

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT (“Agreement”) is being made and entered into on this _____ day of _____, 2024, by and between the CITY OF FORT LAUDERDALE, a municipal corporation, (hereinafter referred to as “CITY”) and WAYPOINT CONTRACTING INC, a Florida corporation, located at 2470 NW 102nd Place, Suite 203, Doral, Florida, 33172, (hereinafter referred to as “CONTRACTOR”).

RECITALS

- A. CITY issued RFP Invitation To Bid (ITB) 12523-113 to construct a temporary fire station and a surface parking lot (“the Project”).
- B. CONTRACTOR was awarded the Agreement and is scheduled to complete the Project in January 2024.
- C. CITY desires to utilize the parking lot portion that has been substantially completed while the temporary fire station is being completed.
- D. CONTRACTOR installed a permanent fence that restricts access between the temporary fire station and the parking lot.
- E. CONTRACTOR seeks protection against any personal liability, claim, action, suit, loss, or damage that may result from the CITY’s use of the parking lot prior to Project completion.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the adequacy and receipt of which are hereby acknowledged, the Parties hereto agree as follows:

- 1. **Recitals.** The foregoing WHEREAS clauses are true and correct and are incorporated herein by reference.
- 2. **Use of Surface Parking Lot by CITY.**
 - 2.1. CONTRACTOR agrees that CITY may use the Property described in Exhibit “A” which is attached hereto and incorporated in this Agreement for the purpose of operating public parking.
 - 2.2. CITY accepts the ownership of the surface parking lot and CONTRACTOR commits to completing the parking lot punch list items on or before the final completion of the temporary fire station.
 - 2.3. CITY accepts responsibility for the operation and maintenance associated with the use of the parking lot for public parking operations. CITY shall provide

adequate and reasonable accommodations for public parking including, but not limited to, ingress and egress plans, staffing, lighting, pedestrian paths, waste removal, and custodial services to ensure public health and well-being. CITY accepts responsibility for keeping the surface parking lot portion free of rubbish and other hazards, and for maintaining it in a neat and clean condition during use.

- 2.4. CITY agrees to hold harmless the CONTRACTOR and its officers, officials, agents, volunteers, and employees from any and all claims for losses of property by theft or otherwise, and for any damage to property, or injury to or death of any person, occurring on, within or about the Property as described in Exhibit A, caused by or resulting from, directly or indirectly, CITY's carelessness, negligence, conduct, acts, or omissions to act, including those of any of its employees, agents, guests and licensees. The City does not agree to waive its sovereign immunity or limits thereof pursuant to Section 768.28, Florida Statutes.
- 2.5. The term of this Agreement is effective as of the execution date and shall continue up to and including the date that the Project receives a Final Completion, and the CITY retains control of the entire property including the temporary fire station and surface parking lot.
- 2.6. CITY shall not interfere with the remaining developmental needs of the property or materially impact the CONTRACTOR's obligations as committed in the Construction Agreement between the CITY and CONTRACTOR as of February 28, 2023.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY BLANK]

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first above written.

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: _____
GREG CHAVARRIA
City Manager

Approved as to Legal Form and Correctness:
Thomas J. Ansbro, City Attorney

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

WITNESSES:

WAYPOINT CONTRACTING INC

Signature

By: _____
Jorge L. Lopez, President

Print Name

(CORPORATE SEAL)

Signature

Print Name

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 202____, by Jorge L. Lopez as President of Waypoint Contracting Inc, a Florida corporation.

(Signature of Notary Public – State of Florida)

Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT A SURFACE PARKING LOT PORTION

The Hold Harmless Agreement is for the area outside of the permanent fence line as illustrated below:

