvements
  - o Alert on critical or high alerts detected by SIEM based on customer defined alert workflow
  - o Provide monthly report of all SIEM alerts and recommendations for addressing potential security gaps
- ✓ SOC Services
  - o Provide guidance on how to respond to SIEM security events
  - o Recommend best practices for remediating malicious activity detected by the SIEM
  - o Tune SIEM alerts based on lessons learned from prior security incidents
  - o Provide recommendations for tuning or improving security on network based on detected security events on SIEM
- ✓ Support
  - o Assist with troubleshooting and remediating any issues impacting the performance and/or the effectiveness of the SIEM

SIEM Platform Features:

- ✓ Log Search
  - o Visualize log data to explore faster
  - o Granular data can help triage/qualify an alert
- ✓ Dashboards & Reporting
  - o Pre-built compliance cards for PCI, HIPAA, and more
- ✓ Endpoint Detection
  - o Real-time monitoring of all your assets—including remote & critical endpoints
  - o Cross-product Insight agent supports Windows, Mac & Linux
- ✓ User Behavior Analytics
  - o Tracks and baselines domain users, service accounts, and administrator activity
  - o Built-in detections for common authentication and administrative events
- ✓ Attacker Behavior Analytics
  - o Behavior-based indicators have longer lifespan, and more flexibility
  - o Updated weekly with new behaviors and new threats
- ✓ Deception Technology
  - o Honeypots, Honey Users, Honey Creds, Honey Files
- ✓ Threat Containment
  - o Use the Insight agent to kill processes and quarantine assets
  - o Disable users across Active Directory
- ✓ File Integrity Monitoring
- ✓ Unified Agent for Data collection across the Insight Platform

Client Requirements

Compuquip's Co-Managed SIEM service meets the following client requirements.

1. Provides threat intelligence services (24x7) and gives City of Lauderdale Lakes the actionable intelligence and expert security consultation needed to remediate the issue.
2. Provides Emergency Security Response to assist in rapid containment of threats to minimize the duration and impact of a security breach as needed.
3. Identifies and assess targeted cyber threats and the actors behind them, gains insight into their ongoing attempts to exploit at a detailed level, and takes proactive steps to defend against them.
4. Provides Incident Management system (ticketing system).
5. Provides specialized Security Information Event Management (SIEM) tools as part of the service price.
6. Cloud-based solution for MSSPs to collect logs from City of Lauderdale Lakes required sources and manage the relevant data. May require local sensor(s) on-premises.
7. Provides a minimum of 90-days live-data and 12 months of historical data.
8. Provides workflow automation tools to automate remediation or containment of security issues within the City of Lauderdale Lakes environment. The remediate actions will be executed by City of Lauderdale Lakes staff.
9. SIEM tools are available at least 99.99% of the time.

Client Responsibilities

Although Compuquip strives to be able to service our client's entire cybersecurity stack, certain responsibilities remain with our clients. Among those responsibilities is warranty support on all devices under management. Due to the complexity and wide variety of technologies in any environment, it is crucial to keep manufacturer warranties current and with appropriate support levels. Further client responsibilities are as follows:

- Up-to-date licensing agreement.
- All physical aspects of management including but not limited to power, network cabling and cooling.
- Engineering and system architecture (these services may be contracted from Compuquip under a professional services agreement).
- Completing and submitting service requests fully and accurately
- Providing direction and communication to Compuquip on system or organization changes that may impact the devices covered in this agreement.

Schedule B - Excluded Services

Projects:
On occasion clients may need the Compuquip team to address projects or larger initiatives not covered by the MSSP services agreement. A **Project** is defined as an initiative with a defined start and end that produces a unique output (product/service/capability); this includes significant expansion of the current environment. Projects may also consist of any service requests that utilizes the full capacity of a Compuquip services engineer for more than 8 hours. All projects are considered out of the scope and billable* separate from the monthly contract at an agreed upon fee with a fixed deliverable. Examples include:

- Major Device Upgrades
- New System Deployments
- System Engineering and Architecture
- System rebuild
- Policy rebuild or major overhaul
- Remediation Services

** Compuquip's discounted rates for Professional Services is $200/hour and Threat Hunting $250/hour*

Change Requests:
All change requests require client approval whether covered by the monthly contract or not. Change requests to this agreement must be submitted in writing and approved by Compuquip Cybersecurity and client prior to execution.

Emergency Support:
City of Lauderdale Lakes may need support for issues on an emergency basis and outside the normal business hours covered by the MSSP Agreement. This after hours emergency support will be redirected to the appropriate resources and will be handled based on the severity of the incident.

Expertise	Standard Hours	After Hours
Severity 1	Included	Included
Severity 2	Included	Included
Severity 3	Included	Excluded
Severity 4	Included	Excluded

** The standard Compuquip hours of operations for providing the Services are between the hours of Seven (7) A.M. and Seven (7) P.M. Monday through Friday, excluding holidays. Excluded Service outside the Standard Service Hours are subject to the After Hours Rate and a 4 hour minimum billing. Compuquip engineers will alert on Sev 1 or Sev 2 after hour alerts. Automated alerting will be provided for Sev 3 or Sev 4 after hours alerts.*

Schedule C - Fees

Managed Security Services			
Item	**QTY**	**Description**	**Annual Amount**
CQ-MSS-MS-CLOUD	225	Co-Managed Security SIEM Services (Licenses included)	$39,000
Event Reporting and Alerting	1	Event Reporting and Alerting	Included
Health Reporting and Alerting	1	Health Reporting and Alerting	Included
Quarterly Services Review	1	Quarterly Services Review	Included
Managed Security Services Annual Amount			**$39,000**

This Agreement shall be effective for three (3) years, commencing on the date this Agreement is executed by City of Lauderdale Lakes and Compuquip Cybersecurity.

This Statement of Work ("SOW") shall be governed by the terms and conditions provided within the Master Service Agreement entered into as of May 16, 2024, (the "Agreement") by and between Compuquip Technologies, LLC dba Compuquip Cybersecurity ("Compuquip") and City of Lauderdale Lakes.

IN WITNESS WHEREOF, City of Lauderdale Lakes and Compuquip Cybersecurity have duly authorized, executed and entered in this Managed IT Services Agreement upon the later of the dates set forth below.

City of Lauderdale Lakes

Signature	KB
Print Name	Kurt Blow
Title	IT Manager
Date	10/24/2024
Address	4300 NW 31 ST Lauderdale Lakes, 33309
Email	KBlow@lauderdalelakes.org

KB

10/24/2024

COMPUQUIP CYBERSECURITY

Signature	
Print Name	
Title	
Date	
Address	
Email	

Appendix A - Service Levels Targets and Escalation Details

The following table shows the target of response and resolution times for each priority level.

Trouble	Priority	Response Time	Escalation Threshold
Business critical service(s) and/or application(s) not available for more than 5 minutes due to security threats. Operations cannot continue within the organization. Response actions and support is required immediately due to threat. Advanced Persistent Threats, Backdoors, Crypto cracking, advanced malware (has intent and capabilities to heavily disrupt, deny your business operations, financial loss, or identity compromise).	1	< 15 min.	60 min.
Significant degradation of service(s) and/or application(s) operational risk is high (large number of users or business critical functions affected). High chance for complete service failure and support is required to prevent failures. Capable Threats, rootkits, 0-day exploits, C & C (has limited capabilities but has intent and impact to disrupt, deny business operations, loss of IP, or branding).	2	< 45 mins	2 hours
Limited degradation of service(s) and/or application(s) (limited number of users affected, business process can continue). There is an operational risk/threat that needs to be addressed. Support is required to maximize operability. Bots, DDOS, other Tier I attacks (uses publically available capabilities of denial of service, or data breach).	3	< 4 hours	8 hours
No major user impact or service(s) and/or application(s) degradation. Service is operational and low risk (nuisance). There is no major impact to business processes and/or functionality. Support is required to maximize or improve current infrastructure. Unsuccessful phishing, viruses, or DNS attacks.	4	< 24 hours	48 hours

compuquip
cyber security

Quotation

Quote #: Q-17040-1
Quote Date: 4/9/2024
Expires On: 5/9/2024

9737 NW 41 Street, Suite 786
Doral, FL 33178 US
Phone: (786) 641-5437
Fax: (786) 513-4633

Nestor Valconi
nvalconi@compuquip.com
Send PO to: order@compuquip.com

Ship To
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319
US

Bill To
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319
US

MSS | SIEM Renewal 2024 Period: 11.24.2024 - 11.23.2027

QTY	PART #	DESCRIPTION	UNIT PRICE	EXTENDED
1	CQ-MSS-MSOC	Services: MSS: Managed SOC - SIEM for 225 assets Year 1 • Event Reporting and Alerting • Health Reporting and Alerting • Quarterly Services Review *Product subscription licenses are **Included** in the price*	$39,000.00	$39,000.00
1	CQ-MSS-MSOC	Services: MSS: Managed SOC - SIEM for 225 assets Year 2 • Event Reporting and Alerting • Health Reporting and Alerting • Quarterly Services Review *Product subscription licenses are **Included** in the price*	$39,000.00	$39,000.00
1	CQ-MSS-MSOC	Services: MSS: Managed SOC - SIEM for 225 assets Year 3 • Event Reporting and Alerting • Health Reporting and Alerting • Quarterly Services Review *Product subscription licenses are **Included** in the price*	$39,000.00	$39,000.00
			MSS | SIEM Renewal 2024 TOTAL:	$117,000.00

TOTAL: $117,000.00

Signature: _____ **Effective Date:** _____/_____/_____

Name (Print): _____ **Title:** _____

THANK YOU FOR YOUR BUSINESS!

CITY OF LAUDERDALE LAKES
4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA, 33319-5599
TEL (954) 535-2700 / FAX (954) 535-1892
www.lauderdalelakes.org

CONTRACT NO.
ADVANCED TECHNOLOGY SOLUTIONS SERVICES

This Contract is made as of the ____ day of _____, 2025, between THE CITY OF LAUDERDALE LAKES, a municipal corporation existing under the laws of the State of Florida, ("CITY"), and COMPUQUIP TECHNOLOGIES, LLC, a Company, authorized to do business in the State of Florida, ("CONTRACTOR"), ("Parties"), whose Federal I.D. number is 59-2189948.

WHEREAS, the City of Lauderdale Lakes solicited proposals from a qualified Contractor for the advanced technology solutions services of the city's cyber security network;

WHEREAS, at its meeting of _____ xx, 2025, by Resolution # _____, the CITY Commission authorized the proper CITY officials to execute this Contract hereinafter referred to as Contract # _____and;

WHEREAS, the CONTRACTOR is willing and able to perform the work advanced technology solutions services of the city's cyber security network for the compensation and on the terms hereinafter set forth; and

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, do agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to assist the City of Lauderdale Lakes for the advanced technology solutions services of the city's cyber security network as set out in the Scope of Work detailed in Exhibit "A" attached hereto and made part hereof.

The CITY's Representative/Liaison during the performance of this Contract shall be Mr Kurt Brown, telephone (954) 535-2862 or kurtb@lauderdalelakes.org

ARTICLE 2 - TERM

The Work to be performed under this Agreement shall be effective November 11, 2024 and, subject to authorized adjustments, shall be completed on November 23, 2027. CONTRACTOR agrees that all Work under this Agreement shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed term. Failure to achieve timely, substantial and/or final completion shall be regarded as a material breach of this Agreement, and shall be subject to the appropriate remedies including but not limited to liability for liquidated damages in accordance with Article 5.

Extension of Contract:

The CITY reserves the right to automatically extend the Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The CITY shall notify the CONTRACTOR in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the CITY and the CONTRACTOR are in mutual agreement of such extensions

ARTICLE 3 - PAYMENTS TO CONTRACTOR

The total amount to be paid by the CITY under this Contract for all services and materials shall be priced using the pricing structure according to **Exhibit "B", (SOW REV#2024-06-14-02)** Schedule of Professional Fees. Such payment shall be made within thirty (30) days from the last day of each respective month in which CONTRACTOR has performed the Services and issued an invoice to the CITY's Accounts Payable Department.

CONTRACTOR, as appropriate, shall invoice the CITY for the work performed under this Contract. Invoices received from the CONTRACTOR pursuant to this Contract shall be reviewed and approved by the CITY's Representative. If there is no objection to the invoice, the CITY shall pay the full invoice amount within thirty (30) days of the CITY's receipt of the invoice. If there is a dispute as to the invoiced amount, the CITY shall notify the CONTRACTOR of the dispute within fifteen (15) days of the CITY's receipt of the invoice. The CITY shall pay the CONTRACTOR the undisputed invoiced amount within thirty (30) days of its receipt of the invoice. The disputed amount of the invoice shall not be paid by the CITY until a resolution has been reached between the CITY and the CONTRACTOR as to the disputed portions of the invoice.

Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY on an annual basis. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are waived by the CONTRACTOR.

Approval by the CITY shall not constitute nor be deemed a release of the responsibility and liability of the CONTRACTOR, his employees, sub-contractors, agents and Contractors for the accuracy and competency of their designs, working drawings, and specifications or other documents and works; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for a defect or omission in designs, working drawings, and specifications or other documents prepared by the CONTRACTOR, his employees, sub-contractors, agents and Contractors.

Appropriations: Payment under this Contract is subject to annual appropriations of the governing body. The CITY will immediately notify the CONTRACTOR to stop work if funds are not appropriated and will pay CONTRACTOR for all work performed up to the time of the stop work notice.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

Said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates. The CITY shall exercise its rights under this Article 4 within one (1) year following the rendering of the final invoice. Said date shall be extended if the Contract is renewed.

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ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONTRACTOR upon ninety (90) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with this Contract through no fault of the CONTRACTOR. The Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written Termination Notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. In the event the CITY elects to terminate this Contract without cause, however, the CITY shall pay the CONTRACTOR a termination fee of One Hundred Dollars ($100). After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

A. Stop work on the date to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

Termination for Convenience: The CITY, by written notice, may terminate this Contract, in whole or in part, when it is in the CITY's best interest. If this Contract is terminated, the CITY shall be liable only for the goods and services delivered and accepted. The CITY may provide the CONTRACTOR thirty (30) days prior notice before said termination becomes effective. However, at the CITY's prerogative, a termination for convenience may be effective immediately and may apply to release orders (if applicable) or to the Contract in whole.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local laws to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit "C", must be made known to the CITY's Representative and written approval must be granted by the CITY's Representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subContractor or to reject the selection of a particular subContractor and to inspect all facilities of any subContractors in order to make a determination as to the capability of the subContractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONTRACTOR uses any subContractors on this project the following provisions of this Article shall apply:

If a subContractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subContractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subContractor by the CITY. The substitution of a subContractor shall not be adequate cause to excuse a delay in the performance any portion of this Contract as set forth in the Scope of Work.

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The CONTRACTOR, its subContractors, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the subContractor for work to be performed for the CITY the CONTRACTOR must incorporate the terms of this Contract.

ARTICLE 9 - INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, and other persons employed or utilized by CONTRACTOR in the performance of this Contract.

The CONTRACTOR, without exemption, shall indemnify and hold harmless the CITY, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option and expense, procure for the CITY the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the CONTRACTOR and receive reimbursement. If the CONTRACTOR used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

It is further the specific intent of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" thereof.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above noted, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract. Nothing herein shall be construed as creating any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 11 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. The venue of all actions in State or Federal Court relating to this Contract will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No single or partial exercise by any part of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 12 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, in the CITY, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having such interest shall be employed in the performance hereof.

The CONTRACTOR shall promptly notify the CITY's Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR undertakes and request an opinion of the

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CITY, whether or not such association, interest or circumstances will in the CITY's opinion constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstances would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR may enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 13 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises as a result of a "Force Majeure." Force Majeure shall mean any delay occasioned by superior or irresistible force occasioned by violence in nature without the interference of human agency such as hurricanes, tornados, flood and total loss caused by fire and other similar unavoidable casualties, changes in federal, state or local laws, ordinances, codes or regulations, enacted after the date of this Agreement and having a substantial impact on the project, or other causes beyond the CONTRACTOR's control or by any other such causes which the CONTRACTOR and the CITY Commission decide in writing justify the delay. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact on the bidding process shall not be considered a Force Majeure.

ARTICLE 14 - PLEDGE OF CREDIT, ARREARS

The CONTRACTOR shall not pledge the CITY's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials, in both hard copy and electronic mail, prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party directly or indirectly, without the CITY's prior written consent, unless required by a lawful order. All drawings, maps, sketches, programs, database, reports and other data developed or purchased under this Contract for or at the CITY's expense shall be and remain the CITY's property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONTRACTOR shall comply with provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, contracts, representations and warranties made herein, or otherwise made in writing by any party hereto including, but not limited to, representations herein related to the disclosure or ownership of documents, shall survive this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR and all employees and/or agents of the CONTRACTOR are, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work and in all respects the CONTRACTOR'S

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relationship and the relationship of its employees to the CITY shall be that of an independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this Agreement. The CONTRACTOR shall be responsible to the CITY for all work or services performed by the Contractor or any person or entity on the CONTRACTOR's behalf, in fulfillment of this Contract.

ARTICLE 17 - CONTINGENT FEES

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

ARTICLE 18 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY 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, at the CONTRACTOR'S place of business.

ARTICLE 19 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 20 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 21 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's Representative on an annual basis.

ARTICLE 22 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL CONTRACT

The CITY and the CONTRACTOR agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or

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otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 24 - Modifications of Work.

ARTICLE 24 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY's notification of a contemplated change, the CONTRACTOR shall, **in writing**:

(1) Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,
(2) Notify the CITY of any estimated change in the completion date, and
(3) Advise the CITY if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a contract amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the authorized representative for the CITY.

Such changes, if any, shall be set forth in writing, which may be transmitted, at the CITY'S discretion, digitally.

ARTICLE 25 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

FOR CITY
Attn: Kurt Brown
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2862
Email: kurtb@lauderdalelakes.org

FOR CITY
Financial Services Department
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700

FOR CONTRACTOR
Attn:-Nestor Valconi
Compuquip technologies, LLC
9737 nw 41 street
Suite 786, ,
Doral, FL 33178
nvalconi@compuquip.com

ARTICLE 26 - CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Contract, nor the intent of any provisions hereof.

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ARTICLE 27 - JOINT PREPARATION

The preparation of this Contract has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Contract be construed liberally to achieve its intent.

ARTICLE 28 - WAIVER

No waiver by the CITY of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same or any other provision or the enforcement hereof. CITY's consent to of or approval of any act by Contractor requiring consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent or approval of any subsequent act by Contractor requiring the CITY'S consent or approval, whether or not similar to the act so consented to or approved.

ARTICLE 29 - COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Contract.

ARTICLE 30 - EXHIBITS ARE INCLUSIONARY

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

ARTICLE 31 - CONTRACT DOCUMENTS

The Contract documents are as follows: Contract, Exhibits, All Representations, and Warranties, to make this Contract.

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IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

As to the CONTRACTOR on the _____ day of _____,_____

COMPUQUIP TECHNOLOGIES, INC

Corporate Seal

_____ _____

Witness Name, Title (Typed)

As to the CITY on the _____ day of _____, _____.

SEAL OF THE CITY OF LAUDERDALE LAKES

_____ _____

Venice Howard, City Clerk Veronica Edwards Phillips, Mayor

APPROVED AS TO FORM

_____

City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE

Exhibit A: Scope of Work
Exhibit B: Schedule of Professional Fees
Exhibit C: Key Personnel/management team

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TD SYNNEX
Public Sector

OMNIA PARTNERS

Reseller Name	Full Name	Diversity Status	City	State
Compucom	Carol Morris		Fort Mill	SC
Compuquip Technologies, LLC dba Compuquip Cybersecurity	Damien DeJesus	MBE	Doral	FL
Computer Systems Integrators Inc.	MaryLynn Etta	N/A	Fishkill	NY
Computer Wholesale Products of America, Inc. | CWPA	Michelle Kalkhoff		Spring	TX
Computers At Work DBA vTECH io	DJ Peterson	WBE	Naples	FL
ComSource, Inc.	Adam Puccia	N/A	Syracuse	NY

Cooperative contract # 01-170

Advanced Technology Solutions Aggregator

Lead agency	Region 14 ESC, TX
Cooperative	OMNIA Partners ✓ Approved source
Eligibility	Buyers nationwide can use OMNIA Partners contracts with a membership. Become a member here.
	✓ Cooperative language in contract
Expiration date	Current term expires on December 30, 2026 Renewals through December 31, 2028

Save to request Share

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: Yes

Title

RESOLUTION 2025-166 AUTHORIZING THE APPROVAL OF MASTER CONTRACT JM023-25-2028, EFFECTIVE JANUARY 1, 2026, THROUGH DECEMBER 31, 2028, BETWEEN THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. AND THE CITY OF LAUDERDALE LAKES/LAUDERDALE LAKES ALZHEIMER'S CARE CENTER

Summary

This resolution approves the Master Contract JM023-25-2028, effective January 1, 2026, through December 31, 2028, between the Areawide Council on Aging of Broward County, Inc. and the City of Lauderdale Lakes/Lauderdale Lakes Alzheimer's Care Center. The purpose of this Master Contract is to establish the framework for services to be provided under each agreement executed pursuant to it. These services include respite care, case management, and the provision of specialized medical equipment under the Older Americans Act and the Alzheimer's Disease Initiative.

Staff Recommendation

Background:

The City of Lauderdale Lakes submits annual applications for funding from the Areawide Council on Aging of Broward County (AAA) under the Older Americans Program and the Alzheimer's Disease Initiative (ADI). These applications, which include the Program and Contract Modules, are prepared by Parks and Human Services staff and submitted in accordance with the required funding cycles. Once completed, the applications are reviewed and accepted by AAA.

Purpose:

The purpose of this Master Contract is to set the general terms and conditions applicable to the contracts or agreements between the Contractor and the Council for the provision of the services specified in each one of those contracts or agreements incorporating this Master Contract by reference with all its attachments and exhibits, which shall constitute in each case the entire Services provided include respite care, case management, and the provision of specialized medical equipment for eligible clients under the Older Americans Act and ADI funding.

Summary:

The Master Agreement authorizes the City of Lauderdale Lakes to purchase Case Management services, Respite Care service hours, and specialized medical equipment for the Lauderdale Lakes Alzheimer's Care Center for the period of January 1, 2026, through December 31, 2028. Continuation of this agreement is contingent upon annual appropriations by the Florida State Legislature.

To ensure compliance with all funding requirements, staff submits the required programmatic and fiscal reports to the Area Agency on Aging (AAA) on a monthly and semi-annual basis.

Recommendation:

It is recommended that the City Commission approve the Master Contract and authorize the continued annual submission of applications for Older Americans Program and Alzheimer's Disease Initiative funding to the Areawide Council on Aging of Broward County.

Funding Source:

Areawide Council on Aging of Broward County

Fiscal Impact:

Sponsor Name/Department: Ericka Lockett, Director Parks and Human Services

Meeting Date: 12/9/2025

ATTACHMENTS:

Description	Type
Resolution 2025-166 Authorizing Master Contract JM026-25-	

🗋	2028 Areawide Council on Aging of Broward County	Resolution
🗋	Exhibit A - Master Contract	Exhibit

RESOLUTION 2025-166

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; AUTHORIZING AND APPROVING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN MASTER CONTRACT JM026-25-2028, EFFECTIVE JANUARY 1, 2026 THROUGH DECEMBER 31, 2028, BY AND BETWEEN THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. AND THE CITY OF LAUDERDALE LAKES/LAUDERDALE LAKES ALZHEIMER'S CARE CENTER; A DRAFT COPY OF THE MASTER CONTRACT IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF WHICH IS AVAILABLE FOR INSPECTION IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes ("City") annually submits applications for funding to the Areawide Council on Aging of Broward County, Inc. ("AAA") under the Older Americans Act and the Alzheimer's Disease Initiative ("ADI");

WHEREAS, these applications, including the Program and Contract Modules, are prepared by Parks and Human Services Department staff and submitted in accordance with the required funding cycles for review and acceptance by AAA;

WHEREAS, the Master Contract JM026-25-2028 establishes the framework for service delivery under the Older Americans Act and ADI programs, including but not limited to respite care, case management services, and the provision of specialized medical equipment to eligible clients;

WHEREAS, the Master Contract authorizes the City of Lauderdale Lakes/Lauderdale Lakes Alzheimer's Care Center to purchase Case Management services, Respite Care service hours, and specialized medical equipment for the contract period of January 1, 2026 through December 31, 2028;

WHEREAS, continuation of this agreement is contingent upon annual appropriations by the Florida State Legislature, and the City is required to submit programmatic and fiscal reports to AAA on a monthly and semi-annual basis to ensure compliance with all funding requirements;

WHEREAS, the City Commission find that approval and execution of the Master Contract is in the best interest of the residents of the City; and

WHEREAS, funding is from the Areawide Council on Aging of Broward County.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. AUTHORITY: The City Commission hereby authorized and approves the Mayor and City Clerk to execute and attest, respectively, that certain Master Contract JM026-25-2028 between the Areawide Council on Aging of Broward County, Inc. and the City of Lauderdale Lakes/Lauderdale Lakes Alzheimer's Care Center, which shall be effective January 1, 2026 through December 31, 2028, and in substantially the form of the Contract as attached hereto as **Exhibit A**, and incorporated herein by reference.

SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk, through the Acting City Manager, is hereby authorized to obtain three (3) executed copies of the Agreement with one (1) copy of the Agreement to be directed to Areawide Council on Aging of Broward County, Inc.; with one (1) copy to be maintained by the City; and with one (1) copy directed to the Office of the City Attorney.

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD DECEMBER 09, 2025.

_____
VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____, CMC, Deputy City Clerk, for
VENICE HOWARD, MPA, MMC, FCRM
CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
SIDNEY C. CALLOWAY, CITY ATTORNEY

Sponsored by: Ericka Lockett, Director Parks and Human Services

VOTE:

Mayor Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Sharon Thomas	____ (For) ____ (Against) ____ (Other)
Commissioner Tycie Causwell	____ (For) ____ (Against) ____ (Other)
Commissioner Easton Harrison	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)

MASTER CONTRACT

THIS MASTER CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the "Council," and **City of Lauderdale Lakes, Florida / Lauderdale Lakes Alzheimer Care** hereinafter referred to as the "Contractor", who are collectively referred to as the "Parties." The term Contractor for this purpose may designate a vendor, subgrantee or subrecipient, the status to be further identified in ATTACHMENT I, Exhibit-1 as necessary.

1. Purpose of Contract

The purpose of this Master Contract is to set the general terms and conditions applicable to the contracts or agreements between the Contractor and the Council for the provision of the services specified in each one of those contracts or agreements incorporating this Master Contract by reference with all its attachments and exhibits, which shall constitute in each case the entire contract document.

1.1 Florida Department of Elder Affairs' Mission Statement

To foster an environment that promotes well-being for Florida's elders and enables them to remain in their homes and communities. The Florida Department of Elder Affairs' vision is of all Floridians aging with dignity, purpose, and independence. Area agencies, lead agencies and local service providers, as partners and stakeholders in Florida's aging services network, are expected to support the Florida Department of Elder Affairs' mission, vision, and program priorities.

1.2 Areawide Council on Aging of Broward County, Inc.'s Mission Statement

To plan, coordinate, monitor, evaluate and fund various groups, agencies, organizations and projects relating to the elderly in Broward County, Florida; to plan, plan for, promote, provide for and provide services and activities for elderly people in Broward County, Florida; to encourage participation and involvement of volunteers, professionals, and all other persons interested in the welfare and well-being of the elderly in Broward County, Florida.

2. Incorporation of Documents within the Contract

All contracts or agreements including attachments, proposal(s), solicitation(s), service provider application(s), grant agreements, relevant to the Florida Department of Elder Affairs' handbooks, manuals or desk books executed between the Contractor and the Council shall incorporate this Master Contract by reference and be subject to the conditions set forth in this Master Contract for the duration of the contract period(s). Any and all contracts or agreements executed between the Contractor and the Council during the effective period of this Master Contract will incorporate this Master Contract by reference and shall be governed in accordance with the applicable laws, statutes, and other conditions set forth in this Master Contract.

3. Term of Contract

This Master Contract when executed will have an effective date of January 1, 2026. It will end at midnight, Eastern Standard Time on December 31, 2028.

4. Compliance with Federal Law

4.1 If any contract or agreement incorporating this Master Contract by reference contains federal funds this section shall apply:

4.1.1 The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) Part 75 and/or 45 CFR Part 92, 2 CFR Part 200 and other applicable regulations.

4.1.2 If the contract or agreement incorporating this Master Contract by reference contains federal funds and is over $100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code U.S.C. 7401 et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to the Council.

4.1.3 The Contractor, or agent acting for the Contractor, may not use any federal funds received in connection with any contract or agreement incorporating this Master Contract by reference to influence legislation or appropriations pending before the Congress or any State Legislature. The Contractor must, prior to contract execution, complete the Certification Regarding Lobbying included in ATTACHMENT II, Certifications and Assurances.

4.1.4 The Contractor shall comply with any equal-employment and nondiscrimination requirements currently in effect under 2 CFR Part 200 Appendix II, 45 CFR Part 92, and other applicable U.S. Department of Labor and Health and Human Services regulations.

4.1.5 A contract or agreement award with an amount expected to equal or exceed $25,000.00 and certain other contract or agreement awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to any contract or agreement incorporating this Master Contract by reference. The Contractor shall complete and sign the Debarment and Suspension Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

4.2 The Contractor shall not employ an unauthorized alien. The Council will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation will be cause for unilateral cancellation of this Master Contract and any contract or agreement incorporating this Master Contract by reference by the Council.

4.3 If the Contractor is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Contractor must notify the Council in writing within thirty (30) days of receiving the IRS notice of revocation.

4.4 The Contractor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.

4.5 Unless exempt under 2 CFR Part 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.

4.6 To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, Contractor agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract or agreement term. The Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment eligibility of all new employees hired by the subcontractor during any contract or agreement term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. The Contractor shall complete and sign the Verification of Employment Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

5. Compliance with State Law

5.1 This Master Contract and any contract or agreement incorporating this Master Contract by reference is executed and entered into with the Council, with the pass-through funding from the Florida Department of Elder Affairs, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.

5.2 If this contract contains state financial assistance funds, the Contractor shall comply with Section 215.97, F.S., and Section 215.971, F.S., and expenditures must be in compliance with laws, rules, and regulations including, but not limited to, the Reference Guide for State Expenditures from the Department of Financial Services at:
https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_7

5.3 The Contractor shall comply with requirements of Section 287.058, F.S. as amended.

5.3.1 The Contractor shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this Master Contract and any contract or agreement incorporating this Master Contract by reference, which the Council's Contract Manager must receive and accept in writing prior to payment.

5.3.2 The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.

5.3.3 If itemized payment for travel expenses is permitted in any contract or agreement incorporating this Master Contract by reference, the Contractor shall submit bills for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this Master Contract and any contract or agreement incorporating this Master Contract by reference. The current state rate for reimbursement of travel in a privately owned vehicle is $0.445 per mile.

5.3.4 The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in Subsection 119.011(12), F.S., made or received by the Contractor in conjunction with any contract or agreement incorporating this Master Contract by reference, except for those records which are made confidential or exempt by law. The Contractor's refusal to comply with this provision will constitute an immediate breach of contract or agreement for which the Council may unilaterally terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference.

5.4 If clients are to be transported under any contract or agreement incorporating this Master Contract by reference, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, F. A. C.

5.5 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.

5.6 The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of Contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.

5.7 The Council may, at its option, terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference, if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List, or if the Contractor has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel. The Contractor shall complete and sign the Scrutinized Companies Lists Certification, included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

6. Cooperation with the Inspector General

Contractor agrees to comply with the DOEA Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S. The Contractor further agrees that it shall include, in related subcontracts, a requirement that subcontractors performing work or providing services pursuant to any contract or agreement that incorporates this Master Contract by reference, agree to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S.

7. Background Screening

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the Florida Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the Florida Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.

7.1 To demonstrate compliance with this provision, Contractor shall submit annually, no later than January 05, the completed ATTACHMENT VII, Background Screening Affidavit of Compliance.

7.2 Further information concerning the procedures for background screening is found at https://elderaffairs.org/about-us/background-screening/ .

8. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any subcontractors and referred to a governmental or investigatory agency, must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify

the Council immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

9. Grievance and Complaint Procedures

9.1 Grievance Procedures

The Contractor shall comply with and ensure compliance with the Minimum Guideline for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

9.2 Complaint Procedures

The Contractor shall develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and the determination of the complaint.

10. Public Records and Retention

By execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference**,** Contractor agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

10.1 Keep and maintain public records required by the Council to perform the contracted services.

10.2 Upon request from the Council's custodian of public records, provide the Council 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, F.S., or as otherwise provided by law.

10.3 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 the contract term and following completion of the contract if the Contractor does not transfer the records to the Council.

10.4 Upon completion of the contract or agreement incorporating this Master Contract by reference, the Contractor will either transfer, at no cost to the Council, all public records in possession of the Contractor, or will keep and maintain public records required by the Council. If the Contractor transfers all public records to the Council 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 the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council in a format that is compatible with the information technology systems of the Council.

10.5 The Council may unilaterally cancel any contract or agreement incorporating this Master Contract by reference, notwithstanding any other provisions of this Master Contract, for refusal by the Contractor to comply with Section 10 of this Master Contract by not allowing public access to all

documents, papers, letters, or other material made or received by the Contractor in conjunction with this Master Contract or any contract or agreement incorporating this Master Contract by reference, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

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 MASTER CONTRACT OR ANY CONTRACT THAT INCORPORATES THIS MASTER CONTRACT BY REFERENCE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567

11. Audits, Inspections, Investigations

11.1 The Contractor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Council under this Master Contract and any contract or agreement incorporating this Master Contract by reference. Contractor shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under any contract or agreement which incorporates this Master Contract by reference. Whenever appropriate, financial information should be related to performance and unit cost data.

11.2 The Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to any contract or agreement which incorporates this Master Contract by reference for a period of six (6) years after completion of the contract or agreement incorporating this Master Contract by reference or longer when required by law. In the event an audit is required for any contract or agreement incorporating this Master Contract by reference, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any contract or agreement incorporating this Master Contract by reference, at no additional cost to the Council.

11.3 Upon demand, at no additional cost to the Council, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.

11.4 The Contractor shall assure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Council.

11.5 At all reasonable times for as long as records are maintained, persons duly authorized by the Council and federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Contractor's contracts or agreements, related records and documents pertinent to any contract or agreement, regardless of the form in which it is kept.

11.6 The Contractor shall provide a financial and compliance audit to the Council as specified in ATTACHMENT I of this Master Contract and ensure that all related third-party transactions are disclosed to the auditor.

12. Nondiscrimination-Civil Rights Compliance

12.1 The Contractor shall execute assurances in ATTACHMENT III, Assurances-Non-Construction Programs, that it will not discriminate against any person in the provision of services or benefits under any contract or agreement incorporating this Master Contract by reference or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, sub grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex. The Contractor shall complete and sign ATTACHMENT III, Assurances-Non-Construction Programs, prior to the execution of this Master Contract.

12.2 During the term of this Master Contract and any contract or agreement incorporating this Master Contract by reference, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, ATTACHMENT IV.

12.3 The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through any contract or agreement incorporating this Master Contract by reference. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

12.4 If any contract or agreement incorporating this Master Contract by reference, contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

13. Monitoring by the Council

The Contractor shall allow persons duly authorized by the Council to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this Master Contract and any contract or agreement which incorporates this Master Contract by reference, and to interview any clients, employees and subcontractor employees of the Contractor to assure the Council of the satisfactory performance of the terms and conditions of any contract or agreement which incorporates this Master Contract by reference. Following such review, the Council will provide a written report of its findings to the Contractor, and where appropriate, the Contractor shall develop a corrective action plan. The Contractor hereby agrees to correct all deficiencies identified in the corrective action plan in a timely manner as determined by the Council.

14. Provision of Services

The Contractor shall provide services in the manner to be described in subsequent contracts or agreements incorporating this Master Contract by reference.

15. Coordinated Monitoring with Other Agencies

If the Contractor receives funding from one or more State of Florida's human service agencies, in addition to the Florida Department of Elder Affairs through the Council, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of any contract or agreement incorporating this Master Contract by reference, and pursuant to Section 287.0575, F.S. as amended, State of Florida's human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Veterans Affairs, and the Florida Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Contractor will comply and cooperate with all monitors, inspectors, or investigators.

16. New Contract(s) Reporting

The Contractor shall notify the Council within ten (10) days of entering into a new contract or agreement with any of the five (5) state human service agencies. The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) contract or agreement start and end dates; (4) contract or agreement amount; (5) contract or agreement description and commodity or service; and (6) Contract Manager name and number. In complying with this provision, and pursuant to Section 287.0575, F.S. as amended, the Contractor shall complete and provide the information in ATTACHMENT VI, Provider's State Contracts List.

17. Indemnification

The Contractor shall indemnify, save, defend, and hold harmless the Council and its agents and employees and the State of Florida and its agents and employees and the Florida Department of Elder Affairs and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference or performance of the services provided for herein. It is understood and agreed that the Contractor is not required to indemnify the Council for claims, demands, actions or causes of action arising solely out of the Council's negligence. Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 17 is not applicable to contracts or agreements executed between the Contractor, the Council and state agencies or subdivisions defined in Section 768.28(2), F.S.

18. Insurance and Bonding

18.1 The Contractor shall provide continuous adequate liability insurance coverage during the existence of any contract or agreement incorporating this Master Contract by reference and any renewal(s) and extension(s) of it. By execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference, unless it is a state agency or subdivision as defined by Subsection 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under any contract or agreement incorporating this Master Contract by reference. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under any contract or agreement incorporating this Master Contract by reference. The Contractor shall ensure that the Council has the most current written verification of insurance coverage throughout the term of any contract or agreement incorporating this Master Contract by reference. Such coverage may be provided by a self-insurance program established and operating under the laws of the State

of Florida. The Council reserves the right to require additional insurance as specified in any contract or agreement incorporating this Master Contract by reference.

18.2 Throughout the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Contractor authorized to handle funds received or disbursed under all contracts or agreements incorporating this Master Contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

19. Confidentiality of Information

The Contractor shall not use or disclose any information concerning a recipient of services under any contract or agreement incorporating this Master Contract by reference, for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

20. Health Insurance Portability and Accountability Act

Where applicable, the Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

The Council, as a covered entity, and the Contractor, as a business associate, shall comply with the provisions of 45 CFR Part 164 by entering into a Business Associate Agreement, ATTACHMENT IX, to ensure that the business associate will appropriately safeguard Protected Health Information (PHI).

21. Incident Reporting

21.1 The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates this Master Contract by reference. Such notice shall be made orally to the Council's Contract Manager (by telephone) with an email to immediately follow.

21.2 The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Contractor and its employees.

22. Bankruptcy Notification

During the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall immediately notify the Council if the Contractor, its assignees, Subcontractors or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Council: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and, (4) the name address, and telephone number of the bankruptcy attorney.

23. Sponsorship and Publicity

23.1 As required by Section 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through any contract or agreement incorporating this Master Contract by reference, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name), Areawide Council on Aging of Broward County, Inc., and the Florida Department of Elder Affairs." If the sponsorship reference is in written material, the words "Areawide Council on Aging of Broward County, Inc. and Florida Department of Elder Affairs" shall appear in at least the same size letters or type as the name of the organization.

23.2 The Contractor shall not use the words "Areawide Council on Aging of Broward County, Inc. and the Florida Department of Elder Affairs" to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Council prior to use.

24. Assignments

24.1 The Contractor shall not assign the rights and responsibilities under any contract or agreement incorporating this Master Contract by reference without the prior written approval of the Council. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Council will constitute a material breach of the contract or agreement. In the event the Council approves transfer of the Council's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the contract or agreement.

24.2 The Council is at all times entitled to assign or transfer, in whole or part, its rights, duties, or obligations under any contract or agreement to another contractor in Broward County, upon giving prior written notice to the Contractor. Notwithstanding the foregoing, should the Council assign the duties, rights, or obligations hereunder to a provider, individual, or entity who has been excluded, debarred, suspended, or otherwise deemed ineligible to participate in a Federal Health Care Program, including but not limited to Medicare or Medicaid, Contractor shall be entitled to immediately terminate this Agreement with no further obligations and with no liability, cost, penalty, or imposition of any damages.

24.3 This Master Contract and any contract or agreement incorporating this Master Contract by reference shall remain binding upon the successors in interest of either the Contractor or the Council.

25. Subcontracts

25.1 The Contractor is responsible for all work performed and for all commodities produced pursuant to any contract or agreement incorporating this Master Contract by reference, whether actually furnished by the Contractor or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Council deems necessary. The Contractor further agrees that the Council will not be liable to the subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Council against any such claims as permitted by law.

25.2 The Contractor shall promptly pay any subcontractor upon receipt of payment from the Council. Failure to make payments to any subcontractor in accordance with Section 287.0585, F.S., unless

otherwise stated in any contract or agreement incorporating this Master Contract by reference between the Contractor and subcontractor, will result in a penalty as provided by statute.

26. Independent Capacity of Contractor

It is the intent and understanding of the Parties that the Contractor, or any of its subcontractors, are independent contractors and are not employees of the Council or the Florida Department of Elder Affairs and shall not hold themselves out as employees or agents of the Council or the Florida Department of Elder Affairs without specific authorization from the Council. It is the further intent and understanding of the Parties that the Council does not control the employment practices of the Contractor and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Contractor. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Contractor will be the sole responsibility of the Contractor.

27. Payment

27.1 Payments shall be made to the Contractor pursuant to Section 215.422, F.S., as services are rendered and properly invoiced by the Contractor. The Council's Finance Director will have final approval of the invoice for payment, and will approve the invoice for payment only if the Contractor has met all terms and conditions of any contract or agreement incorporating this Master Contract by reference, unless the bid specifications, purchase order, or the contract or agreement specify otherwise. The approved invoice will be submitted to the Council's finance section for budgetary approval and processing. Disputes arising from invoicing or payment shall be resolved in accordance with this Agreement. Section 215.422, Florida Statutes, applies only when the state of Florida is responsible for a prompt-payment delay; in such cases, any interest due under that statute shall be limited to the amount actually received by the Council from the Department. The statute does not apply in any other scenario.

27.2 The Contractor agrees to submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The Contractor shall comply with the particular requirements under the following laws and guidelines that are applicable to the contracts or agreements incorporating this Master Contract by reference: (a) paragraph (16) (b) of Section 216.181, F.S., regarding advances; (b) paragraph 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and, (c) the Invoice Requirements of the Reference Guide for State Expenditures from the Department of Financial Services at:
https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_7
The Contractor certifies that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables contracts or agreements incorporating this Master Contract by reference, including paid subcontractor invoices, and will be produced upon request by the Council. The Contractor further certifies that reimbursement requested is only for allowable expenses as defined in the laws and guiding circulars cited in Sections four (4) and five (5) of this Master Contract, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the Contractor's approved service provider application as developed in accordance with and pursuant to Section 306(a) of the Older Americans Act of 1965, as amended.

27.3 The Contractor shall provide units of deliverables, including reports, findings, and drafts as specified in the contracts or agreements and attachments which incorporate this Master Contract by reference, and the service provider application developed by the Contractor (pursuant to Section 306(a) of the Older Americans Act), to be received and accepted by the Contract Manager prior to payment.

27.4 The Council acknowledges its obligation to pay the Contractor for the performance of the Contractor's duties and responsibilities set forth in any contract or agreement incorporating this Master Contract by reference.

27.5 The Council shall not be liable to the Contractor for costs incurred or performance rendered unless such costs and performances are in accordance with the terms and conditions of any contract or agreement executed between the Parties, which incorporates this Master Contract by reference, including but not limited to terms, governing the Contractor's promised performance and unit rates and/or reimbursement capitations specified.

27.6 The Council shall not be liable to the Contractor for any expenditures which are not allowable costs as defined in 45 CFR, Parts 74 and 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules.

27.8 The Council shall not be liable to the Contractor for expenditures made in violation of regulations promulgated under the Older Americans Act, as amended, or in violation of applicable state and federal laws, rules, or provisions of any contract or agreement incorporating this Master Contract by reference.

28. Return of Funds

The Contractor shall return to the Council any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of any contract or agreement incorporating this Master Contract by reference that were disbursed to the Contractor by the Council. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the Council. In the event that the Council first discovers an overpayment has been made, the Finance Director, on behalf of the Council, will notify the Contractor in writing of such findings. Should repayment not be made forthwith, the Contractor shall be charged at the lawful rate of interest on the outstanding balance pursuant to Section 55.03, F.S., after Council notification or Contractor discovery.

29. Data Integrity and Safeguarding Information

29.1 Data Security. The Contractor and all Contractor Representatives shall comply with Rule Chapter 60GG-2, Florida Administrative Code (F.A.C.), which contains information technology (IT) procedures; and requires adherence to the Department's security policies. The Contractor shall provide immediate notice to the Council, 1) in the event it becomes aware of any security breach or any unauthorized transmission or loss of any or all of the data collected, created for, or provided by the Department (State Data); and 2) of any allegation or suspected violation of Rule Chapter 60GG-2, F.A.C. Except as required by law or legal process, and, with respect to the State Data, after notice to the Council, the Contractor shall not divulge to third parties any Confidential Information obtained by the Contractor in the course of performing Contract work according to applicable rules, including, but not limited to, Rule Chapter 60GG-2, F.A.C. "Confidential Information" means information in the possession or under the control of the state of Florida or the Contractor that is exempt from public disclosure pursuant to chapter 119, F.S., or to any other

applicable provision of State or federal law that serves to exempt information from public disclosure. This includes, but is not limited to, the security procedures, business operations information, or commercial proprietary information. The Contractor will not be required to keep confidential any information that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's Confidential Information, or information that is otherwise obtainable under State law as a public record. If State Data will reside in the Contractor's system, the Contractor will conduct at the Contractor's expense, an annual network penetration test or security audit of the Contractor's system(s) on which State Data resides and will share the results with the Council and/or Department upon request to.

29.2 Data Protection. No State Data will be transmitted, processed, or stored outside of the United States of America regardless of method, except as required by law. Access to State Data will only be available to staff approved and authorized by the Council and/or Department that have a legitimate business need. Access to State Data does not include remote support sessions for devices that might contain the State Data; however, during the remote support session the Contractor must escort the remote support access and maintain visibility of the support personnel's actions. Requests for remote access to the Department's systems will be submitted to the Department's Help Desk. Remote connections are subject to detailed monitoring via two-way log reviews and the use of other tools. When remote access is no longer needed, the Department must be promptly notified, and access will be promptly removed.

29.3 Breach and Negligence. The Contractor agrees to protect, indemnify, defend, and hold harmless the Department from and against any and all costs, claims, demands, damages, losses, and liabilities arising from or in any way related to the Contractor's breach of this Section or the negligent acts or omissions of the Contractor related to this section.

29.4 Ownership of State Data. The State Data will be made available to the Department upon its request, in the form and format reasonably requested by the Department. Title to all of the State Data will remain property of the Department and/or become property of the Department upon receipt and acceptance. Notwithstanding the foregoing, for purposes of this Section, any fields used for authentication for services shall be excluded from the definition of State Data for security purposes. The Contractor shall not possess or assert any lien or other right against or to any State Data in any circumstances.

30. Computer Use and Social Media Policy

30.1 Inappropriate use of social media and personal cell phones may pose risks to the Council and DOEA's confidential and proprietary information and may jeopardize compliance with legal obligations. By signing this Master Contract, Contractor agrees to the following social media and personal cell phone use requirements.

30.2 **Social Media Defined.** The term Social Media and /or personal cellular communication includes, but is not limited to, social networking websites, blogs, podcasts, discussion forums, RSS feeds, video sharing, SMS (including Direct Messages (DMs), iMessages, text messages, etc.); social networks like Instagram, TikTok, Snapchat, Google Hangouts, WhatsApp, Signal, Facebook, Pinterest, and X or their successors; and content sharing networks such as Flickr and YouTube. This includes the transmission of social media through any cellular or online transmission via any electronic, internet, intranet, or other wireless communication.

30.3 **Application to any direct or incidental DOEA or other state business.** This contract applies to any DOEA or other state business conducted on any of the Contractor's, Subcontractor's, or their employees' social media accounts or through personal cellular communication.

30.4 **Application to DOEA and Contractors Equipment.** This contract applies regardless of whether

the social media is accessed using DOEA's IT facilities and equipment or equipment belonging to Contractor, Subcontractor, or their respective employees. Equipment includes, but is not limited to, personal computers, cellular phones, personal digital assistants, smart watches, or smart tablets.

30.5 Florida Government in the Sunshine, Florida Public Records Law, and HIPAA. Contractor acknowledges that any state business conducted by social media or through personal cellular communication is subject to Florida's Government in the Sunshine Law, Florida's Public Records Law (Chapter 119, Florida Statutes), and the Health Insurance Portability and Accountability Act (HIPAA). Compliance with these laws and other applicable laws are further detailed in the contract.

30.6 Prohibited or Restricted Postings. Any social media posts which include photos, videos, or names of clients, volunteers, staff, or other affiliates of DOEA may only be posted when authorized by law and when any required HIPAA authorizations and any other consents or authorizations required pursuant to federal or state law are on file with the contractor's records.

30.7 Assist with Communications. Contractors may be asked periodically to assist in distributing certain Council or DOEA communications through their social media outlets. Any such requests should be posted in adherence to the social media requirements herein and the other provisions of this contract.

31. Conflict of Interest

The Contractor shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Contractor or subcontractor shall participate in selection, or in the award of a contract or agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Contractor's Board of Directors and management must disclose to the Council any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of any contract or agreement incorporating this Master Contract by reference. The Contractor's employees must make the same disclosures described above to the Contractor's Board of Directors. Compliance with this provision will be monitored.

32. Public Entity Crime

Pursuant to Section 287.133, F.S., 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 or agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract or agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

33. Purchasing

33.1 The Contractor shall procure products and/or services required to perform under any contract or agreement incorporating this Master Contract by reference in accordance with Section 413.036, F.S

33.2 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, ANY CONTRACT OR AGREEMENT INCORPORATING THIS MASTER CONTRACT BY REFERENCE, FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), F.S. AND FOR PURPOSES OF ANY CONTRACT OR AGREEMENT INCORPORATING THIS MASTER CONTRACT BY REFERENCE, THE CONTRACTOR SHALL BE DEEMED TO BE SUBSTITUTED FOR THE COUNCIL INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

33.3 Pursuant to Sections 413.036(1) and (4), F.S., the Contractor shall not be required to procure a product or service from RESPECT if: (a) the product or service is not available within a reasonable delivery time, (b) the Contractor is required by law to procure the product or service from any agency of the state, or (c) the Contractor determines that the performance specifications, price, or quality of the product or service is not comparable to the Contractor's requirements.

33.4 This act shall have precedence over any law requiring state agency procurement of products or services from any other nonprofit corporation unless such precedence is waived by the Florida Department of Elder Affairs through the Council in accordance with its rules.

33.5 Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org/

33.6 The Contractor may procure any recycled products or materials, which are the subject of or are required to carry any contract or agreement incorporating this Master Contract by reference, when the Department of Management Services through the Council determines that those products are available, in accordance with the provisions of Section 403.7065, F.S.

33.7 The Contractor shall procure products and/or services required to perform under any contract or agreement incorporating this Master Contract by reference in accordance with Section 946.515, F.S.

33.8 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR ARE REQUIRED TO CARRY OUT ANY CONTRACT OR AGREEMENT INCORPORATING THIS MASTER CONTRACT BY REFERENCE, SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SUBSECTIONS 946.515(2) AND (4), F.S. AND FOR PURPOSES OF THIS MASTER CONTRACT, THE CONTRACTOR WILL BE DEEMED TO BE SUBSTITUTED FOR THE COUNCIL INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

33.9 The corporation identified is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Additional information about PRIDE and the commodities or contractual services it offers is available at https://pride-enterprises.org/

34. Patents, Copyrights, Royalties

If any contract or agreement incorporating this Master Contact by reference is awarded state funding and if any discovery, invention or copyrightable material is developed or produced in the course of or as a result of work or services performed under any contract or agreement incorporating this Master Contract by reference, or in any way connected with any contract or agreement incorporating this Master Contract by reference, or if ownership of any discovery, invention, or copyrightable materials was purchased in the course of or as a result of work or services performed under any contract or agreement incorporating this Master Contract by reference, the Contractor shall refer the discovery, invention or copyrightable material to the Council to be referred to the Florida Department of Elder Affairs and/or the Department of State. Any and all patent rights or copyrights accruing under any contract or agreement incorporating this Master Contract by reference are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571(5)(k), the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in any contract or agreement incorporating this Master Contract by reference.

34.1 If the primary purpose of any contract or agreement incorporating this Master Contract by reference is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to Paragraph 34.

34.2 If any contract or agreement incorporating this Master Contract by reference is awarded solely federal funding, the terms and conditions are governed by 2 CFR §200.315 or 45 CFR §75.322, as applicable.

34.3 Notwithstanding the foregoing provisions, if the Contractor or one of its subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the Florida Department of Elder Affairs shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, subcontractors or assignees of any resulting patented, copyrighted or trademarked work products.

35. Emergency Preparedness and Continuity of Operations

35.1 If the tasks to be performed pursuant to any contract or agreement incorporating this Master Contract by reference include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Contractor shall, within thirty (30) calendar days of the execution of any contract or agreement, submit to the Council verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Council of emergency provisions.

35.2 In the event a situation results in a cession of services by a subcontractor, the Contractor shall retain responsibility for performance under any contract or agreement incorporating this Master Contract by reference and must follow procedures to ensure continuity of operations without interruption.

36. Equipment

36.1 Equipment means: (a) an article of nonexpendable, tangible personal property, including information technology systems, having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or $5,000.00 [for federal funds - 2 CFR §200.33 and 45 CFR §75.2, as applicable], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of $5,000.00 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of $250.00 or more [for state funds].

36.2 Contractors and subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 (Subpart D – Property Standards) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to the Council upon request. The Contractor shall promptly investigate, fully document and fully document and notify the Council's Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the Council's Contract Manager.

36.3 The Contractor's property management standards for equipment (including replacement equipment), whether acquired in whole or in part with federal funds and federally-owned equipment shall, as a minimum, meet the following requirements and to include accurately maintained equipment records with the following information:

(1) Property records must be maintained that include a description of the equipment;
(2) Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
(3) Source of funding for the equipment, including the federal award identification number;
(4) Whether title vests in the Contractor or the federal government;
(5) Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;
(6) Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
(7) Location, use and condition of the equipment and the date the information was reported;
(8) Unit acquisition cost; and
(9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.
(10) A physical inventory must be taken, and the results reconciled with the property records at least once every two (2) years.
(11) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated. 45 CFR § 75.320(d)(3).
(12) Adequate maintenance procedures must be developed to keep the property in good condition.
(13) If the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.

36.4 Equipment purchased with federal funds with an acquisition cost over $5,000.00 and equipment purchased with state funds with an acquisition cost over $5,000.00 is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Contractor [for federal funds see 2 CFR §200.313(a) and 45 CFR §75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this Master Contract or any contract or agreement incorporating this Master Contract by reference, or identified in the sub agreements with subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F. S. and 60A-1.017, F. A. C. and 2 CFR Part 200 and/or 45 CFR Part 75.

36.5 The Contractor shall not dispose of any equipment or materials provided by the Council or the Florida Department of Elder Affairs, or purchased with funds provided through any contract or agreement incorporating this Master Contract by reference without first obtaining the approval of the Council. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Council. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).

36.6 The Council will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR §200.313 or 45 CFR §75.320, as applicable.

36.7 Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through contracts or agreements covered under any contract or agreement incorporating this Master Contract by reference without the prior approval of the Council. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b United States Code. Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of Section 216.348, F. S.

36.8 Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.

36.9 Contractor must adhere to the Florida Department of Elder Affairs' procedures and standards when purchasing Information Technology Resources (ITR) as part of any contract or agreement incorporating this Master Contract by reference. An ITR worksheet is required for any computer related item costing $1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. Contractor shall secure written approval through the Council's Contract Manager prior to the purchase of any ITR. Contractor shall not be reimbursed for any purchase made prior to the written approval. The completed ITR worksheet shall be maintained in the Contractor's LAN administrator's file and must be provided to the Council upon request. The Contractor has the responsibility to require any subcontractors to comply with the Florida Department of Elder Affairs' ITR procedures.

37. PUR 1000 Form

The PUR 1000 Form is hereby incorporated by reference and available at: https://www.myflorida.com/apps/vbs/adoc/F7740_PUR1000.pdf
In the event of any conflict between the PUR 1000 Form and any terms or conditions of any contract or agreement incorporating this Master Contract by reference, the terms or conditions of any contract or agreement incorporating this Master Contract by reference, shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

38. Use of State Funds to Purchase or Improve Real Property

Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

39. Dispute Resolution

Any dispute concerning performance of any contract or agreement incorporating this Master Contract, by reference that cannot be resolved by agreement of both Parties shall be decided by the Council's Executive Director, who shall reduce the decision to writing and serve a copy on the Contractor.

40. Financial Consequences of Non-Performance

If the Contractor fails to meet the minimum level of service or performance identified in any contract or agreement incorporating this Master Contract by reference, or that is customary for the industry, then the Council must apply financial consequences commensurate with the deficiency as outlined in any contract or agreement incorporating this Master Contract by reference. The Contractor will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the Council and/or the Florida Department of Elder Affairs.

41. No Waiver of Sovereign Immunity

Nothing contained in any contract or agreement incorporating this Master Contract by reference, is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

42. Venue

If any dispute arises out of any contract or agreement incorporating this Master Contract by reference, the venue of such legal recourse will be Broward County, Florida.

43. Entire Contract

This Master Contract and any contract or agreement incorporating this Master Contract by reference, contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon the Council or the Contractor unless expressly contained herein or by a written subsequent contract, agreement and/or amendment to this Master Contract signed by both Parties.

44. Force Majeure

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

45. Severability Clause

The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable the other provisions are severable to that void provision and shall remain in full force and effect.

46. Condition Precedent to Contract Appropriations

The Parties agree that the Council's performance and obligation to pay under any contract or agreement incorporating this Master Contract by reference is contingent upon an annual appropriation by the State Legislature. In the event such an appropriation is not made, the Contractor will not be entitled to file a claims bill.

47. Addition/Deletion

The Parties agree that the Council reserves the right to add or to delete any of the services required under any contract or agreement incorporating this Master Contract by reference when deemed to be in Broward County's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

48. Waiver

The delay or failure by the Council to exercise or enforce any of its rights under any contract or agreement incorporating this Master Contract by reference will not constitute or be deemed a waiver of the Council's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

49. Compliance

The Contractor shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current State statutes, laws, rules and regulations and the DOEA handbook. The Parties agree that failure of the Contractor to abide by these laws shall be deemed an event of default of the Contractor, and subject any contract or agreement incorporating this Master Contract by reference, to immediate, unilateral cancellation of the contract or agreement at the discretion of the Council.

50. Final Invoice

The Contractor shall submit the final invoice for payment to the Council as specified in any contract or agreement incorporating this Master Contract by reference. If the Contractor fails to submit final request for payment as specified in any contract or agreement, then all rights to payment may be forfeited and the Council may not honor any requests submitted. Any payment due under the terms of any contract or agreement incorporating this Master Contract by reference may be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by the Council.

51. Renegotiations or Modifications

Modifications of the provisions of any contract, agreement, and this Master Contract shall be valid only when they have been reduced to writing and duly signed by both Parties. The rate of payment

and the total dollar amount may be adjusted retroactively for any contract or agreement incorporating this Master Contract by reference to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Council's operating budget.

52. Suspension of Work

The Council may in its sole discretion suspend any or all activities under this Master Contract and any contract or agreement incorporating this Master Contract by reference, at any time, when in the best interests of the Council to do so. The Council shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Council shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

53. Termination

53.1 Termination for Convenience

The Council, by written notice to the Contractor, may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference in whole or in part when the Council determines in its sole discretion that it is in the Council's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

53.2 Termination for Cause

The Council may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference if the Contractor fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of this Master Contract and any contract or agreement incorporating this Master Contract by reference, or (4) abide by any statutory, regulatory, or licensing requirement. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform any contract or agreement incorporating this Master Contract by reference arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtained from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Council. The rights and remedies of the Parties in this clause are in addition to any other rights and remedies provided by law or under this Master Contract.

54. Electronic Records and Signature

The Council authorizes, but does not require, the Contractor to create and retain electronic records or to use electronic signatures to conduct transactions necessary to carry out the terms of this Master Contract and any contract or agreement which incorporates this Master Contract by reference. A Contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the *Uniform Electronic Transaction Act*, Section 668.50, F.S. All electronic records must be fully auditable; are subject to *Florida's Public Records Law*, chapter. 119, F.S.; must comply with Section 29, *Data Integrity and Safeguarding Information*; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by any contract or agreement incorporating this Master Contract by reference.

54.1 The Council's authorization pursuant to this section does not authorize electronic transactions between the Contractor and the Council. The Contractor is authorized to conduct electronic transactions with the Council only upon further written consent by the Council.

54.2 Upon request by the Council, the Contractor shall provide the Council with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Council of any document that was originally in electronic form with an electronic signature must indicate the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

55. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

56. Enforcement

56.1 The Council may, without taking any intermediate measures available to it against the Contractor including corrective action, unannounced special monitoring, temporary assumption of operation of one or more programs by the Council, placing the Contractor on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other actions, rescind the Contractor's designation as if the Council finds that any of the following have occurred:

(1) An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating this Master Contract by reference, or substantially and negatively affected the operation of services covered under any contract or agreement;
(2) The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
(3) The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;

(4) The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
(5) The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this Master Contract and any contract or agreement incorporating this Master Contract by reference, with the Council, or has exceeded its authority or otherwise failed to adhere to provisions specifically provided by statue, rule adopted by the Florida Department of Elder Affairs and the current DOEA handbook;
(6) The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; or
(7) The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.

56.2 In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating this Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

57. Use of Service Dollars/Wait List Management

57.1 The Contractor is expected to spend all federal, state, and other funds provided by the Council, for the purpose specified in each contract or agreement incorporating this Master Contract by reference. The Contractor must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period, for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to another Contractor during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

57.2 The Contractor agrees to distribute funds as detailed in the service provider application and the Budget Summary, included in each contract or agreement incorporating this Master Contract by reference. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

58. Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council's Contract Manager by the 5th business day of each month. This report is for all contracts or agreements incorporating this Master Contract by reference between the Contractor and the Council. The report will include the following:
(1) A list of all services and their current status regarding surplus or deficit;
(2) The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/– 1%) will be resolved;
(3) Recommendations to transfer funds to resolve surplus/deficit spending;
(4) Input from the Contractor's Board of Directors on resolution of spending issues, if applicable;
(5) Number of clients currently on Assessed Prioritized Consumer List (APCL), that receive a priority ranking score of 4 or 5; and
(6) Number of clients currently on the APCL designated as Imminent Risk.

59. Official Payee and Representatives (Names, Address, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Master Contract, and mailing address of the official payee to whom the payment will be made is:	City of Lauderdale Lakes, Florida / Lauderdale Lakes Alzheimer Care Center 4300 N.W. 36th Street Lauderdale Lakes, FL 33319
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Ericka Lockett, Director of Parks and Human Services City of Lauderdale Lakes, Florida / Lauderdale Lakes Alzheimer Care Center 4300 N.W. 36th Street Lauderdale Lakes, FL 33319
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under Master Contract is:	Ericka Lockett, Director of Parks and Human Services City of Lauderdale Lakes, Florida / Lauderdale Lakes Alzheimer Care Center 4300 N.W. 36th Street Lauderdale Lakes, FL 33319 954-535-2808
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Contract Manager for the Council for this Master Contract is:	William Montgomery Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this Master Contract.		

60. Selection of a Project Director

60.1 In the event the representative of the Contractor, responsible for administration of the Program (Project Director), resigns, is terminated, or for other reasons, no longer is responsible for the Contract, the Contractor will submit, at a minimum, the names and credentials of three finalists being considered for the Project Director's vacancy. The Council will review and either approve or disapprove the candidates' credentials within ten (10) working days of such notification. Final selection of the Project Director will be made by the administering agency of the Contractor from the approved listing.

60.2 The qualifications of the person, selected to be a new Project Director, must receive approval by the Council prior to appointment. The following steps constitute the required process:

(1) The Contractor will notify the Council of its recruitment methods. This notification must permit reasonable opportunity for the Council to comment and offer technical assistance on the recruitment plan. The plan must contain:
   a. appropriate and reasonable effort to recruit applicants on a non-discriminatory basis.
   b. information on where, when, how, and how long the vacancy will be advertised.

c. the methodology for accepting applications.
d. the methodology for screening applications/applicants.
e. the criteria which will be applied to determine three-to-five persons qualified for the position.
f. the education, training, and or experience deemed essential for the position as determined by the Contractor.

(2) The Contractor will provide the Council with the application or resume' of persons deemed best qualified.
(3) Council will, within ten (10) working days, review the application/resume of the candidates and offer comments on their qualifications.
(4) After review and comment by Council, the Contractor is authorized to hire any of the individuals which have been deemed by the Council to meet the qualifications for the Project Director's position.

60.3 If Council determines that none of the proposed candidates meet the qualifications for Project Director, the Contractor must repeat the recruitment cycle.

60.4 The Contractor will repeat the recruitment cycle if the qualifications are judged by the Council to be insufficient.

60.5 At any time there is a vacancy for a Project Director, the Contractor must immediately appoint an "Acting" Project Director, and notify the Council upon appointment. No person may serve as an "Acting" Director for more than 120 calendar days without prior written approval of the Council.

61. All Terms and Conditions Included

This Master Contract and its attachments, I - VIII and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Master Contract will supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Master Contract, the Parties agree that they have read and agreed to the entire contract.

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IN WITNESS THEREOF, the Parties hereto have caused this 56- page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

City of Lauderdale Lakes, Florida / Lauderdale Lakes Alzheimer Care Center	**Areawide Council on Aging of Broward County, Inc.**
BOARD PRESIDENT OR AUTHORIZED DESIGNEE	
SIGNED BY	SIGNED BY
NAME	NAME
TITLE	TITLE
DATE	DATE

FEDERAL ID NUMBER: 59-0974050
FISCAL YEAR-END DATE: September 30
DUNS: 82413600

ATTACHMENT I

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council and the Florida Department of Elder Affairs, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the Council and/or the Florida Department of Elder Affairs staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Master Contract, and any contract or agreement incorporating this Master Contract by reference, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Council to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council, the State of Florida Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends $750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Funding Summary indicates federal resources awarded through the Council. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Contractor expends less than $750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than $750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of thirty (30) days after receipt of the audit report or nine (9) months after the end of the Contractor's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of $750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Funding Summary indicates state financial assistance awarded through the Council. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than $750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than $750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I- 5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than nine (9) months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of any contract incorporating this Master Contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR §200.512 by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Additionally, copies of financial reporting packages required by this Master Contract's Financial Compliance Audit Attachment, Part II shall be submitted by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351

The Auditor General's Office at the following address:
State of Florida Auditor General Claude Pepper Building, Room 574
111 West Madison Street, Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this Master Contract and any contract incorporating this Master Contract by reference shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Master Contract and any contract incorporating this Master Contract by reference for a period of six (6) years from the date the audit report is issued, and shall allow the Council and/or the Florida Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO) or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Council and/or the Florida Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO), or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

END OF ATTACHMENT I

ATTACHMENT I
EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION
Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:
_____Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.
__X__ Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.
_____Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS
FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub- recipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:
2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes* 2 CFR §200.201 – Administrative Requirements**
2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:
2 CFR §200.400 - §200.411 – Cost Principles*
2 CFR §200.100 – Administrative Requirements
2 CFR §200 Subpart F – Audit Requirements
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:
2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*
2 CFR §200.100 – Administrative Requirements
2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).
**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

Sections 215.97 & 215.971, F.S.
Chapter 69I-5, F.A.C.
State Projects Compliance Supplement Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

END OF ATTACHMENT I, EXHIBIT 1

ATTACHMENT II

CERTIFICATIONS AND ASSURANCES

Council will not award this Master Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of any contract or agreement incorporating this Master Contract by reference, Contractor provides the following certifications and assurances:

A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)
B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
D. Certification Regarding Public Entity Crimes, Section 287.133, F.S.
E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.
G. Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements
H. Verification of Employment Status Certification
I. Records and Documentation
J. Certification Regarding Inspection of Public Records

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

2. Have not within a three-year period preceding this Master Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Master Contract and any contract incorporating this Master Contract by reference was made or entered into. Submission of this certification is a prerequisite for making or entering into this Master Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially

assisted program or activity. Contractor understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.
The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.
Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in Section 287.133, F.S., nor placed on the convicted vendor list.
Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).
As a condition of the contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.
In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not participating in a boycott of Israel.
If any contract or agreement incorporating this Master Contract by reference is in the amount of $1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.
Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Master Contract and any contract or agreement incorporating this Master Contract by reference and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.
If Contractor is unable to certify any of the statements in this certification, Contractor shall attach an explanation to this Master Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS
1. The Contractor and any subcontractors of services under this Master Contract or any contracts or agreements incorporating this Master Contract by reference have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of

outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If any contract or agreement incorporating this Master Contract by reference includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any subcontractors of services under any contract or agreement incorporating this Master Contract by reference warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Master Contract or any contract or agreement incorporating this Master Contract by reference, and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to any contract or agreement incorporating this Master Contract by reference utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire contract term.
The Contractor shall require that the language of this certification be included in all sub-agreements, sub-grants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly.
This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract and any contract or agreement incorporating this Master Contract by reference imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or any party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 8.1 and 8.2 of this Master Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold

harmless the Council for any costs incurred by the Council and any attorneys' fees assessed or awarded against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Master Contract or any contract or agreement incorporating this Master Contract by reference, or services performed thereunder. a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.

2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization **does___ does not ___** provide for institutional memberships, as referenced in Section J.2. of this Attachment.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available for inspection as stated above.

By execution of this agreement, Contractor must include these provisions (A-J) by reference in all related subcontract agreements (if applicable) and Contractor certifies the representations outlined in parts A through J above, are true and correct.

_____ _____

Signature of Authorized Representative Date

_____

Title

_____

Name of Contractor

_____

Address of Contractor

ATTACHMENT III

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1.Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2.Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3.Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4.Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5.Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6.Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7.Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8.Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9.Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), regarding labor standards for federally assisted construction sub agreements.

10.Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000.00 or more.
11.Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12.Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13.Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
14.Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15.Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16.Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17.Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.
18.Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Representative Date

Title

Name of Contractor

Address of Contractor

ATTACHMENT IV

FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST

City of Lauderdale Lakes, Florida / Lauderdale Lakes Alzheimer Care Center	County: Broward	PSA10
Contractor Address:	Completed By Contractor:	
Contractor City, State ZIP:	Date:	Contractor Phone:

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with Council? If NA or NO, explain. NA ☐ YES ☐ NO ☐

7. Compare the staff composition to the population. Is staff representative of the population? If NA or NO, explain. NA ☐ YES ☐ NO ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population? If NA or NO, explain. NA ☐ YES ☐ NO ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain. NA ☐ YES ☐ NO ☐

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If NA or NO, explain. NA ☐ YES ☐ NO ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If NA or NO, explain. NA ☐ YES ☐ NO ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA ☐ YES ☐ NO ☐

13. Are employees, applicants and participants informed of their protection against discrimination?
If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain. NA ☐ YES ☐ NO ☐

14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. NA ☐ NUMBER _____

15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If NA or NO, explain. NA ☐ YES ☐ NO ☐

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain. YES ☐ NO ☐

17. Is there and established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain. YES ☐ NO ☐

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES ☐ NO ☐

19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain. YES ☐ NO ☐

20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain. YES ☐ NO ☐

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF $50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES ☐ NO ☐

DOEA USE ONLY		
Reviewed By		In Compliance: YES NO*
Program Office		*Notice of Corrective Action Sent ___/___/___
Date	Telephone	Response Due ___/___/___
On-Site Desk Review		Response Received ___/___/___

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.

2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)

3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.

4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.

5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.

6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOEA recipients and their sub-grantees, 45 CFR 80.4 (a).

7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?

8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).

9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).

10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).

11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).

12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility,45 CFR 80.6 (d).

14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.

15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.

16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
    a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
    b. Modify policies and practices that do not meet Section 504 requirements.
    c. Take remedial steps to eliminate any discrimination that has been identified.
    d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.

17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).

18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).

19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).

20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d).

21. Programs/facilities with 50 or more employees and $50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

SOCIAL MEDIA POLICY

1.0 Purpose

The purpose of this policy is to establish guidelines for the use of social media. This policy must be followed in conjunction with the Department's Computer Use Policy #420.10, Chapter 60L-3.Conduct of Employees, Florida Administrative Code, and any other personnel policies regarding employee conduct.

2.0 Scope

This policy applies to employees, contracted employees, consultants, OPS, and volunteers, including all personnel Affiliated with third parties, such as, but not limited to, Area Agencies on Aging and vendors.

Any entity that uses the Department's computer resource systems must comply with this policy. This

Policy applies to use of personal social media accounts accessed from both personal and DOEA owned or leased computers and other wireless communication devices such as cell phones and personal digital assistants.

3.0 Policy

Social media is a term commonly used to describe websites and online tools which allow users to interact with each other by sharing information, opinions, knowledge and interests. Social media includes, but are not limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, SMS (texting), social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and You Tube.

The Department recognizes that social media are powerful communications tools that can be used to enhance services, promote collaboration, provide information and for personal enrichment. The Department respects the right of employees to use these tools as a medium of self-expression. The Department also recognizes that permitting the use of such tools is not without risk, and has developed the following guidelines that employees must observe when using social media.

Please be aware that the Department's official electronic business is primarily conducted via the Department's email system therefore; if employees, contracted employees, consultants, OPS, and volunteers use social media to conduct official Department business then they must provide notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organizations' or entity's page as well as information about the organization's or entity's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats.2010

4.0 Guidelines for Employees

4.1 Respect Department time and property: Use of Department computers and other wireless communication devices are designed and intended to assist the employee in the accomplishment of the employee's job assignments. Social networking must not interfere with the employee's timely performance of work obligations. Reasonable use of social media for personal use is permitted during breaks and lunch. Excessive use of social media during work is prohibited and may be grounds for disciplinary action as provided in Chapter 60L-36, Florida Administrative Code

4.2 Confidential Information: Employees are prohibited from posting any confidential, proprietary, copyrighted, protected health information (PHI) or otherwise legally protected information or materials on their social networking accounts.

4.3 Respectful Communications: State Employees must remember to conduct themselves, on and off the job, in a manner that will not bring discredit or embarrassment to the state, its employees or agents. This includes online activity. See Rule 60L-36.005, Florida Administrative Code. Be

respectful when using social media especially in communications and blogs related to or referencing the Department an affiliate, or partner. Information exchanged on social networking sites can be accessed by vendors, suppliers, and business partners and can be kept on –line, in theory, forever.

a. Employees are prohibited from using social networking accounts to harass, bully, threaten, libel, malign, defame, disparage, or discriminate against co-workers, managers, vendors or anyone else. Behaviors that constitute harassment and bullying, include, but are not limited to, comments that are derogatory with respect to race, religion, gender, sexual orientation, color, age, or disability; sexually explicit or suggestive, humiliating, or demeaning comments; threats to stalk, haze, or physically injure another employee

b. Supervisors, managers and administrators are cautioned to remember that if they "friend" Subordinates, or of other supervisors, manages and administrators they need to maintain the same appropriate professional relationship online as in the office.

c. Employees are prohibited from writing about, posting pictures of, or otherwise referring to any other employees without their permission.

d. Employees should refrain from using profane and vulgar language and avoid discussions of conduct that is prohibited by Department policies, such as alcohol or drug use on state property or during work hours.

4.4 Use Personal Email Address Only On Social Networking Sites: Department email address should be used only for work-related communications. The "elderaffairs.org" address attached to your name implies that you are acting on the Department's behalf and all actions are public and subject to public records laws.

4.5 Remember You Are Responsible For What You Post: You are responsible for any of your online activity conducted either on your own computer or with a Department email address and/ or which can be traced back to the Department's domain, and/or which uses Department assets, networks, and resources.

4.6 Disclaimers on Personal Sites: If you identify yourself as an employee of the Department, please remember to identify your views and opinions as your own. You must note that the views expressed are your own and do not necessary reflect the views of the Department

4.7 Monitoring: In conjunction with the Department's Computer Use Policy, the Department reserve the right, at its discretion, to review any employee's electronic files and messages and usage to the extent necessary to ensure that electronic media and services are being used in compliance with the law and with this and other Department policies.

a. Employees must understand that anything they post online from any computer is public and employees should not assume that they have a right to privacy with regards to electronic communications that are sent, received, created, accessed, obtained, viewed, or stored on the Department's systems.

b. As a matter of policy, however, the Department will not systematically monitor an employee's use of social media unless it is necessary for non-investigatory, work-related purposes, or for investigations of allegations of work-related misconduct.

5.0 Modifications: The Department reserves the right to modify, discontinue or replace the policy or any term of the policy. The Department will endeavor to give notice of all changes to its Social Media Policy.

6.0 Enforcement: Any employee found to have violated this policy may be subject to disciplinary action, up to and including dismissal, as provided by rule 60L-36.005, Florida Administrative Code.

7.0 Guidelines for Affiliates Hosting Social Network Sites: This policy applies to any organization or entity affiliated with the Department of Elder Affairs that chooses to maintain a social networking service using the Department's computer resource system. Please remember that the Department's official electronic business is primarily conducted via the Department's email system and not through social media.

7.1 Development and Maintenance: Organizations or entities affiliated with the Department must use good judgement and professionalism when creating and maintaining a social networking page. Be cognizant that what is posted by the organization reflects on the Department.

7.2 Post Accurate Information: The organization or entity must post accurate Information and promptly correct any misinformation posted.

7.3 Removal of Inappropriate Content: The organization must be responsible for screening and removing content that is offensive, rude, discriminatory, vulgar, libelous, or in any other respect violates this Department policy or its contracts.

7.4 Public Records: All contents on the organization's or entity's page, including information about the organization's friend list, is subject to disclosure under Florida's Public Record Act. Therefore, the organization or entity must post a notice to the public that all communications may be subject to Florida's Public Records Law. This includes content posted on an organizations' or entity's page, as well as information about the organization's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

7.5 Retention of Records: The organization or entity is required to have the capacity to electronically archive or store all communications sent or received on social networking sites that involve Department business.

7.6 Communications: Any communications on any social networking site regarding Department business is subject to Florida's Government in the Sunshine Law. For example, members of a council, board or commission may not engage on any social networking site in a discussion of matters that foreseeably will come before the council, board or committee for official action.

ATTACHMENT VI

Provider's State Contracts List

REPORT PERIOD: From _____
To _____

PROVIDER INFORMATION:

Name: _____ Phone #: _____
Address: _____ Email: _____
FEID: _____ Contact: _____

	Contract #	Contract/Program Name	State Agency/Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									$ -
2									$ -
3									$ -
4									$ -
5									$ -
6									$ -
7									$ -
8									$ -
9									$ -
10									$ -
11									$ -
12									$ -
13									$ -
14									$ -
15									$ -
16									$ -
17									$ -
18									$ -
19									$ -
20									$ -
								Total	

SIGNATURE: _____ DATE: _____
TITLE: _____

ATTACHMENT VII

DEPARTMENT OF ELDER AFFAIRS

BACKGROUND SCREENING

ATTESTATION OF COMPLIANCE - EMPLOYER

AUTHORITY: ALL EMPLOYERS are required to annually submit this form attesting to compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes.

The term "employer" means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.

A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living areas, funds, personal property, or personal identification information as defined in s. 817.568. The term also includes, but is not limited to, the administrator or a similarly titled person who is responsible for the day-to-day operations of the provider, the financial officer or similarly titled person who is responsible for the financial operations of the provider, coordinators, managers, and supervisors of residential facilities, and volunteers, and any other person seeking employment with a provider who is expected to, or whose responsibilities may require him or her to, provide personal care or services directly to clients or have access to client funds, financial matters, legal matters, personal property, or living areas." § 430.0402(1)(b), Fla. Stat. (2023).

ATTESTATION

As the duly authorized representative of: _____
(Name of Employer)

Located at _____
Street address City State Zip Code

Under penalty of perjury, I, _____,
(Name of Representative)

hereby swear or affirm that the above-named employer is in compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes, regarding level 2 background screening.

_____ _____
Signature of Representative Date

DOEA Form 235, Attestation of Compliance - Employer, Effective October 2023, F.S.
Form available at: https://elderaffairs.org/about-us/background-screening/background-screening-clearinghousetraining-accessing-the-clearinghouse/

ATTACHMENT VIII

CONTRACTOR INFORMATION

CONTRACT # _____ CONTRACT PERIOD: _____

Contractor Name: _____

_____

Address: _____

_____

Telephone: _____ Fax: _____

Website: _____

Executive Director or Chief Administrator: _____

Title: _____

Telephone: _____

Email Address: _____

President or Head of Governing Body or Board: _____

Title: _____

Address: _____

_____

Telephone: _____ Fax: _____

Email Address: _____

Contact Person for Program Administration:

Name: _____

Title: _____

Telephone: _____

Email Address: _____

Contact Person for Financial and Administrative Records:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Email Address: _____

Name and title of person(s) authorized to sign contracts:

_____

_____

_____

Agency's FEID #: _____ Agency's DUNS #: _____

Audit(s) are due by the end of the ninth month following the end of the agency's fiscal year.

Contractor Fiscal Year: _____ to _____

ATTACHMENT IX

Business Associate Agreement

This Agreement, made as by and between **Areawide Council on Aging of Broward County, Inc.** ("Covered Entity"), a Florida corporation, and **City of Lauderdale Lakes, Florida / Lauderdale Lakes Alzheimer Care Center** ("Business Associate").

WHEREAS, the Areawide Council on Aging of Broward County, Inc. is a Covered Entity as defined in the Privacy Rule adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy Rules).

WHEREAS, the Business Associate has been retained by the Covered Entity to perform a function, activity, or service on behalf of Covered Entity that requires the Business Associate have access to Protected Health Information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the Privacy Rule, the Security Rule Health Information Technology for Economic and Clinical Health Act (HITECH), the Final Rules and any rules or guidance issued by the Secretary from time to time with respect to such security, privacy, use and disclosure requirements.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

Section 1. Definitions.

(a) Breach shall mean the acquisition, access, use or disclosure of protected health information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the protected health information. For purposes of this definition, "compromises the security or privacy of the protected health information" means poses a significant risk of financial, reputational, or other harm to the individual.

(a) HITECH shall mean Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), called the Health Information Technology for Economic and Clinical Health (HITECH) Act, codifies and expands on many of the requirements promulgated by the Department of Health & Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to protect the privacy and security of protected health information (PHI).

(b) Individual means the person who is the subject of protected health information 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(c) Privacy Officer shall mean Shirley Snipes, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567; email: snipess@adrcbroward.org.

(d) Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(e) Protected Health Information or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) Required by Law shall have the same meaning as the term "required by law" in 45 CFR 164.103.

(g) Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.

(h) Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI relating to the Covered Entity.

(i) Security Officer shall mean Shirley Snipes, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567; email: snipess@adrcbroward.org.

(j) Security Rule shall mean the Health Insurance Reform: Security Standards at 45 CFR Parts 160, 162 and 164.

(k) Underlying Agreement shall mean the services agreement executed by the Covered Entity and Business Associate, if any.

(l) Unsecured PHI means PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under Section 13402 of Public Law 111-5 on the HHS website (45 CFR 164.402).

Section 2. Obligations and Activities of Business Associate

a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

b) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than provided for by this Agreement.

c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this Agreement.

d) Business Associate agrees to comply with the Security Rules, as required by HITECH, in a manner consistent with the Rule and regulations that may be adopted by relevant federal agencies, to keep all electronic PHI in a secure manner, as required under federal law.

e) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. See "Reporting" contained in this Agreement.

f) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

g) Business Associate agrees to make available, in the time and manner designated by Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, as necessary to satisfy Covered Entity's requirements under 45 CFR 164.524.

h) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. 164.522, except where such use, disclosure or request is required or permitted under applicable law.

i) Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. 502(b)(1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. 164.514(e)(2) to accomplish the intended purpose of such request, use or disclosure as interpreted under related guidance issued by the Secretary from time to time.

j) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.

k) Business Associate agrees to make internal practices, books, and records including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

l) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

m) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

n) Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that it is required to comply with the confidentiality, disclosure, breach notification, compliance, and re-disclosure requirements of HITECH, Privacy Rule and the Security Rule to the extent such requirements may be applicable.

o) Business Associate acknowledges that if it becomes aware of a "pattern of activity or practice" by Covered Entity, or any other Business Associate, that breaches a Business Associate Agreement, but fails to cure that breach, Business Associate shall immediately terminate the relevant agreement, or report the non-compliance to the United States Department of Health and Human Services' Office of Civil Rights.

p) Business Associate acknowledges that it is subject to compliance audits by the United States Department of Health and Human Services' Office of Civil Rights.

q) Business Associate shall comply with any and all regulatory requirements which may arise in the future to comply fully with the Privacy Rules, the Security Rule, ARRA, and HITECH, including, but not limited to, restrictions on disclosures to health plans, clarified minimum necessary standards, expanded accounting requirements applicable to electronic health records, revised prohibitions on sales of PHI, and updated marketing and fundraising restrictions. Business Associate shall require that any agent, including a subcontractor, shall also comply with the requirements set forth herein.

r) Business Associate acknowledges that, pursuant to HITECH, Business Associate, its employees and contractors, and any third party (and their employees, contractors, and further third parties) who may have access to or possession of the Covered Entity's PHI, are subject to regulatory oversight of the various federal and/or state agencies as a Business Associate, and may be subject to both civil and criminal penalties which may arise from violations of this Agreement, the Privacy Rules, the Security Rule, HITECH, and any rules or guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

s) Business Associate agrees to provide the Covered Entity with notice of a Breach of Unsecured PHI pursuant to the requirements of 45 CFR 164.402. See "Reporting" contained in this Agreement.

t) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 154, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

u) Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

Section 3. Permitted Uses and Disclosures by Business Associate

(a) Except as otherwise limited in this Agreement, Business Associate may use and/or disclose PHI only in a manner that is necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.

(b) Business Associate may use or disclose PHI as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.

(d) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(e) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by

law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose(s) for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Section 4. Reporting

As described below, Business Associate shall report to the Covered Entity in writing (a) any use or disclosure of PHI not permitted under 45 CFR section 164, Subpart E, this Agreement, or by law, (b) any Security Incident of which it becomes aware and (c) any Breach of Unsecured PHI in accordance with HITECH, including 42 U.S.C.A. section 17932.

(a) Reporting Security Incidents or Improper Uses or Disclosures. Business Associate shall make the report to the Covered Entity's Privacy Officer (or to the Security Officer in the event of a Security Incident) within three business days after Business Associate learns of such unauthorized use or disclosure or Security Incident. Business Associate's report shall: (1) identify the nature of the unauthorized use or disclosure or Security Incident including the date of the Security Incident or unauthorized use or disclosure and date of discovery; (2) identify the PHI affected; (3) identify who made or caused the unauthorized use and/or received the unauthorized disclosure and/or participated in the Security Incident, if known; (4) identify what Business Associate has done or shall do to mitigate any deleterious effect of the Breach, unauthorized use or disclosure or Security Incident; (5) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure or Security Incident; and (6) provide such other information, including a written report, as reasonably requested by the Privacy Officer or Security Officer. Any Security incident or unauthorized use or disclosure of PHI that is a Breach of Unsecured PHI shall be reported as required under subsection (b) below.

(a) Notification of a Breach. Pursuant to HITECH, including 42 U.S.C.A. section 17932, and regulations under 45 CFR Parts 160 and 164, as amended, Business Associate shall provide written notice to the Covered Entity's Privacy Officer of any Breach of Unsecured PHI within 3 business days after Business Associate discovers the Breach. Business Associate shall conduct the risk assessment to determine whether a Breach occurred. Business Associate's report to the Covered Entity shall identify or describe: (1) the affected Individual(s) whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed; (2) the incident, including the date of the Breach and the date of the discovery of the Breach, if known; (3) who made or caused the Breach/unauthorized use and/or received the unauthorized disclosure; (4) the types of Unsecured PHI involved in the Breach; (5) any specific steps the Individual(s) should take to protect him or herself from potential harm related to the Breach; (6) what the Business Associate is doing to investigate the Breach, to mitigate losses and to protect against further Breaches; (7) contact procedures for how the Individual(s) can obtain further information from Business Associate; and (8) such other information, including the risk assessment analysis prepared by Business Associate, as reasonably requested by the Covered Entity's Privacy Officer.

Section 5. Obligations of Covered Entity

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

(a) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures under this Agreement.

(b) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this Agreement.

(c) With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been accessed, acquired, used or disclosed as a result of such breach, except when law enforcement requires a delay pursuant to 45 CFR 164.412:

1. Without unreasonable delay and in no case later than 60 days after discovery of a breach.
2. By notice in plain language including and to the extent possible: a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; a description of the types of Unsecured PHI that were involved in the breach; any steps Individual(s) should take to protect themselves from potential harm resulting from the breach; a brief description of what the Covered Entity involved is doing to investigate the Breach, mitigate the harm to Individual(s), and to protect against any further Breaches; and, contact procedures for Individual(s) to ask questions or learn additional information which shall include a toll-free telephone number, an e-mail address, web site or postal address.
3. Use a method of notification that meets the requirements of 45 CFR 164.404(d).
4. Provide notice to the media when required under 45 CFR 164.405 and to the Secretary pursuant to 45 CFR 164.408.

Section 6. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy & Security Rule if done by Covered Entity.

Section 7. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the date the Covered Entity signs this Agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either (1) provide an opportunity for Business Associate to cure the breach and then terminate the Underlying Agreement if Business Associate does not cure the breach within time period specified by the Covered Entity or (2) terminate the Underlying Agreement immediately. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination. (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement or the Underlying Agreement for any reason, Business Associate shall return or destroy all

PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate and subcontractors shall retain no copies of the PHI. (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties, that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Section 8. Miscellaneous

a) Regulatory References. A reference in this Agreement to a section in the Privacy & Security Rule means the section as is currently effect or as may be amended from time to time, and for which compliance is required.
b) Indemnification. Business Associate shall release, defend, indemnify and hold Covered Entity harmless from and against any claims, fees, losses, and costs, including, without limitation, reasonable attorneys' fees and costs, that Covered Entity may sustain as a result of, or arising out of (i) a breach of this Agreement by Business Associate or its agents or Subcontractors, including, but not limited to, any unauthorized use, disclosure or breach of PHI, (b) Business Associate or its subcontractor's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitation, failure to perform Business Associate's obligations under this Agreement, the Privacy Rule or the Security Rule or any other applicable law or rule. Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 8(b) is not applicable to contracts or agreements executed between the Covered Entity and state agencies or subdivisions defined in Section 768.28(2), F.S.
c) Remedies. The parties acknowledge that breach of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if Covered Entity has actual notice of an intended breach, Covered Entity shall be entitled to a remedy of specific performance and/or injunction refraining Business Associate from violating or further violating this Agreement. The parties agree the election of the Covered Entity to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right the Covered Entity may have to recover damages.
d) Amendment. The parties agree to take such action as is necessary to amend this Agreement and the Underlying Agreement if necessary, from time to time as is necessary to comply with the requirements of the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, ARRA the HITECH Act, the HIPAA rules and any other applicable laws. Regardless of written amendment to this Agreement or the Underlying Agreement, the parties agree to comply with all applicable laws.
e) Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement and/or Underlying Agreements, as shall the rights of access and inspection of Business Associate by Covered Entity.
f) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules, HIPAA, ARRA, the HITECH Act, the HIPAA Rules and any other applicable law.
g) Governing Law; Conflict. This agreement shall be enforced and construed in accordance with the laws of the State of Florida. Jurisdiction of any litigation with respect to this Agreement shall be in Florida, with venue in a court of competent jurisdiction located in Pinellas County. In the event of a

conflict between the terms of this Agreement and the terms of any of the Underlying Agreements, the terms of this Agreement shall control.

h) Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.

i) Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.

j) Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.

Contractor (Business Associate):

_____
Name of Contractor

_____ _____
Signature of Authorized Representative Date

_____
Printed Name

_____
Title

_____ _____
Address of Contractor Phone of Contractor

Areawide Council on Aging of Broward County, Inc. (Covered Entity):

_____ _____
Signature of Authorized Representative Date

_____
Printed Name

_____
Title

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Contract Requirement:

Title
RESOLUTION 2025-167 APPROVING THE ESTABLISHMENT OF A COMPREHENSIVE LIEN REDUCTION POLICY TO ADDRESS CODE ENFORCEMENT LIENS THROUGH STRUCTURED PROCEDURES FOR ADRESSING PROPERTY OWNER REQUESTS FOR A REDUCTION IN MUNICIPAL CODE ENFORCEMENT LIENS

Summary
This resolution approves a Code Enforcement Lien Reduction Program to address code enforcement liens.

Staff Recommendation

Background:

Over the past several years, the City has accumulated a growing number of code enforcement liens on properties that remain unresolved, many of which have accrued significant penalties due to prolonged non-compliance. These outstanding liens pose a barrier to property rehabilitation, real estate transactions, and community reinvestment. In response to these challenges within the City, staff has initiated the Comprehensive Lien Reduction Program as a strategic tool to encourage voluntary compliance and clear title issues while encouraging opportunities for economic recovery and neighborhood improvement while shaping a local policy tailored to the City's needs.

his initiative is designed to encourage code compliance while, reducing the financial burden on property owners, and improve the City's ability to resolve new as well as longstanding liens.

The Comprehensive Lien Reduction Program will establish a formal process for reviewing and adjusting liens based on compliance status, property condition, and other qualifying factors for Homestead and Non-Homestead property owner.

The program aims to provide a procedural framework that will:

- Provide equitable relief to property owners facing liens;
- Incentivize compliance with municipal codes.
- Expedite the settlement of delinquent accounts; and
- Maintain the integrity and deterrent effect of the code enforcement program.

Funding Source:

N/A

Fiscal Impact:

Sponsor Name/Department: Tanja McCoy, AICP, CGC, CFM

Meeting Date: 12/9/2025

ATTACHMENTS:

	Description	Type
🗋	Resolution 2025-167 Creating Comprehensive Municipal Code Enforcement Lien Reduction Policy	Resolution
🗋	Exhibit A -Comprehensive Lien Reduction Policy	Exhibit

RESOLUTION 2025-167

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A COMPREHENSIVE LIEN REDUCTION POLICY PROVIDING STRUCTURED PROCEDURES FOR ADDRESSING PROPERTY OWNER REQUESTS FOR REDUCTION IN MUNICIPAL CODE ENFORCEMENT LIENS; A DRAFT COPY OF THE LIEN REDUCTION POLICY GUIDELINES IS ATTACHED HERETO AS **EXHIBIT A**; A DRAFT COPY OF WHICH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes ("City") is committed to maintaining public safety, community standards, and neighborhood integrity through diligent enforcement of its municipal codes;

WHEREAS, accumulated code enforcement liens, particularly older and high-balance liens, have presented barriers to property redevelopment, ownership transfer, and community revitalization;

WHEREAS, the City has developed a Comprehensive Lien Reduction Policy designed to provide equitable, fair, and structured procedures and guidelines to address property owner requests for reduction in municipal code enforcement liens and who have demonstrated commitment to improving their respective properties, which also result in greater community pride, stability and appreciation in property value, and improved quality of life conditions for city residents and businesses;

WHEREAS, the Comprehensive Lien Reduction Policy serves to balance fairness, code compliance, and the protection of public resources and taxpayer interests; and

WHEREAS, the City Commission finds that a structured, tiered, and legally sound approach to responding to property owner request for reduction in a municipal code enforcement lien will promote consistent decision-making, encourage voluntary compliance, stimulate community reinvestment, and facilitate the productive use of encumbered properties.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. POLICY ESTABLISHMENT AND PURPOSE: The City Commission hereby approves and authorizes the establishment of a Comprehensive Lien Reduction Policy, as described herein and administered through a multi-tiered framework.

SECTION 2. IMPLEMENTATION AUTHORIZATION: The City Commission hereby authorizes the Acting City Manager to implement and oversee the City's policy in coordination with the Director of Development Services, the Special Magistrate, and the City Attorney, and further to establish procedures, forms, and timelines consistent with the intent of this Resolution.

SECTION 3. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 4. INSTRUCTIONS TO THE ACTING CITY MANAGER: The Acting City Manager, including designated administrative staff are hereby authorized to take any and all action necessary to effectuate the intent of this Resolution.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 5. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD DECEMBER 9, 2025.

_____
VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____, CMC, Deputy City Clerk, for
VENICE HOWARD, MPA, MMC, FCRM
CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
SIDNEY C. CALLOWAY, CITY ATTORNEY

Sponsored by: Tanja McCoy, AICP, CGC, CFM, Development Services Director

VOTE:

Mayor Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Sharon Thomas	____ (For) ____ (Against) ____ (Other)
Commissioner Tycie Causwell	____ (For) ____ (Against) ____ (Other)
Commissioner Easton Harrison	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)

EXHIBIT A

City of Lauderdale Lakes

Comprehensive Lien Reduction Policy

Background

The City of Lauderdale Lakes recognizes that outstanding code enforcement liens can impede property rehabilitation, hinder real estate transactions, and contribute to neighborhood blight. This Lien Reduction Policy is established to encourage compliance with the City Code, facilitate reinvestment in properties, and return properties to productive use while safeguarding the public interest and recouping taxpayer funds where appropriate.

This Lien Reduction Policy is designed to encourage compliance, reinvestment, and fairness while protecting the City's financial interests. It offers structured relief pathways for homeowners, developers, and stakeholders committed to the rehabilitation and improvement of Lauderdale Lakes' neighborhoods.

Purpose

This Policy is established to reduce long-standing code enforcement liens in a fair and structured manner, promoting neighborhood reinvestment and code compliance while safeguarding the City's financial and policy interests. Providing for a structured framework, encouraging code compliance, facilitating property rehabilitation, and returning blighted properties to productive use. The Policy includes three integrated tracks:

1. **Standard Lien Reduction Policy- Administrative Review-$1000-$25,000**
2. **High Lien Reduction Procedure (HLRP)- Special Magistrate Review-$25,001-$150,000**
3. **Extremely High Lien Reduction Procedure (EHLRP)-Commission Review-$150,000+**

I. Standard Lien Reduction Policy

Applies to properties with **code enforcement liens between $1000 to $25,000**. After a complete application, as determined by staff, meeting the basic requirements stated below, the Development Services Director may administratively reduce the lien by a maximum of 85% of the lien amount, subject to the City Manager's final authorization. The final lien determination by the Development Services Director is final and binding.

Additional Fees:

- Enforcement Cost Fee (TBD)
- Administrative Fee (TBD)

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II. High Range Lien Reduction Procedure (HRLRP)

Eligibility:
Applies to properties with **code enforcement liens of $25,001 to $150,000.** After a complete application, as determined by staff, meeting the basic requirements stated below, the Special Magistrate may reduce the lien by a maximum of 80% of the lien amount. The final lien reduction determination by the Special Magistrate is final and binding.

Additional Fees:

- Special Master Fee (TBD)
- Enforcement Cost Fee (TBD)
- Administrative Fee (TBD)

III. Extremely High Range Lien Reduction Procedure (EHRLRP)

Eligibility:
Applies to properties with **code enforcement liens of $150,001 and above.** Upon review of a completed application, as determined by staff, the application will be set for hearing at the Commission workshop and meeting, as applicable. Staff will prepare a staff report and recommendation for the Commission meetings. The Commission may reduce the lien by a maximum of 65% of the lien amount. The Commission shall determine the final lien reduction amount, which is final and binding.

Additional Fees:

- Enforcement Cost Fee (TBD)
- Administrative Fee (TBD)

IV. Basic Eligibility Criteria:

- Property must be in full compliance with the City Code.
- All municipal charges and taxes must be paid in full.
- Applicant must submit a notarized application.
- Applicant must submit a written narrative justifying the request for reduction.

Evaluation Considerations:

- Duration of non-compliance.
- Duration of compliance
- Timeliness of corrective actions.

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- Number of Violations.
- Nature of the property: Homestead or Non-Homestead.
- Nature of code enforcement violation: Life Safety (LS)/Florida Building Code (FBC)/ Community Standards (CS).
- History of code violations or liens on other properties held by the applicant within the City of Lauderdale Lakes.
- Other unique or material circumstance that may apply.

Application Process:

- Application Submission:
    - The property owner, or an authorized representative with notarized consent, must submit a completed "Lien Reduction Request Application" along with a non-refundable application $200 fee.
    - Applications to the Special Magistrate and Commission must be accompanied by a processing fee in the amount of 1% of the lien amount.
    - A notarized statement explaining the basis for the requested reduction.
    - Proof of compliance and payment of all ad valorem taxes, assessments, and municipal charges.
    - Code Enforcement Supervisor/Staff will review the application and forward it to the appropriate Reviewer with a recommendation.

V. Procedural Provisions

1. **Application Limits:**
    - Homestead owners: maximum two applications per property for 10 years post-2025.
    - Non-homestead owners: maximum one application per property for 10 years post-2025.
2. **Legal Agreements:**
    - All reductions require a notarized settlement agreement approved by the City Attorney and executed by the City Manager and property owner.
3. **Homestead Payment Plan Option:**
    - Payment due within 30 business days of approval; otherwise, the lien reverts to the original amount.

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- 50% upfront payment followed by a payment plan for up to 24-months, of equal monthly installments.
- Homestead property owners may be eligible for income-based payment plans with additional lien forgiveness at the end of the 24-month period.
- Lien release only upon full payment clearance.

4. **Non-Homestead Payment Plan Option:**
    - 50% upfront payment followed by a payment plan for up to 18-months, of equal monthly installments.
    - Lien release only upon full payment clearance.

Conclusion

This updated Lien Reduction Policy provides a structured path to resolution for both low- and high-value code enforcement liens, ensuring consistent, equitable outcomes while promoting code compliance, property investment, and community revitalization in Lauderdale Lakes. The tiered approach strengthens code compliance, accelerates lien recovery, and fosters community improvement throughout the City of Lauderdale Lakes.

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CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No Contract Requirement: No

Title

RESOLUTION 2025-168 RATIFYING THE CITY'S FINANCIAL REPORT FOR PERIOD ENDING SEPTEMBER 30, 2025

Summary

The resolution ratifies the City's financial reports for the period ending September 30, 2025 in accordance with Sec.82-327 of the City of Lauderdale Lakes Code of Ordinances.

Staff Recommendation

Background:

The financial reports for September will include transactions for the twelve months of the fiscal year. An overview of Budget to Actual amounts will be presented for the General Fund and the Proprietary Funds.

Funding Source:

N/A

Fiscal Impact:

Sponsor Name/Department: Sharon Haynes, Financial Services Director, CPA, CPFO

Meeting Date: 12/9/2025

ATTACHMENTS:

	Description	Type
🗋	Resolution 2025-168 Ratifying September Financial Activity Reports	Resolution
🗋	Exhibit A - Financial Report	Exhibit
🗋	Narrative	Backup Material

RESOLUTION 2025-168

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, RATIFYING THE FINANCIAL SERVICES DEPARTMENT'S FILING OF FINANCIAL ACTIVITY REPORTS FOR THE MONTH OF SEPTEMBER (PERIOD 12) OF FISCAL YEAR 2025, AS PREPARED FOR THE PURPOSE OF FULFILLING THE REQUIREMENTS OF SEC.82-327 OF THE CITY OF LAUDERDALE LAKES CODE OF ORDINANCES, COPIES OF SUCH FINANCIAL REPORTS ARE ATTACHED HERETO AS **EXHIBIT A**; A COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes ("City") Commission has deemed it necessary that the City's affairs be conducted in an open and transparent manner;

WHEREAS, pursuant to Sec. 82-327, the Financial Services Department shall report the financial affairs of the City to the Mayor and City Commission on a monthly and year-to-date basis;

WHEREAS, Sec. 82-327 mandates as follows:

> The city shall provide for the ongoing generation and utilization of financial reports on all funds comparing budgeted revenue and expenditure information to actual on a monthly and year-to-date basis. The financial services department shall be responsible for issuing the monthly reports to departments, the mayor and city commission, and provide any information regarding any potentially adverse trends or conditions. These reports should be issued within 30 days after the close of each month. The annual external audit of the city shall be prepared and presented to the mayor and city commission within six and one-half months (195 days) of the close of each fiscal year and within six months (180 days) of the close of each subsequent financial year.

WHEREAS, the Acting City Manager, in compliance with Section 82-327, has adopted a policy of making such reports on a monthly basis through the Financial Services Department;

WHEREAS, the Department of Financial Services has provided the Financial Activity Report for September (Period 12) of Fiscal Year 2025, inclusive of an executive summary, as per the attached composite **Exhibit A;**

WHEREAS, the City's financial condition is positive, and there are no significant deficiencies noted;

WHEREAS, in compliance with Sec. 82-327, City Staff is seeking the City Commission's acceptance of the monthly Financial Activity Reports for the months of September (Period 12) and Fiscal Year 2025; and

WHEREAS, City Staff recommends the City Commission accept the filing of the Financial Activity Reports for the months of September 30th (Period 12) of Fiscal Year 2025.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. RATIFICATION: The City Commission hereby ratifies the Financial Services Department's filing of the Financial Activity Reports for the month of September (Period12) Fiscal Year 2025, as prepared in fulfillment of the requirements of Sec. 82-327 of the City of Lauderdale Lakes Code of Ordinances, in substantially the same form as attached hereto as composite **Exhibit A** and incorporated herein by reference.

SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk and other appropriate City Officials are hereby authorized to take any and all actions to effectuate the intent of this Resolution.

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD DECEMBER 09, 2025.

_____
VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____, CMC, Deputy City Clerk, for
VENICE HOWARD, MPA, MMC, FCRM
CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
Sidney C. Calloway, City Attorney

Sponsored by: Susan Gooding-Liburd, Interim Contractor of the Financial Services Department

VOTE:

Mayor Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Sharon Thomas	____ (For) ____ (Against) ____ (Other)
Commissioner Tycie Causwell	____ (For) ____ (Against) ____ (Other)
Commissioner Easton Harrison	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)

September 2025
FY 2025 Monthly Financial Activity Report
as of 09/30/2025
(100% of year elapsed)

General Fund Summary

	Budget	Year-to-Date	%
Revenue	$ 32,095,581	$ 32,464,156	101%
Expenditure	$ 35,276,199	$ 32,112,807	91%
Net Change in Fund Balance		**$ 351,349.00**	
Transfer In	$ 13,801,505.00		

General Fund Revenues

Revenue	Budget	Year-to-Date	%
Ad Valorem Tax Revenue	$ 13,282,098	$ 13,787,178	104%
Franchise Tax	$ 3,775,000	$ 4,549,646	121%
Utility Tax	$ 3,340,000	$ 3,243,460	97%
Sales and Use Taxes	$ 5,749,052	$ 6,079,270	106%
Services Revenues	$ 1,892,200	$ 2,006,956	106%
Permits/Licenses/Inspections	$ 896,000	$ 616,162	69%
Fines & Forfeitures	$ 501,500	$ 63,076	13%
- Court Settlements	$ 150,000	$ 404,250	270%
Misc Revenues	$ 2,509,731	$ 1,714,158	68%
Total Revenues	**$ 32,095,581**	**$ 32,464,156**	**101%**

General Fund Expenditures

Department	Budget	Year-to-Date	%
City Commission	$ 434,782	$ 333,174	77%
City Attorney	$ 618,135	$ 962,894	156%
City Clerk	$ 522,850	$ 492,245	94%
City Manager	$ 1,202,826	$ 1,074,143	89%
Financial Services	$ 2,070,970	$ 1,641,509	79%
General Administration	$ 3,835,137	$ 3,638,779	95%
Human Resources/Risk	$ 396,888	$ 435,372	110%
Development Services	$ 1,496,152	$ 1,000,523	67%
Public Works	$ 3,191,733	$ 2,699,251	85%
Parks and Human Services	$ 3,526,576	$ 3,068,138	87%
City Boards	$ 44,140	$ 22,448	51%
General Fund Debt	$ 1,242,970	$ 1,251,210	101%
BSO EMS	$ 4,433,400	$ 4,414,098	100%
BSO Police	$ 10,567,140	$ 10,370,561	98%
Revenue Loss	$ 1,692,500	$ 708,462	42%
Total Expenditures	**$ 35,276,199**	**$ 32,112,807**	**91%**

Other Financing Source (Uses)

Transfers In	13,801,505.00			
Transfers Out	10,620,887.00	$ (10,585,897)	$ 34,990.00	99.7%

Budget Amendment(s)

Fund Impacted	Amt of Change	Justification	Approved
001 & 117	$101,000	Ordinance 2025-001	1/28/2025
001 & 117	$101,000	Ordinance 2025-001	1/28/2025
001 & 112 & 113	$1,123,750	Ordinance 2025-007	5/13/2025

Use of Contingency Allocation - $188,964 (Adopted Amt)

Desciption of Use: Contingency

None

Current Balance Available $ 188,964

315 Capital	**Budget**	**Year-to-Date**
Revenues	$ 10,365,500	$ 10,365,500
Expenses	$ 10,365,500	$ 1,503,578
		$ 8,861,922
Reappropriated Fund Balance		

319 Surtax Transport.	**Budget**	**Year-to-Date**
Revenues	$ 1,458,663	$ 119,008
Expenses	$ 1,458,663	$ 119,008
Grant Income Budgeted		

111 Code Enforcement	**Budget**	
	$ 15,000.00	$ 15,000.00
	$ 15,000.00	12,675.00
		$ 2,325

Signatures

Sharon Haynes, CPA, CPFO — *11/13/25*

Financial Services Department Director — Date

I/We certify the information provided to be true and accurate to the best of my/our knowledge. Amounts subject to adjustment to GAAP/GASB guidelines.

Data does not include encumbrances.

I/We certify the information provided to be true and accurate to the best of my/our knowledge.

Other Major Funds

101 Fire Rescue Fund	**Budget**	**Year-to-Date**	%
Revenues	$ 7,448,085	$ 7,016,028	94%
Expenses	$ 7,448,085	$ 7,425,376	100%
Net Change in Fund Balance		**$ (409,348)**	

112 Alzheimer Care	**Budget**	**Year-to-Date**	%
Revenues	$ 766,075	$ 609,121	80%
Expenses	$ 766,075	$ 536,705	70%
Net Change in Fund Balance		**$ 72,416**	

109 CRA	**Budget**	**Year-to-Date**	%
Revenues	$ 5,689,316	$ 5,821,236	102%
Expenses	$ 5,689,316	$ 3,848,195	68%
Net Change in Fund Balance		**$ 1,973,041**	
Reappropriated Fund Balance	$ 12,610,024		

116 Gas Tax	**Budget**	**Year-to-Date**	%
Revenues	$ 823,352	$ 470,503	57%
Expenses	$ 823,352	$ 683,260	83%
Net Change in Fund Balance		**$ (212,757)**	

205 Debt Service	**Budget**	**Year-to-Date**	%
Revenues	$ 927,812	$ 963,632	104%
Expenses	$ 927,812	$ 647,225	70%
Net Change in Fund Balance		**$ 316,407**	

401 Stormwater	**Budget**	**Year-to-Date**	%
Revenues	$ 1,900,000	$ 2,685,255	141%
Expenses	$ 1,900,000	$ 2,989,071	157%
Net Change in Fund Balance		**$ (303,816)**	
Reappropriated Fund Balance	$ 4,032,500		
Grant Income Budgeted	$ 6,468,896		

403 Solid Waste	**Budget**	**Year-to-Date**	%
Revenues	$ 2,566,285	$ 1,536,013	60%
Expenses	$ 2,566,285	$ 2,218,736	86%
Net Change in Fund Balance		**$ (682,723)**	

405 Building Svcs	**Budget**	**Year-to-Date**	%
Revenues	$ 1,691,076	$ 1,114,081	66%
Expenses	$ 1,691,076	$ 1,413,045	84%
Net Change in Fund Balance		**$ (298,964)**	

Other Budgeted Funds

102 Grants	**Budget**	**Year-to-Date**	%
Revenues	$ 5,567,947	$ 714,878	13%
Expenses	$ 5,567,947	$ 836,929	15%
Net Change in Fund Balance		**$ (122,051)**	

103 Impact Fee Fund	**Budget**	**Year-to-Date**	%
Revenues	$ 200,000	$ -	0%
Expenses	$ 200,000	$ 58,787	29%
		$ (58,787)	

107/110 LETF/Arts	**Budget**	**Year-to-Date**	%
Revenues	$ 105,000	$ -	0%
Expenses	$ 105,000	$ 6,712	6%
		$ (6,712)	

113 CDBG Programs	**Budget**	**Year-to-Date**	%
Revenues	$ 501,261	$ 610,604	122%
Expenses	$ 501,261	$ 292,550	58%
		$ 318,054	

117 Hurr. Loss Mitigation	**Budget**	**Year-to-Date**	5%
Revenues	$ 250,000	$ 357,968	143%
Expenses	$ 250,000	$ 218,694	87%
		$ 139,274	100%

118 Housing Repair	**Budget**	**Year-to-Date**	98%
Revenues	$ 50,000	$ 50,000	
Expenses	$ 50,000	$ 49,057	
		$ 943	

SEPTEMBER 2025 FINANCIAL REPORT

FY 2025 General Fund Financial Summary Report
As of September, 2025 (100% of year elapsed)
Data as of: 11/26/2025

Note. The fiscal year budget was revised per Ordinance 2025-001 and 2025-007; increasing the overall budget by $1,224,750.

All Funds 100%

- **Revenues** The overall result of the city revenues and expenditures for the twelve-month period ending September 30th 2025 resulted in a net decrease of $680,312. This decrease resulted from less revenues coming in for some sources when compared to FY2024. The income from utility franchise fees were down $680,000, service revenues were down $313,000, fines and forfeitures decreased $192,000 and miscellaneous revenues $531,000.
- **Grants:** Income from grants received were also less than budgeted and less than amounts received and recognized in fiscal year 2024.
  Federal Grants received in 2025 were 2.2 million less than in 2024.

- **Expenditures.** The city experienced an increase in several areas when compared to 2024. Some expenditures were also higher than the amounts budgeted. Areas where cost were higher than 2024 are Recreation and Special events $318,000. Social Services, $86,000. Facility Maintenance $119,000. Legal Services $81,275. Police Services, $1.6 million and Emergency Services, $1.3 million. In addition, a building was purchased for little over $900,000.

General Fund Expenditure 100%:

The following departments expenditures are paid from the general fund, most were within budget.

- **Mayor & City Commission Office** expenditure for the year was 77% of the budget or $333,174. Expenses are less than the budget.
- **City Attorney** is above target at 156% of the budget or $962,894. The budget for the City Attorney includes a monthly retainage for municipal legal services and funding for general and special litigations that are directed by the Commission.

- **City Clerk's Office** is 94% of budget or $492,245. Expenses are less than budget.
- **City Manager Office** is 89% of budget or $1,074,143. Expenses are less than budget.
- **Financial Services Department** is 79%% of the budget or $1,641,509. Expenses are less than budget.

- **General Administration** is 95% of the budget or $3,638,779. Expenses are less than budget. The account is non-departmental and accounts for the City's utility services, tangible insurances, telephone services, and other citywide activities. *Although the total expenditures are less than budget- some expenses exceeded budget at this time. Electricity, Water and Sewer and Insurance amounts exceed the budgeted amounts.*

- **Human Resources & Risk Management** is 110% of budget or $435,372. Expenditures exceeded the budget. The significant contributor to the increase was for contractual services.

- **Development Services** is 67% of budget or $1,000,523. Expenses are less than budget primarily due to salaries and benefits within the department.
- **Public Works** is 85% of budget of the budget or $2,699,251. Expenses are less than budget.
- **Parks and Human Services** is 87% of budget or $3,068,138. Expenses are less than budget.
- **City Boards** are 51% of the budget or $22,448. Expenses are less than budget.
- **Gen. Fund Debt** is 101% of the budget or $1,251,210. The Debt Service payments are usually due in January and July. This category of expenditures also includes payments for the City's leased vehicles.

- **BSO EMS** is 100% of budget or $4,414,098
- **BSO Police** is 98% of budget or $10,370,961.

- **Revenue Loss** expenditures are $708,462. Expenses in this budget include the programs and projects approved per Resolution 2022-031,

establishing funding under the US Treasury final ruling. City staff provides a quarterly status update during the City Commission Workshops. Projects include Human Services Assistance Programs, Teen Center programs, Commercial Improvement programs, and a Restaurant Assistance program.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes Contract Requirement: No

Title

RESOLUTION 2025-169 APPROVING AND AUTHORIZING EXPENDITURE OF CITY FUNDS IN AN AMOUNT NOT TO EXCEED FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) TO SUPPORT THE LAUDERDALE LAKES CHAMBER OF COMMERCE'S INITIATIVE ENTITLED "SHOP LAUDERDALE LAKES: LOCAL SPENDING, LOCAL PROSPERITY"

Summary

This resolution authorizes the funding of a new initiative spearheaded by the Lauderdale Lakes Chamber of Commerce. The Shop Lauderdale Lakes: Local Spending, Local Prosperity is a campaign designed to encourage residents to support local businesses, build community pride and drive economic growth in the city of Lauderdale Lakes.

Staff Recommendation

Background:

Established in July 2025, the Lauderdale Lakes Chamber of Commerce was founded by a nine-member board of directors composed of local business owners. This founding board was instrumental in drafting the chamber's foundational bylaws and crafting the strategic roadmap to guide its successful launch and long-term sustainability.

Summary of Program:

The "Shop Lauderdale Lakes" initiative is designed to boost revenue for local businesses, highlight the value of shopping within the community, and expand membership in the Lauderdale Lakes Chamber of Commerce. **Promotional Strategy:** A city-wide rollout of branded materials will reinforce the campaign's message and the Chamber's mission of *Growing Business, Strengthening Community*. Promotional assets include:

- Eye-catching signage across the city
- Flyers, posters, and decals for local distribution
- Feather flags and yard signs for high-visibility areas
- Digital outreach through social media and online platforms

Target Audience:

- Over 13,000 households in Lauderdale Lakes
- The city's dynamic and diverse business community

Interactive Feature: A central element of the campaign is the integration of QR codes on all printed materials. These codes will direct users to a dedicated "Shop Lauderdale Lakes" landing page hosted on the Chamber's website, offering easy access to business listings, promotions, and membership opportunities.
Budget breakdown:

Promotional Item	Cost
10 Corrugated Signs (4x6)	$672.54
10 Wooden Frames (for 4x6 signage)	$1,500.00
30 Yard Signs (18x24, double-sided)	$247.04
10 Feather Flags (medium, with pole/spike)	$1,070.00
15,000 Flyers (4x6, distributed to all 13,032 households)	$612.00
500 Posters (12x18)	$266.25
1,000 Business Decals	$757.50

Promotional Item	Cost
Total Sponsorship Requested	**$5,125.33**

Funding Source:
Aid to Private Organizations
Fiscal Impact:
FY2026 - $5,000
Sponsor Name/Department: Vielka Buchanan, Economic Development Manager
Meeting Date: 12/9/2025

ATTACHMENTS:

	Description	Type
🗋	Resolution 2025-169 Approving City Support for Chamber of Commerce	Resolution
🗋	Exhibit A - Sponsorship request	Exhibit

RESOLUTION 2025-169

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; APPROVING AND AUTHORIZING EXPENDITURE OF CITY FUNDS IN AN AMOUNT NOT TO EXCEED FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) TO SUPPORT THE LAUDERDALE LAKES CHAMBER OF COMMERCE'S INITIATIVE ENTITLED "SHOP LAUDERDALE LAKES: LOCAL SPENDING, LOCAL PROSPERITY;" A COPY OF THE CHAMBER OF COMMERCE SPONSORSHIP REQUEST IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF WHICH IS AVAILABLE FOR INSPECTION IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes ("City") supports local initiatives that promote economic development, community engagement, and support for City residents and local businesses;

WHEREAS, the Lauderdale Lakes Chamber of Commerce ("Chamber") was established in July 2025 by a committee of nine local business owners to serve as a strategic partner in fostering economic growth and business development, providing for the foundational bylaws of the Chamber and designing the strategic roadmap to launch and maintain the Chamber;

WHEREAS, the Chamber has launched a new initiative entitled "Shop Lauderdale Lakes: Local Spending, Local Prosperity" ("Initiative");

WHEREAS, the Initiative is a campaign designed to encourage City residents to support local businesses, build community pride, thus enhancing and promoting the economic growth in the City;

WHEREAS, the Initiative is designed to boost revenue for local businesses, highlight the value of shopping within the community, and expand membership in the Chamber;

WHEREAS, the Initiative includes city-wide distribution of promotional assets such as eye-catching signage across the City, flyers, posters, and decals for local distribution, feather flags and yard signs for high-visibility areas, and digital outreach through social media and online platforms;

WHEREAS, the Initiative targets more than 13,000 households in the City, as well as the City's dynamic and diverse business community;

WHEREAS, a central element of the Initiative is the integration of QR codes on all printed materials and such codes will directed to a dedicated Initiative landing page hosted on the Chamber's website, offering easy access to business listings, promotions, and membership opportunities;

WHEREAS, the budget breakdown includes 10 corrugated signs, 10 wooden frames, 30 yard signs, 10 feather flags, 15,000 flyers, 500 posts, and 1,000 business decals;

WHEREAS, the Chambers total requested funding for promotional items and sponsorship from the City is Five Thousand One Hundred Twenty-Five and 33/100 Dollars ($5,125.33), as detailed in the promotional budget breakdown section of the Sponsorship Request, attached hereto as **Exhibit A**;

WHEREAS, the funding source will be from the Aid to Private Organizations, Account 0010700-8210; and

WHEREAS, the fiscal impact for fiscal year 2026 will be in the amount of Five Thousand and No/100 Dollars ($5,000.00).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. AUTHORITY: The City Commission hereby authorizes and approves the expenditure of Five Thousand and No/100 Dollars ($5,000.00) from the Aid to Private Organizations Account for the purposes of providing the requested funds to support the Lauderdale Lakes Chamber of Commerce Initiative entitled “Shop Lauderdale Lakes: Local Spending, Local Prosperity”, which the City Commission further finds to be in the best interest of the public welfare of the citizens and businesses of the City of Lauderdale Lakes.

SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk and other appropriate City Officials are hereby authorized to take any and all actions necessary to effectuate the intent of this Resolution.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD DECEMBER 9, 2025.

_____
VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

_____, CMC, Deputy City Clerk, for
VENICE HOWARD, MPA, MMC, FCRM
CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

_____
SIDNEY C. CALLOWAY, CITY ATTORNEY

Sponsored by: Vielka Buchanan, Economic Development Manager

VOTE:

Mayor Veronica Edwards Phillips	____ (For) ____ (Against) ____ (Other)
Vice-Mayor Sharon Thomas	____ (For) ____ (Against) ____ (Other)
Commissioner Tycie Causwell	____ (For) ____ (Against) ____ (Other)
Commissioner Easton Harrison	____ (For) ____ (Against) ____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For) ____ (Against) ____ (Other)

Mayor Veronica Edwards Phillips
Vice Mayor & Commissioners
City of Lauderdale Lakes

Re: Sponsorship Request – ***Shop Lauderdale Lakes: Local Spending, Local Prosperity***

Dear Madam Mayor, Vice Mayor, and Commissioners,

On behalf of the Lauderdale Lakes Chamber of Commerce, I wish to thank you for your continued commitment to strengthening our business community and empowering local residents.

We are excited to launch a year-round initiative entitled ***Shop Lauderdale Lakes: Local Spending, Local Prosperity***. This campaign will encourage residents to support our local businesses, build community pride, and drive economic growth right here in the City of Lauderdale Lakes.

About the Campaign

- Objectives: Increase sales for local businesses, raise awareness about the benefits of shopping local, and grow Chamber membership.
- Audience: 13,000+ Lauderdale Lakes households and the city's vibrant business community.
- Promotion Tools: City-wide signage, flyers, posters, decals, feather flags, yard signs, and digital promotion — all branded under the campaign slogan and the Chamber's vision of *Growing Business, Strengthening Community*.
- Measurement: Success will be tracked by increased foot traffic, coupon redemptions, Chamber membership growth, and social media reach.

QR Code & Website Integration

A core feature of this campaign will be the use of QR codes prominently displayed on flyers, posters, and signage.

- For Shoppers: When residents scan the QR code, they will be taken to a dedicated **Shop Lauderdale Lakes** webpage hosted on the Chamber's website. This page will feature:

- A searchable business directory categorized by product and service (restaurants, salons, retail, professional services, etc.).
- Coupons and special offers provided by participating Chamber businesses.
- Community updates on campaign events, business spotlights, and promotions.
- A quick survey tool to capture shopper feedback and track participation.

Specific Community Benefits

Residents

- Gain easy access to local goods and services through the online business directory.
- Enjoy exclusive discounts and coupons from Chamber-member businesses.
- Support their neighbors by keeping money circulating within the community.
- Become more engaged with Chamber and City initiatives through events and promotions.

Businesses

- Receive city-wide exposure through flyers, posters, signs, decals, and online promotion.
- Attract new customers through coupon redemptions and directory searches.
- Strengthen credibility with the Chamber's official *Shop Lauderdale Lakes* branding.
- Benefit from Chamber-led marketing, social media spotlights, and city partnerships.

City of Lauderdale Lakes

- Demonstrates leadership in economic development and community support.
- Enhances Lauderdale Lakes' identity as a city that champions small businesses and entrepreneurship.
- Increases local tax revenue by driving sales and keeping spending within city limits.
- Promotes civic pride and unity with the slogan: *Local Spending, Local Prosperity*.

Conclusion

With your support, the *Shop Lauderdale Lakes* campaign will send a powerful message: that our City believes in investing in its businesses, residents, and future prosperity. The partnership between the City and the Chamber will ensure that every Lauderdale Lakes household, every local shopper, and every member business feels the benefit of this initiative.

Budget

To make this campaign a success and ensure every household and business in Lauderdale Lakes is reached, we respectfully request the City's sponsorship of the campaign's promotional budget:

Promotional Item	Cost
10 Corrugated Signs (4x6)	$672.54
10 Wooden Frames (for 4x6 signage)	$1,500.00
30 Yard Signs (18x24, double-sided)	$247.04
10 Feather Flags (medium, with pole/spike)	$1,070.00
15,000 Flyers (4x6, distributed to all 13,032 households)	$612.00
500 Posters (12x18)	$266.25
1,000 Business Decals	$757.50
Total Sponsorship Requested	**$5,125.33**

Shop Lauderdale Lakes Distribution Strategy

Slogan: *Local Spending, Local Prosperity*



This is not the actual sign but a rendition of a visual representation. Actual signs will be on corrugated sheets

1. Corrugated Signs (10 @ 4x6 ft + 10 Wooden Frames)

Purpose: City-wide visibility; long-term, durable, big impact.
Placement Strategy:

- **High-Traffic Roads/Intersections (10 signs):**
    - Oakland Park Blvd & State Rd 7 (north/southbound)
    - Oakland Park Blvd & NW 31 Ave
    - State Rd 7 & north of 44th Street

- State Rd 7 & NW 36th St
- 441 corridor at city entrance points

- **Community Hotspots (6 signs):**
  - Lauderdale Lakes Educational & Cultural Center
  - Vincent Torres Memorial Park
  - Willie L. Webb Sr. Park
  - Near Walmart Supercenter
  - Lauderdale Lakes Library/Educational Center
  - City Hall front lawn

2. Yard Signs (30 @ 18x24 double-sided)

Purpose: Neighborhood & community-level reinforcement.
Placement Strategy:

- **Residential Gate Entrances (10 signs):** Oakland Villas, Bella Vista, Cypress Chase, Somerset, and other large HOA/condo entrances.
- **Churches & Faith Centers (5 signs):** Ask pastors to host near entrances/parking.
- **Schools/Community Centers (5 signs):** Middle schools, Lauderdale Lakes Middle, Boyd Anderson High, etc.
- **Business Storefronts (10 signs):** Chamber member businesses near plazas and busy foot traffic areas.

3. Feather Flags (10 medium)

Purpose: Eye-catching at businesses, events, and city gateways.
Placement Strategy:

- **Permanent Chamber Member Businesses (6 flags):** Grocery stores, restaurants, and retail members with high daily foot traffic.
- **Rotating/Event Placement (2 flags):** Used at Chamber breakfasts, fairs, and city-sponsored events.
- **City Entrances (2 flags):** At main east/west & north/south entry points to Lauderdale Lakes.

4. Flyers (15,000 for all 13,032 households)

Purpose: Direct resident outreach — *household penetration = campaign visibility*.
Distribution Strategy:

- **Direct Mail (13,032 flyers):** Ensure *every household* receives one.
- **Business Countertops (1,000 flyers):** Chamber members distribute to customers.
- **Community Spaces (968 flyers):** Schools, City Hall, library, senior centers, parks.

5. Posters (500 @ 12x18)

Purpose: Repeat exposure in community spaces.
Placement Strategy:

- **City Facilities (100 posters):** City Hall, library, community centers, bus stops.
- **Chamber Member Businesses (250 posters):** Especially restaurants, barbershops, salons, and grocery stores.
- **Faith & Community Groups (100 posters):** Churches, cultural associations.
- **Schools (50 posters):** Middle/high schools, adult ed centers.

6. Business Decals (1,000)

Purpose: Visibility at the *point of commerce*.
Distribution Strategy:

- **First Priority:** Every Chamber member business (mandatory for participation).

7. Digital & Social Reinforcement

- **QR Codes on Signs/Flyers/Posters:** Each code links to Chamber's "Shop Lauderdale Lakes" business directory + coupon hub.
- **Weekly Spotlights:** Chamber social channels highlight 1–2 member businesses.
- **Hashtag:** #ShopLauderdaleLakes