

**INTERIM AGREEMENT**

**CITY OF FORT LAUDERDALE, FLORIDA,**

a Florida municipal corporation

**AND**

**HOLIDAY PARK PARKING PARTNERS LLC,**

a Delaware limited liability company

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## INTERIM AGREEMENT

This Interim Agreement (this “**Agreement**”) is made and entered into as of \_\_\_\_\_, \_\_, 2026 (the “**Effective Date**”) by and between the CITY OF FORT LAUDERDALE, FLORIDA, a Florida municipal corporation (the “**City**”), and HOLIDAY PARK PARKING PARTNERS LLC, a Delaware limited liability company (the “**Developer**”) (together, the “**Parties**” and each a “**Party**”).

### WITNESSETH:

**WHEREAS**, the City owns certain real property located in Fort Lauderdale, Broward County, Florida as more particularly described on Schedule 1 attached hereto (the “**Project Site**”), which is a portion of Holiday Park in Fort Lauderdale, Florida, upon which the City desires to undertake a phased public-private project consisting of (a) surface parking improvements and related sitework, including, but not limited to, clearing, grading, underground and surface utility work, paving, striping, signage, lighting, landscaping, hardscaping, and other ancillary improvements necessary or incidental thereto (“**Phase I**”) and (b) the pre-development, development and construction of a multi-level municipal parking garage with an embedded Fire Rescue/EMS substation and rooftop vertiport/eVTOL terminal infrastructure and related improvements (“**Vertiport Infrastructure**”), including, but not limited to, the Pre-Development Work (as defined below), procurement of trade contractors and suppliers, fabrication, building pad preparation, foundations, structural erection, utility installation, vertical and horizontal circulation elements, life-safety infrastructure, EV charging infrastructure, smart parking infrastructure, bicycle infrastructure, access and circulation improvements, public art, landscaping, and other construction-related or installation-related work necessary or incidental thereto (“**Phase II**,” and together with Phase I, the “**Project**”);

**WHEREAS**, the City received a proposal pursuant to Section 255.065, Florida, Statutes, from Developer’s development team for the design, development, construction, delivery, financing with respect to the Vertiport Infrastructure and, if desired by the City, operation and/or maintenance of the Project (as supplemented from time to time, the “**Developer Proposal**”);

**WHEREAS**, after the competitive bidding process authorized under Section 255.065, Florida Statutes, and applicable City requirements, the City selected the Developer Proposal;

**WHEREAS**, Developer’s development team includes CORE Construction Services of Florida, LLC (“**CORE Construction**”), Clarence Capital Partners and Parking Advisors, Stiles Construction, Justin Architects, CES Consultants, VertiPorts by Atlantic Aviation (“**Atlantic Aviation**”), and AECOM (collectively with Developer, the “**Project Team**”);

**WHEREAS**, CORE Construction will serve as the Project Team’s lead coordinator and authorized representative for the Project and as the primary interface and point of contact with the City for Project-related communications, meetings, deliverables, and coordination matters;

**WHEREAS**, the Parties desire for Phase I to be performed under the Surface Parking Construction Agreement that is to be incorporated in this Agreement and for the Pre-Development Work for Phase II to proceed under this Agreement in parallel with Phase I;

**WHEREAS**, in accordance with Section 255.065(6), Florida Statutes, a responsible public entity is authorized to enter into an interim agreement with a private entity proposing the development or operation of a qualifying project, before or in connection with the negotiation of a comprehensive agreement, for purposes of authorizing the private entity to commence activities for which it can be compensated related to the proposed qualifying project, including but not limited to, project planning and development, design, environmental analysis and mitigation, survey, obtaining leasing commitments, and other activities

concerning any part of the proposed qualifying project, and ascertaining the availability of financing for the proposed facility or facilities, as well as purposes related to an aspect of the development or operation of a qualifying project that the responsible public entity and the private entity deem appropriate;

**WHEREAS**, the Project constitutes a qualifying project pursuant to Section 255.065, Florida Statutes, as the Project is a public facility or infrastructure that will be used by the public at large or in support of an accepted public purpose or activity;

**WHEREAS**, the City desires to evaluate the financing structures available for Phase II and to retain the sole discretion to determine whether and how to finance Phase II, while Atlantic Aviation or, in the City's sole discretion, another approved vertiport counterparty will be responsible for financing the Vertiport Infrastructure;

**WHEREAS**, the City and Developer have negotiated and desire to enter into this Agreement to establish the framework for the Parties to: (a) perform Phase I under the Surface Parking Construction Agreement; (b) further develop the details of Phase II; (c) perform the Pre-Development Work for Phase II; (d) establish fixed-price or guaranteed-maximum-price parameters for Phase II; (e) evaluate the Vertiport Infrastructure and related regulatory, financing and operational requirements; and (f) establish the parameters for the negotiation, and the City Commission review and approval, of a comprehensive agreement between the City and Developer for Phase II (the "**Comprehensive Agreement**");

**WHEREAS**, the Parties desire to enter into this Agreement for the limited purposes of performing Phase I pursuant to the Surface Parking Construction Agreement, evaluating the feasibility, structure, and terms of a potential Comprehensive Agreement for Phase II, and negotiating such Comprehensive Agreement, without obligating the City to proceed with Phase II or to execute a Comprehensive Agreement; and

**WHEREAS**, Developer desires to perform the obligations set forth in this Agreement and in the Surface Parking Construction Agreement.

**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 City and Developer agree as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

**Section 2. Definitions.** Capitalized terms shall have the meanings set forth in Exhibit A. Other definitions appear throughout the Agreement.

**Section 3. The Agreement.**

3.1 This Agreement establishes the terms and conditions for (a) the performance of Phase I pursuant to the Surface Parking Construction Agreement, and (b) the Parties' continued evaluation of Phase II and development and negotiation of the Comprehensive Agreement for Phase II as contemplated in the Developer Proposal. The City hereby engages Developer to perform the Pre-Development Work for Phase II as set forth in this Agreement, and Developer hereby accepts such engagement subject to the terms and conditions of this Agreement. The Parties agree that the Pre-Development Work to be performed by Developer will be carried out to the level of detail so that it will allow Developer to propose a fixed-price or guaranteed-maximum-price design-build package for Phase II, subject to feasibility assessments made as part of the Pre-Development Work.

3.2 This Agreement incorporates this document, and the following appendices incorporated by reference:

- (a) Exhibit A, Definitions;
- (b) Exhibit B, Phase II Target Budget, Space Program and Conceptual Plans;
- (c) Exhibit C, Phase II Pre-Development Schedule;
- (d) Exhibit D, Pre-Development Budget of Allowable Pre-Development Expenses for Phase II;
- (e) Exhibit E, Progress Payment Schedule for Phase II;
- (f) Exhibit F, Key Personnel;
- (g) Exhibit G, Preliminary Development Timeline for Phase II;
- (h) Exhibit H, Environmental Site Information and Any Approved Remediation Scope;
- (i) Exhibit I, Insurance Requirements;
- (j) Exhibit J, Small, Local, and Disadvantaged Business Participation Plan;
- (k) Exhibit K, Form of Anti-Human Trafficking Affidavit;
- (l) Exhibit L, Surface Parking Construction Agreement;
- (m) Exhibit M, Parking-Assets and Phased-Scope Description; and
- (n) Exhibit N, Vertiport Requirement Matrix and Responsibility Allocation.

3.3 The executed Surface Parking Construction Agreement shall be substantially in the form attached as Exhibit L, which the parties shall execute on or before July 31, 2026. The Surface Parking Construction Agreement will establish the definitive terms for Phase I, including the applicable fixed-price or guaranteed-maximum-price structure for the Surface Parking Lot Work (including any compensation for the Project Team members performing the Surface Parking Lot Work), scope, schedule, payment, insurance, indemnification, bonding, change-order, acceptance and termination provisions. In the event of a conflict between this Agreement and the Surface Parking Construction Agreement concerning Phase I, the Surface Parking Construction Agreement shall control. Developer shall not be entitled to a development fee or other compensation for Phase I outside the compensation expressly included in the Surface Parking Construction Agreement. At City's discretion, the Surface Parking Construction Agreement provisions that concern Phase I may be considered an interim agreement under Section 255.065(6), Florida Statutes.

**Section 4. Effective Date.** The effective date of this Agreement (the “**Effective Date**”) shall be the date of full execution and delivery of this Agreement by the City and Developer following approval by the City Commission.

## **Section 5. Term.**

5.1 The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall expire on the earlier of (a) the date that is twenty-four (24) months after the Effective Date; or (b) the execution and delivery of the Comprehensive Agreement by the City and Developer, unless otherwise extended or earlier terminated as provided in this Agreement.

5.2 In the event the Comprehensive Agreement has not been executed and delivered prior to the expiration of the Term, the Term may be extended by the written consent of both Parties for up to two (2) additional six (6)-month periods, not exceeding a cumulative total of thirty-six (36) months, inclusive of the initial twenty-four (24)-month Term. A Party requesting a Term extension shall do so by delivering written notice of that extension request (an “**Extension Request**”) to the other Party no later than thirty (30) calendar days prior to expiration of the then-current Term. The non-requesting Party must respond in writing to an Extension Request within fifteen (15) calendar days after receiving the Extension Request. If the non-requesting Party withholds its consent to an Extension Request or fails to respond within such fifteen (15)-day period, the Term will not be extended pursuant to that Extension Request.

5.3 Notwithstanding the foregoing, to the extent Developer has executed a counterpart of the Comprehensive Agreement during the Term in a form and substance approved by the City Attorney and the City Manager, the Term shall automatically be extended for a further period, not to exceed ninety (90) days, for the City Commission to determine whether to approve the Comprehensive Agreement.

**Section 6. Developer Responsibilities.** Developer is the single party contracting with the City under this Agreement and the Surface Parking Construction Agreement. Developer shall be wholly responsible to the City for the performance of its obligations and for the acts and omissions of the Project Team members engaged by or through Developer under this Agreement and the Surface Parking Construction Agreement, and assumes any and all liabilities allocated expressly to Developer and/or any of the Project Team members, notwithstanding the allocation of particular responsibilities among members of the Project Team. Notwithstanding the previous sentence or anything else to the contrary in this Agreement, Developer shall not be responsible for those portions of the Vertiport Infrastructure that are expressly allocated to Atlantic Aviation in this Agreement. Any obligations not expressly assigned in writing to Atlantic Aviation with respect to the Vertiport Infrastructure shall remain the obligation of Developer; provided, however, that Developer may direct the appropriate members of the Project Team to carry out any obligations necessary to support, design, development, implement, finance and construct the Vertiport Infrastructure. CORE Construction shall serve as the Project Team’s lead coordinator and authorized representative (the “**Authorized Representative**”) and shall be the primary point of contact with the City for Project-related communications, meetings, deliverables and coordination matters. The designation of the Authorized Representative shall not limit Developer’s responsibility or liability to the City.

**Section 7. City Responsibilities.** During the Term, the City shall establish and communicate to Developer the goals and objectives for the Project and shall work collaboratively with Developer in the design, review, and approval process for each of the Project components to ensure that the Project meets the City’s stated goals and objectives. The City has furnished to Developer the existing plans, specifications and other design documents for Phase I in the City’s possession (the “**City Phase I Plans**”), together with other existing site information reasonably requested by Developer. For the avoidance of doubt, all final decision making authority with respect to public approvals, Project scope, design, development, construction, budget, financing, operation, maintenance and use of the Project shall rest with the City in its sole discretion, including whether to proceed with the Vertiport Infrastructure. Developer’s obligations with respect to the City Phase I Plans shall be limited to implementation, performance and construction of the Surface Parking Lot Work in accordance with the City Phase I Plans as set forth in the Surface Parking Construction Agreement. Notwithstanding the foregoing, this Agreement shall not impose any obligation

upon the City in its regulatory capacity and any approvals provided by the City in accordance with this Agreement shall be in the City's proprietary capacity only. Without limiting the terms of Section 42, the City (a) will cooperate in good faith with the Developer in connection with any application by Developer for Project-related governmental approvals, and (b) take any reasonable action upon Developer's request to obtain a Project-related governmental approval; provided, however, Developer shall not be authorized to encumber or subordinate the fee interest of the City.

The Parties acknowledge and agree that (i) the Project Site is subject to that certain Lease Agreement dated as of February 1, 2018, by and between the City, as lessor, and the Performing Arts Center Authority, as lessee, as amended (the "**PACA Lease**"), and (ii) the PACA Lease encumbers the property known as the Parker Playhouse/Theater Center, located at 707 N.E. 8<sup>th</sup> Street, Fort Lauderdale, FL (the "**Parker Theater**"), and (iii) the PACA Lease provides that the leased premises include the exclusive use of the property directly east of and contiguous to the leased premises, referred to as the parking lot, for patron parking for 600 cars during all events at the Parker Theater. The Parties acknowledge the importance of coordinating alternative parking arrangements for the Parker Theater during the performance of Phase I and Phase II.

The Parties acknowledge that Phase I is being structured, in part, to provide alternative parking for the Parker Theater during construction of Phase II. The Parties shall work with the lessee under the PACA Lease and take commercially reasonable steps to coordinate adequate alternative parking during Phase I and Phase II. Developer shall reasonably assist the City with the implementation of such arrangements as requested; provided that Developer shall not be required to procure land for alternative parking or incur out-of-pocket costs unless such costs are reimbursable as Allowable Pre-Development Expenses or such costs are expressly included or addressed in the Surface Parking Construction Agreement.

**Section 8. Independent Contractor.** Developer is an independent contractor retained by the City to perform the Pre-Development Work. Developer is not authorized to act as an agent for or to undertake, direct or modify any contracts on behalf of the City. Developer does not have any authority to bind the City to any contract with third parties. Developer's obligations with respect to Phase I are further governed by the Surface Parking Construction Agreement.

**Section 9. Pre-Development Work.**

9.1 In furtherance of Phase II, Developer shall, during the Term, and subject to the City's approvals as required herein, undertake, and proceed diligently to perform to completion, the tasks identified as pre-development work set forth in Exhibit C (the "**Pre-Development Work**"). The Pre-Development Work is a component of Phase II, is separate from Phase I and the Surface Parking Lot Work, and is intended to support the evaluation of Phase II and negotiation of a Comprehensive Agreement for Phase II on a fixed-price or guaranteed-maximum-price design-build basis. The Pre-Development Work shall not include physical construction of Phase II improvements, except for limited investigative, testing or enabling work expressly approved by the City in writing. Developer shall be solely responsible for the procurement, purchase, or contracting necessary for the delivery and the City's Acceptance of the Pre-Development Work in accordance with this Agreement.

9.2 All of the services performed by Developer under this Agreement shall be performed in accordance with Good Industry Practice and in accordance with Applicable Laws. The reports, studies, drawings and specifications, electronic models and other products and Submittals prepared by Developer under this Agreement must be consistent with Good Industry Practice and conform to the requirements of Exhibit C. No Submittal shall be construed as guaranteeing Project performance or outcomes. No Submittal shall be deemed completed until Accepted by the City in accordance with the terms of this Agreement.

9.3 The Parties agree to cooperate with each other, and to exercise commercially reasonable efforts to cause their respective employees, contractors, and consultants to cooperate with each other in connection with the Project. The Parties shall coordinate their respective activities to minimize disruption and avoid material interference with each other's activities.

9.4 The City may, at any time, request changes in the scope of services provided by Developer under this Agreement or in the scope or requirements of the Project, including the incorporation of legal requirements in connection with Project funding sources. Such requested changes shall be made by written notice to Developer, and the Parties shall negotiate such changes in good faith, including appropriate adjustments to the Pre-Development Budget and Pre-Development Schedule. Any agreed-upon change shall be memorialized in a written amendment to this Agreement. If the Parties are unable to reach agreement on a requested change, such failure to agree shall not constitute a Developer Default or a City Default (as such terms are defined below), and the Agreement shall remain in full force and effect in accordance with its existing terms unless otherwise agreed in writing by the Parties. Notwithstanding the foregoing, the Parties acknowledge that any changes to the scope of the Pre-Development Work during the Term shall be subject to the City Manager's prior written approval; provided, however, the City Manager may, in his/her discretion, request approval from the City Commission for any such requested changes, and any changes that increase the cost to the City of the Pre-Development Work shall require approval from the City Commission. Subject to City's right to Termination for Convenience, no failure to agree on a change in the scope of services shall be grounds for termination of this Agreement.

9.5 The Pre-Development Work shall include, as applicable, diligence for Phase II; conceptual design, schematic design, design development, construction documents and pricing for Phase II; project phasing and schedule development for Phase II; permitting and entitlement strategy for Phase II; procurement strategy for Phase II; support for the City's evaluation of financing structures for Phase II; coordination with the proposed design-builder, parking operator and vertiport counterparties for Phase II; preparation of a matrix of requirements for the Vertiport Infrastructure and the path to satisfying them; preparation of a proposed fixed-price or guaranteed-maximum-price delivery package for Phase II; and negotiation of the definitive Phase II project documents.

9.6 As part of the Pre-Development Work, Developer shall cause Atlantic Aviation to prepare and submit plans addressing the design, engineering, permitting, entitlement, Federal Aviation Administration ("FAA") and other regulatory requirements, structural and waterproofing requirements, utilities, fire/life-safety, access and emergency access, operational interfaces, financing and revenue sharing, all structural and design integration requirements, and all other matters necessary to integrate the rooftop vertiport/eVTOL terminal infrastructure into Phase II (the "**Vertiport Plans**"). The Vertiport Plans shall include Atlantic Aviation's proposed financing and revenue-sharing plans. The City shall not fund, reimburse, contribute to or otherwise bear costs of implementing, developing, constructing, financing, operating or maintaining the Vertiport Infrastructure. Atlantic Aviation, with the support and cooperation of Developer and CORE, shall use best efforts to obtain all required federal, state and local approvals and demonstrate operational feasibility (collectively, the "**Regulatory Approvals**"). Developer shall cause Atlantic Aviation to deliver the Vertiport Plans to the City for its review on a date mutually agreed upon by the City and Developer, provided that the Vertiport Plans must be delivered to the City during the Term of this Agreement. The City shall have ninety (90) days after receipt of complete Vertiport Plans to approve the Vertiport Plans, request modified or alternative plans, or remove the vertiport components from Phase II, in each case in the City's sole discretion; provided, however, the City Manager may, in her/his discretion, refer the Vertiport Plans to the City Commission for approval, in which case the ninety (90)-day period shall be extended by the number of days required to obtain City Commission review and action, and Section 11.6 shall apply to any such referral. If the City approves the Vertiport Plans, the Parties shall negotiate in good faith the applicable lease, management agreement or other documentation, which must be compatible with the City's intended tax-exempt financing, and an agreement governing Atlantic Aviation responsibility

to complete, operate and maintain the Vertiport Infrastructure. Upon request by the City, Atlantic Aviation shall provide the City with any documentation or financial information reasonably requested by the City to demonstrate Atlantic Aviation's ability to complete the Vertiport Infrastructure. After such documentation is agreed, Atlantic Aviation shall be obligated under the Comprehensive Agreement to complete the Vertiport Infrastructure in conjunction with Developer's obligations under the Comprehensive Agreement and in accordance with the approved Vertiport Plans, unless the Regulatory Approvals cannot be obtained after using best efforts. If the City decides it does not wish to proceed with the Vertiport Infrastructure, Developer shall pursue Phase II alternatives acceptable to the City, which alternatives or the process for determining the alternatives acceptable to the City shall be set forth in the Comprehensive Agreement. As provided in this Agreement, the sole condition granting Atlantic Aviation the right to decline with proceeding to construct the Vertiport Infrastructure shall be the Atlantic Aviation's failure to obtain the Regulatory Approvals after using best efforts to obtain the Regulatory Approvals.

#### **Section 10. Pre-Development Schedule.**

10.1 Developer shall perform the Pre-Development Work in accordance with the schedule set forth in Exhibit C (the "**Pre-Development Schedule**"). The Pre-Development Work (and any related activities regarding Phase II financing, design, procurement, permitting, pricing or documentation) shall commence upon the Effective Date and proceed in parallel with Phase I. The Developer and the City shall complete their respective milestones for the Pre-Development Work on or prior to the corresponding deadlines set forth on Exhibit C (the "**Pre-Development Milestones**"). The Developer shall be entitled to extend the Pre-Development Milestones (including the Major Pre-Development Milestones) and/or Pre-Development Schedule to the extent Developer is delayed due to Unavoidable Delay. Notwithstanding the foregoing or anything to the contrary in this Agreement, in no event shall any Unavoidable Delay extend the Term of this Agreement, and any extension of a Pre-Development Milestone due to Unavoidable Delay shall not extend beyond the stated expiration date of the Term, it being understood and agreed that any Developer failure to perform its obligations due to an Unavoidable Delay that would have otherwise extended the Pre-Development Milestone(s) (or Term) shall not be, nor be construed to be, a Developer Default.

10.2 Developer shall submit to the City written progress reports on a monthly basis setting forth the status of Developer's compliance with the Pre-Development Schedule and the Preliminary Project Schedule, including a coordinated status summary for Phase I and Phase II; provided that construction-specific Phase I reporting shall remain governed by the Surface Parking Construction Agreement.

10.3 Within one hundred (100) days following the Effective Date (the "**Scope Finalization Period**"), the City and Developer shall collaborate in good faith to finalize and mutually approve the detailed space program, the architectural design direction, and functional requirements for Phase II, including any modifications to the Conceptual Plan (as defined below), to be delivered within the Approved Project Budget (the "**Final Scope**"). During the Scope Finalization Period, Developer shall perform such preliminary Pre-Development Work as is reasonably necessary to support the finalization of the program and budget, including participation in programming workshops, preparation of preliminary cost estimates, and coordination with the City's consultants.

#### **Section 11. Submittal of Reports.**

11.1 Developer shall submit to the City, for the City's review and Approval, all deliverables, documents, studies, and other reports (other than the Plans (as defined below)) constituting the Pre-Development Work, including, without limitation, all environmental assessments, surveys, geotechnical reports, property condition reports, testing results, analyses, memoranda, correspondence with

regulatory authorities, financing materials, the Vertiport Plans and vertiport requirements matrix, and other due diligence materials generated, commissioned, obtained, or relied upon by Developer or its consultants in connection with Developer's Due Diligence (as defined below) (collectively, the "Reports") in accordance with the Pre-Development Schedule. For each Report, Developer shall submit electronic copies of such Reports in a format reasonably acceptable to the City.

11.2 Upon receipt of each of the Reports, the City shall review same and, within fifteen (15) Business Days after receipt thereof, advise Developer in writing of its Approval or disapproval, setting forth in detail its reasons for any disapproval. In the event of a disapproval, Developer shall, within fifteen (15) Business Days after the date Developer receives such disapproval, make those changes necessary to meet the City's stated grounds for disapproval or request additional time from the City to resolve the reasons for the City's disapproval, and the City will act reasonably in granting or denying such request taking into account the complexity of the work required to be undertaken by the Developer. Any resubmission shall be subject to review and Approval by the City, in accordance with the procedure hereinabove provided for an original submission, until the same receives final Approval by the City. The City and Developer shall in good faith attempt to resolve any disputes concerning the Reports in an expeditious manner. Notwithstanding the foregoing, the City shall not raise new comments on previously approved Reports unless necessitated by subsequent changes introduced by Developer, including, but not limited to, any subsequent changes that materially impact Reports that were previously submitted by Developer.

11.3 In the event that the City fails to provide notice to Developer of its Approval or disapproval of the Reports or to request additional information within the fifteen (15) Business Day period as provided above, Developer shall be entitled to an extension of any Pre-Development Milestones directly affected by such delay for the same number of days as the City delayed in notifying Developer beyond the fifteen (15) Business Day period along with each demonstrable subsequent day that the critical path of the Pre-Development Schedule is delayed. Such extension period shall be memorialized in writing. Notwithstanding the foregoing, no extension shall apply unless the applicable Report was complete and submitted in accordance with this Agreement.

11.4 Any Approvals required pursuant to this Section may be given by the City Manager; provided, however, the City Manager may, in her discretion, request approval from the City Commission in connection with any such approvals, and any delays associated with City Commission review and Approval shall be an Unavoidable Delay subject to the provisions of Section 11.6. In the event the City Manager intends to refer any approval matter to the City Commission, the City Manager shall provide Developer with written notice of such referral and the estimated delay associated with such referral.

11.5 No Report shall be deemed final or Accepted by the City until the City has provided its written Approval thereof. Developer acknowledges and agrees that the City's review and Approval of any of the Reports is solely for the City's benefit and shall not relieve Developer of its responsibility for the accuracy, completeness, and quality of the Reports or for compliance with all Applicable Laws. Any delay in Approval by the City of a compliant Report requirement is an Unavoidable Delay.

11.6 To the extent that (a) either a referral is made to the City Commission in accordance with the terms of this Agreement or the City has failed to provide its Approval or disapproval with respect to any Pre-Development Work within the time periods established in this Section 11 or in Section 12, and (b) either individually or cumulatively with any prior City approval delays, such referral or delay is estimated to delay the City's decision by more than sixty (60) Business Days, Developer shall, within three (3) Business Days after receipt of notice from the City that it will refer a matter to the City Commission or the expiration of the City's applicable review period, as applicable, submit to the City a written estimate of any cost impact resulting from the anticipated delay associated with City Commission

or City review, and the reasonable and documented costs expected to be incurred as a result of the resulting delay shall be Allowable Pre-Development Expenses.

## **Section 12. Submittal of Plans.**

12.1 The current building design concept for the Project as of the Effective Date is set forth on Exhibit B (the “**Conceptual Plan**”). The Conceptual Plan addresses Phase I and Phase II and is subject to alternate design concepts during the Scope Finalization Period and further refinement during the design and plans approval process under this Agreement. Phase I shall be based upon the City Phase I Plans and governed by the Surface Parking Construction Agreement. For the avoidance of doubt, the final Conceptual Plan is subject to Approval by the City.

12.2 Developer shall prepare and submit to City for City’s review and Approval, in its proprietary capacity, the Drawings for Phase II consistent with the Approved Conceptual Plan and appropriate for the Pre-Development Work, recognizing that additional Drawings and advancement of the design will occur under the Comprehensive Agreement, and in any event as outlined in the Pre-Development Schedule. Each submittal shall include updated pricing, schedule and permitting information and shall be delivered electronically in a format reasonably acceptable to the City. The City may retain an independent owner’s representative, cost consultant or other construction consultant to review Developer’s work, schedules, budgets, estimates and submissions, and Developer shall reasonably cooperate with that review. For each submittal, Developer shall submit electronic copies of such Drawings in a format reasonably acceptable to the City. Such submittal shall not be construed as a submittal for regulatory review and approval.

12.3 Upon receipt of each of the Drawings (collectively, the “**Plans**”), the City shall review same and, within fifteen (15) Business Days after receipt thereof, advise Developer in writing of its Approval or disapproval, setting forth in detail its reasons for any disapproval. In the event of a disapproval, Developer shall, within fifteen (15) Business Days after the date Developer receives such disapproval, revise the Drawings, as applicable, to address the City’s stated grounds for disapproval or request additional time from the City to resolve the reasons for the City’s disapproval, and the City will act reasonably in granting or denying such request taking into account the complexity of the work required to be undertaken by the Developer. Any resubmission shall be subject to review and Approval by the City, in accordance with the procedure hereinabove provided for an original submission, until the same receives final Approval by the City. The City and Developer shall in good faith attempt to resolve any disputes concerning the Plans in an expeditious manner. The fifteen (15) Business Day review period will commence only upon the City’s receipt of a complete submission that reasonably conforms to the applicable requirements and format for that submittal. City’s failure to Approve or disapprove of Drawings or any component thereof, within the fifteen (15) Business Day period, shall not be interpreted as City’s Approval or disapproval. Notwithstanding the foregoing, the City shall not raise new comments on previously approved Plans unless necessitated by subsequent changes introduced by Developer, including, but not limited to, any subsequent changes that materially impact Plans that were previously submitted by Developer. Notwithstanding anything to the contrary contained in this Agreement, the City’s review, Approval or disapproval of any plans or submittals relating to the vertiport shall not shift to the City any responsibility for satisfying any vertiport requirements or any liability for the cost thereof.

12.4 In the event that the City fails to provide notice to Developer of its Approval or disapproval of the Plans or to request additional information within the fifteen (15) Business Day period as provided above, Developer shall be entitled to an extension of any Pre-Development Milestones directly affected by such delay for the same number of days as the City delayed in notifying Developer of its Approval or disapproval beyond the fifteen (15) Business Day period along with each demonstrable

subsequent day that critical path of the Pre-Development Schedule is delayed. Such extension period shall be memorialized in writing.

12.5 Any Approvals required pursuant to this Section may be given by the City Manager; provided, however, the City Manager may, in his/her discretion, request approval from the City Commission in connection with any such approvals, and any delays associated with City Commission review and approval shall be subject to the provisions of Section 12.4.

12.6 No Plans shall be deemed final or Accepted by the City until the City has provided its written approval thereof. Developer acknowledges and agrees that the City's review and Approval of any of the Plans is solely for the City's benefit and shall not relieve Developer of its responsibility for the accuracy, completeness, and quality of the Plans or for compliance with Applicable Law.

12.7 Notwithstanding anything contained in this Agreement to the contrary, the Approved Project Budget shall serve as the target budget for the Plans and each design submittal required by this Agreement. Each such submission shall be accompanied by an updated cost estimate prepared by Developer in good faith. Developer shall use commercially reasonable efforts to cause each submittal to be designed to be constructible within the applicable Approved Project Budget. In the event Developer reasonably determines that the projected cost to develop the Project for a given submittal exceeds the applicable Approved Project Budget, Developer shall, as part of Developer's submittal, provide the City with a written narrative identifying specific options to bring the projected Project costs back within the Approved Project Budget, including value engineering measures, modifications to scope, program, or design aesthetic, or other cost reduction strategies. The City shall review Developer's narrative and shall, in its reasonable discretion and within the response deadlines required by this Section 12, elect to: (i) select one or more of the cost-reduction options presented by Developer, in which case Developer shall incorporate the City-selected option(s) into the next required submittal; (ii) approve a written amendment to the Approved Project Budget to increase the budget to an amount sufficient to accommodate the projected Project costs; or (iii) pursue any combination of the foregoing. Subject to City's right to Termination for Convenience, a failure to achieve the Approved Project Budget amount, following compliance with Developer's obligations under this Agreement, including, without limitation, the provisions of this Section 12.7, shall not constitute grounds for termination of this Agreement.

### **Section 13. Pre-Development Expenses.**

13.1 Developer shall perform the Pre-Development Work in accordance with the budget set forth in Exhibit D (the "**Pre-Development Budget**"). Developer shall not seek reimbursement or commit to any costs or expenses in connection with the Pre-Development Work in excess of the amounts set forth in the Pre-Development Budget without the prior written approval of the City.

13.2 All allowable costs and expenses actually incurred by Developer in connection with the performance of the Pre-Development Work that are consistent with the Pre-Development Budget and approved by the City, including reasonable costs incurred before the Effective Date if included in the approved Pre-Development Budget (collectively, "**Allowable Pre-Development Expenses**"), shall be treated as Phase II costs. Subject to Section 13.5, Developer shall be reimbursed all Allowable Pre-Development Expenses through Progress Payments (as defined below) during the Term, and any remaining unpaid balance shall be addressed at Financial Close or upon termination as provided herein. Developer shall not be entitled to any development fee, management fee or other compensation in excess of actual Allowable Pre-Development Expenses unless separately negotiated and expressly approved by the City in this Agreement or a written amendment. Allowable Pre-Development Expenses shall not include fees paid to lobbyists or political advisors, costs of implementing or constructing the Vertiport Infrastructure, or other fees or costs not set forth in the Pre-Development Budget or otherwise approved by the City in writing.

13.3 The City shall have the right, upon reasonable notice, to audit the books, records, and accounts of Developer, including the financial records and reporting provided by Developer's contractors, consultants, and subcontractors to Developer (other than any of the foregoing that constitute attorney work product or are subject to any other privilege, collectively, the "**Records**"), relating to the Project or the performance of the Pre-Development Work under this Agreement. Developer shall maintain, and shall require its contractors, consultants, and subcontractors to maintain, such Records as may be necessary to document complete and accurate entries related to this Agreement and the Pre-Development Work. All Records shall be maintained in written form or in a form capable of conversion to written form within a reasonable time. Upon request by the City, Developer or its contractors, consultants, or subcontractors, as applicable, shall provide such Records to the City in written form at no cost to the City. Developer and its contractors, consultants, and subcontractors shall preserve and make available, at reasonable times, for examination and audit by the City Auditor or the City Auditor's designee, all Records pertaining to this Agreement within Broward County, Florida, for the applicable retention period required under Chapter 119, Florida Statutes (2025), as may be amended from time to time. Any such audit shall be conducted at the City's sole cost and expense; provided, however, that if such audit reveals a material discrepancy in any written report submitted by Developer pursuant to Section 13.3, Developer shall pay the cost of such audit. For purposes of this Section, a "material discrepancy" means any variance between the amounts reported by Developer and the amounts determined by the audit that exceeds three percent (3%) of the total costs and expenses reported for the applicable reporting period. If Chapter 119, Florida Statutes (2025), as may be amended from time to time, is determined not to apply to such Records, Developer shall retain such Records for a period of three (3) years following the expiration or earlier termination of this Agreement. If an audit has been initiated and audit findings have not been resolved prior to the expiration of the Term, the Records shall be retained until such findings have been fully resolved. If the City determines that Chapter 119, Florida Statutes (2025), as may be amended from time to time, applies to Developer or its contractors', consultants', or subcontractors' Records, Developer shall ensure compliance with all applicable public records requirements; provided, however, that Developer shall not be required to disclose information in violation of any applicable federal or state confidentiality or nondisclosure law. Developer shall use commercially reasonable efforts to require, through written agreements with its contractors, consultants, and subcontractors, compliance with the requirements of this Section. Developer shall maintain all Records related to this Agreement in accordance with generally accepted accounting principles and industry standards for records directly associated with the performance of the Pre-Development Work. Any audit rights shall be limited to costs that are reimbursable under this Agreement and shall not extend to proprietary estimating methodologies, means and methods, or other confidential business information, except as required to verify reimbursable costs. If any audit conducted pursuant to this Section reveals that Developer has been reimbursed for Allowable Pre-Development Expenses in excess of the amounts to which Developer is entitled under this Agreement, Developer shall reimburse the City for the full amount of such overpayment within thirty (30) days after the City delivers written notice of the audit findings to Developer, together with reasonable supporting documentation. Conversely, if any such audit reveals that the City has underpaid Developer for Allowable Pre-Development Expenses to which Developer is entitled under this Agreement, the City shall pay Developer the amount of such underpayment within thirty (30) days after Developer delivers written notice of the audit findings to the City, subject to the limitations and caps set forth in the Pre-Development Budget and the requirements of this Agreement.

13.4 During the Term, the City shall make progress payments to Developer for Allowable Pre-Development Expenses actually incurred in accordance with this Agreement (each, a "**Progress Payment**"). The City shall make Progress Payments to Developer in accordance with the following process: (a) upon achieving each milestone set forth in the Progress Payment Schedule, Developer shall submit to the City an invoice for the corresponding amount set forth in the Progress Payment Schedule, together with reasonable supporting documentation evidencing completion of the applicable milestone; (b) the City shall have thirty (30) days from receipt of each invoice to review the

invoice and supporting documentation and either approve or reject such invoice in writing, provided that any rejection shall include a reasonably detailed explanation of the basis therefor; and (c) the City shall remit payment of all approved invoices within thirty (30) days following approval. If the City neither approves nor rejects an invoice by the end of the thirty (30) day review period, the City shall be deemed to have not approved the invoice. All payments shall be subject to the requirements, limitations, and timelines set forth in this Agreement. Notwithstanding the foregoing, the aggregate amount of Progress Payments shall not exceed the Pre-Development Budget. If Developer incurs reasonable third-party costs performing the Pre-Development Work that were not included in the Pre-Development Budget, the City shall either pay such amounts as additional Progress Payments, include such amounts in any payments required under Section 24, or pay such amounts at Financial Close.

13.5 Except to the extent (a) Progress Payments are due from the City to Developer pursuant to Section 13.4 or (b) a Termination Payment is due from the City to Developer as set forth in Section 24, the City shall have no obligation to make any payments to Developer for the Pre-Development Work.

#### **Section 14. Project Structure; Financing.**

14.1 The Parties acknowledge and agree that the Comprehensive Agreement, if approved, is anticipated to provide a fixed-price or guaranteed-maximum-price design-build structure for Phase II, together with such development agreement, design-build agreement, completion security, operating and maintenance provisions, vertiport-related documentation, and other definitive agreements as the City may approve. The City shall evaluate available financing structures for Phase II and shall have the sole discretion to approve the ultimate financing structure, including the right to finance Phase II without Developer's involvement. Nothing in this Agreement obligates the City to finance or proceed with Phase II.

14.2 The Comprehensive Agreement shall separately address any long-term operation and maintenance of the parking garage, Fire Rescue/EMS substation and other Phase II components, including parking operations, rates and policy authority, technology systems, lifecycle obligations and handback requirements. Notwithstanding anything to the contrary, the City may, in its sole and absolute discretion, retain all operation and maintenance control of and responsibility for the surface parking lot, parking garage and Fire Rescue/EMS substation components of the Project.

14.3 Promptly after execution of this Agreement, the City shall evaluate the financing structures available for development of Phase II of the Project. The City shall have the right, in its sole discretion, to approve the ultimate financing structure for the Project. Notwithstanding anything to the contrary contained herein, City reserves the right, in its sole and absolute discretion, to undertake the financing of Phase II of the Project, without the Project Team's involvement. The definitive financing structure for Phase II of the Project is expected to include, if approved by City, (a) tax-exempt and, if necessary, taxable financing components, and (b) customary construction, debt service, reserve, working-capital, and lifecycle-reinvestment funds and accounts. Notwithstanding the foregoing, Atlantic Aviation or, in the City's sole discretion, another vertiport counterparty approved by the City shall be solely responsible for financing or arranging financing for the Vertiport Infrastructure and for all costs allocated to the Project Team relating to the Vertiport Infrastructure. No City lease payment, reimbursement or other City funding shall be used to satisfy such obligations, and any vertiport rent, rooftop payment or revenue-sharing structure shall be separately stated in the definitive documents.

14.4 Developer shall cooperate fully and in good faith with the City and the City's financial advisors in connection with the evaluation, structuring and closing of any City-approved financing, including, without limitation, providing project cost estimates, construction schedules and such

other information as may be reasonably requested by the City or its financial advisers. Developer shall not take any action, or fail to take any action, that would materially impair the City's ability to obtain favorable terms for the City's financing, including the intended tax-exempt financing treatment of the Project.

**Section 15. Life Cycle Consulting Services.** Developer shall, as requested by the City from time to time, provide consulting services to the City with respect to (a) life cycle pricing for Phase II, including analysis of long-term maintenance, repair, and replacement costs associated with the proposed building systems, materials and components, and (b) recommendations as to changes to the design and construction of Phase II, that could reduce overall Phase II costs, including life cycle (collectively, the "**Life Cycle Consulting Services**"). The Life Cycle Consulting Services shall be performed only pursuant to a written request approved by the City, and any compensation shall be included in the Pre-Development Budget as an Allowable Pre-Development Expense or separately approved in writing by the City. Developer shall not be entitled to an additional development or management fee for such services.

**Section 16. Key Personnel.**

16.1 During the Term, Developer shall retain, employ and utilize the individuals and consultants listed as key personnel in Exhibit F (the "**Key Personnel**"), including the proposed design-builder, architect, engineers and the personnel responsible for the construction, Regulatory Approvals, operation and maintenance of the Vertiport Infrastructure. Exhibit F sets forth each Key Personnel's role and area of responsibility with respect to the Pre-Development Work. Developer shall not substitute any such Key Personnel without the prior written consent of the City. The City shall not unreasonably withhold, delay or condition such substitution if the proposed substitute possesses equal or greater experience, skill, knowledge and professional expertise in the relevant field and fitness to perform the applicable responsibilities.

16.2 Developer shall notify the City in writing of any proposed replacement for any Key Personnel position. The City shall have the right to review the qualifications and character, experience, fitness, background, and any potential conflicts of interest of any proposed replacement and to approve or disapprove the same prior to the commencement of any of the work by such replacement individual. Such review may include consideration of whether the proposed replacement has any conflict of interest, adverse position, or pending litigation involvement that could reasonably adversely affect the City's interests or the Project.

16.3 Developer shall cause each individual filling a Key Personnel position to maintain active any and all required licenses and registrations requirements in the State of Florida for the Pre-Development Work to be undertaken by such Key Personnel and to dedicate the full amount of time necessary for the proper prosecution of the Pre-Development Work under this Agreement.

16.4 Developer shall provide the City with current telephone numbers and email addresses for all Key Personnel. The Authorized Representative and at least one additional Key Personnel identified in Exhibit F shall be available as the City's primary contacts during and, when reasonably necessary, outside business hours and shall have access to the other Key Personnel as necessary.

16.5 To the extent Developer proposed to replace any Key Personnel due to retirement, death, disability, incapacity, or voluntary or involuntary termination of employment, and without limiting the City's consent rights under Section 16.1, Developer may appoint an interim Key Personnel that Developer reasonably believes meets the requirements set forth in Section 16.1 and Section 16.2 pending the City granting its consent for a replacement in accordance with Section 16.1.

## **Section 17. Due Diligence; Site Access.**

17.1 Without limiting Section 27 of this Agreement, the City shall grant to Developer (and Developer's employees, agents, consultants, contractors, and representatives) access to the Project Site at reasonable times as coordinated below, including outside of regular business hours where reasonably necessary for Developer to perform the Pre-Development Work, including, but not limited to, title examination, soil testing and boring, geotechnical investigations, test pile programs, subsurface utility investigations, environmental studies, surveying and all other customary due diligence and design-related investigations as part of the Pre-Development Work (collectively, "**Due Diligence**"). Developer shall provide written notice of its intent to access the Project Site to the City, including the scope and direction of access, at least forty-eight (48) hours (excluding weekends and City-observed holidays) in advance. During any such access, the City shall have the right to have a representative present (provided that the City's failure to have a representative present shall in no way limit the Developer's access rights) and Developer (and Developer's employees, agents, consultants, contractors, and representatives) shall comply with all Applicable Laws, including, without limitation, Chapter 17 of the City Code and any and all reasonable safety, operational, and security procedures and guidelines that City may reasonably establish on a case-by-case basis. City reserves the right to temporarily suspend Developer's access to the Project Site for reasons of health, safety, or emergency, provided that the City shall use commercially reasonable efforts to minimize disruption to the Pre-Development Work and shall promptly restore access when the conditions giving rise to such limitation or suspension have been resolved. All entry upon the Project Site shall be conducted in a manner that does not unreasonably interfere with City operations or public use of adjacent facilities. Both Parties agree to coordinate their respective activities relating to Developer's access to the Project Site and to respond to each other's requests in a timely manner. The Parties acknowledge that time is of the essence with respect to the Developer's access to the Project Site for purposes of performing the Pre-Development Work.

17.2 Except as set forth in Section 17.3 and Section 17.4, all entry and activities on the Project Site shall be at the risk of Developer. The City shall have no liability for any injuries or damages sustained by Developer or any of Developer's agents, consultants, employees or contractors. Developer agrees to repair or restore promptly any damage to the Project Site caused by Developer, its agents, consultants, employees or contractors. Unless otherwise agreed between the Parties, upon completion of Developer's investigations and tests, Developer shall restore the Project Site to the same condition as it existed before Developer's investigations of the Project Site.

17.3 Without limiting Section 27 of this Agreement, Developer shall be responsible only for Hazardous Materials brought on to the Project Site by Developer or any Project Team Member in violation of Environmental Laws. As between Developer and the City, the City will be deemed the sole generator and arranger under 40 CFR, Part 262, in respect of any Hazardous Materials that are not released on to the Project Site by Developer, any Project Team member or their respective employees, agents, consultants, contractors, or representatives. The City agrees to be identified as the generator and arranger of such Hazardous Materials on waste manifests and any other documentation submitted to transporters, disposal facilities or any governmental authority.

17.4 In the event that Developer's environmental due diligence reveals the presence of Hazardous Materials or other environmental conditions at the Project Site that require remediation under applicable Environmental Laws (collectively, "**Environmental Conditions**"), Developer shall provide written notice to the City (the "**Environmental Notice**") within five (5) Business Days of Developer's receipt of documentation confirming such Environmental Conditions. The Environmental Notice shall include: (a) a description of the nature and extent of the Environmental Conditions identified; (b) copies of all environmental reports, test results, and other documentation relating to such Environmental Conditions; and (c) Developer's good faith estimate of the cost to remediate such Environmental

Conditions. Within fifteen (15) Business Days following the City's receipt of the Environmental Notice, the City shall provide written notice to Developer indicating: (i) whether the City accepts or disputes the existence, nature, or extent of the Environmental Conditions identified in the Environmental Notice; and (ii) whether the City elects to perform the remediation itself or authorizes Developer to perform such remediation on behalf of the City. If the City elects to authorize Developer to perform the remediation, Developer shall, subject to the City's prior written approval of the remediation work plan, schedule, and budget (including labor rates and rates for third party expenses), cause the remediation of the Environmental Conditions to be performed in accordance with all applicable Environmental Laws. Developer shall provide the City with regular progress reports and copies of all material correspondence with regulatory agencies and all reports and documentation relating to the remediation. If the City disputes the existence, nature or extent of the Environmental Conditions identified in the Environmental Notice or the City agrees to self-perform the remediation, Developer shall have no responsibility for the City disputed information or the City's self-performance of the remediation. Upon completion of the Developer-performed remediation, Developer shall provide the City with documentation evidencing the satisfactory completion of the remediation, including any applicable regulatory closure letters or no further action determinations. The City shall reimburse Developer for all actual third party documented costs, as preapproved by the City, incurred by Developer in performing such remediation within thirty (30) days following receipt of Developer's invoice therefor, together with supporting documentation.

17.5 Without limiting the terms of Section 42, the City shall not take, and shall ensure that no governmental authority under its control takes, any action that would materially interfere with the Developer's rights of access to and use of the Project Site in accordance with this Agreement.

**Section 18. City Reimbursement.** Except for Progress Payments and Termination Payments expressly payable under this Agreement, approved remediation or restoration costs, and amounts payable for Phase I under the Surface Parking Construction Agreement, the City shall have no obligation to reimburse or pay Developer or any Project Team member for costs, expenses, fees or other compensation relating to the Project. No payment under this Agreement shall be construed as obligating the City to proceed with Phase II or execute the Comprehensive Agreement.

**Section 19. Preliminary Project Schedule.**

19.1 Attached as Exhibit G is a preliminary development timeline for Phase II that specifies the duration and major milestones for the Pre-Development Work, diligence, design progression, permitting, pricing, documentation, City approvals, negotiation of the Comprehensive Agreement, financing and substantial completion (the "**Preliminary Project Schedule**"). Phase II milestones remain subject to this Agreement and the Comprehensive Agreement. The Parties acknowledge that changes contemplated in Section 9.4, as well as the result of Developer's Due Diligence, the negotiation of the Comprehensive Agreement, and the completion of other Pre-Development Work may inherently result in changes to the Preliminary Project Schedule. Developer shall work diligently to mitigate the impact of expected delays in the Preliminary Project Schedule.

19.2 Developer shall provide the City with a written update of the Preliminary Project Schedule on a monthly basis. Each such update shall identify any material variances from the immediately preceding version of the Preliminary Project Schedule and include a written explanation of the causes of such variances and the proposed mitigation measures. Each update of the Preliminary Project Schedule shall be subject to review and comment by the City. Notification by Developer of any such update is for coordination and oversight purposes only and shall not constitute the City's acceptance of delays or delay impacts or waive any City rights under the Pre-Development Schedule and Pre-Development Milestones. Subject to City's right to Termination for Convenience, changes in the Preliminary Project Schedule shall not constitute grounds for termination of this Agreement.

## **Section 20. Negotiation of Comprehensive Agreement.**

20.1 So long as this Agreement and the Surface Parking Construction Agreement remain in effect, Developer is not in default, Phase I is being performed to the City's reasonable satisfaction, and the Pre-Development Work is proceeding in accordance with the approved schedules, Developer shall have the exclusive right to negotiate the Comprehensive Agreement with the City to design, construct and maintain Phase II.

20.2 The Parties shall work diligently and in good faith to negotiate and prepare a mutually agreeable form of Comprehensive Agreement for Phase II structured on a fixed-price or guaranteed-maximum-price design-build basis and addressing such completion security, operation, maintenance and vertiport-related matters as the City may approve. Neither Party will be bound, obligated, or liable as a result of such negotiations prior to execution of the Comprehensive Agreement, and the City shall furthermore not be bound by the terms of the Developer Proposal other than as necessary to give effect to the scope of this Agreement. Notwithstanding the foregoing, in accordance with Section 255.065(6), Florida Statutes, the Parties agree that neither this Agreement, nor the Pre-Development Work obligates the City or Developer to enter into the Comprehensive Agreement. The City may modify the scope, structure and delivery of Phase II or suspend or terminate negotiations in its sole discretion, subject to its express payment obligations under this Agreement.

20.3 The Parties acknowledge and agree that City's execution of the Comprehensive Agreement shall be conditioned upon the satisfaction of the following:

(a) The City Commission shall have approved the execution of the Comprehensive Agreement;

(b) Developer shall have completed and the City shall have Accepted the Pre-Development Work in accordance with the terms of this Agreement;

(c) Developer shall have delivered a fixed-price or guaranteed-maximum-price development package for Phase II acceptable to the City, together with an agreed Project schedule, financing plan, performance security and completion-security structure; and

(d) Developer shall have demonstrated to the City's satisfaction a feasible approach to satisfying all requirements for the Vertiport Infrastructure at the Project Team's sole cost and expense and without liability to the City, or the City shall have elected to remove the vertiport components from Phase II.

20.4 The Parties acknowledge that the Reports Accepted by the City shall serve as the baseline for geotechnical conditions, Hazardous Materials and utilities for Phase II and establish assumed site conditions for purposes of the Comprehensive Agreement's differing-site-conditions provisions, subject to the exclusions and qualifications set forth in this Section.

20.5 Except as may be provided in the Comprehensive Agreement, this Agreement shall be superseded and replaced with respect to Phase II when the Comprehensive Agreement is executed. The Surface Parking Construction Agreement shall remain in effect in accordance with its terms unless expressly superseded or terminated.

20.6 Except as specifically provided in Section 13, Section 24 and elsewhere in this Agreement or in the Surface Parking Construction Agreement, each Party shall be responsible for and bear its own costs and expenses incurred during and as a result of performing its activities, obligations and negotiations pursuant to this Agreement.

**Section 21. Developer Representations, Warranties and Covenants.**

21.1 As of the Effective Date, Developer hereby represents and warrants to the City that:

(a) Developer is a legal entity organized and existing under the laws of the State of Delaware and has the requisite power and all required licenses to carry on its present and proposed activities, and has full power, right and authority to execute and deliver this Agreement, and to perform each and all of the obligations of Developer provided for herein. Developer is duly qualified to do business, and is in good standing, in the State of Florida.

(b) The execution, delivery and performance of this Agreement have been duly authorized by all necessary actions of Developer; each person executing this Agreement on Developer's behalf has been duly authorized to execute and deliver each such document on Developer's behalf; and this Agreement has been duly executed and delivered by Developer.

(c) Neither the execution and delivery by Developer of this Agreement nor the consummation of the transactions contemplated hereby, is in conflict with or has resulted or will result in a default under or a violation of the organizational documents of Developer or any other material agreements or instruments to which it is a party or which are binding on Developer or any of its property or assets or in a material default or violation of any Applicable Law.

(d) This Agreement constitutes the legal, valid and binding obligation of Developer, enforceable against Developer in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.

(e) There is no action, suit, proceeding, investigation or litigation pending or served on Developer or, to Developer's knowledge, threatened which (i) would reasonably be expected to have a material adverse effect on the ability of Developer to perform its obligations under this Agreement or (ii) challenges Developer's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of Developer's representative executing this Agreement.

21.2 During the Term, Developer shall, or shall cause the Project Team (as applicable) to, hold and maintain all Florida registrations, licenses and certifications and shall obtain and pay for all permits and inspections required for activities performed by or on behalf of Developer and/or the Project Team under this Agreement and shall comply with all Applicable Laws. Without limitation, Atlantic Aviation or any party responsible for the Vertiport Infrastructure shall be responsible for identifying, obtaining, satisfying and paying for all FAA, aviation, land-use, building, fire/life-safety, operational and other approvals, permits, clearance and requirements relating to the Vertiport Infrastructure and ongoing compliance therewith. The City shall reasonably cooperate to the extent necessary because of its ownership of the Project Site, but shall not be responsible for obtaining or paying for any vertiport-related approvals. Any damages, penalties or fines arising from Atlantic Aviation's failure to comply with this paragraph shall be borne by Atlantic Aviation, and any damages, penalties or fines arising from Developer's or any other members of the Project Team's (other than Atlantic Aviation) failure to comply with this paragraph shall be borne by Developer.

**Section 22. City Representations and Warranties.** As of the Effective Date, the City hereby represents and warrants to the Developer that:

(a) The City is a municipal corporation of the State of Florida and has the right and authority to execute, deliver and perform each and all the obligations of the City set forth in this Agreement.

(b) The execution, delivery and performance of this Agreement have been duly authorized by all necessary actions of the City; each person executing this Agreement on the City's behalf has been duly authorized to execute and deliver each such document on the City's behalf; and this Agreement has been duly executed and delivered by the City.

(c) Neither the execution and delivery by the City of this Agreement nor the consummation of the transactions contemplated hereby, is in conflict with or has resulted or will result in a default under or a violation of the City Code, City Charter, or any other material agreements or instruments to which it is a party or which are binding on the City or any of its property or assets or in a material default or violation of any Applicable Law.

(d) This Agreement constitutes the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity including, without limitation, the doctrine of sovereign immunity.

(e) There is no action, suit, proceeding, investigation or litigation pending or served on the City or, to the City's knowledge, threatened which (i) would reasonably be expected to have a material adverse effect on the ability of the City to perform its obligations under this Agreement or (ii) challenges the City's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of the City's representative executing this Agreement.

(f) To the City's knowledge, without inquiry or investigation, the City holds good and valid title to the real property comprising the Project Site, subject to the PACA Lease and other agreements, encumbrances and restrictions disclosed to Developer in writing.

### **Section 23. Termination.**

23.1 In addition to its other termination rights in this Agreement, the City shall have the absolute right to terminate this Agreement at any time in its sole discretion by providing at least thirty (30) days prior written notice to Developer (such termination, a "**Termination for Convenience**"). Following delivery of a Termination for Convenience notice, Developer shall not incur any additional costs except as expressly authorized in writing by the City, subject to Section 26.

23.2 Developer shall have the right to terminate this Agreement by written notice to the City within one hundred (100) days after the Effective Date in the event Developer determines, in its reasonable discretion based on the results of Developer's Due Diligence activities, that the Project is not technically or financially feasible and provides written notice to the City of such determination (such termination, a "**Non-Feasibility Termination**").

23.3 The City shall have the right to terminate this Agreement by written notice to Developer upon the occurrence of any of the following (each, a "**Developer Default**"):

(a) Developer fails to achieve any of the Major Pre-Development Milestones, as the same may be extended for Unavoidable Delay, and such failure is not cured within ten (10) Business Days after the City's notice to Developer; provided, if such failure cannot reasonably be cured within the ten (10) Business Day cure period, Developer shall not be in default of this Agreement if Developer commences to cure the failure within the ten (10) Business Day cure period and diligently and in good faith prosecutes the cure to completion and cures such failure within thirty (30) days;

(b) Developer fails to comply with any other material provision of this Agreement (other than with respect to timely achievement of Pre-Development Milestones) or any representation or warranty made by the Developer under this Agreement is false, misleading or inaccurate, in each case in any material respect, and, in each case, such failure is not cured within ten (10) Business Days after the

City's notice to Developer; provided, if such failure cannot reasonably be cured within the ten (10) Business Day cure period, Developer shall not be in default of this Agreement if Developer commences to cure the failure within the ten (10) Business Day cure period and diligently and in good faith prosecutes the cure to completion and cures such failure within ninety (90) days;

(c) A voluntary or involuntary action is filed (i) to have Developer adjudicated insolvent and unable to pay its debts as they mature or a petition for reorganization, arrangement or liquidation under any bankruptcy or insolvency law, or a general assignment by Developer, for the benefit of creditors, or (ii) seeking Developer's reorganization, arrangement, liquidation, or other relief under any law relating to bankruptcy, insolvency, or reorganization or seeking appointment of a trustee, receiver, or liquidator of Developer or any substantial part of Developer's assets or any of the foregoing events occurs with respect to CORE Construction, and, in respect of any involuntary action, such action has not been dismissed within sixty (60) days of being filed;

(d) Except as set forth in Section 16.5, the Developer changes the Key Personnel without the City's written consent;

(e) Developer or CORE Construction, or any of the Key Personnel are debarred or prohibited from doing business with any federal, state or local government agency, except, with respect to Key Personnel, Developer proposes a replacement to such Key Personnel within ten (10) Business Days of such debarment or prohibition in accordance with the requirements of Section 16.1;

(f) Any fraudulent act or willful misconduct by Developer with respect to the Developer Proposal, the Project or this Agreement; or

(g) Developer retracts its signature to its counterpart of the negotiated Comprehensive Agreement, or otherwise disavows its executed Comprehensive Agreement, prior to the City's approval and execution of the Comprehensive Agreement.

23.4 Developer shall have the right to terminate this Agreement by written notice to City upon the occurrence of any of the following (each, a "**City Default**"):

(a) The City fails to comply with any material provision of this Agreement or any representation or warranty made by the City under this Agreement is false, misleading or inaccurate when made, in each case in any material respect, and, in each case, such failure is not cured within ten (10) Business Days after Developer's notice to the City; provided, if such failure cannot reasonably be cured within the ten (10) Business Day cure period, the City shall not be in default of this Agreement if the City commences to cure the failure within the ten (10) Business Day cure period and diligently and in good faith prosecutes the cure to completion; or

(b) A voluntary or involuntary action is filed (i) to have the City adjudicated insolvent and unable to pay its debts as they mature or a petition for reorganization, arrangement or liquidation under any bankruptcy or insolvency law, or a general assignment by the City for the benefit of creditors, or (ii) seeking the City's reorganization, arrangement, liquidation, or other relief under any law relating to bankruptcy, insolvency, or reorganization or seeking appointment of a trustee, receiver, or liquidator of the City or any substantial part of the City's assets, and, in respect of any involuntary action, such action has not been dismissed within sixty (60) days of being filed.

23.5 This Agreement shall automatically terminate upon Commercial Close.

23.6 Termination of the Surface Parking Construction Agreement shall be governed by its terms and shall not, by itself, terminate this Agreement unless expressly provided therein or agreed by the Parties in writing. Termination of this Agreement shall not, by itself, terminate the Surface Parking Construction Agreement unless expressly provided therein or agreed by the Parties in writing.

23.7 Following the termination of this Agreement as provided above, each Party shall be released from all liability under this Agreement except for any obligations that survive the termination or expiration of this Agreement.

#### **Section 24. Termination Payment.**

24.1 In the event of (a) a Termination for Convenience of this Agreement by the City, (b) termination of this Agreement by Developer due to an uncured City Default, or (c) expiration of the Term without City Commission approval on the Comprehensive Agreement and City does not agree to an Extension Request by Developer for any reason other than a Developer Default, the City shall reimburse Developer for one hundred percent (100%) of Allowable Pre-Development Expenses incurred by Developer prior to the effective date of the termination for which a Progress Payment has not yet been made, subject to the limitations and caps set forth in the Pre-Development Budget. No unearned fee, anticipated profit, lost opportunity or prospective compensation shall be payable.

24.2 If the Term expires without City Commission approval on the Comprehensive Agreement and Developer does not agree to an Extension Request by the City for any reason other than a City Default, the City shall reimburse Developer for fifty percent (50%) of Allowable Pre-Development Expenses incurred by Developer prior to the effective date of the termination for which a Progress Payment has not yet been made, in each case subject to the limitations and caps set forth in the Pre-Development Budget. No unearned fee, anticipated profit, lost opportunity or prospective compensation shall be payable.

24.3 If the City terminates this Agreement due to an uncured Developer Default, (i) Developer shall be entitled only to amounts earned for Pre-Development Work properly performed and Accepted through the effective date of termination and approved reimbursable costs incurred through that date, less the City's rights of setoff, recoupment and recovery of damages the City directly incurs as a result of an uncured Developer Default. Developer shall not be entitled to unearned fees, anticipated profits or other prospective compensation; and (ii) the City shall have no further obligation to reimburse or otherwise pay Developer or any Project Team member for any other expenses incurred by Developer or any Project Team member, including future Progress Payments, and the City shall have the right to exercise any remedies available to it at law or in equity as a result of such uncured Developer Default. Payments for Phase I following termination shall be governed solely by the Surface Parking Construction Agreement.

24.4 In the event of a Non-Feasibility Termination of this Agreement by Developer, the City shall have no obligation to reimburse or otherwise pay Developer for additional expenses except for Progress Payments previously approved and due for Accepted Pre-Development Work.

24.5 In the event the City is required to reimburse Developer for any Allowable Pre-Development Expenses pursuant to this Section 24, the City shall only be obligated to reimburse Allowable Pre-Development Expenses that (a) were within the approved Pre-Development Work scope or, except in the case of a termination due to Developer Default, constitute restoration or demobilization costs and expenses, subject to Section 26, (b) were included in the approved Pre-Development Budget or otherwise expressly authorized in writing by the City prior to being incurred, and (c) were actually and reasonably incurred in accordance with this Agreement. Subject to Section 26, the City shall have no obligation to reimburse any costs incurred after delivery by City of a notice of termination to Developer or any costs not expressly approved in writing by the City prior to being incurred in accordance with this Agreement.

24.6 Developer acknowledges and agrees that neither this Agreement nor the approval of any Pre-Development Work by the City, nor any performance of such work nor expenditure on any monies thereon shall grant or shall be deemed to have granted any rights in Developer to enter into the Comprehensive Agreement, and the City's approval of the Comprehensive Agreement rests in the sole

legislative discretion of the City Commission. Developer expressly waives any and all claims to direct or indirect damages, including, but not limited to, any claims for lost profits, lost opportunity costs, consequential damages, special damages, or punitive damages related to the Comprehensive Agreement or the City's delay or failure to enter into the same, fully acknowledging that the negotiation and execution of the Comprehensive Agreement is in the City's sole discretion; provided, that the same shall not limit Developer's rights in respect of any Termination Payment to the extent the same is payable hereunder. Nothing in this Section limits the City's rights of setoff, recoupment, indemnification or recovery of damages arising from a Developer Default that is the product of fraud, willful misconduct or other breach of this Agreement.

24.7 With respect to any termination payment or remedy for default set forth in this Section 24, both Parties expressly waive any and all claims for lost profits, lost opportunity costs, consequential damages, special damages, or punitive damages.

**Section 25. Ownership of Documents.** Upon termination of this Agreement and subject to the City's payment of any required Termination Payment, all finished or unfinished documents, plans, data, studies, surveys, drawings, renderings, maps, models, photographs, specifications, reports, schedules, presentations, videos, public communications, financing materials, and interface materials, and other work product prepared or provided by Developer in connection with this Agreement (the "**Work Product**") shall become the property of the City and shall be delivered in native and reasonably requested formats. The Work Product shall not include the Vertiport Plans. The City shall have a perpetual, non-exclusive, royalty-free and irrevocable right to use the Work Product for any governmental purpose, including continuation, procurement or completion of the Project, without additional compensation. Developer's agreements with its agents, consultants and contractors shall permit assignment to the City of Developer's rights in the Work Product and allow the City to assume the benefit of such agreements following termination (the "**City Step-in Rights**"). Developer shall provide copies of such agreements upon request. Developer and its consultants shall not be liable for post-termination modifications or uses not prepared or approved by them, subject to responsibility for their original work.

**Section 26. Restoration; Demobilization.** In the event of early termination of this Agreement, at the discretion of the City, Developer shall remove any and all property placed on the Project Site by Developer, the Project Team or their respective employees, agents, consultants, contractors, or representatives in connection with the Pre-Development Work and Developer shall restore the Project Site to substantially the same condition existing prior to the commencement of Developer's activities. To the extent this Agreement is terminated due to a Developer Default, such work will be performed at the Developer's sole cost and expense. Otherwise, such work shall constitute Pre-Development Work for purposes of this Agreement; provided, however, prior to Developer incurring any costs or expenses in connection with any restoration and/or demobilization work, Developer shall provide written notice to the City of the costs or expenses Developer intends to incur and the City shall, within fifteen (15) Business Days, advise Developer of whether the City approves such costs or expenses or whether the City elects to perform the restoration or demobilization work itself. Upon completion of any restoration or demobilization work, Developer shall provide the City with documentation evidencing the satisfactory completion of such work. The City shall reimburse Developer for all actual third-party documented costs, as preapproved by the City, incurred by Developer in performing such restoration or demobilization work within thirty (30) days following receipt of Developer's invoice therefor, together with supporting documentation.

**Section 27. Environmental Remediation.**

27.1 If Environmental Conditions are identified, the notice, election, authorization and payment procedures in Section 17 shall apply. Developer shall not perform remediation unless the City has

approved the scope, schedule and budget in writing. Any construction work performed by Developer under this Agreement in excess of the monetary thresholds in Section 255.05, Florida Statutes, shall require payment and performance bonds meeting that statute.

27.2 If the City authorizes Developer to perform remediation under this Agreement, approved invoices shall be reviewed and paid in accordance with this Agreement and the procedures applicable to Progress Payments. The City may withhold retainage as permitted by law and the approved remediation authorization until completion and delivery of required closure documentation.

27.3 Except for approved payments under this Section, the City shall not be responsible for remediation cost overruns, unauthorized change orders or other costs not approved in writing. The City shall have the right to audit remediation costs in accordance with Section 13.3.

27.4 Developer's obligations with respect to remediation it performs, including compliance with the approved scope and Environmental Laws and delivery of completion documentation, shall survive expiration or termination of this Agreement.

## **Section 28. Indemnification and Insurance.**

28.1 Developer shall indemnify and hold harmless the City and its officers, officials, employees, agents and instrumentalities (each, a "**City Indemnitee**") from any and all liability, losses and/or damages, including attorneys' fees and costs of defense, which the City Indemnitee may incur as a result of claims, demands, suits, causes of action, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by Developer or the Project Team or the acts or omissions of Developer's and/or the Project Team's employees, agents, consultants, partners, principals, contractors or representatives, and any entry upon the Project Site by Developer or the Project Team or Developer's and/or the Project Team's employees, agents, consultants, partners, principals, contractors or representatives in connection therewith, including Due Diligence and design activities requiring entry upon the Project Site, except to the extent such liabilities, losses, or damages are solely contribute to or caused by the gross negligence, willful misconduct, or bad faith of any City Indemnitee. Developer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Developer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Developer shall in no way limit the responsibility to indemnify, keep and save harmless and defend any City Indemnitee as herein provided. This indemnity shall survive termination or expiration of this Agreement.

28.2 During the Term, Developer shall carry, and shall cause the Project Team and their respective agents, consultants, and contractors to carry, insurance of such types and with such terms and limits as set forth on Exhibit I. Developer shall provide the City with certificates of insurance evidencing such coverage prior to the Effective Date. Additional insurance for construction and operation insurance (including, but no limited to, builder's risk, commercial general liability, auto liability, worker's compensation, professional liability, and pollution coverage, if appropriate) shall be required as provided in the Surface Parking Construction Agreement. The foregoing insurance coverages, along with any vertiport or aviation-specific insurance required by the City, shall be required as provided in the Comprehensive Agreement. Insurance required for the Vertiport Infrastructure shall be obtained and paid for by Developer or the Project Team, as applicable, at Developer's sole cost and expense and at no cost to the City unless the City expressly approves otherwise in writing.

**Section 29. Assignment.** Except as expressly provided in this Section, Developer shall not assign, transfer, convey, pledge, hypothecate or otherwise encumber any of its rights, interests, or obligations under

this Agreement, including its right to enter into the Comprehensive Agreement, without the prior written consent of the City Commission.

**Section 30. Small, Local, and Disadvantaged Business Participation.** During the Term, Developer shall use, and shall cause the Project Team to use, commercially reasonable efforts to utilize local businesses that are classified as a “Class A business”, a “Class B business” or a “Class C business” under Section 2-186 of the City Code for at least ten percent (10%) of design work performed under this Agreement and to comply with the small, local, and disadvantaged business participation plan set forth on Exhibit J. In addition, Developer shall work with, and shall cause the Project Team to work with, the City to establish and comply with applicable small-business, MWBE/CSBE, local-participation and reporting requirements for the Project and shall reflect such requirements in the Pre-Development Work and Comprehensive Agreement, to the extent required by Applicable Law, the City Code or other rules or policies of the City and otherwise reflected in Exhibit J and the definitive Project documents.

**Section 31. Public Communications.**

31.1 Under no circumstances shall Developer or any Project Team member without the prior express written consent of the City:

(a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City or the Phase I work to be performed under the Surface Parking Construction Agreement or the Pre-Development Work being performed hereunder, unless Developer first obtains the written approval of the City. Such approval may be withheld if for any reason, the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

(b) Communicate in any way with any department, board, agency, commission or other governmental in connection with the services to be performed hereunder except upon prior written approval and instruction of the City; and

(c) Except as may be required by Applicable Law, Developer, the Project Team’s and their respective employees, agents, consultants, partners, principals, contractors, representatives and suppliers will not represent, directly or indirectly, that any product or service provided by Developer, the Project Team or such parties has been approved or endorsed by the City.

31.2 Notwithstanding the foregoing, during the Term, the City and Developer and the Project Team shall coordinate regarding the timing, content, and method of any Project-related outreach and communications or materials intended for public or community consumption. Any and all such communications shall be subject to City review and approval prior to release. Community outreach activities shall be City-led, with support from Developer, as requested, and conducted in a manner determined by the City. Developer and the Project Team shall coordinate all vertiport-related communications, presentations and materials with the City in advance, and no communication shall imply that the City is responsible for satisfying or funding vertiport requirements. Any and all such vertiport-related communications, presentations and materials shall be subject to City review and approval prior to release.

**Section 32. Confidentiality of Information.** The City and Developer acknowledge and understand that the City is a public entity and subject to “government in the sunshine” laws, including, without limitation, Chapter 119, Florida Statutes, and unless exempt, any information, reports, materials, documents or writings in the possession or control of the City are subject to disclosure. If Developer or any Project Team member claims that all or a portion of any information that is given to the City is exempt from public records disclosure under Chapter 119, Florida Statutes, then before sending the information to the City, Developer or such Project Team member must stamp or label the information, document or writing as “exempt” on each page and separate such exempt material from the non-exempt material, provide the

factual basis for the exemption and cite to the statutory authority to support the claimed exemption. If a request for disclosure of the information is made to the City, the City shall provide written notice of such request within seven (7) days after the City's receipt of such request to Developer or such Project Team member (as applicable) and notice to the requestor of the claim for exemption. If the exemption claimed by Developer or such Project Team member is challenged or protested by any party, Developer shall defend such challenge or protest by seeking a protective order or defending any claim, challenge, or protest on behalf of City. If the Developer fails to notify the City of its intent to seek a protective order or defend such challenge or protest pursuant to this Agreement within five (5) Business Days of such challenge or protest or, thereafter, fails to seek a protective order or defend such challenge or protest pursuant to this Agreement within ten (10) Business Days of such challenge or protest, or if Developer timely notifies the City and files an appropriate action within such periods but thereafter fails to obtain an order barring public disclosure of the requested information within thirty (30) days (or such longer period so long as the Developer is diligently pursuing the same), then in each instance, City, at its discretion, may disclose the information without liability to Developer or any Project Team member. Developer shall forever fully indemnify the City and all City Indemnitees and agrees to protect, defend, indemnify, and hold harmless each City Indemnitee from and against any and all losses, liability, fines, penalties, damages, settlements, claims, costs, charges or other expenses, or liabilities of every and any kind including attorney's fees and expenses through the appellate level and during bankruptcy, and any and all such other claims, suits, or other actions relating to an actual or alleged violation of any applicable statute, state constitution, city charter, ordinance, administrative order, rule or regulation, or decree of any court relating to this claim of exemption from public records disclosure, including without limitation, any third party challenges. This indemnity shall not supersede or replace any indemnities in this Agreement. Developer further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, challenges or protest, at its sole cost and expense and agrees to bear all other costs and expenses related thereto, even if the claim, challenge or protest is groundless, false or fraudulent. However, the City reserves the right to select counsel of its own choosing. In the event of any conflict between this Section 32 and Section 44, this Section 32 shall govern.

### **Section 33. Approvals and Consents.**

33.1 Wherever in this Agreement the approval or consent of the City (including the City Manager) is required, it is understood and agreed that unless specifically stated to the contrary, such approval or consent may be granted or withheld in the City's reasonable discretion and within a reasonable time. Except as may be otherwise specifically provided herein, the following actions in this Section 33 of this Agreement shall be taken or not taken by the City Manager or City Manager's designee in the discretion of the City Manager or her designee acting reasonably; provided, however, the City Manager or her designee may, in her or his discretion, and without limiting Sections 11.4 or 12.5, request approval from the City Commission in connection with any such actions, in which case Developer shall be entitled to an extension of any Pre-Development Milestones to the extent provided in Sections 11.4 or 12.5.

(a) The exercise of the City's right to approve modifications to the Pre-Development Work, which modifications do not increase the total amount of Allowable Pre-Development Expenses;

(b) The exercise of the City's right to approve modifications to the Pre-Development Schedule;

(c) The exercise of the City's right to approve the Records, the Plans, and all modifications thereto;

(d) The exercise of the City's right to approve modifications to the Pre-Development Budget and the Allowable Pre-Development Expenses, provided such modifications do not increase the total amount of the Allowable Pre-Development Expenses;

(e) The exercise of the City's right to approve the replacement of Key Personnel, provided the City Manager shall take into consideration the skills, experience and qualifications of the proposed replacement personnel;

(f) The exercise of the City's right to approve any remediation work plan, schedule, and budget in connection with the remediation of any Environmental Conditions by Developer;

(g) The exercise of the City's right to approve any payment applications in connection with the remediation of any existing environmental conditions by Developer;

(h) The exercise of the City's right to approve any press releases and other public communication and community outreach;

(i) The exercise of the City's right to execute a joinder in applications for land development approvals which are necessary for Developer to obtain from the City or other governmental authorities, and where such applications require evidence of the consent of the property owner;

(j) The exercise of the City's right to receive and approve or not approve and specify the basis for such disapproval the form of certificates of insurance, policies, limits, and coverages of insurance, and bonds;

(k) The exercise on behalf of the City, the City's right, upon consultation with the City Attorney, to declare a default, establish a reasonable time to cure the default, or determine whether a proposed cure is reasonable. Notwithstanding the foregoing, the right to take enforcement action against Developer is reserved unto the City Commission;

(l) The execution of amendments which seek to clarify language within this Agreement but does not materially or substantially modify the terms or conditions of the Agreement; and

(m) Other provisions of this Agreement as to consents or approvals of the City, unless specified as requiring the consent or approval of the City Commission.

33.2 All decisions set forth in this Agreement to be made by the City Commission and any other decisions as to which the City advises Developer that such consent or approval shall require the consent or approval of the City Commission, shall be made by the City Commission. Except as may be otherwise specifically provided herein, the City Manager shall, where the City Manager's approval or consent is to be given on behalf of the City, approve, approve with stated conditions, or disapprove and specify with specificity the basis for such stated conditions or disapproval within twenty (20) days of the City Manager's receipt of a written request.

33.3 Notwithstanding anything to the contrary contained herein, Developer acknowledges that when the City acts or exercises any rights or obligations under this Agreement, including without limitation the specific approval and consent rights of the City set forth herein, it is doing so in its capacity as the fee owner of the Project Site and not in the exercise of its municipal regulatory authority, and that the role of the City as a municipality (including its regulatory and sovereign powers) is separate and distinct from the role of the City as the fee owner of the Project Site under this Agreement.

#### **Section 34. Notice Requirements.**

34.1 All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if (a) delivered by registered or certified mail, with return receipt requested; (b) delivered personally; or (c) delivered via e-mail (if provided below) and followed by delivery of hard copy; and in any case addressed as follows:

To the City:

Rickelle Williams  
City Manager  
101 N.E. Third Avenue, Suite 2100  
Fort Lauderdale, Florida 33301  
Phone: (954) 828-5959  
E-mail: rickellewilliams@fortlauderdale.gov

With a copy to:

Shari L. McCartney  
City Attorney  
1 East Broward Blvd., Suite 1320  
Fort Lauderdale, FL 33301  
Phone: (954) 828-5940  
E-mail: SMcCartney@fortlauderdale.gov

To Developer:

Holiday Park Parking Partners, LLC,  
c/o CORE Construction Services of Florida, LLC  
Attention: Cody Kiess, President  
1 E Broward Blvd, Suites 205W & 393W  
Fort Lauderdale, FL 33301  
Phone: 1-754-269-6834  
E-mail: codykiess@coreconstruction.com

34.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

**Section 35. Joint Preparation.** Each Party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language in this Agreement expresses the mutual intent of each Party and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one Party than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

**Section 36. Severability.** If any provision of this Agreement, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Agreement, or the application of the remainder of the provisions, shall not be affected. Rather, this Agreement is to be enforced to the extent permitted by Applicable Law. The captions, headings and title of this Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Agreement is to be construed as a separate and independent covenant of the Party who is bound by or who undertakes it, and each is independent of any other provision of this Agreement, unless otherwise expressly provided. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

**Section 37. No Waiver of Sovereign Immunity.** Without limiting the City's obligations hereunder, nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

**Section 38. No Third-Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

**Section 39. Non-Discrimination.** Developer shall not discriminate against any person in the performance of duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

**Section 40. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**Section 41. Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be brought exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. By entering into this Agreement, the City and Developer hereby expressly waive any rights either Party may have to a trial by jury of any civil litigation related to this Agreement or any acts or omissions in relation thereto.

**Section 42. Additional Regulatory Requirements and Restrictions.**

42.1 E-Verify. By entering into this Agreement, Developer, the Project Team and their respective contractors and subcontractors are each obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." Developer affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of Developer; (b) it has required all Project Team member and their respective contractors and subcontractors to this Agreement (or otherwise hired by Developer or any Project Team member in connection with the performance of this Agreement) to register and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor; (c) it has an affidavit from all contractors and subcontractors attesting that the contractor or subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for the duration of this Agreement. If the City has a good faith belief that Developer or any Project Team member has knowingly violated Section 448.09(1), Florida Statutes, then the City shall terminate this Agreement in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination, Developer agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Developer shall be liable for any additional costs incurred by the City because of such termination. In the event it is determined by a

court of competent jurisdiction that the City erroneously terminated this Agreement pursuant to this Section 42.1, such termination shall be deemed to be a Termination for Convenience by the City. In addition, if the City has a good faith belief that a contractor or subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Developer and/or a Project Team member has otherwise complied with its requirements under those statutes, then Developer agrees that it shall, and shall cause any applicable Project Team member to, terminate its contract with the contractor or subcontractor upon receipt of notice from the City of such violation by contractor or subcontractor in accordance with Section 448.095(5)(c), Florida Statutes. Any challenge to termination under this provision must be filed in the Circuit or County Court by the City, Developer, a Project Team member or contractor or subcontractor no later than twenty (20) calendar days after the date of contract termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

42.2 Foreign Country of Concern. By entering into this Agreement, Developer affirms that it is not, and that none of the Project Team members are, in violation of Section 287.138, Florida Statutes, titled Contracting with Entities of Foreign Countries of Concern Prohibited. Developer further affirms that it is not, and that none of the Project Team members are, giving a government of a foreign country of concern, as listed in Section 287.138, Florida Statutes, access to an individual's personal identifying information if: (i) Developer (or applicable Project Team member) is owned by a government of a foreign country of concern; (ii) the government of a foreign country of concern has a controlling interest in Developer (or applicable Project Team member); or (iii) Developer (or applicable Project Team member) is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Section 287.138(2)(a)-(c), Florida Statutes. Developer shall require that the Project Team members and each of their respective contractors and subcontractors affirm compliance with this paragraph and Section 287.138, Florida Statutes.

42.3 Public Entity Crime. Developer further warrants it will neither knowingly utilize the services of, nor contract with, any supplier, subcontractor, or consultant in excess of \$10,000 in connection with the performance of any services in connection with the Project for a period of thirty-six (36) months from the date of such party being placed on the convicted vendor list, and Developer shall require that each Project Team member and each of their respective suppliers, contractors, subcontractors, or consultants affirm that it has not been convicted of a Public Entity Crime, as defined by Section 287.133, Florida Statutes, prior to entering into any such contract.

42.4 Scrutinized Companies. By entering into this Agreement, Developer affirms that it is not on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations in Cuba or Syria, in each case as defined in Section 287.135, Florida Statutes, and Developer shall require that each Project Team member and each of their respective suppliers, contractors, subcontractors, or consultants affirm that it complies with the foregoing prior to entering into any such contract.

42.5 Anti-Human Trafficking. Developer affirms and certifies that neither it, nor any entity engaged by it in connection with this Agreement, is in violation of Section 787.06, Florida Statutes, and that it does not and shall not use "coercion" for labor or services as defined in Section 787.06, Florida Statutes. Developer shall execute and submit to the City an affidavit, of even date herewith, in compliance with Section 787.06(13), Florida Statutes, attached and incorporated herein as Exhibit K. If Developer or any Project Team member fails to comply with the terms of this subsection, the City may suspend or terminate this Agreement immediately, without prior notice, and in no event shall the City be liable to Developer or any Project Team member for any additional compensation or for any consequential or incidental damages.

**Section 43. City as Sovereign.** Notwithstanding and prevailing over any contrary provision in this Agreement, it is expressly understood that the City and City Commission, acting as a governmental authority and as the governing body of the City, retain all of their sovereign prerogatives and rights as public entities of the State of Florida and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature. The City shall not by virtue of this Agreement be obligated to grant any approvals of applications for building, zoning, planning, improving, equipping, or development under present or future laws and ordinances of whatever nature. Any City covenant or obligation that may be contained in this Agreement shall not bind the City Commission, any City zoning or planning board, or any other City, local, federal or state department, authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the applicable governmental authority in the exercise of its police power.

**Section 44. Public Records.**

44.1 IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2025), AS MAY BE AMENDED OR REVISED, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BLVD. SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

44.2 Developer shall, and shall cause the Project Team members to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2025), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if Developer does not transfer the records to the City.

(d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Developer or keep and maintain public records required by the City to perform the service. If Developer transfers all public records to the City upon completion of this Agreement, Developer shall, and shall cause all Project Team members to, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of this Agreement, Developer shall, and shall cause all Project Team members to, meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**Section 45. Survival.** The Parties agree that the respective obligations of Developer and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration hereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**WITNESSES:**

**CITY OF FORT LAUDERDALE, A  
MUNICIPAL CORPORATION  
OF THE STATE OF FLORIDA**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

\_\_\_\_\_  
Print Name Above

By: \_\_\_\_\_  
Rickelle Williams, City Manager

\_\_\_\_\_  
Signature

**Approved as to form and correctness:**

\_\_\_\_\_  
Print Name Above

Shari L. McCartney, City Attorney

By: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
David R. Soloman, City Clerk

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by RICKELLE WILLIAMS, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale. She  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

**WITNESSES:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name Above

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name Above

**HOLIDAY PARK PARKING PARTNERS LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name:

Title:

(CORPORATE SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, the \_\_\_\_\_ of Holiday Park Parking Partners LLC, a Delaware limited liability company, on behalf of such company. He/She  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

**JOINDER TO INTERIM AGREEMENT – ATLANTIC AVIATION**

This Joinder (this “Joinder”) is executed and delivered as of the Effective Date by VertiPorts by Atlantic Aviation (“Atlantic Aviation”) and shall be effective as of the date set forth above.

Atlantic Aviation hereby acknowledges that it has received and reviewed a copy of the Agreement. By executing this Joinder, Atlantic Aviation hereby agrees to be bound by, and subject to, the terms and conditions of the Agreement with respect to the obligations of Atlantic Aviation set forth in the Agreement.

**IN WITNESS WHEREOF**, the undersigned has executed this Joinder as of the date first written above.

**VERTIPOINTS BY ATLANTIC AVIATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, the \_\_\_\_\_ of VertiPorts by Atlantic Aviation, a \_\_\_\_\_, on behalf of such company. He/She  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

**JOINDER TO INTERIM AGREEMENT – CORE CONSTRUCTION**

This Joinder (this “Joinder”) is executed and delivered as of the Effective Date by CORE Construction Services of Florida, LLC (“CORE Construction”) and shall be effective as of the date set forth above.

CORE Construction hereby acknowledges that it has received and reviewed a copy of the Agreement. By executing this Joinder, CORE Construction hereby agrees to be bound by, and subject to, the terms and conditions of the Agreement with respect to the obligations of CORE Construction set forth in the Agreement.

**IN WITNESS WHEREOF**, the undersigned has executed this Joinder as of the date first written above.

**CORE CONSTRUCTION SERVICES OF FLORIDA, LLC**

By: \_\_\_\_\_  
Name: Cody Kiess  
Title: President

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by Cody Kiess, the President of CORE Construction Services of Florida, LLC, a Florida limited liability company, on behalf of such company. He/She  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

## **Exhibit A**

### **Definitions**

When used in the Agreement, the following terms shall have the meaning set forth below:

“Acceptance” or “Approval” or derivative terms of the same shall mean the acceptance or the approval by the City of the relevant Pre-Development Work, to the extent applicable, which acceptance or approval shall be granted, (a) with respect to Pre-Development Work that does not constitute Drawings, to the extent the same meets the requirements specified in Exhibit C, (b) with respect to Drawings, in accordance with the terms of Section 12.3, it being understood that the City will act reasonably in providing such Approval and (c) with respect to any other matters specifically identified in the Agreement. Any uncapitalized use of the terms “acceptance” or “approval” shall have the common contextual meaning associated with the issue.

“Allowable Pre-Development Expenses” has the meaning set forth in Section 13.2 of this Agreement.

“Applicable Law” means any statute, law, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive or other requirement having the force of law or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity, which is applicable to the Project, the work to be performed under the Surface Parking Construction Agreement, the Pre-Development Work or any relevant person, whether taking effect before or after the Effective Date.

“Approved Project Budget” means the target budget for Phase II set forth on Exhibit B, as it may be modified by the City in its sole discretion, including, but not limited to, (a) the anticipated fixed-price or guaranteed-maximum-price design-build amount for Phase II, (b) the amount of the Allowable Pre-Development Expenses and other costs payable to Developer at Financial Close, (c) other costs payable to Developer during construction of Phase II, (d) all architectural, engineering, and other professional design work to be performed by the Project Team for Phase II under this Agreement, (e) the anticipated costs in developing the Vertiport Plans (with the understanding the City will not agree to fund, reimburse, contribute to, or otherwise bear any costs associated with implementing the Vertiport Plans or in developing, constructing or financing the Vertiport Infrastructure), and (f) any other Phase II costs identified therein.

“Authorized Representative” has the meaning set forth in Section 6 of this Agreement.

“Business Day” means any day other than Saturday, Sunday, or a day on which commercial banks in Fort Lauderdale, Florida are authorized or required by applicable law to be closed.

“City Auditor” means the person appointed by the City Commission in accordance with Article IV, Section 4.14, of the City Charter.

“City Code” means the Code of Ordinances of the City of Fort Lauderdale.

“City Manager” means the chief administrative officer of the City in accordance with Article IV, Section 4.05 of the City Charter.

“City Phase I Plans” has the meaning set forth in Section 7 of this Agreement.

“Commercial Close” means the approval by the City Commission of the Comprehensive Agreement.

“Drawings” means the architectural, structural, mechanical, electrical, plumbing, civil and landscape plans, specifications and design documents for Phase II prepared by Developer and/or the any applicable member of the Project Team consistent with the approved Conceptual Plan and submitted to the City for review and approval in accordance with Section 12 of this Agreement, which drawings shall be developed to a level of detail sufficient to serve as the basis for the development of buildable construction documents for the Project and as otherwise required by the Pre-Development Schedule.

“Environmental Laws” means all federal, state, and local laws, statutes, ordinances, regulations, rules, orders, permits, and other governmental requirements relating to pollution, protection of the environment, or human health and safety, including the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, the Clean Water Act, the Clean Air Act, and their state and local counterparts.

“Financial Close” means the first disbursement of financing proceeds for Phase II under the Comprehensive Agreement or related financing documents.

“Good Industry Practice” means the exercise of the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from time to time from a skilled and experienced developer for the performance of the Pre-Development Work, including using, where and if applicable, accepted design and construction standards and criteria normally used on similar projects, and engaged in the same type of undertaking.

“Hazardous Materials” means any substance, material, or waste that is regulated, classified, or otherwise characterized under any Environmental Law as hazardous, toxic, a contaminant, a pollutant, or words of similar meaning or effect, including petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead-based paint, mold, and radioactive materials.

“Key Decision Makers” means, as to the City, the City Manager, and, as to Developer, the individual designated in Exhibit F.

“Major Pre-Development Milestones” means the major milestones identified as such in the Pre-Development Schedule attached as Exhibit C.

“Material Terms” means the essential deal terms for Phase II, including the fixed-price or guaranteed-maximum-price structure, scope and technical specifications, project schedule, financing plan, completion security, any operation and maintenance scope, maintenance pricing and escalation mechanisms, insurance, indemnification, vertiport-related responsibility allocation, and termination rights and remedies.

“PACA Lease” has the meaning set forth in Section 7 of this Agreement.

“Phase I” means the Surface Parking Lot Work and related obligations governed by the Surface Parking Construction Agreement.

“Phase II” means the Pre-Development Work and the proposed development and construction of the municipal parking garage, Fire Rescue/EMS substation, Vertiport Infrastructure and related improvements contemplated by the Comprehensive Agreement.

“Project Team” has the meaning set forth in the Recitals of this Agreement.

“Regulatory Approvals” has the meaning set forth in Section 9 of this Agreement.

“Submittals” means the Reports and the Plans.

“Surface Parking Construction Agreement” means the agreement attached as Exhibit L to this Agreement governing Phase I.

“Surface Parking Lot Work” means the surface parking improvements and related clearing, grading, utility, paving, striping, signage, lighting, landscaping, hardscaping and ancillary work constituting Phase I.

“Termination Payment” means any payment or reimbursement due from City to Developer pursuant to Section 24.

“Unavoidable Delay” is defined as, with respect to each Party, the occurrence and continuing impact of an event, act, omission, condition, or circumstance beyond such Party’s reasonable control of such Party, or persons for whom such Party is responsible, that prevents or delays such Party from performing any of its obligations pursuant to this Agreement, including (i) war (including civil war and revolution), invasion, armed conflict, violent act of foreign enemy, military or armed blockade, or military or armed takeover of the Project Site; (ii) any act of riot, insurrection, civil commotion, act of terror or sabotage that causes direct physical damage to the Project Site; (iii) nuclear explosion, radioactive or chemical contamination of the Project Site; (iv) fire or explosion; (v) earthquake; (vi) hurricane force winds, tornadoes, floods, tsunamis, named windstorms or snow or ice storms that are not ordinarily encountered at the Project Site; (vii) any event resulting in the declaration of a state of emergency; (viii) with respect to the Developer, any delay attributable to the discovery of an Environmental Condition or other condition that requires the cessation of the Pre-Development Work in accordance with Applicable Law; or (ix) a breach or delay in providing a deliverable or an Approval (or disapproval) by the other Party or an unreasonable delay caused by the other Party in resolving a disapproval; provided, however, that (a) within ten (10) days after such Party becomes aware of the Unavoidable Delay, such Party provides written notice to the other Party of the occurrence and expected duration of the Unavoidable Delay, (b) such Party uses commercially reasonable efforts to mitigate the effects of and overcome the Unavoidable Delay, and (c) such Party resumes performance as soon as reasonably practicable after the cause of the Unavoidable Delay is removed or ceases. Notwithstanding the foregoing, an event will not constitute an Unavoidable Delay under this Agreement if such event is otherwise specifically dealt with in this Agreement or arises by reason of any of the following: (1) the gross negligence or willful misconduct of such Party or persons for whom such Party is responsible (the “Related Parties”); (2) any act or omission by such Party or the Related Parties in breach of the provisions of this Agreement; (3) any strike, labor dispute or labor protest directed solely at such Party or any Related Party or caused by or attributable to any act (including any pricing or other practice or method of operation) or omission of such Party or any Related Party; (4) market conditions or economic conditions affecting such Party’s ability to meet its financial obligations or the availability, supply, or cost of labor, equipment and materials, construction equipment and supplies, or commodities, other than as a result of the events described in clauses (i) through (vii) above; or (5) weather conditions, other than the events described in clauses (vi) and (vii) above. Notwithstanding anything to the contrary in this definition, no Party shall be entitled to claim an Unavoidable Delay to the extent that the event, act, omission, condition, or circumstance giving rise to such claimed delay was caused by, contributed to, or could have been reasonably avoided or mitigated by, such Party or its Related Parties, regardless of whether such event would otherwise satisfy the criteria set forth in clauses (i) through (ix) above.

“Vertiport Infrastructure” has the meaning set forth in the Recitals of this Agreement.

“Vertiport Plans” has the meaning set forth in Section 9 of this Agreement.

## Exhibit B

### Phase II Target Budget, Space Program and Conceptual Plans

The project cost is representative of the unsolicited proposal presentation. An estimated cost has not yet been determined. The actual cost will be determined during the Interim Agreement period as the project design advances. The cost below does not include financing costs or City overhead expenses.

Deliverable	Description	City Cost	HPPP Cost
<b>Parking Garage</b>	4 – 6 story structure with ~1,000 spaces.	\$31,387,011	--
<b>Fire / EMS Station</b>	8,000 square foot building with 2 bays.	\$7,096,000	--
<b>Vertiport</b>	eVTOL-ready	--	\$16,000,000
<b>Total</b>		<b>\$38,483,011</b>	<b>\$16,000,000</b>

#### Space Program and Conceptual Plans

Phase II of the project generally consists of a thousand (1,000) space Parking Garage, a Fire Rescue Station with two (2) Apparatus Bays and seven (7) Bunks, a Rooftop eVTOL or Vertiport scope of work, and the north LauderTrail segment along NE 8th Street (from Federal Highway to War Memorial). The multi-level parking garage will be embedded with the Fire/EMS Rescue Station and offer electric vehicle charging stations, smart parking, and bike infrastructure to support the community. Public art, landscaping and access improvements are also included within the Phase II project scope.



## Exhibit C

### Phase II Pre-Development Schedule

Milestone	Completion Date
M1: Execution of Interim Agreement	July 10, 2026
M1.1: Execution of Construction Agreement	July 17, 2026
M2: Phase II – End of Programming	July 24, 2026
M3: Phase II – Completion of Geotech & Phase I	July 24, 2026
M4: DRC / Site Plan Submission*	October 6, 2026
M5: Not Applicable (Phase I – Notice to Proceed)	November 12, 2026
M6: Deliverable #1 (Schematic Design)	November 21, 2026
M7: Deliverable #2 (50% Construction Documents)	January 22, 2027
M8: Phase II – Completion of Bid Set Documents	April 9, 2027
M9: Phase II – Site Plan Approval	May 27, 2027
M10: Deliverable #3 (Fixed Price Proposal)	June 12, 2027
M11: Phase II – Approval of Fixed Price	July 10, 2027
M12: Not Applicable (Phase I – Substantial Completion)	August 12, 2027

## Exhibit D

### Pre-Development Budget of Allowable Pre-Development Expenses for Phase II

	Trend	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26
<b>City Milestone Payments</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,446,477	\$ -
<b>Consortium Pre-Dev Costs</b>		\$ 135,000	\$ 180,000	\$ 180,000	\$ 155,000	\$ 155,000	\$ 145,000	\$ 496,478	\$ 300,000

	Trend	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26
<b>City Milestone Payments</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,446,477	\$ -
M1: Execution of Interim Agreement (IA)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,113,042.92	\$ -
M2: Phase 2 - End of Programming		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 278,261	\$ -
M3: Phase 2 - Completion of Geotech & Phase 1		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,174	\$ -
M4: DRC / Site Plan Submission *		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>M6: Deliverable #1 (Schematic Design)</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>M7: Deliverable #2 (50% Construction Docs)</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
M8: Phase 2 - Completion of Bid Set Docs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
M9: Phase 2 - Site Plan Approval		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>M10: Deliverable #3 (Fixed Price Proposal)</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
M11: Phase 2 - Approval of Fixed Price *		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total City Milestone Payments</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,446,477	\$ -

\*M5 and M12 are Phase 1 milestones

Consortium Pre-Dev Costs									
	Trend	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26
<b>Design-Build Services</b>		\$ 135,000	\$ 180,000	\$ 180,000	\$ 155,000	\$ 155,000	\$ 145,000	\$ 496,478	\$ 300,000
Architecture & Engineering		\$ 25,000	\$ 50,000	\$ 50,000	\$ 25,000	\$ 25,000	\$ 15,000	\$ 150,000	\$ 150,000
Civil Engineering		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 75,000
Survey		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,652	\$ -
Geotechnical		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,782	\$ -
Community Outreach		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,652	\$ -
Dewatering		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Environmental/Phase 1 ESA		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,391	\$ -
Dev/Parking Advisory Services		\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Legal Services		\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Precon Services		\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 30,000
<b>Total Design-Build Services</b>		\$ 135,000	\$ 180,000	\$ 180,000	\$ 155,000	\$ 155,000	\$ 145,000	\$ 496,478	\$ 300,000
<b>Total Consortium Pre-Dev Costs</b>		\$ 135,000	\$ 180,000	\$ 180,000	\$ 155,000	\$ 155,000	\$ 145,000	\$ 496,478	\$ 300,000

Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Totals
\$ -	\$ 875,652	\$ 275,652	\$ -	\$ 475,652	\$ -	\$ -	\$ 486,520	\$ 110,000	\$ 36,956	\$ 24,490	\$ 3,731,400
\$ 305,652	\$ 270,000	\$ 275,652	\$ 230,000	\$ 245,652	\$ 255,000	\$ 121,000	\$ 110,520	\$ 110,000	\$ 36,956	\$ 24,490	\$ 3,731,400

Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Totals
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,113,043
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 278,261
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,174
\$ -	\$ 875,652	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 875,652
\$ -	\$ -	\$ 275,652	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,652
\$ -	\$ -	\$ -	\$ -	\$ 475,652	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 475,652
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 486,520	\$ -	\$ -	\$ -	\$ 486,520
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,000	\$ -	\$ -	\$ 110,000
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,956	\$ -	\$ 36,956
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,490	\$ 24,490
\$ -	\$ 875,652	\$ 275,652	\$ -	\$ 475,652	\$ -	\$ -	\$ 486,520	\$ 110,000	\$ 36,956	\$ 24,490	\$ 3,731,400

Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Totals
\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 200,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ 1,590,000
\$ 50,000	\$ 50,000	\$ 40,000	\$ 25,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 380,000
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,652
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,782
\$ 30,652	\$ -	\$ 30,652	\$ -	\$ 30,652	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,608
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ 16,956	\$ -	\$ 91,956
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,391
\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 15,000	\$ 15,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 14,830	\$ 384,830
\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 16,000	\$ 15,520	\$ 15,000	\$ -	\$ -	\$ 306,520
\$ 30,000	\$ 25,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 9,660	\$ 769,660
\$ 305,652	\$ 270,000	\$ 275,652	\$ 230,000	\$ 245,652	\$ 255,000	\$ 121,000	\$ 110,520	\$ 110,000	\$ 36,956	\$ 24,490	\$ 3,731,400
\$ 305,652	\$ 270,000	\$ 275,652	\$ 230,000	\$ 245,652	\$ 255,000	\$ 121,000	\$ 110,520	\$ 110,000	\$ 36,956	\$ 24,490	\$ 3,731,400

## Exhibit E

### Progress Payment Schedule

Upon acceptance and approval of each milestone deliverable, the City will make payment for the expenses associated with that milestone. The table below memorializes the milestones, the payment amount, and the estimated date that the deliverable will be achieved.

Milestone	Amount	Estimated Date
M1: Execution of Interim Agreement	\$1,446,477	July 2026
M2: Phase II – End of Programming		
M3: Phase II – Completion of Geotech & Phase I		
M4: DRC / Site Plan Submission*	\$875,652	October 2026
M5: Not Applicable (Phase I)	--	--
M6: Deliverable #1 (Schematic Design)	\$275,652	November 2026
M7: Deliverable #2 (50% Construction Documents)	\$475,652	January 2027
M8: Phase II – Completion of Bid Set Documents	\$486,520	April 2027
M9: Phase II – Site Plan Approval	\$110,000	May 2027
M10: Deliverable #3 (Fixed Price Proposal)	\$36,956	June 2027
M11: Phase II – Approval of Fixed Price	\$24,490	July 2027
M12: Not Applicable (Phase I)	--	--
<b>Total</b>	<b>\$3,731,400</b>	

## Exhibit F

### Key Personnel

#### Overview

The individuals listed below will lead the project efforts for Holiday Park Parking Partners including, but not limited to, design-build oversight, project structuring, and operations and maintenance planning, that are required to advance the project and develop a comprehensive agreement.

The parties acknowledge that Holiday Park Parking Partners will reassess the Key Personnel roles and individuals for the Comprehensive Agreement term prior to its execution.

#### Key Personnel

<b>Name</b>	<b>Title</b>	<b>Project Role</b>
Cody Kiess	President, CORE Construction	Program Executive
Roger Baum	Senior Vice President, CORE Construction	P3 Advisor
Ted Cava	Project Director, CORE Construction	Program Manager
Greg Kimmelman	Director of Preconstruction, Stiles	Design Manager
Juan Justinano	Principal, Justin Architects	Design Manager
Rolando Tapanes	Vice President of Business Development – Southeast, VertiPorts by Atlantic	Vertiport Manager

## Exhibit G

### Preliminary Development Timeline for Phase II

The structure design and vertiport infrastructure requirements may impact the overall timeline for the project delivery. The parties will refine the building design features, space programming, and other improvements during the Interim Agreement period. The schedule below is a preliminary project schedule that is subject to change based on the design and City direction.

Construction - Parking Garage	353 days	Thu 1/28/27	Tue 6/13/28
<i>Award Date / N.T.P</i>	<i>0 days</i>	<i>Fri 7/2/27</i>	<i>Fri 7/2/27 75</i>
<i>Early Release for Precast</i>	<i>0 days</i>	<i>Thu 1/28/27</i>	<i>Thu 1/28/27 71,37,38</i>
Precast Parking Garage Submittals / Shop Drawings / Approvals	60 days	Fri 1/29/27	Thu 4/22/27 37,71,38
Precast Parking Garage Fabrications	50 days	Mon 7/5/27	Mon 9/13/27 79,75
<b>Site Preparation</b>	<b>60 days</b>	<b>Mon 7/5/27</b>	<b>Mon 9/27/27</b>
<b>Parking Garage</b>	<b>190 days</b>	<b>Thu 8/19/27</b>	<b>Mon 5/15/28</b>
<b>Fire Station</b>	<b>180 days</b>	<b>Fri 9/17/27</b>	<b>Tue 5/30/28</b>
<b>eVol Terminal</b>	<b>90 days</b>	<b>Tue 12/28/27</b>	<b>Mon 5/1/28</b>
<b>Exterior Ornamentation</b>	<b>110 days</b>	<b>Tue 12/28/27</b>	<b>Tue 5/30/28</b>
<b>Completion</b>	<b>20 days</b>	<b>Tue 5/16/28</b>	<b>Tue 6/13/28</b>

**Exhibit H**

**Environmental Site Information and Any Approved Remediation Scope**

-NONE-

## **Exhibit I**

### **Insurance Requirements**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Developer shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Developer (it being understood that Developer may, to the extent appropriate, satisfy such obligation through its subcontractors). Developer shall provide the City a certificate of insurance evidencing such coverage. Developer's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Developer shall not be interpreted as limiting Developer's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager. All references in this Exhibit I to "Developer" shall mean "Developer and/or the Project Team (as applicable)", as the context provides.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Developer for assessing the extent or determining appropriate types and limits of coverage to protect Developer against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Developer under this Agreement.

The following insurance policies and coverages are required during the term of this Agreement:

#### Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$5,000,000 each claim and \$5,000,000 aggregate.

Developer must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

#### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Developer. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

## Business Automobile Liability/Other Commercial Vehicle Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

If Developer does not own vehicles, Developer shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

## Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. Any person or entity ineligible for a State exemption certificate agree that they are excluded from any benefits, from the City, afforded under Chapter 440, Florida Statutes.

Developer waives, and Developer shall ensure that Developer's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Developer must be in compliance with all applicable State and federal workers' compensation laws.

## Insurance Certificate Requirements

- a. Developer shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Developer shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Developer to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event this Agreement term or any surviving obligation of Developer following expiration or early termination of this Agreement goes beyond the expiration date of the insurance policy, Developer shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend this Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Professional Liability and Workers' Compensation.

- g. The City shall be granted a Waiver of Subrogation on Developer's Workers' Compensation insurance policy.
- h. The title of this Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale

Real Estate, City Manager's Office

401 SE 21st Street

Fort Lauderdale, FL 33316

Developer has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Developer's expense.

If Developer's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Developer may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Developer's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Developer that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until this Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Developer must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Developer's insurance policies.

Developer shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Developer's insurance company or companies and the City's Risk Management office as soon as practical.

It is Developer's responsibility to ensure that any and all of Developer's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Developer. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Developer.

## **Exhibit J**

### **Small, Local, and Disadvantaged Business Participation Plan**

#### Section 1. Purpose and Applicability

This Small, Local and Disadvantaged Business Participation Plan (this “Plan”) is a voluntary plan, not a contractual requirement, that is intended to promote the meaningful inclusion of small, local, and disadvantaged business enterprises in the design, development and construction of the Project in accordance with Section 2-186 of the City Code.

This Plan will be further developed under the Interim Agreement to which it is attached and implemented under the Comprehensive Agreement upon mutual agreement of the parties based upon the results of this Plan.

#### Section 2. Definitions

Capitalized terms used but not defined herein shall have the meanings set forth in the Interim Agreement to which this Plan is attached. The following terms shall have the meanings set forth below:

“Class A Business,” “Class B Business,” and “Class C Business” shall have the meanings assigned in Section 2-186 of the City Code.

“Local Business” means a business meeting the geographic and certification requirements under the Code.

“Disadvantaged Business Enterprise” or “DBE” means a business certified under state or local programs.

“SLDBE” means collectively small, local, and disadvantaged business enterprises eligible under this Plan.

“Utilization” means the total dollar value of subcontracts, purchase orders, or other agreements awarded to SLDBEs as a percentage of total applicable Project costs.

#### Section 3. Outreach and Engagement Requirements

Developer shall, during the Interim Agreement period, implement a pre-development outreach and engagement program designed to identify, engage, and position SLDBEs for participation in the Project under the Comprehensive Agreement.

### 3.1 Preliminary Outreach Strategy

During the Interim Agreement period, Developer shall develop a preliminary outreach strategy, which shall:

- (a) Identify anticipated categories of work suitable for SLDBE participation across design and construction phases;
- (b) Evaluate opportunities to structure work packages to facilitate participation by Class A, Class B, and Class C Businesses;
- (c) Identify potential barriers to participation (e.g., bonding, insurance, scale of work) and potential mitigation approaches; and
- (d) Establish a preliminary framework for outreach, communication, and engagement to be refined prior to execution of the Comprehensive Agreement.

### 3.2 Market Sounding and Industry Engagement

Developer shall undertake market sounding efforts to assess the availability, capacity, and interest of SLDBEs, which may include:

- (a) Conducting one or more outreach or industry engagement events (in-person or virtual) targeting local and disadvantaged businesses;
- (b) Engaging with local business organizations, trade groups, and chambers of commerce;
- (c) Utilizing City-provided or publicly available directories of Class A Business, Class B Business, and Class C Business entities and other SLDBEs; and
- (d) Informally soliciting feedback from potential participants regarding scope packaging, timing, and commercial considerations.

### 3.3 Early Identification of SLDBE Opportunities

Developer shall use commercially reasonable efforts to:

- (a) Identify preliminary scopes of work that may be suitable for SLDBE participation;
- (b) Explore potential teaming arrangements, joint ventures, or subcontracting structures; and
- (c) Engage with prospective SLDBEs to gauge interest in participation in the Project. Any such identifications or discussions shall be non-binding and for planning purposes only.

### 3.4 Outreach Infrastructure

Developer shall establish the foundational elements of an outreach program, which may include:

- (a) Designation of a point of contact or outreach coordinator for SLDBE engagement;
- (b) Development of a communication channel (e.g., website, email distribution list, or similar platform) for sharing Project updates and anticipated opportunities; and

(c) Preparation of preliminary outreach materials describing the Project and potential participation opportunities.

### 3.5 Interim Agreement Commitments

To demonstrate compliance with the commercially reasonable effort requirements of the Interim Agreement, Developer shall cause any Local Businesses working on Interim Agreement phase work to issue a certified letter to the City demonstrating its compliance with Class A Business, Class B Business, or Class C Business requirements.

### Section 4. Non-Discrimination

Developer shall not discriminate on the basis of race, color, national origin, gender, or other protected status

**Exhibit K**

**Form of Anti-Human Trafficking Affidavit**

**AFFIDAVIT**

The undersigned, on behalf of \_\_\_\_\_, a \_\_\_\_\_ (State) \_\_\_\_\_ (Type of Entity), (“Nongovernmental Entity”), under penalty of perjury, hereby deposes and says:

- 1. My name is \_\_\_\_\_.
- 2. I am an officer or authorized representative of the Nongovernmental Entity.
- 3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2023), as may be amended or revised.

Under penalties of perjury, I declare I have read the foregoing Affidavit and that the facts stated are true.

Name of Officer: \_\_\_\_\_ Title: \_\_\_\_\_

Signature of Officer: \_\_\_\_\_

Office Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Main Phone Number: \_\_\_\_\_

FEIN No. \_/\_ - \_/\_/\_/\_/\_/\_/\_/\_

OR

Name of Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Office Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Main Phone Number: \_\_\_\_\_

FEIN No. \_/\_ - \_/\_/\_/\_/\_/\_/\_/\_

**Exhibit L**

**Surface Parking Construction Agreement**

**(see attached)**

CITY OF FORT LAUDERDALE  
CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (“Agreement”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Fort Lauderdale, a Florida municipal corporation (“City”) and CORE Construction Services of Florida, LLC, a Florida limited liability company, (“Contractor”), (“Party” or collectively “Parties”);

**WHEREAS**, the City received a proposal pursuant to Section 255.065, Florida, Statutes, from Holiday Park Parking Partners LLC’s development team for the design, development, construction and delivery of the Project (as supplemented from time to time, the “Developer Proposal”) dated April 9, 2026, as amended on May 28, 2025;

**WHEREAS**, after the competitive bidding process authorized under Section 255.065, Florida Statutes, and applicable City requirements, the City selected the Developer Proposal and the City and Holiday Park Parking Partners LLC entered into that certain Interim Agreement dated as of the date hereof (the “Interim Agreement”);

**WHEREAS**, this Agreement is the “Surface Parking Construction Agreement” contemplated and referred to in the Interim Agreement;

**WHEREAS**, the Contractor has expressed its willingness and capability to perform the necessary work to accomplish the Project; and

**NOW, THEREFORE**, the City and the Contractor, in consideration of the mutual covenants and conditions contained herein and for other good and valuable considerations, the receipt and sufficiency is hereby acknowledged, agree as follows:

**ARTICLE 1 – DEFINITIONS**

Whenever used in this Agreement or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

- 1.1 Agreement – This written Agreement between the City and the Contractor covering the work to be performed including other Contract Documents that are attached to or incorporated in the Agreement.
- 1.2 Application for Payment – The form accepted by the City which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.
- 1.3 Approve – The word approve is defined to mean review of the material, equipment or methods for general compliance with design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the City to verify in every detail conformance with plans and specifications.
- 1.4 Certificate of Substantial Completion – Certificate provided by the City certifying that all Work, excluding the punch list items, has been completed, inspected, and accepted by the City.

- 1.5 Change Order – A written document executed by both Parties ordering a change in the Contract Price or Contract Time or a material change in the Work.
- 1.6 City – The City of Fort Lauderdale, Florida including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, and volunteers, with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.
- 1.7 Contract Documents – The Contract Documents shall consist of this Agreement, Exhibits to this Agreement, Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance, Notice to Proceed, General Conditions, Special Conditions, Technical Specifications, Plans/Drawings, Addenda, all applicable provisions of State and Federal Law and any modification, including Change Orders or written amendments duly delivered after execution of Agreement, Schedule of Completion, Schedule of Values, all amendments, modifications and supplements, work directive changes issued on or after the Effective Date of the Agreement, as well as any additional documents that are required to be submitted under the Agreement.
- Permits on file with the City and/or those permits to be obtained shall be considered directive in nature and will be considered a part of this Agreement. A copy of all permits shall be given to the City for inclusion in the Contract Documents. Terms of permits shall be met prior to acceptance of the Work and release of the final payment.
- 1.8 Contract Price – The amount established in the award by the City Commission, as may be amended by Change Order.
- 1.9 Contract Time – The number of calendar days stated in the Agreement for the completion of the Work. The dates on which the Work shall be started and shall be completed as stated in the Notice to Proceed.
- 1.10 Contractor – CORE Construction Services of Florida, LLC, with whom the City has entered into the Agreement, including but not limited to its employees, agents, representatives, subcontractors, its subcontractors.
- 1.11 Day – A calendar day of twenty-four (24) hours ending at midnight.
- 1.12 Defective – When modifying the word “Work” refers to work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents or has been damaged prior to the Project Manager’s recommendation of final payment.
- 1.13 Effective Date of the Agreement – The effective date of the Agreement shall be the date the City Commission approves the Agreement.
- 1.14 Final Completion Date – The date the Work is completed, including completion of the final punch list, and delivered along with those items specified in the Contract Documents and is accepted by the City.
- 1.15 Hazardous Materials (HAZMAT) – Any solid, liquid, or gaseous material that is toxic, flammable, radioactive, corrosive, chemically reactive, or unstable upon prolonged

storage in quantities that could pose a threat to life, property, or the environment defined in Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act of 1980 and in 40 CFR 300.6. Also defined by 49 CFR 171.8 as a substance or material designated by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated.

- 1.16 Hazardous Substance – As defined by Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act; any substance designated pursuant to Section 311(b) (2) (A) of the Clean Water Act; any element, compound, mixture, solution or substance designated pursuant to Section 102 identified under or listed pursuant to Section 3001 of the Solid Waste Disposal Act {but not including any waste listed under Section 307[a] of the Clean Water Act}; any hazardous air pollutant listed under Section 112 of the Clean Air Act; and any imminently hazardous chemical substance or mixture pursuant to Section 7 of the Toxic Substances Control Act. The term does not include petroleum, including crude oil or any fraction thereof, which is not otherwise specifically listed or designated as a hazardous substance in the first sentence of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).
- 1.17 Hazardous Waste – Those solid wastes designated by OSHA in accordance with 40 CFR 261 due to the properties of ignitability, corrosivity, reactivity, or toxicity. Any material that is subject to the Hazardous Waste Manifest requirements of the EPA specified in 40 CFR Part 262.
- 1.18 Holidays – Those designated non-workdays as established by the City Commission of the City of Fort Lauderdale.
- 1.19 Inspection – The examination of construction to ensure that it conforms to the approved design concept expressed in the permitted plans and specifications. This term shall not be construed to mean supervision, superintending and/or overseeing.
- 1.20 Notice to Proceed – A written notice given by the City to the Contractor authorizing the commencement of the activities identified in the notice or as described in the Contract Documents.
- 1.21 Plans – The official graphic representations of this Project that are a part of the Contract Documents and/or are referred to in the Contract Documents.
- 1.22 Premises (otherwise known as Site or Work Site) – means the land, buildings, facilities, etc. upon which the Work is to be performed.
- 1.23 Project – The construction project described in the Contract Documents, including the Work described therein.
- 1.24 Project Manager – The employee of the City, or other designated individual who is herein referred to as the Project Manager, will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this

Agreement. The Project Manager, or designee, shall be the authorized agent for the City unless otherwise specified.

- 1.25 Punch List – The City’s list of Work yet to be completed or be corrected by the Contractor, before the Final Completion date can be determined by the City.
- 1.26 Record Documents – A complete set of all specifications, drawings, addenda, modifications, shop drawings, submittals and samples annotated to show all changes made during the construction process.
- 1.27 Record Drawings or “As-Builts” – A set of drawings which show significant changes in the work made during construction and which are usually based on drawings marked up in the field and other data furnished by the Contractor. These documents will be signed and sealed by a Professional Engineer or a Professional Land Surveyor licensed in the State of Florida and employed by the Contractor at no cost to the City.
- 1.28 Substantial Completion – That date, as certified in writing by the Contractor and as finally determined by the City in its sole discretion, on which the Work, or a portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that all conditions are in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the City can enjoy use or occupancy and can use or operate it in all respects for its intended purpose.
- 1.29 Work – The construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor’s obligations. The Work may constitute the whole or a part of the Project.

## **ARTICLE 2 – SCOPE OF WORK**

- 2.1 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only part is generally described as follows:

HOLIDAY PARK SURFACE LOT- PHASE 1  
PROJECT NO. P12851

- 2.2 All Work for the Project shall be constructed in accordance with the approved plans and Specifications. The Work generally involves:

The Project includes construction of a surface parking lot with up to 289 parking spaces, including Americans with Disabilities Act (ADA) compliant spaces, in the southwest corner of Holiday Park along G. Harold Martin Drive, south of NE 8<sup>th</sup> Street. Improvements include pavement, striping, drainage, signage, site lighting and landscaping. The additional parking will support multiple uses and facilities within Holiday Park.

At the City’s sole discretion, the Project may also include an add-on option for construction of a portion of LauderTrail Phase 1C, extending from G. Harold Martin Drive to Federal Highway along the south side of NE 8<sup>th</sup> Street. This segment would include a

shared-use path, street lighting, wayfinding signage, and landscaping. Once completed, along with future trail segments, LauderTrail is intended to provide safe and accessible routes to destinations throughout the City.

- 2.3 Within ten (10) days of the execution of the Agreement, the Contractor shall submit a Construction Schedule, Schedule of Values and a listing of all personnel employed. The general sequence of the Work shall be submitted by the Contractor and approved by the City before any work commences. The City reserves the right to issue construction directives necessary to facilitate the Work or to minimize any conflict with operations.

### **ARTICLE 3 – PROJECT MANAGER**

- 3.1 The Project Manager is hereby designated by the City as Caroline Yeakel, whose address is: 101 NE 3<sup>rd</sup> Avenue, Suite 2100, Fort Lauderdale, FL 33301, telephone number: (954) 828 -3760 and email address is [cyeakel@fortlauderdale.gov](mailto:cyeakel@fortlauderdale.gov). The Project Manager will assume all duties and responsibilities and will have the rights and authorities assigned to the Project Manager in the Contract Documents in connection with completion of the Work in accordance with this Agreement.

### **ARTICLE 4 – CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Agreement between the City and Contractor are incorporated herein and attached to this Agreement, and consist of the following:

- 4.1 This Agreement.
- 4.2 Exhibits to this Agreement [Plans (sheets [ ] to [ ] inclusive)].
- 4.3 Public Construction Bond, Performance Bond, Payment Bond and Certificates of Insurance.
- 4.4 Notice to Proceed.
- 4.5 Reserved.
- 4.6 Technical Specifications.
- 4.7 Plans/Drawings.
- 4.8 Addenda number \_\_\_\_\_ through \_\_\_\_\_, inclusive.
- 4.9 All applicable provisions of State and Federal Law.
- 4.10 Schedule of Completion.
- 4.11 All amendments, modifications, supplements, Change Orders, and work directive changes, issued on or after the Effective Date of the Agreement.
- 4.12 Any Additional documents that are required to be submitted under the Agreement.

4.13 Permits on file with the City and or those permits to be obtained shall be considered directive in nature and will be considered a 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. Approved change orders, addenda or amendments.
- b. Specifications and Drawings.
- c. Reserved.
- d. Reserved.
- e. This Agreement dated \_\_\_\_\_, and any attachments.
- f. Schedule of Values.
- g. Schedule of Completion.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to the Project Manager, in writing, within five (5) calendar days, and before proceeding with the Work affected shall obtain a written interpretation or clarification from the City.

Any Work that may reasonably be inferred from the specifications or plans as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such works shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or associations, or to the code of any governmental authority whether such reference be specific or implied, shall mean the latest standard specification, manual or code in effect as of the Effective Date of this Agreement, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor, or any of their agents or employees from those set forth in the Contract Documents.

## **ARTICLE 5 – CONTRACT TIME**

5.1 The Contractor recognizes that TIME IS OF THE ESSENCE. An initial Notice of Proceed shall be issued after the Agreement has been fully executed directing the Contractor to commence administrative work with five (5) calendar days. A second Notice of Proceed directing the Contractor to commence construction Work within five (5) calendar days after issuance of the site permit, building permit and/or any other permits required to commence the Work.

5.2 The Work shall be Substantially Completed within 240 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

- 5.3 The Work shall be finally completed on the Final Completion date and ready for final payment in accordance with this Agreement within 270 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed.

## **ARTICLE 6 – CONTRACT PRICE**

- 6.1 City shall pay Contractor for performance of the Work in accordance with Article 7, subject to additions and deletions by Change Order, as provided for in this Agreement.
- 6.2 The Parties expressly agree that the Contract Price, which shall not exceed the lump sum amount of Four Million Nine Hundred Sixty-One Thousand Five Hundred Thirty-Nine Dollars (\$4,961,539.00), constitutes the total maximum compensation payable to Contractor for performing the Work, plus any Work done pursuant to an approved and fully executed Change Order.
- 6.3 The Parties agree to the following lump sum not-to-exceed prices for the alternatives described herein:

Alternative No. 1: Southern Portion of Laudertrail in the amount of One Million Three Hundred Eighty-Four Thousand Three Hundred Fifty Dollars (\$1,384,350.00).

Alternative No. 2: Northern Portion of Laudertrail in the amount of Seven Hundred Sixteen Thousand Seven Hundred Twenty-Five Dollars (\$716,725.00).

The Alternatives provided are guaranteed for thirty (30) calendar days from the date of this Agreement. Thereafter, Contractor reserves the right to adjust the price as needed.

- 6.4 The Contract Price constitutes the total compensation payable to Contractor for performing the Work plus any Work done pursuant to an approved and fully executed Change Order. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Price.

## **ARTICLE 7 – PAYMENT**

- 7.1 Contractor shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by the City as provided for in this Agreement.
- 7.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's monthly Applications for Payment, which shall be submitted by the Contractor between the first (1<sup>st</sup>) and the tenth (10<sup>th</sup>) day after the end of each calendar month for which payment is requested. All progress payments will be made on the basis of the progress of the Work completed.
- 7.3 Prior to Final Completion, progress payments will be made in an amount equal to ninety-five percent (95%) of the value of Work completed less in each case the aggregate of payments previously made.
- 7.4 Final Payment: Upon final completion of the Work in accordance with this Agreement, the City shall pay Contractor an amount sufficient to increase total payments to one hundred percent (100%) of the Contract Price. However, not less than five percent (5%)

of the Contract Price shall be retained until Record Drawings (as-builts), specifications, addenda, modifications and shop drawings, including all manufacturers' instructional and parts manuals are delivered to and accepted by the City.

- 7.5 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 7.5.1 Defective work not remedied.
  - 7.5.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or City because of Contractor's performance.
  - 7.5.3 Failure of Contractor to make payments properly to subcontractors or for material or labor.
  - 7.5.4 Damage to another contractor not remedied.
  - 7.5.5 Liquidated damages and costs incurred by Consultant for extended construction administration, if applicable.
  - 7.5.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the Project Manager, payment shall be made in whole or in part.

- 7.6 The City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes (2025), as may be amended or revised, provided however, complete and error free pay application is submitted and approved.
- 7.7 The City shall make payment to the Contractor by check.

## **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

In order to induce the City to enter into this Agreement, Contractor makes the following representations upon which the City has relied:

- 8.1 Contractor is qualified in the field of public construction and in particular to perform the Work and services set forth in this Agreement.
- 8.2 Contractor has visited the Work Site, has conducted examinations and represents a familiarization with the nature and extent of the Work and associated Contract Documents, locality, soil conditions, water table condition, moisture conditions and all year-round local weather and climate conditions (past and present), and has determined that the Project can be completed for the Proposed Price submitted within the Contract Time as defined in this Agreement.

If Contractor encounters subsurface or latent physical conditions materially differing from those ordinarily encountered or from conditions indicated in the Contract Documents, Contractor shall promptly notify City. Contractor may be entitled to an equitable adjustment in Contract Time and Contract Price for resulting impacts.

Furthermore, Contractor warrants and confirms that it is totally familiar with, understands and obligates Contractor to comply with all federal, state and local laws, ordinances, rules, regulations and all market conditions that affect or may affect the cost and price

of materials and labor needed to fulfill all provisions of this Agreement or that in any manner may affect cost, progress or performance of the Work.

- 8.3 The Contractor has satisfied itself as to the nature and location of the Work , the general and local conditions of the Project, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, and roads, the conformation and conditions at the ground based on City provided reports, the type of equipment and facilities needed preliminary to and during the prosecution of the Work and all other matters which can in any way affect the Work, schedule, or the cost thereof.
- 8.4 The Contractor has also studied, on its own, investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Works, and finds and has further determined that no conditions exist that would in any manner affect the Proposed Price and that the Work can be completed for the Proposed Price submitted and within the timeframe agreed upon.
- 8.5 Contractor has made or cause to be made, examinations, investigations, tests and studies of such reports and related data in addition to those referred to in Paragraphs 8.2, 8.3 and 8.4 above as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are, or will be, required by Contractor for such purposes.
- 8.6 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data related to the Work with the terms and conditions of the Contract Documents.
- 8.7 Contractor has given City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents related to the Work and the written resolution by City is acceptable to the Contractor.
- 8.8 Labor:
- 8.8.1 The Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.
- 8.8.2 The Contractor shall, at all times, have a competent superintendent, capable of reading and thoroughly understanding the drawings and specifications, as the Contractor's agent on the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work.
- 8.8.3 The Contractor shall designate the superintendent on the job to the City, in writing. The Contractor understands and agrees that the superintendent's physical presence on the job site is indispensable to the successful completion of the Work. If the superintendent is frequently absent from the job site, the Project Manager may deliver written notice to the Contractor to stop work or terminate the Agreement in accordance with Article 17.

8.8.4 Where required and necessary, the Contractor shall, at all times, have a certified “competent person” assigned to the job site. The Contractor shall assign personnel to the job site that have successfully completed training programs related to trench safety, confined space work, and maintenance of traffic (“MOT”). Personnel certified by the International Municipal Signal Associations with Florida Department of Transportation qualifications are required relative to MOT. Any other certifications that may be required by applicable permitting agencies for the Work shall also be complied with by the Contractor. Failure to pursue the Work with the properly certified supervisory staff may result in a notice to stop work or terminate the Agreement in accordance with Article 17.

8.9 Materials:

8.9.1 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of Work.

8.9.2 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. Suppliers shall be selected and paid by the Contractor; the City reserves the right to approve all suppliers and materials.

8.10 Work Hours: Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all Work at the site shall be performed during regular working hours between 8:00 a.m. and 5:00 p.m., Monday through Friday. Unless approved by the City in advance, the Contractor will not perform Work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager’s written consent at least seventy-two (72) hours in advance of starting such Work. For any overtime inspection required by City personnel, the Contractor shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiary obligation of the Contractor and no extra payment shall be made to the Contractor for overtime work. **It shall be noted that the City’s Inspector work hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, and any work requiring inspection oversight being performed outside of this timeframe shall be paid for by the Contractor as Inspector overtime at a rate of \$170.00 per hour.** The cost to the Contractor to reimburse the City for overtime inspection is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Contractor at the actual rate accrued.

8.11 Patent Fee and Royalties: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, or any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. The Contractor hereby expressly binds itself to indemnify and hold harmless the City from all such claims and fees and from any and all suits and action of every name and description that may be brought against City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the

infringement of any and all patents or patent rights claimed by any person, firm corporation or other entity.

- 8.12 Permits: The Contractor shall obtain and pay for all permits and licenses. There shall be no allowance for Contractor markup, overhead or profit for permits and licenses.

The Contractor shall pay all government charges which are applicable at the time of opening of proposals. It shall be the responsibility of the Contractor to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of Work.

- 8.13 Law and Regulations: The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the specifications or plans are in conflict, the Contractor shall give the Project Manager prompt written notice thereof within five (5) calendar days, and any necessary changes shall be adjusted by any appropriate modifications. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules, standards, specifications and regulations, and without such notice to the Project Manager, the Contractor shall bear all costs arising therefrom.

- 8.14 Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of the City of Fort Lauderdale, County of Broward, and the State of Florida.

- 8.15 Contractor Use of Premises: The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits and/or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The Contractor shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Project Manager with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for storage or staging by the Contractor.

The Contractor shall conduct its work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures of work of any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no expense to the City or property owner.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the Project Manager. The Contractor will be responsible for repairing or replacing any trees, shrubs, lawns and landscaping that may be damaged due to careless operation of equipment, stockpiling of materials, tracking of grass by equipment or other construction activity. The Contractor will be liable for or will be required to replace or restore at no expense to the City, all properties and areas not protected or preserved as may be required that is destroyed or damaged.

During the progress of the Work, the Contractor shall keep the premises free from accumulation of waste materials, rubbish and debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents at no cost to the City.

8.16 Project Coordination: The Contractor shall provide for the complete coordination of the construction effort. This shall include, but not necessarily be limited to, coordination of the following:

8.16.1 Flow of material and equipment from suppliers.

8.16.2 The interrelated work with affected utility companies.

8.16.3 The interrelated work with the City where tie-ins to existing facilities are required.

8.16.4 The effort of independent testing agencies.

8.16.5 Notice to affected property owners as may be directed by the Project Manager.

8.16.6 Coordination with and scheduling of all required inspections from all permitting agencies.

8.17 Project Record Documents and Final As-Builts (Record Drawings): Contractor shall be responsible for maintaining up-to-date redline as-built drawings, on site, at all times during construction. All as-built information shall be surveyed and verified by a professional land surveyor registered in the State of Florida. Contractor shall provide the City with a minimum of three (3) sets of signed and sealed record drawings (Final As-builts) and a CD of the electronic drawing files created in AutoCAD 2014 or later. All costs associated with survey work required for construction layout and as-built preparation shall be the responsibility of the Contractor.

8.18 Safety and Protection:

8.18.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

8.18.1.1 All employees working on the project and other persons who may be affected thereby.

8.18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

8.18.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not

designated for removal, relocation or replacement in the course of construction.

8.18.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the Work may affect them at least seventy-two (72) hours in advance (unless otherwise required). All damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and protection of the Work shall continue until such time as all the Work is completed and accepted by the City.

8.19 Emergencies: In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Project Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

8.20 Risk of Loss: The risk of loss, injury or destruction shall be on the Contractor until acceptance of the Work by the City. Title to the Work shall pass to the City upon acceptance of the Work by the City.

8.21 Environmental: The Contractor has fully inspected the Premises and agrees, except as to the presence of any asbestos, to accept the Premises 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 Premises. To the extent not caused by the negligent or intentionally wrongful acts or omissions of Contractor, Contractor and all entities claiming by, through or under the 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, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the Premises. The Contractor shall have no liability for any pre-existing claims or "contamination" on the Premises.

The 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 Premises 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.

The Contractor shall immediately deliver to the Project Manager complete copies of all notices, demands, or other communications received by the 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 Premises which is or could be dangerous to life, limb, property, or the environment.

For other and additional consideration, the Contractor hereby agrees, at its sole cost and expense, to indemnify and hold harmless the City and its respective employees, agents, officials, officers, representatives, contractors and subcontractors 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), but only to the extent directly caused by the actual or alleged negligent acts, errors, omissions, recklessness, gross negligence, willful misconduct, or violation of applicable law by the Contractor, its employees, agents, or subcontractors, arising out of the Contractor's use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of a Hazardous Substance (excluding asbestos) on, under, from, to or about the Premises or any other activity carried on or undertaken on or off the Premises 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, transport, decontamination, cleanup, disposal and/or presence or any Hazardous Substance introduced, released, or exacerbated by Contractor located, transported, or present on, undue, from, to, or about the Premises. Notwithstanding the foregoing, Contractor shall have no obligation to indemnify the City for (a) pre-existing contamination or environmental conditions existing prior to Contractor's commencement of the Work, (b) Hazardous Substances not introduced, released, disturbed, or exacerbated by Contractor, (c) asbestos, lead-based paint, PCBs, contaminated soils, or other Hazardous Substances existing at the Site prior to commencement of the Work except to the extent Contractor negligently causes their release or spread, or (d) claims arising from the negligence, willful misconduct, breach of contract, or statutory violations of the City or parties under the City's control. This indemnity is intended to be operable under 42 U.S.C. Section 9607, as amended or revised, and any successor section to the extent permitted by applicable law and limited to Contractor's proportionate responsibility for the environmental condition giving rise to the claim.

The scope of the indemnity obligations includes, but is not limited to: (a) direct damages actually incurred by the City; (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; provided, however, that the foregoing items (i) through (iii) shall apply only to the extent caused by Contractor's actual or

alleged negligent acts, errors, omissions, recklessness, gross negligence, willful misconduct, or violation of applicable environmental laws, 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, but only to the extent caused by Contractor's acts or omissions and not for pre-existing environmental conditions or conditions caused by the City or third parties not under Contractor's control.

8.22 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any other reason or allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City (except for as listed in items a through d), that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor. However, Contractor may be entitled to an equitable adjustment in Contract Price and Contract Time for delays caused by:

(a) the City's material breach of the Agreement;

(b) active interference by the City, its employees, agents, contractors, or subcontractors;

(c) suspension of the Work by the City exceeding thirty (30) consecutive days; or

(d) differing site conditions.

8.23 No Liens: 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 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 twenty (20) days of the filing or from receipt of written notice from the City.

Additionally, provided the City has paid Contractor for the Work covered by the lien 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 such. 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.

- 8.24 Weather Emergencies: Upon issuance of a hurricane watch by the National Weather Service, the Contractor shall submit to the City a plan to secure the work area in the event a hurricane warning is issued. The plan shall detail how the Contractor will secure the Premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the Premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available, and in the City before, during and immediately after the storm.

Upon issuance of a hurricane warning by the National Weather Service, if the Contractor has not already done so, the Contractor shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost of any clean-up and rework required after the storm will be considered normal construction risk within Florida and shall not entitle the Contractor to any additional compensation. Contractor shall be entitled to request an extension in time for completion of the Work, in accordance with the provisions of Article 15 of this Agreement, equal to the time it is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

- 8.25 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, pandemics, war, act of Governmental Authority, state of emergency, 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 arising therefrom 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 ninety-six (96) hours after such an

occurrence. The Contractor shall use its reasonable efforts to minimize such delays. The Contractor shall promptly provide an estimate of the anticipated additional time required to complete the Project.

- 8.26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assisted Contracts: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Additionally, the Contractor assures that it, the sub-recipient or its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate. This additional language must be included in each subcontract the prime Contractor signs with a subcontractor.

## **ARTICLE 9 – CITY’S RESPONSIBILITIES**

- 9.1 The City shall furnish the data required of the City under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in Article 7.
- 9.2 The City shall provide public rights-of-way and easement, where available, for the installation of conduits, transformers pads and related appurtenances only.
- 9.3 Technical Clarifications and Interpretations:
- 9.3.1 The City shall issue, with reasonable promptness, such written clarifications or interpretations 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 the Contractor fail to request interpretation of questionable items in the Contract Documents, the City shall not entertain any excuse for failure to execute the Work in a satisfactory manner.
- 9.3.2 The 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 event and written supporting data will

be submitted to the other Party within five (5) days after such occurrence. All written decisions of the City on any claim or dispute will be final and binding.

- 9.4 The Contractor shall perform all Work to the reasonable satisfaction of the City in accordance with the Contract Documents. In cases of disagreement or ambiguity, the City shall decide all questions, difficulties, and disputes of whatever nature, which may arise under or by reason of this Agreement or the quality, amount and value of the Work. City's decision shall be binding only unless challenged pursuant to Article 18.
- 9.5 Cancellation For Unappropriated Funds: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

## **ARTICLE 10 – BONDS AND INSURANCE**

- 10.1 Public Construction and Other Bonds: The Contractor shall furnish Public Construction or Performance and Payment Bonds (“Bond”), in an amount equal to 100% of the value as security for the faithful performance and payment of all the Contractor’s obligations under the Contract Documents. These Bonds shall remain in effect until at least one (1) year after the date of Substantial Completion, except as otherwise provided by law. All Bonds shall be furnished and provided by the surety and shall be in substantially the same form as prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department and (iii) otherwise meet the requirements set forth herein that apply to sureties. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.
- 10.1.1 Performance Bond: The Contractor shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price with a surety insurer authorized to do business in the State of Florida as surety, (“Bond”), in accordance with Section 255.05, Florida Statutes (2025), as may be amended or revised, as security for the faithful performance and payment of all of the Contractor’s obligations under the Contract Documents.
- A Corporate Surety Bond legally issued, meeting the approval of, and running to the City in an amount not less than the Contract Price of such improvements, conditioned that the Contractor shall maintain and make all repairs to the improvements constructed by the Contractor at their own expense and free of charge to the City, for the period of one (1) year after the date of acceptance of the Work within such period by reason of any imperfection of the material used or by reason of any defective workmanship, or any improper, imperfect or defective preparation of the base upon which any such improvement shall be laid.
- 10.2 Disqualification of Surety: If the Surety on any Bond furnished by the 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 clauses (i) and (ii) of Paragraph

10.1, the Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the City.

10.3 Insurance:

**Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury, property damage, and personal and advertising injury.
- \$1,000,000 each occurrence and \$2,000,000 aggregate for products and completed operations.

Policy must include coverage for contractual liability and independent contractors.

City, a Florida municipality, its officials, employees, and volunteers are to be included as additional insureds with a CG 20 26 04 13 Additional Insured - Designated Person or Organization Endorsement or similar endorsement providing equal or broader additional insured coverage with respect to liability caused in whole, or in part, by activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, and volunteers.

**Business Automobile Liability**

Proof of coverage must be provided for all owned, hired, scheduled, and non-owned vehicles for bodily injury and property damage in an amount not less than the state of Florida required minimums unless a different amount is required by City ordinance.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of City must provide workers' compensation insurance. Exceptions and exemptions will be allowed by City's Risk Manager if they are in accordance with Florida law.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against City, its officials, employees, and volunteers for all losses or damages. City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable state and federal workers' compensation laws.

## **Insurance Certificate Requirements**

- (a) The Contractor shall provide City with valid certificates of insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in the Phase I Agreement.
- (b) The Contractor shall provide to City a certificate of insurance having a thirty (30) day notice of cancellation and ten (10) days' notice if cancellation is for nonpayment of premium.
- (c) If the insurer is unable to accommodate the cancellation notice requirement, the Contractor shall provide the proper notice in writing by registered mail, return receipt requested, addressed to the certificate holder.
- (d) If the Phase I Agreement term or any surviving obligation of the Contractor goes beyond the expiration date of the insurance policy, the Contractor shall provide City with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance then in effect. City reserves the right to suspend the Phase I Agreement until this requirement is met.
- (e) The certificate of insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate of insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- (f) City shall be included as an additional insured on all liability policies, except professional liability and workers' compensation.
- (g) City shall be granted a waiver of subrogation on the Contractor's workers' compensation insurance policy.
- (h) The title of the Phase I Agreement, bid/contract number, or other identifying reference must be listed on the certificate of insurance.

The certificate holder should read as follows:

City of Fort Lauderdale  
Real Estate - City Manager's Office  
401 SE 21<sup>st</sup> Street  
Fort Lauderdale, Florida 33316

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention, including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including City as an additional insured shall be at the Contractor's expense.

If the Contractor's primary insurance policies do not meet the minimum requirements set forth in the Phase I Agreement, the Contractor may provide evidence of an umbrella or excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance in respect of City's interests for the Phase I Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in the Phase I Agreement shall be deemed unacceptable and shall be considered a breach of this Agreement.

All required insurance policies must be maintained until the Phase I Agreement work has been accepted by City, or until the Phase I Agreement is terminated, whichever is later. Any lapse in coverage may be considered a breach of contract. In addition, the Contractor must provide to City confirmation of coverage renewal via an updated certificate of insurance should any policy expire prior to expiration of the Phase I Agreement. City reserves the right to review, at any time, coverage forms and limits of the Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with the Phase I Agreement to the Contractor's insurance company or companies and City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all applicable requirements stated herein. Any deficiencies are the responsibility of the Contractor. City reserves the right to adjust insurance limits from time to time at its discretion with notice to the Contractor.

### **Construction Phase Property Insurance**

Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builders' risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. This insurance shall include interests of the Owner, the Contractor, Subcontractor and its subcontractors in the Project, and shall include insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements. Such property insurance shall be maintained until a written notice of Substantial Completion, at which time Owner shall install permanent insurance on the property.

Owner and Contractor waive all rights against each other and against all Subcontractors, Sub-subcontractors, Material Suppliers, and the Architect/Engineer, for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the Contractor. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate

agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein.

**NOTE: CITY PROJECT NUMBER, PROJECT NAME AND BID NUMBER MUST APPEAR ON EACH CERTIFICATE, AND THE CITY OF FORT LAUDERDALE MUST BE NAMED ON THE CERTIFICATE AS AN “ADDITIONAL INSURED” ON REQUIRED LIABILITY POLICIES.**

**ARTICLE 11 – WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

- 11.1 Warranty: The Contractor warrants and guarantees to the City that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.
- 11.1.1 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.
- 11.1.2 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.
- 11.1.3 Warranty of Merchantability: The Contractor warrants that any and all equipment to be supplied pursuant to this 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.
- 11.2 Tests and Inspections: Contractor shall retain the services of an independent, certified, testing lab to perform all testing as required by the specifications, contract drawings, and any applicable permitting agency. Contractor shall provide evidence of certification to the City before the work and testing is done. Testing results shall be submitted to the Project Manager for review and approval at the time the results are provided to the Contractor. The Contractor shall give the Project Manager and City Inspector a minimum of twenty-four (24) hours’ advanced notice of readiness of the Work for all required inspections, tests, or approvals and shall notify all applicable permitting agencies in a timely manner based on requirements set forth in the permit documents.
- 11.2.1 Neither observations by the Project Manager nor inspections, tests or approvals by others shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents.
- 11.3 Uncovering Work: If any work that is to be inspected, tested or approved is covered without approval or consent of the Project Manager, it must, if requested by the Project Manager, be uncovered for observation and/or testing. Such uncovering and replacement shall be at the Contractor’s sole expense unless the Contractor has given

the Project Manager timely notice of the Contractor's intention to cover such Work and the Project Manager has not acted with reasonable promptness in response to such notice.

11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraphs 11.2.1 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if it makes a claim therefore as provided in Articles 14 and 15.

11.4 City May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other Party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.

11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City, remove it from the site and replace it with non-defective Work.

11.6 One Year Correction Period After Substantial Completion: If, within one (1) year after the date of substantial completion of Work, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

If the 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, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the City's sole option, prefers to accept

it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contract's Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.

- 11.8 City May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the City may, after seven (7) days' written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the City's representative agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

## ARTICLE 12 – INDEMNIFICATION

- 12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this Agreement.
- 12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:
- 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials 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, suppliers, employees, or laborers; (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; (f) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (g) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee. Contractor shall indemnify City only to the extent claims arise from the actual or alleged negligent acts, errors, omissions, recklessness, gross negligence or willful misconduct of Contractor, its employees, agents, or subcontractors.

12.2.2 Contractor agrees to indemnify, defend, and hold harmless the City, its representatives, agents, employees, and appointed and elected officials, 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 representatives, agents, employees, and appointed and elected officials 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. Contractor shall indemnify City only to the extent claims arise from the actual or alleged negligent acts, errors, omissions, recklessness, gross negligence or willful misconduct of Contractor, its employees, agents, or subcontractors.

12.2.3 To the extent claims arise from the negligent acts, errors, omissions, recklessness, gross negligence or willful misconduct of Contractor, its employees, agents, or subcontractors, 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 for trials and appeals.

12.2.4 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 thereon 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) days of the filing or from receipt of written notice from the City.

Additionally, provided City has paid Contractor for the Work covered by the lien 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 article, paragraph or section of this Agreement, the Contractor shall be liable for the deficiency due the City.

12.2.5 The Contractor and the City agree that Section 725.06(2), Florida Statutes (2025), as may be amended or revised, controls the extent and limits of the indemnification and hold harmless provisions of this Agreement, if any, and that the Parties waive any defects in the wording of this Article that runs afoul of said statutory section.

### **ARTICLE 13 – CHANGES IN THE WORK**

- 13.1 Without invalidating this Agreement, the City may, at any time or from time-to-time order additions, deletions or revisions in the Work through the issuance of a change order or contract amendment. Upon receipt of an approved and fully executed Change Order or Amendment, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. The City reserves the right to add, delete or modify any or all pay items and/or quantities. Adjustments shall be based on a fair and equitable manner per the Contract Documents or mutually negotiated price between the Contractor and City. In the event the Contractor and City cannot come to an agreement on a price or price adjustment, the City shall have the right to complete that item or work by other means without invalidating the Contract. No claim of loss of profit shall be made against the City.
- 13.2 The Project Manager may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the City and the Contractor.
- 13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

### **ARTICLE 14 – CHANGE OF CONTRACT PRICE**

- 14.1 Contract Price shall not exceed that which is agreed to in this Agreement. Any increase to the Contract Price shall be executed through an Amendment to this Agreement or by Change Order and approved by the City Commission.
- 14.2 The Contract Price may only be increased by an approved and fully executed Change Order when Work is modified in accordance with Article 13 and approved by the City in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with supporting data shall be included in the Change Order and delivered

within twenty (20) days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

## **ARTICLE 15 – CHANGE OF THE CONTRACT TIME**

- 15.1 The Contract Time may only be changed by an approved and fully executed Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Project Manager within five (5) business days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated into a written Change Order.
- 15.2 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.
- 15.3 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor (non-affiliated Contractors) shall not give rise to a claim by the Contractor for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.
- 15.4 Rights of Various Interests: Whenever work being done by City's forces or by other contractors is contiguous to or within the limits of work covered by this Agreement, the respective rights of the various interests involved shall be established by the Project Manager to secure the completion of the various portions of the Work in general harmony.

## **ARTICLE 16 – LIQUIDATED DAMAGES**

- 16.1 Except for delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor including but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC and provided that the Contractor is exercising commercially reasonable and diligent efforts to perform and complete the Work and to mitigate the effects of any delay upon failure of the Contractor to complete the Work within the agreed upon and approved time, the Contractor shall pay to the City the sum of Fifteen Hundred Dollars (\$1,500.00) for each and every calendar day that the completion of the Work is delayed beyond the time agreed upon, as fixed and agreed liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both Parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. The City

shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later.

16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, one (1) mobilization or one (1) demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor. However, Contractor may be entitled to an equitable adjustment in Contract Price and Contract Time for delays caused by:

- (a) the City's material breach of the Agreement;
- (b) active interference by the City, its employees, agents, contractors, or subcontractors;
- (c) suspension of the Work by the City exceeding thirty (30) consecutive days; or
- (d) differing site conditions.

## **ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION**

17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than sixty (60) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.

17.2 City's Right to Terminate: The City may terminate this Agreement upon fifteen (15) calendar days' notice upon the occurrence of any one or more of the following events:

17.2.1 If the Contractor makes a general assignment for the benefit of creditors.

17.2.2 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Agreement, whose appointment or authority to take

charge of property of the 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 the Contractor's creditors.

17.2.3 If Contractor fails to begin the Work within fifteen (15) calendar days after the date set forth in the Notice to Proceed, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Project Manager may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same.

17.2.4 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment, after receipt of payment from the City.

17.2.5 If the Contractor repeatedly disregards proper safety procedures.

17.2.6 If the Contractor disregards any local, state or federal laws or regulations.

17.2.7 If the Contractor otherwise violates any provisions of this Agreement.

17.3 If Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the paid for Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all paid for materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.

17.3.1 If after notice of termination of Contractor's notice to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 17.5 below.

17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:

17.4.1 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:

17.4.1.1 In the event the Contractor 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 Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay 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 Contractor 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 Contractor acknowledges that such waiver is done knowingly and voluntarily.

17.4.1.2 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 Contractor in favor of the City.

17.4.1.3 In the event the Contractor files for bankruptcy under Chapter 13 of Title 11, United States Code in addition to the foregoing provisions, the Contractor 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 Contractor 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.

17.4.2 Should this Agreement be entered into and fully executed by the Parties, and the funds have not been forwarded to Contractor, the following shall occur:

17.4.2.1 In the event the Contractor 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 Contractor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Contractor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this 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 Contractor agrees to file a motion to assume this 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 Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

- 17.5 Termination for Convenience: This Agreement may be terminated for convenience in writing by City upon thirty (30) days' written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and accepted by the City and costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. No payment shall be made for profit for work/services which have not been performed or accepted.
- 17.6 Where the Contractor's service has been so terminated by the City, the termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.
- 17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

## **ARTICLE 18 – DISPUTE RESOLUTION**

- 18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under, or by reason of, the Contract Documents which cannot be resolved by mutual agreement of City Project Manager and Contractor shall be submitted to the City Manager or his designee and Contractor's representative for resolution. Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after final completion of the Work, the Parties shall participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this Article, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.
- 18.1.1 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 18.1.2 During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and

adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

18.1.3 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

## ARTICLE 19 – NOTICES

19.1 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:

To the City:

Caroline Yeakel, Project Manager II  
City of Fort Lauderdale  
101 NE 3<sup>rd</sup> Avenue, Suite 2100  
Fort Lauderdale, Florida 33301  
Telephone: (954) 828-3760  
E-mail: [cyeakel@fortlauderdale.gov](mailto:cyeakel@fortlauderdale.gov)

with copies to:

City Manager  
City of Fort Lauderdale  
101 NE 3<sup>rd</sup> Avenue, Suite 2100  
Fort Lauderdale, Florida 33301

City Attorney  
City of Fort Lauderdale  
1 East Broward Boulevard, Suite 1320  
Fort Lauderdale, Florida 33301-1016

To the Contractor:

Cody Kiess  
President  
CORE Construction Services of Florida, LLC  
1 East Broward Boulevard, Suite 205W  
Fort Lauderdale, Florida 33301-1016  
E-mail: [codykiess@coreconstruction.com](mailto:codykiess@coreconstruction.com)

## ARTICLE 20 – LIMITATION OF LIABILITY

- 20.1 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 this Agreement, so that the City's liability for any breach never exceeds the sum of One Thousand Dollars (\$1,000.00). For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of One Thousand Dollars (\$1,000), which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes (2025), as may be amended or revised, or to extend the City's liability beyond the limits established in said Section 768.28, Florida Statutes (2025), as may be amended or revised; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest. Nothing contained in this paragraph in any way intended either to be a waiver of the Contractor's right to seek and obtain an equitable adjustment to the Contract Price and Contract Time, as stated herein.
- 20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, one (1) mobilization or one (1) demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

## ARTICLE 21 – GOVERNING LAW; WAIVER OF JURY TRIAL

- 21.1 The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF**

**VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

## **ARTICLE 22 – MISCELLANEOUS**

- 22.1 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 the Contractor and all of the rights and remedies available to the 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, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.
- 22.2. The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not agents or employees of the 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 constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 22.4 The City reserves the right to audit the records of the Contractor relating in any way 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 the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions 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.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht

Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2025), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2025), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2025), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2025), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2025), as may be amended or revised.

By submitting a bid or response, the company, principals, or owners certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

22.8 Public Entity Crimes: In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2025), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2025), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

22.9 Attorney Fees: If City or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

22.10 Public Records:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2025), TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING**

**TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), (954) 828-5002, CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2025), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the 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 this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

22.11 Non-Discrimination: The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

22.12 E-Verify: As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2025), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2025), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2025), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Paragraph 448.095(5)(c), Florida Statutes (2025), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2025), as may be amended or revised.

22.13 Anti-Human Trafficking: As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor

does not use coercion for labor or service as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

- 22.14 Foreign Countries of Concern: As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit on a form approved by the City and signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in paragraphs (2)(a)(c) of Section 287.138, Florida Statutes (2025), as may be amended or revised.
- 22.15 Default: In the event the Contractor fails to comply with the provisions of this Agreement, the City may declare the Contractor in default and notify it in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed five (5) calendar days unless otherwise agreed to by the parties. In such event, the Contractor shall only be compensated for any services completed as of the date written notice of default is served.
- 22.16 Severability: If any portions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provisions had not been included.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**CITY**

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

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: \_\_\_\_\_  
RICKELLE WILLIAMS

City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
DAVID R. SOLOMAN  
City Clerk

Approved as to Legal Form and Correctness:  
Shari L. McCartney, City Attorney

By: \_\_\_\_\_  
RHONDA MONTOYA HASAN  
Senior Assistant City Attorney

**CONTRACTOR**

WITNESSES:

CORE CONSTRUCTION SERVICES OF FLORIDA,  
LLC, a Florida limited liability company

\_\_\_\_\_

\_\_\_\_\_  
[Witness print/type name]

By: \_\_\_\_\_  
(Name)  
(Title)

\_\_\_\_\_

\_\_\_\_\_  
[Witness print/type name]

ATTEST:

By: \_\_\_\_\_  
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ as \_\_\_\_\_ of CORE Construction Services of Florida, LLC, a Florida limited liability company.

(SEAL)

\_\_\_\_\_  
(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 M

### Parking-Assets and Phased-Scope Description

The construction period for the surface parking lot and the parking garage directly impacts the number of readily available parking spaces within Holiday Park. To mitigate the impacts, the parties acknowledge:

1. FCHP will complete the surface parking lot construction before any parking garage construction efforts begin, unless otherwise coordinated with the City.
2. FCHP shall use good faith efforts to contain the construction laydown areas and/or equipment storage areas to mitigate the number of impacted parking spaces available for public use.
3. During the surface lot construction period, the southernmost portion of the property will be utilized as temporary parking. FCHP shall make improvements as needed to ensure safe and reasonable temporary parking accommodations. FCHP shall restore the temporary parking improvements as directed by the City. The cost for the temporary parking improvements and restoration is included as eligible pre-development expenses. The City is responsible for parking permissions and can use the Temporary Parking Improvement Areas at any time.



## Exhibit N

### Vertiport Requirement Matrix and Responsibility Allocation

The vertiport infrastructure is the responsibility of Holiday Park Parking Partners to fund, design, construct, and operate and maintain. The project elements will be refined during the Interim Agreement period, and the long-term relationship between the parties will be memorialized in a separate agreement. The table below memorializes the roles and responsibilities of the parties to deliver the vertiport infrastructure.

As the garage design and the vertiport design are independent efforts, CORE Construction along with Clarence Capital, will be responsible for the party coordination and delivery of a unified structure.

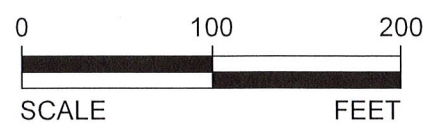
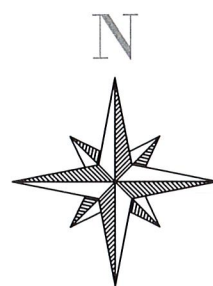
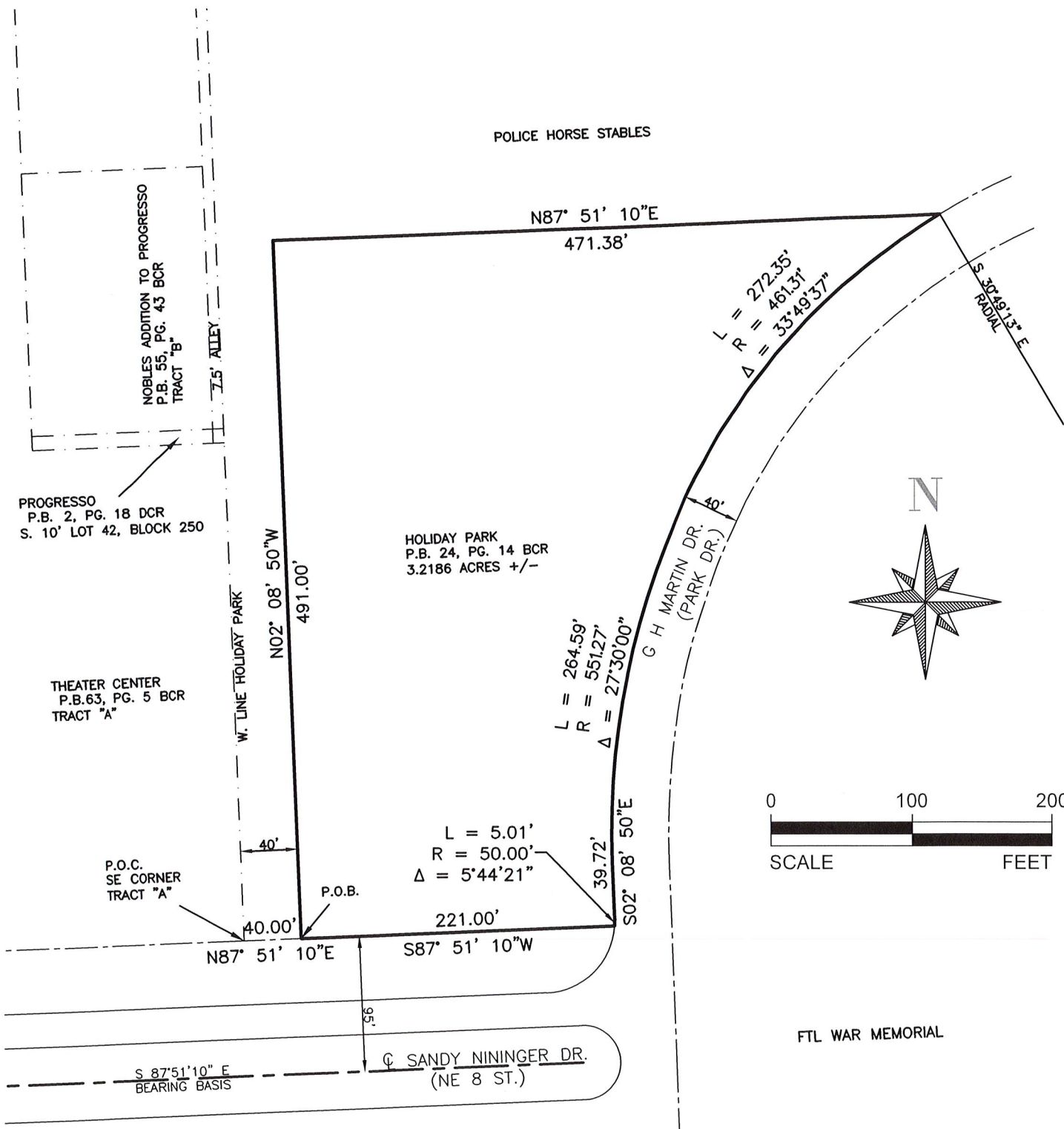
<b>Responsibility</b>	<b>Party</b>
Vertiport Infrastructure Financial Obligation	Atlantic Aviation
Garage and Vertiport Coordinator	CORE Construction Clarence Capital
Vertiport Design	Atlantic Aviation (via AECOM)
Garage Design	Justin Architects
Vertiport and Garage Construction	CORE Construction
Vertiport Lessor	City of Fort Lauderdale
Vertiport Lessee	Atlantic Aviation
Operations & Maintenance	Atlantic Aviation

**SCHEDULE 1**

**Legal Description or Depiction of Project Site**

**(see attached)**

# SKETCH AND DESCRIPTION



**LEGEND:**

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.B. = PLAT BOOK
- PG. = PAGE
- R/W = RIGHT OF WAY
- BCR = BROWARD COUNTY RECORDS
- DCR = DADE COUNTY RECORDS
- L = ARC LENGTH
- R = RADIUS
- Δ = ANGLE
- Ⓢ = CENTERLINE
- N.T.S. = NOT TO SCALE

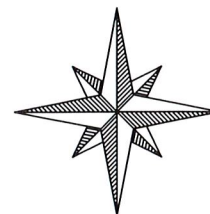
THIS IS NOT A SURVEY

SHEET 2 OF 2

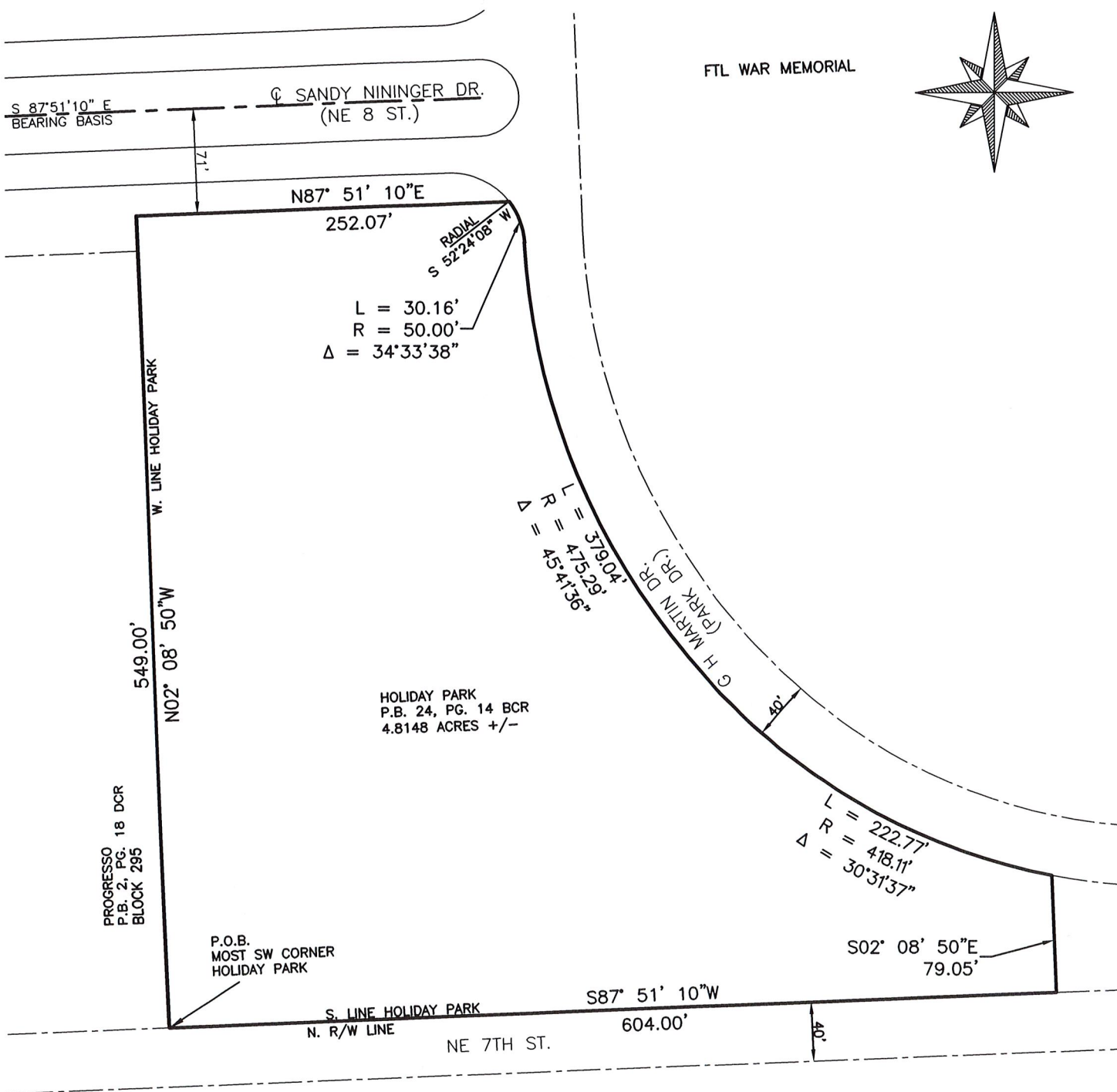
CITY OF FORT LAUDERDALE		
EXHIBIT A		
HOLIDAY PARK		
PARKING GARAGE LICENSE AGREEMENT		
BY: M.D.	ENGINEERING	DATE: 3/27/26
CHK'D E.R.	DIVISION	SCALE: 1" = 100'

# SKETCH AND DESCRIPTION

N

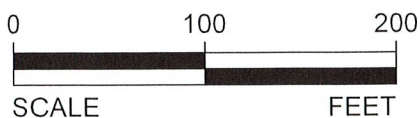


FTL WAR MEMORIAL



THIS IS NOT A SURVEY

SHEET 2 OF 2



CITY OF FORT LAUDERDALE

EXHIBIT A

HOLIDAY PARK

LICENSE AGREEMENT

BY: M.D.	ENGINEERING	DATE: 3/27/26
CHK'D E.R.	DIVISION	SCALE: 1" = 100'

Exhibit 1