

INTERIM AGREEMENT

CITY OF FORT LAUDERDALE, FLORIDA,
a Florida municipal corporation

AND

FTL CITY HALL 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 **FTL CITY HALL 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 at 100 N Andrews Avenue Fort Lauderdale, Florida, containing approximately 1.70 acres (the "Project Site") upon which City desires to construct an integrated City Hall facility accommodating administrative and legislative functions, including City Commission chambers, public service areas, offices, greenspace and other open space, and parking improvements (collectively, the "Project");

WHEREAS, on May 15, 2025, the City received an unsolicited proposal (the "Unsolicited Proposal") for the design, development, financing, construction, operation, and maintenance of the Project on the Project Site;

WHEREAS, on June 3, 2025, the City Commission of the City of Fort Lauderdale (the "City Commission") adopted Resolution No. 25-96 establishing a sixty (60)-day competitive period for alternative proposals for the Project, which competitive period commenced on June 6, 2025, with the publication of a formal notice seeking alternative proposals for the Project, and closed on August 5, 2025;

WHEREAS, prior to the expiration of the sixty (60)-day competitive period, the City received six (6) proposals, including a proposal from Developer's consortium (as supplemented from time to time, the "Developer Proposal"), for the Project;

WHEREAS, on October 7, 2025, the City Commission shortlisted the four (4) highest-ranked proposers for continued evaluation, and requested supplemental information from the shortlisted proposers (the "Request for Supplemental Information");

WHEREAS, the Request for Supplemental Information requested flexibility from the proposers with respect to the final structure for delivery of the Project, including allowing the City to retain responsibility for the financing and/or maintenance of the Project;

WHEREAS, on December 2, 2025, the City Commission adopted Resolution No. 25-231, wherein the City selected Developer's consortium as the highest ranked proposer for the delivery of the Project, and authorized negotiations for a proposed interim agreement pursuant to Section 255.065, Florida Statutes;

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, on April 21, 2026, the City Commission discussed the Project and concluded that the City desired to provide all of the required financing for the Project, with no equity contribution from the Developer;

WHEREAS, the City and Developer have negotiated and desire to enter into this Agreement to establish the framework for the Parties to: (a) further develop the details of the Project; (b) establish a productive working relationship between themselves and other stakeholders in the Project; (c) perform and finance the Pre-Development Work (as defined below) for the Project; (d) establish the fixed-price design-build and maintenance parameters for the Project; and (e) establish the parameters for the negotiation, and the City Commission review and approval, of a comprehensive agreement between the City and Developer to complete the Project (the "Comprehensive Agreement");

WHEREAS, the Parties desire to enter into this Agreement for the limited purpose of evaluating the feasibility, structure, and terms of a potential Comprehensive Agreement, without obligating the City to proceed with development of the Project; and

WHEREAS, Developer desires to perform the services set forth in this 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 the Parties' continued evaluation of the Project and development and negotiation of the Comprehensive Agreement to accomplish the Project as contemplated in the Developer Proposal. The City hereby engages Developer to perform the Pre-Development Work for the Project 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 design-build budget for the Project, together with a post-completion maintenance proposal, subject to Project 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, Approved Project Budget, Space Program and Building Design Concept at Effective Date;
- (c) Exhibit C, Pre-Development Schedule;
- (d) Exhibit D, Pre-Development Budget of Allowable Pre-Development Expenses;
- (e) Exhibit E, Progress Payment Schedule;
- (f) Exhibit F, Key Personnel;
- (g) Exhibit G, Preliminary Project Schedule;
- (h) Composite Exhibit H, Environmental Site Assessment Report and Remediation Proposal;
- (i) Exhibit I, Insurance Requirements;
- (j) Exhibit J, Small, Local, and Disadvantaged Business Participation Plan; and
- (k) Exhibit K, Form of Anti-Human Trafficking Affidavit.

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 twelve (12) 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 one or more additional periods not exceeding a cumulative total of twenty-four (24) months, inclusive of the initial twelve (12)-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) days prior to expiration of the then-current Term. The non-requesting Party must respond in writing to an Extension Request within ten (10) Business Days of receiving an Extension Request. If the non-requesting Party withholds its consent to an Extension Request or fails to respond to an Extension Request within such ten (10) Business Day period, the requesting Party has the right to request a meeting of the Key Decision Makers to discuss the matter by delivering a written meeting request to the non-requesting Party within five (5) Business Days of receiving the non-requesting Party's written notice of withholding its consent to the Extension Request, or within five (5) Business Days after the ten (10) Business Day-period in the event the non-requesting party fails to timely respond to the Extension Request.

If the requesting Party timely delivers the meeting request to the non-requesting Party, the Parties must meet to discuss the Extension Request at a mutually agreeable time within ten (10) Business Days of the non-requesting Party's receipt of the meeting request. If the non-requesting Party does not agree to the Extension Request after that meeting, 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.

5.4 Notwithstanding anything contained in this Agreement to the contrary, the City shall have the right, in its sole discretion, to toll and suspend all time periods, milestones, deadlines, and obligations under this Agreement by delivery of written notice to Developer, and all such time periods, milestones, deadlines, and obligations shall be extended by the number of days set forth in the City's written notice to Developer.

Section 6. Developer Responsibilities. Developer is the single party contracting with the City. Developer shall be wholly responsible to the City for the performance of its obligations under this Agreement, and assumes any and all liabilities allocated expressly to the Developer under this Agreement, notwithstanding Developer's representation of the existence of other team participants and related entities.

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. For the avoidance of doubt, all final decision making authority with respect to the design, development, construction, financing and maintenance of the Project shall rest with the City. 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.

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.

Section 9. Pre-Development Work.

9.1 In furtherance of the Project, 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 intended to support the evaluation of Project feasibility and to facilitate negotiation of a Comprehensive Agreement for the Project on a fixed-price design-build basis with post-completion maintenance by Developer as set forth herein.

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 Law. 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 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.

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 Developer and the City shall complete their respective milestones for the Pre-Development Work on or prior to the corresponding deadline 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.

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 the Project, 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 not be required to commence work toward achievement of the Major Pre-Development Milestones, and no failure to achieve any Major Pre-Development Milestone during such period shall constitute a Developer Default. The Pre-Development Schedule shall be deemed to account for the Scope Finalization Period, and any Major Pre-Development Milestone deadlines shall be measured from the expiration of the Scope Finalization Period (or the date of mutual written approval of the Final Scope, whichever is earlier). Developer shall, during the Scope Finalization Period, 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, 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 Law. 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 Article 11 or in Article 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 is subject to alternate design concept options during the Scope Finalization Period and further refinement during the design and plans approval process under this 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 consistent with the Approved Conceptual Plan, appropriate for Pre-Development Work (i.e. recognizing additional Drawings and advancement of the design is to occur under a Comprehensive Agreement) and, in any event, as outlined in the Pre-Development Schedule. 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.

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 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. 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.

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 In the event the Project achieves Commercial Close, 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 costs and expenses incurred by Developer pursuant to the Site Access Lease (as defined below) and other costs and expenses set forth in the Pre-Development Budget that the Developer incurred while proceeding to advance the Pre-Development Work at risk prior to the Effective Date (collectively, "Allowable Pre-Development Expenses") shall be included in the total cost of the development of the Project. 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 balance of unpaid Allowable Pre-Development Expenses shall be reimbursed at Financial Close. Developer acknowledges and agrees that Allowable Pre-Development Expenses shall not include fees paid to lobbyists or political advisors or other fees not set forth in the Pre-Development Budget or otherwise approved by the City in writing.

13.3 Developer shall submit to the City, no later than the fifteenth (15th) day of each calendar month, a written report setting forth all costs and expenses incurred by Developer in connection with the Pre-Development Work through the end of the preceding month. Each such report shall include an itemized accounting of all such costs and expenses, together with a comparison of cumulative actual expenditures to the Pre-Development Budget, including any variances therefrom. Developer may only claim costs and expenses as Allowable Pre-Development Expenses if such costs and expenses were included in a monthly report submitted pursuant to this Section. Any cost or expense not included in a monthly report shall be deemed waived and shall not be recoverable as an Allowable Pre-Development Expense, regardless of whether such cost or expense would otherwise qualify; provided, however, that if Developer demonstrates that a cost or expense was not timely reported solely because a third-party consultant or contractor failed to submit such cost or expense to Developer prior to the applicable monthly reporting deadline, Developer may include such cost or expense in the next succeeding monthly report together with a written explanation of the delay, and such cost or expense shall not be deemed waived so long as it is reported no later than sixty (60) days after the end of the month in which such cost or expense was originally incurred; provided, however, that the foregoing sixty (60) day deadline shall not apply to Allowable Pre-Development Expenses incurred prior to the Effective Date that are included in the Developer's first monthly submission pursuant to this Section 13.3. Notwithstanding the foregoing, the Parties acknowledge that design

costs incurred will be calculated on the basis of the percentage of design work that is completed at the time of determination and, as a result, more detailed line items or breakdowns with respect to the design work may not be available. The monthly reports are intended to keep the City informed of the actual Project expenditures and shall not be perceived or interpreted as Progress Payment requests. Within thirty (30) days following termination of this Agreement for any reason, Developer shall deliver to the City a final written report setting forth all Allowable Pre-Development Expenses incurred through the date of termination. After the City makes Progress Payments, the next monthly report shall include a credit amount to offset the associated expenses so that the running total of the monthly report submissions accurately reflect the outstanding expenditure balance.

13.4 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.

13.5 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 set forth on Exhibit E (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 in accordance with the Florida Prompt Payment Act, Part VII of Chapter 218, Florida Statutes. All payments shall be subject to the requirements, limitations, and timelines set forth in the Florida Prompt Payment Act, and interest, if any, shall accrue only to the extent required by such Act. Notwithstanding the foregoing, the aggregate amount of Progress Payments shall not exceed the Pre-Development Budget. In the event that any City requested changes to the Pre-Development Work cause Developer to incur additional third-party costs not contemplated in the Pre-Development Budget (the "Additional Third-Party Costs"), prior to incurring such Additional Third-Party Costs, Developer shall first submit an estimate for such Additional Third-Party Costs to the City for review and approval. Following the City's written approval of such Additional Third-Party Costs, the City shall either pay such amounts as additional Progress Payments in accordance with this Section 13.5, or at Financial Close.

13.6 Except to the extent (a) Progress Payments are due from the City to Developer pursuant to Section 13.5 or (b) a Termination Payment is due from the City to Developer as set forth in Section 23, 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 shall be structured as a fixed-price agreement for the design and construction of the Project, together with an agreed price, scope, and term for the post-completion maintenance of the Project. The City shall be solely responsible for all Project financing, including the type, structure, terms, and conditions of any debt or other financing for the Project. Developer shall have no approval or consent right with respect to any aspect of the City's financing.

14.2 The Comprehensive Agreement shall require Developer to maintain the Project following substantial completion for a minimum term of ten (10) years (the "Maintenance Term") at a price to be agreed upon by the Parties in the Comprehensive Agreement, subject to annual escalations as set forth therein. The scope of Developer's maintenance obligations shall be as agreed by the Parties in the Comprehensive Agreement.

14.3 Developer shall have no obligation to provide, arrange for, or procure any financing or equity for the Project. Developer's sole obligations with respect to the Project shall be the design and construction of the Project at the agreed fixed price and the performance of maintenance services during the Maintenance Term.

14.4 Developer shall cooperate fully and in good faith with the City and the City's financial advisors in connection with the structuring and closing of the City's 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 advisors. 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.

Section 15. Life Cycle Consulting Services.

15.1 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 the Project, including analysis of long-term maintenance, repair, and replacement costs associated with proposed building systems, materials, and components, and (b) recommendations as to changes to the design and construction of the Project that could reduce overall Project costs, including life cycle costs (collectively, the "Life Cycle Consulting Services"). The Life Cycle Consulting Services shall be provided on an hourly rate basis at rates to be negotiated and agreed upon by the City and Developer for each request.

Section 16. Key Personnel.

16.1 During the Term, Developer shall retain, employ and utilize the individuals listed as key personnel in Exhibit F (the "Key Personnel"). 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 phone and cell phone numbers and email addresses for all Key Personnel. Developer shall provide to the City two (2) Key Personnel, namely, Cody Kiess and Roger Baum, who the City can contact as required (both during and outside business hours), and who will have access to other Key Personnel as necessary.

16.5 To the extent Developer proposes 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 duration 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 Law, including, without limitation, Chapter 17 of the City Code and any and all reasonable safety, operational, and security procedures and guidelines that the City may reasonably establish on a case-by-case basis. The 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. Notwithstanding the foregoing, Developer acknowledges that the City has provided access to the Project Site to the Developer's affiliate under a Lease dated March 5, 2026 (the "Site Access Lease"), for purposes of performing Due Diligence prior to the commencement of the Term. The Parties acknowledge and agree that the Site Access Lease is now terminated and that, as of the Effective Date, Developer's Due Diligence activities shall be governed by this Agreement.

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 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 or Developer's 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 other than the Existing Environmental Conditions (as defined below) (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 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. Preliminary Project Schedule.

18.1 Attached as Exhibit G is a preliminary schedule for the Project that specifies the duration for Project activities necessary to achieve the timely completion of the Project (the "Preliminary Project Schedule"). The Parties acknowledge that changes contemplated in Section 9.4, as well as the results of Developer's Due Diligence, the negotiation of the Comprehensive Agreement, and the completion of other Pre-Development Work may inherently result in changes reflected in the Preliminary Project Schedule. Developer shall work diligently to mitigate the impact of expected delays in the Preliminary Project Schedule.

18.2 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 19. Negotiation of Comprehensive Agreement.

19.1 So long as this Agreement is in effect, Developer shall have the exclusive right to negotiate the Comprehensive Agreement with the City to design, construct, and maintain the Project. Developer is aware and acknowledges that, during the Term of this Agreement, the City may explore real estate opportunities to purchase an existing building for the Project. Such exploration shall not be deemed a conflict with Developer's exclusivity in negotiating the Comprehensive Agreement. Notwithstanding the foregoing, in the event the City Commission authorizes the Administration to negotiate a purchase and sale agreement for an existing building, the City shall terminate this Agreement prior to entering into any such purchase and sale agreement, and such termination shall be considered a Termination for Convenience.

19.2 The Parties shall work diligently, in good faith, to negotiate and prepare a mutually agreeable form of Comprehensive Agreement for the Project structured as a fixed-price design-build agreement with post-completion maintenance by Developer, incorporating the principles and agreements discussed between the Parties during the negotiations, including, without limitation, the scope, term, fixed design-build price, performance standards, maintenance obligations, maintenance pricing and escalations, and payment schedule. However, neither Party will be bound, obligated, or liable as a result of such negotiations prior to execution of any such 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 any work to be performed in accordance thereto, obligate the City or Developer to enter into a Comprehensive Agreement.

19.3 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; and

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

19.4 The Parties acknowledge and agree that the Reports prepared by the Developer under this Agreement, as Accepted by the City in accordance with Section 11, shall serve as the baseline for geotechnical conditions, hazardous materials and the presence of utilities on the Project Site and establish the assumed site conditions for purposes of the Comprehensive Agreement's differing site conditions provisions. To the extent that actual site conditions materially differ from those set forth in the Reports (except to the extent such site

condition could reasonably have been identified or discovered prior to Developer's proposal under this Agreement by an appropriately qualified and experienced contractor or engineer exercising due care and skill and Good Industry Practice, any publicly available and/or reasonably discoverable information, and any site investigations of the Project Site performed under this Agreement), the Parties shall negotiate in good faith appropriate time extensions and/or relief from impacted performance necessitated by such differing site conditions.

19.5 Except as may be provided in the Comprehensive Agreement, this Agreement shall be superseded and replaced once the Comprehensive Agreement is executed.

19.6 Except as specifically provided in Sections 13 and 23 and elsewhere in this 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 20. Developer Representations and Warranties.

20.1 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.

Section 21. City Representations and Warranties.

21.1 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 and there are no agreements, encumbrances or restrictions affecting the Project Site that would materially impair Developer's ability to perform the Pre-Development Work in accordance with this Agreement.

Section 22. Termination.

22.1 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 25.

22.2 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").

22.3 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 Developer's parent entity, 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 its parent entity, 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.

22.4 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.

22.5 This Agreement shall automatically terminate upon Commercial Close.

22.6 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 23. Termination Payment.

23.1 In the event of (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.

23.2 In the event of expiration of the Term without City Commission approval on the Comprehensive Agreement and Developer does not agree to an Extension Request by 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 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.

23.3 In the event of termination of this Agreement by City due to any Developer Default, which Developer Default is not cured within any applicable notice and cure period, the City shall have no further obligation to reimburse or otherwise pay Developer for any expenses incurred by Developer, including Progress Payments for costs associated with Pre-Development Work or any Allowable Pre-Development Expenses and the City shall have the right to exercise any remedies available to it at law or in equity as a result of such Developer Default.

23.4 In the event of Non-Feasibility Termination of this Agreement by Developer, the City shall have no obligation to reimburse or otherwise pay Developer for any expenses

incurred by Developer, including costs associated with Pre-Development Work or any Allowable Pre-Development Expenses.

23.5 In the event the City is required to reimburse Developer for any Allowable Pre-Development Expenses pursuant to this Section 23, 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 25, (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 25, the City shall have no obligation to reimburse any costs incurred after delivery by the 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.

23.6 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 of 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. City 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 Interim Agreement, Comprehensive Agreement or the Developer's delay or failure to enter into the same.

Section 24. Ownership of Documents. Upon termination of this Agreement, all finished or unfinished documents, plans, data, studies, surveys, drawings, renderings, maps, models, photographs, specifications, reports, presentations, videos, public communications, 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 to the City in their native format (e.g., Excel files, CAD files, or such other format as may be reasonably acceptable to the City). The City shall have a perpetual, non-exclusive, royalty-free, and irrevocable right to use such Work Product for any governmental purpose, including in connection with the continuation, procurement, or completion of the Project, and the use of such Work Product by the City shall not give rise to any obligation of the City to provide additional compensation to Developer, or its agents, consultants, and contractors, except to the extent provided in this Agreement. The terms and conditions of Developer's contracts with its agents, consultants, and contractors shall permit the assignment to City of all Developer's rights under such contract with respect to such Work Product, upon the occurrence of a Developer Default under this Agreement, contingent upon delivery of written notice from the City following termination of this Agreement, allowing City to assume the benefit of Developer's rights under such contract (the "City Step-in Rights"). Developer agrees to provide City with copies of all such contracts to confirm the inclusion of the City Step-in Rights in such contracts. For the avoidance of doubt, Developer shall not be entitled to any fee or payment for the City to exercise the City Step-in Rights. Developer shall not incur liability for any use of the Work Product by the City after termination of this Agreement;

provided, however, in the event the City uses any of the Work Product after termination of this Agreement, Developer's agents, consultants, or contractors shall be responsible only for the design and engineering related Work Product prepared by such agent, consultant, or contractor prior to termination of this Agreement. In the event the City uses any of the Work Product after termination of this Agreement, the City shall credit the architect or engineer, as applicable, as a designer on such future Project; however, the foregoing shall not preclude the City from also crediting any other architect or engineer for its Work Product that is used for the Project. No such agent, consultant, or contractor of Developer shall incur liability for any post-termination modifications to such Work Product not prepared by such agent, consultant, or contractor.

Section 25. Restoration; Demobilization. Subject to Section 26.4, 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 or Developer's 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 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 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 26. Environmental Remediation.

26.1 Notwithstanding anything contained herein to the contrary, the City has made Developer aware of certain existing environmental conditions at the Project Site as set forth in the Environmental Site Assessment Report attached hereto as part of Composite Exhibit H (the "Existing Environmental Conditions"), which require remedial work to be performed prior to the commencement of any improvements to the Project Site. Developer has agreed to undertake such remedial work in accordance with the remediation proposal attached hereto as part of Composite Exhibit H (the "Remediation Proposal"). The Remediation Proposal sets forth a detailed description of the remediation activities to be performed, the environmental standards to be achieved, any required testing, monitoring, or reporting obligations, and the budget for the remediation. Any construction work related to the remediation or otherwise performed by Developer pursuant to this Agreement in excess of the monetary thresholds set forth in Section 255.05 of the Florida Statutes shall require Developer to post a payment and performance bond in satisfaction of the requirements of that Section.

26.2 The City shall make payments to Developer for such remedial work in accordance with the following process: (a) upon achieving each milestone set forth in the Remediation Schedule, Developer shall submit to the City an invoice for the corresponding amount set forth in the Remediation Budget, 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 in accordance with the Florida Prompt Payment Act, Part VII of Chapter 218, Florida Statutes. All payments shall be subject to the requirements, limitations, and timelines set forth in the Florida Prompt Payment Act, and interest, if any, shall accrue only to the extent required by such Act. The City may, at its option, withhold ten percent (10%) of each milestone payment as retainage, which retainage shall be released to Developer upon the City's confirmation that all remedial work has been completed in accordance with the Remediation Scope of Work and all applicable environmental standards have been satisfied.

26.3 Other than the City's obligation to make payments in accordance with this Section, the City shall not be responsible for any costs associated with the existing environmental conditions at the Project Site, including, without limitation, any cost overruns, change orders, or unforeseen conditions encountered during the remedial work. The City shall have the right to audit all remediation costs and expenses incurred by Developer in accordance with the audit rights set forth in Section 13.4.

26.4 Developer's obligation to complete the remedial work in accordance with the Remediation Scope of Work, Remediation Schedule, and all applicable Environmental Laws shall survive the expiration or sooner termination of this Agreement.

Section 27. Indemnification and Insurance.

27.1 Developer shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities (each, a "City Indemnitee") from any and all liability, losses 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 Developer's employees, agents, consultants, partners, principals, contractors, or representatives, and any entry upon such property by Developer or Developer's employees, agents, consultants, partners, principals, contractors, or representatives in connection therewith, except to the extent such liabilities, losses, or damages are 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.

27.2 During the Term, Developer shall carry, and shall cause its 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.

Section 28. Assignment.

28.1 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 29. Small, Local, and Disadvantaged Business Participation. During the Term, Developer shall 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 Sec. 2-186 of the City of Fort Lauderdale's Code of Ordinances 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.

Section 30. Public Communications.

30.1 Under no circumstances shall Developer 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 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;

(b) Communicate in any way with any department, board, agency, commission or other governmental authority 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 law, Developer and Developer's employees, agents, consultants, partners, principals, contractors, representatives and suppliers will not represent, directly or indirectly, that any product or service provided by Developer or such parties has been approved or endorsed by the City.

30.2 Notwithstanding the foregoing, during the Term, the City and Developer shall coordinate regarding the timing, content, and method of any Project-related outreach and communications or materials intended for public or community consumption. Any 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 City.

Section 31. 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 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 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 and notice to the requestor of the claim for exemption. If the exemption claimed by Developer 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

the 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. Developer shall forever fully indemnify the City 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 31 and Section 43, this Section 31 shall govern.

Section 32. Approvals and Consents.

32.1 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 32 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 the Existing Environmental Conditions by Developer;

(h) The exercise of the City's right to approve any press releases and other public communications 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 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.

32.2 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.

32.3 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 33. Notice Requirements.

33.1 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

To Developer:

CORE Construction Services of Florida, LLC
Attention: Cody Kiess, President
1 E Broward Blvd, Suites 205W & 393W
Fort Lauderdale, FL 33301
Phone: (754) 269-6843
E-mail: codykiess@coreconstruction.com

33.2 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 34. 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 35. 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 36. 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 37. 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 38. 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 39. 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 40. 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 41. Additional Regulatory Requirements and Restrictions.

41.1 **E-Verify.** By entering into this Agreement, Developer and its 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 contractors and subcontractors to this Agreement (or otherwise hired by Developer 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 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 41.1, 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 has otherwise complied with its requirements under those statutes, then Developer agrees that it shall 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, 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.

41.2 Foreign Country of Concern. By entering into this Agreement, Developer affirms that it is not 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 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 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 (iii) Developer 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 each of its contractors and subcontractors affirm compliance with this paragraph and Section 287.138, Florida Statutes.

41.3 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 of its 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.

41.4 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 of its suppliers, contractors, subcontractors, or consultants affirm that it complies with the foregoing prior to entering into any such contract.

41.5 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 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 for any additional compensation or for any consequential or incidental damages.

Section 42. 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 43. Public Records.

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 [____], FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

43.1 Public Records. Developer shall:

(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 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 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 44. 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

[Witness type or print name]

Signature

By: _____
Rickelle Williams, City Manager

[Witness type or print name]

ATTEST:

David R. Soloman, City Clerk

Approved as to form and correctness:
Shari L. McCartney, City Attorney

By: _____

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:

FTL CITY HALL PARTNERS, LLC, a Delaware limited liability company

Signature

[Witness type or print name]

[Witness type or print address]

Signature

[Witness type or print name]

[Witness type or print address]

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by _____, the _____ of FTL City Hall 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

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 and (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.

"Affiliate" means, with respect to any person or entity, any other person or entity that directly or indirectly controls, is controlled by, or is under common control with such person or entity. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through ownership of voting securities, by contract, or otherwise.

"Allowable Design Expenses" means the Allowable Pre-Development Expenses relating to the Project design and identified on the Pre-Development Budget.

"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 authority, which is applicable to the Project, the Pre-Development Work or any relevant person, whether taking effect before or after the Effective Date.

"Approved Project Budget" means the aggregate amount of Two Hundred Million Dollars (\$200,000,000) as set forth on Exhibit B, or such greater amount established by the City in its sole discretion, inclusive of (a) the final, fixed design-build price for the Project, (b) the amount of the Allowable Pre-Development Expenses and any other costs payable to Developer at defined milestones per Exhibit D, (c) other costs payable to Developer during construction, and (d) other costs payable to Developer at completion of construction.

"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.

"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 prepared by Developer consistent with the approved Conceptual Plan and submitted to the City for review and approval in accordance with Section 12.2 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.

"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 under the Comprehensive Agreement.

"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, Cody Kiess.

"Major Pre-Development Milestones" means the following Pre-Development Milestones referenced in the Pre-Development Schedule: Schematic Design Light Deliverable #1, Design Development Deliverable #2, and Fixed Price Proposal Deliverable #3.

"Material Terms" means the essential deal terms, including the fixed design-build price, scope and technical specifications, project schedule, maintenance scope, maintenance pricing and escalation mechanisms, insurance and indemnification, and termination rights and remedies.

"Submittals" means the Reports and the Plans.

"Termination Payment" means any payment or reimbursement due from City to Developer pursuant to Section 23.

"Unavoidable Delay" is defined as, with respect to each Party, the occurrence and continuing impact of an event, act, omission, condition, or circumstance beyond the 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, tsunami, 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.

Exhibit B

Approved Project Budget

Project Budget

Cost Total by Category	Value
Total Design-Build Cost	\$200,000,000

Additional Options	Value
Maintenance – Hard Services	\$25,571,800
Maintenance – Soft Services	\$22,587,900
Furniture, Fixtures, and Equipment (FF&E)	\$10,750,000

- **Total Design-Build Cost**
The total design-build cost includes all expenses associated with project delivery including, but not limited to, pre-construction services, design and architecture, permitting and compliance, construction and project management, post-construction services, and project closeout.
- **Maintenance – Hard Services**
Building operations and hard services refer to the permanent physical infrastructure and core technical systems of a facility. Examples of hard services include, but are not limited to, HVAC maintenance, electrical systems, plumbing and water, fire safety system, mechanical (including elevators), roof, and finishes, sealants, and caulking elements.
- **Maintenance – Soft Services**
Soft services are non-technical, human-centric tasks that enhance the comfort, safety, and productivity of a building's environment, focusing on user experience rather than physical infrastructure. Examples of soft services include, but not limited to, janitorial cleaning, security, landscaping, grounds maintenance, waste management, pest control, office support services (mail/courier), food and beverage service, and vending.
- **Furniture, Fixtures, and Equipment (FF&E)**
FF&E refers to all movable, tangible assets that furnish and equip a space but are not permanently attached to the building structure. Examples of FF&E include, but not limited to, furniture (desks, chairs, cabinets, cubicles, etc), fixtures (decorative elements such as artwork, mirrors, window treatments, and decorative lighting), and equipment (computers, audiovisual, appliances).

Space Program

Model Assumptions	Value
Project Building Square Footage	215,000

Building Design – Concept A

- **General Description**

A twelve (12)-story tower with 18,000 sf floor plates and an eye-catching, iconic design. Approximately 210,000 square feet total. This option includes a standalone chambers pavilion set in an outdoor plaza. The project **cannot** be delivered within the \$200 million project budget.

- **Renderings**



Building Design – Concept B

- **General Description**

A seven (7)-story building with large 25,000 sf floor plates and a standalone chambers pavilion set in an outdoor plaza. Approximately 200,000 square feet total. This design concept can be delivered within the \$200 million project budget.

- **Renderings**



Building Design – Concept C

- **General Description**

A mid-rise eight (8)-story building with 20,000 square feet floor plates. The council chambers is built into the base, designed to feel open and welcoming at street level near transit. Approximately 200,000 square feet total. This option would require a one (1)-phase build and delivery in contrast with the phased turnover that would be possible with Option 1 and Option 2. This design concept can be delivered within the \$200 million project budget.

- **Renderings**

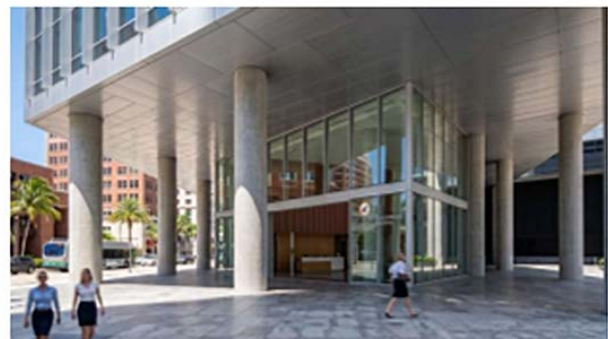
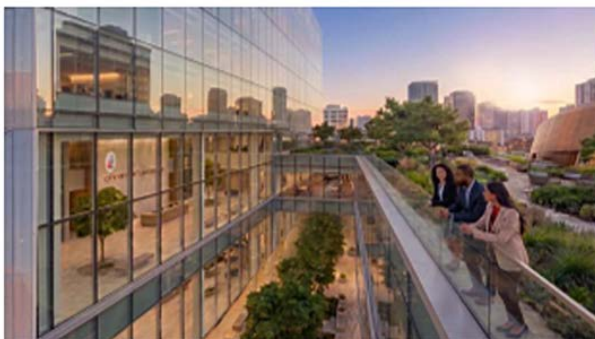
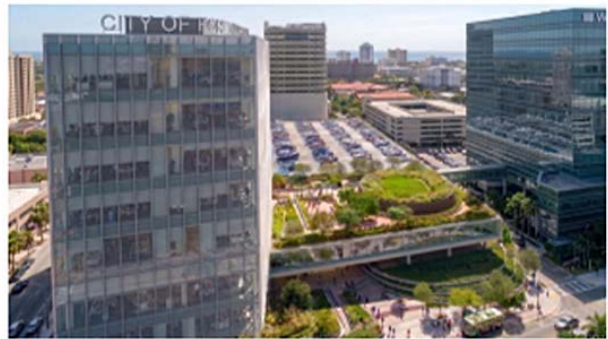


Exhibit C

Pre-Development Schedule

Milestones & Schedule

Milestone	Description	Completion Date
M-1	Execution of Interim Agreement	July 10, 2026
M-2	Site Plan Submission	November 13, 2026
M-3	End of Quality Programming	November 13, 2026
M-4	Completion of Geotech and Phase I ESA	December 15, 2026
M-5	Deliverable #1 – Schematic Design Light	January 21, 2027
M-6	Deliverable #2 – Design Development	April 8, 2027
M-7	Site Plan Approval	May 12, 2027
M-8	Completion of Bid Set Documents	July 28, 2027
M-9	Deliverable #3 – Fixed Price Proposal	November 10, 2027
M-10	Fixed Price Proposal Approval	December 9, 2027

- *Bold font indicates a major milestone*

Major Milestones

For each Major Milestone, the deliverables shall include the following minimum criteria. In addition, the Parties shall work diligently, in good faith, to negotiate and prepare additional criteria, as mutually agreeable, that would assist the City in understanding additional project scope, elements, requirements, and specifications of the project at that point in time.

- **Deliverable #1 (Milestone M-5) – Schematic Design Light**
Deliverable #1 will be produced at a point where the design is ready to make its first submission to the DRC for Site Plan Approval. It represents, in large majority, completion of a typical Schematic Design (SD) level of design, with a greater priority and attention focused on the foundation, core, and shell components of the project to support early permitting, site plan coordination, construction sequencing, and preliminary O&M considerations.

- **Deliverable #2 (Milestone M-6) – Design Development**

Deliverable #2 will be produced after initial reviews of the DRC approval process (not yet fully approved) and approximately two thirds of the way through a typical Design Development (DD) phase. At this milestone, the foundations, core, and shell components will be advanced and refined, working toward a permit-ready set of documents. O&M considerations will be integrated into design.

- **Deliverable #3 (Milestone M-9) - Bid Set Documents**

Deliverable #3 will be issued as the GMP bid documents for the fast-track design-build project. At this stage, DRC approval will be nearing completion; foundations, core and shell will have reached 100% CDs and will be ready for the permitting process pending DRC approval and other prerequisites. The remainder of the design (i.e. Interior Design and associated disciplines) will also have advanced to, at or around, the typical 50% CD milestone. O&M operational considerations are affected in design. This level of progress for the bid set is a result of maintaining the overall construction timeline by allowing procurement and early construction activities to proceed prior to completion of the full CD/Permit Set. The balance of the design will be reconciled at the completion of CDs for those portions of the project not yet fully designed at the Bid Set milestone. This reconciliation may occur after establishing the Fixed-Price/GMP.

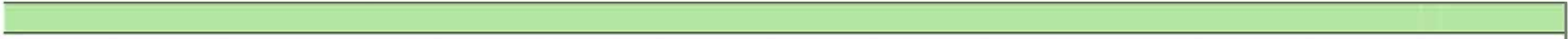
Fort Lauderdale City Hall

Exhibit D: Pre-Dev Projection Costs

	Trend	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26
Consortium Pre-Dev Costs		\$ 544,500	\$ 767,500	\$ 809,500	\$ 794,500	\$ -	\$ -	\$ 1,178,995	\$ 895,423	\$ 821,673	\$ 725,282	\$ 811,354
Consortium Pre-Dev Costs												
Design-Build Services	Trend	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26
Architecture		\$ 250,000	\$ 450,000	\$ 450,000	\$ 500,000	\$ -	\$ -	\$ 500,000	\$ 400,000	\$ 300,000	\$ 250,000	\$ 250,000
Engineering: Civil		\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ 8,152	\$ 8,152	\$ 8,152	\$ 8,152	\$ 8,152
Engineering: Landscape		\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ -	\$ -	\$ 6,952	\$ 6,952	\$ 6,952	\$ 6,952	\$ 6,952
Engineering: Structural		\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000
Engineering: MEP/FP		\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ -	\$ -	\$ 95,141	\$ 95,141	\$ 95,141	\$ 75,000	\$ 50,000
Engineering: Others		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140,000	\$ 70,178	\$ 70,178	\$ 70,178	\$ 30,000
Survey		\$ -	\$ 23,000	\$ 65,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Geotechnical		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -
Community Outreach		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,250	\$ -	\$ 26,250	\$ -	\$ 26,250
MOT		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Test Pile Program		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,000
Phase 1 ESA		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500	\$ -	\$ -	\$ -	\$ -
Precon Services		\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ -	\$ -	\$ 280,000	\$ 230,000	\$ 230,000	\$ 230,000	\$ 230,000
Total Design-Build Services		\$ 544,500	\$ 767,500	\$ 809,500	\$ 794,500	\$ -	\$ -	\$ 1,178,995	\$ 895,423	\$ 821,673	\$ 725,282	\$ 811,354
Total Consortium Pre-Dev Costs		\$ 544,500	\$ 767,500	\$ 809,500	\$ 794,500	\$ -	\$ -	\$ 1,178,995	\$ 895,423	\$ 821,673	\$ 725,282	\$ 811,354



Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Totals
\$ 505,104	\$ 471,354	\$ 440,104	\$ 426,152	\$ 418,000	\$ 378,000	\$ 378,000	\$ 183,000	\$ 60,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 85,219	\$ 10,963,659



Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Totals
\$ 250,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,900,000
\$ 8,152	\$ 8,152	\$ 8,152	\$ 8,152	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,368
\$ 6,952	\$ 6,952	\$ 6,952	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,616
\$ 60,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 747,000
\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 791,423
\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 595,534
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,000
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000
\$ -	\$ 26,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105,000
\$ -	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,000
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500
\$ 100,000	\$ 100,000	\$ 100,000	\$ 90,000	\$ 90,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 60,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 85,219	\$ 3,365,219
\$ 505,104	\$ 471,354	\$ 440,104	\$ 426,152	\$ 418,000	\$ 378,000	\$ 378,000	\$ 183,000	\$ 60,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 85,219	\$ 10,963,659
\$ 505,104	\$ 471,354	\$ 440,104	\$ 426,152	\$ 418,000	\$ 378,000	\$ 378,000	\$ 183,000	\$ 60,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 85,219	\$ 10,963,659

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. It is understood that the Allowable Pre-Development Expenses schedule (Exhibit D) may not directly align with the progress payments provided below.

Milestone	Amount	Estimated Date
M1: Execution of Interim Agreement	\$4,094,995	July 2026
M2: Submit for Site Plan Approval M3: End of Quality Programming	\$1,500,000	November 2026
M4: Completion of Geotech & Phase 1 ESA	\$1,245,850	December 2026
M5: Submit Deliverable #1 (Schematic Design)	\$300,000	January 2027
M6: Submit Deliverable #2 (Design Development)	\$1,307,595	April 2027
M7: Site Plan Approval	\$900,000	May 2027
M8: Completion of Bid Set Documents	\$1,250,000	July 2027
M9: Submit Deliverable #3 (Fixed Price Proposal)	\$270,000	November 2027
M10: Approved Fixed Price Proposal	\$95,219	December 2027
Total	\$10,963,659	

Exhibit F

Key Personnel

Overview

The individuals listed below will lead the project efforts for FTL City Hall 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 FTL City Hall Partners will reassess the Key Personnel roles and individuals for the Comprehensive Agreement term prior to its execution.

Key Personnel

Name	Title	Project Role
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
Carl Conner	Design Director, PGAL	Design Manager
Jo Palma	Principal, Palma	Design Manager

Exhibit G

Preliminary Project Schedule

The building design will 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 building design and City direction.

FTL CITY HALL - FULL PROJECT SCHEDULE	1123 days	Mon 2/2/26	Wed 6/26/30
PROGRAMMING & DESIGN	556 days	Mon 2/2/26	Mon 4/3/28
CONSTRUCTION	649 days	Thu 12/9/27	Wed 6/26/30
<i>Construction Start</i>	<i>0 days</i>	<i>Thu 12/9/27</i>	<i>Thu 12/9/27</i>
Trade Partner Procurement	100 days	Fri 12/10/27	Thu 4/27/28
CONSTRUCTION MILESTONES	649 days	Thu 12/9/27	Wed 6/26/30
<i>Project Start</i>	<i>0 days</i>	<i>Thu 12/9/27</i>	<i>Thu 12/9/27</i>
<i>Chamber Dry-In</i>	<i>0 days</i>	<i>Mon 7/24/28</i>	<i>Mon 7/24/28</i>
<i>Tower Top Out</i>	<i>0 days</i>	<i>Thu 12/7/28</i>	<i>Thu 12/7/28</i>
<i>Chamber Complete</i>	<i>0 days</i>	<i>Wed 6/27/29</i>	<i>Wed 6/27/29</i>
<i>Tower Complete</i>	<i>0 days</i>	<i>Wed 6/26/30</i>	<i>Wed 6/26/30</i>
TOWER	649 days	Fri 12/10/27	Wed 6/26/30
Foundations	90 days	Fri 12/10/27	Thu 4/13/28
Structure	195 days	Fri 4/14/28	Mon 1/22/29
Exterior Skin	200 days	Wed 9/13/28	Tue 6/26/29
Roofing / Waterproofing	150 days	Fri 12/22/28	Wed 7/25/29
Elevators	180 days	Tue 3/20/29	Mon 12/3/29
Interior Rough-In	360 days	Tue 8/1/28	Wed 1/2/30
Interior Finishes	364 days	Tue 1/23/29	Wed 6/26/30
Site Work / Amenities	100 days	Wed 6/27/29	Thu 11/15/29
<i>Substantial Completion - Tower</i>	<i>0 days</i>	<i>Wed 6/26/30</i>	<i>Wed 6/26/30</i>
CHAMBER	326 days	Fri 3/17/28	Wed 6/27/29
Foundations & Structure	40 days	Fri 3/17/28	Thu 5/11/28
Building Envelope (Exterior Framing and Windows & Doors)	50 days	Fri 5/12/28	Mon 7/24/28
Exterior Finishes	40 days	Tue 7/25/28	Tue 9/19/28
Interior Roughs	90 days	Tue 7/25/28	Thu 11/30/28
Interior Finishes	176 days	Wed 10/18/28	Wed 6/27/29
<i>Substantial Completion - Chamber</i>	<i>0 days</i>	<i>Wed 6/27/29</i>	<i>Wed 6/27/29</i>

Exhibit H

Environmental Site Assessment Report and Remediation Proposal

MARCH 25, 2026



City of Fort Lauderdale City Hall Site Remediation

PRICING PROPOSAL



STILES
Invest · Build · Manage





PRICING PROPOSAL

Enclosed is CORE's pricing proposal for the remediation work to be completed at the site of the future Fort Lauderdale City Hall.

CORE is committed to providing excellent service to the City of Fort Lauderdale and should you have any questions about our proposal, please do not hesitate to reach out.

Sincerely,

Cody Kiess

President

CORE

C: 754-269-6843 | E: codykiess@coreconstruction.com

City of Fort Lauderdale: City Hall Site Remediation

SCOPE OF WORK

CORE Construction shall furnish all labor, materials, equipment, and supervision required to complete the soil remediation activities at the future Fort Lauderdale City Hall site. All work shall be performed in accordance with applicable environmental regulations, industry standards, and the direction of the environmental consultant. This proposal is based on the Site Assessment Report dated January 9, 2025 from RES.

INCLUDED WORK

TASK 1.0 - PROJECT PLANNING AND REGULATORY COORDINATION

As part of this scope, we will develop the necessary documents needed to obtain regulatory approval for source removal activities. All required regulatory notifications for the planned removal will be made by our Team and are included in our pricing. The Broward County UST Section typically requires a minimum of 10 business day notification prior to proceeding with field activities.

TASK 2.0 - SOURCE REMOVAL ACTIVITIES

The source removal activities will include the locating and removal of remaining petroleum impacted soil in the vicinity of the former UST system on the Subject Property. Prior assessment activities, as reported in the Site Assessment Report (SAR), have fully delineated the area of impacted soils in the former UST area and have been used to prepare the scope for the additional soil removal activities. The City has submitted the Tank Closure Assessment Report (TCAR) and Site Assessment Report (SAR) to Broward County on January 20, 2026. No response back from the County as of March 3, 2026. The following sections outline the steps to completing the project objectives.

2.1 Underground Utility Locating

Prior to commencing subsurface activities, the Florida Call Before You Dig (811) system to locate underground utilities. Additionally, Subsurface Utility Engineering department will conduct private utility locates to mark private underground utilities and the former UST footprint using ground penetrating radar (GPR) and electromagnetic (EM) locating methods.

2.2 Soil Excavation and Site Restoration/Backfilling

Based on the information obtained from the SAR, we have included up to 22 cubic yards of soil for excavation, transport, and disposal. If additional soil requires offsite transport and disposal, it will be billed at the unit rates provided in Section II. This will be a reimbursable expense based on invoices/receipts and manifests.

Upon completion of post-excavation soil investigation/confirmatory sampling activities, the excavation associated with the former UST will be backfilled with clean fill. Backfill will be imported and placed in lifts and compacted with the equipment onsite provided by A-C-T Environmental and Infrastructure. No compaction testing is included in this scope of work. Up to 27 tons of backfill will be used to fill the void left from the excavation. If additional services are required, they will be billed at the unit rates included in Section II. This will be a reimbursable expense based on invoices/receipts and manifests.

City of Fort Lauderdale: City Hall Site Remediation

TASK 3.0 - SOURCE REMOVAL REPORT

Upon completion of closure activities, a Source Removal Report following FDEP Chapter 62-780.525, FAC will be submitted to Broward County within 30 days. The report will include applicable recommendations according to the FDEP guidelines. For the purposes of this proposal, we are assuming all petroleum impacts above regulatory thresholds will be removed and the site will be eligible for a FDEP Risk Management Option Level I (RMO-I). If site is not eligible for a RMO-I closure option, a Risk Management Option Level II (RMO-II) closure option or an alternative shall be sought to in order to bring regulatory closure to the site.

TASK 4.0 - QUARTERLY GROUNDWATER SAMPLING & REPORTING

Prior to conducting groundwater monitoring, our team will prepare and submit a Natural Attenuation Monitoring (NAM) Plan to the Regulatory Agency for approval. Sampling from each monitoring well will occur quarterly for a minimum of four quarters. Prior to sampling, the depth to groundwater in each well will be measured using a decontaminated electric water-level tape with 0.01-ft increments. A complete round of water table elevation measurements will be collected during each sampling event. The wells will be purged and sampled using a peristaltic pump and methods outlines in the FDEP Standard Operating Procedures FS2200. At least one (1) well volume will be purged and subsequent filed parameters (pH, temperature, conductivity, dissolved oxygen, and turbidity) will be allowed to stabilize prior to sample collection. Groundwater suitable for collection will be transferred to the laboratory-supplied, pre-preserved containers. All samples will be labeled, packed on ice, and transported to the laboratory for analysis. The samples will be analyzed for BTEX/MTBE by EPA Method 8260, PAHs by EPA Method 8270, TRPH by Method FL-PRO, RCRA 8 Metals by EPA 6020. Laboratory results will be compared to applicable groundwater cleanup target levels (GCTLs) established in Chapter 62-777, FAC. Following completion of the quarterly groundwater sampling, a Quarterly NAM report will be submitted to the Regulatory Agency.

TASK 5.0 - WELL ABANDONMENT

Upon completion of the NAM activities and submittal and approval of an NFA proposal, We will retain the services of a drilling contractor certified to practice well installation and abandonment in Florida to perform monitoring well abandonment of the existing groundwater monitoring wells and complete the necessary administrative filing procedures. Our Team will observe and document the abandonment operation. To conduct the well abandonment, a cement-bentonite grout slurry mix will be pumped into each well. A tremie pipe set-up will be used so that the well fills and seals from bottom to top with the grout mix as required. We have assumed that seven monitoring wells will be abandoned.

EXCLUSIONS

- Additional soil or groundwater remediation, excavation beyond the quantities included, or management of contaminants not identified in the RES Site Assessment Report (1/9/25).
- Utility locating, protection, repairs, or relocations, and any work impacted by unforeseen site or subsurface conditions.
- Permitting fees, agency charges, specialty testing, dewatering, or third-party services unless expressly noted as included.
- Restoration beyond areas directly affected by remediation activities.

City of Fort Lauderdale: City Hall Site Remediation

COMPENSATION

Notwithstanding any amounts set forth herein, all payments for remedial work are subject to the requirements of Section 26.2 of the Interim Agreement. Developer shall be compensated on a milestone basis in accordance with the approved Remediation Schedule and Remediation Budget, with invoices submitted upon completion of each milestone and subject to City review, approval, and payment in accordance with the timelines and provisions of the Florida Prompt Payment Act. The City reserves the right to reject non-compliant invoices with supporting justification and to withhold up to ten percent (10%) retainage from each payment, to be released upon final completion and acceptance of the remedial work in accordance with the Remediation Scope of Work and applicable environmental standards.

The total lump sum not-to-exceed price for the work described herein is:

\$67,979.00

We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Please see next page for alternate options.

City of Fort Lauderdale: City Hall Site Remediation

ALTERNATE OPTIONS

ALT #1: Reduce groundwater monitoring from four quarters to three quarters.

(\$8,240.00) deduct to price listed on previous page.

Clarification regarding ALT #1: Pursuant to Rule 62 780.750(4)(f), F.A.C., a minimum of four consecutive quarters of groundwater monitoring is required for post active remediation monitoring, with the final two quarters demonstrating compliance with applicable No Further Action criteria prior to site closure. Although the City has requested that the groundwater monitoring be described as Natural Attenuation Monitoring (NAM), per the rule because source removal activities have been completed the monitoring technically falls into this category of "Post-Active Remediation Monitoring". Groundwater sampling conducted as a part of the Site Assessment Report (SAR) was conducted in October/November 2025, following the source removal that was conducted in the area where groundwater impacts have been identified. For this reason, we believe there may be the potential for the regulator to accept these results as Quarter 1 results, thereby reducing the amount of required consecutive quarters to 3 quarters. This is further bolstered by language in the rule that states "If groundwater contamination did not exist prior to remediation, a minimum of one groundwater sampling event is required" which is the scenario for the final source removal area that contains MW-3, where concentrations of constituents of concern were below the respective laboratory method detection limit in groundwater samples collected on 10/9/2025. However, it is noted that we have not had communication with the regulator as it pertains to whether they would be amenable to/accept this approach.



312 SE 17th Street, Suite 200
Fort Lauderdale, FL 33316

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

January 20, 2026

Todd Hiteshew, Deputy Director
Public Works Department – City of Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, FL 33301

Subject: Site Assessment Report
FT LAUDERDALE CITY-CITY HALL BASEMENT
100 North Andrews Avenue
Fort Lauderdale, Broward County, Florida
FDEP Fac No. 06/9100766
RES Project Number PRJ 112438

Dear Mr. Hiteshew,

RES Florida Consulting, LLC dba E Sciences (RES) is pleased to submit this Site Assessment Report (SAR) that documents the activities conducted at the FT LAUDERDALE CITY-CITY HALL BASEMENT facility (aka Fort Lauderdale City Hall), located at 100 North Andrews Avenue, in Fort Lauderdale, Broward County, Florida, herein referred to as the site. A location map, United States Geological Survey (USGS) Topographic map, and an aerial photograph are provided as **Figures 1, 2, and 3**, respectively.

1.0 Background Information

The Fort Lauderdale City Hall property is located at 100 North Andrews Avenue in Fort Lauderdale, Broward County, Florida. The property previously operated a petroleum storage system consisting of a 2,500-gallon Underground Storage Tank (UST) that stored diesel fuel for an emergency generator installed in November 1990. The Florida Department of Environmental Protection (FDEP) lists the facility under storage tank ID 06/9100766. Site redevelopment and building demolition activities occurred in late 2024.

A Tank Closure Assessment Report (TCAR) dated March 7, 2025, was performed and submitted by Ecotech Environmental Services, Inc. (Ecotech). According to the report, on January 14, 2025, a double-walled fiberglass UST and its associated product piping were removed from the site. While FDEP records indicated the UST was a 1,000-gallon capacity tank, the actual size was field-verified during the closure assessment, which reports that a UST placard confirmed its actual size as 2,500 gallons. The UST had been emptied and previously decommissioned. After cleaning, it was discarded as construction debris by the demolition contractor and placed into a roll-off container for disposal. Excavated soil was temporarily staged on Visqueen while awaiting laboratory analysis to determine if it could be backfilled after the removal of the UST and product piping. No fuel dispensers were observed at the facility, so no dispenser closure activities were necessary. The UST excavation area measured approximately 10' x 15' and had a depth of 6 feet below land surface (bls). Depth to water was reported to be approximately 6 ft bls.

Ecotech personnel screened soil samples from the top of the UST, within the excavation, sidewalls, and along the removed piping using an organic vapor analyzer (OVA) with a photoionization detector (PID). OVA results from these samples were reported as 0.0 parts per million (ppm). Vadose zone soil samples were taken from 2 ft bls and 4 ft bls from the sidewall soil borings labeled ESW-1 (4'), NSW-1 (4'), SSW-1 (4'), and WSW-1 (4') and submitted for laboratory analyses. The analysis tested for benzene, toluene, ethylbenzene, total xylenes (BTEX), methyl tertbutyl ether (MTBE), polycyclic aromatic hydrocarbons (PAHs), and total recoverable petroleum hydrocarbons (TRPH). Laboratory analytical results indicated that benzo(a)pyrene equivalents (BaPE) exceeded the Direct Exposure Residential Soil Cleanup Target Levels (RSCTLs) defined in Chapter 62-777 Florida Administrative Code (F.A.C.) in the soil samples from ESW (4'), SSW (4'), and WSW (4'), and samples collected from NSW (4') were below SCTLs for the parameters tested.



To assess groundwater conditions, Ecotech installed a temporary well point near the northern sidewall center of the UST excavation. The temporary well point (TW-1) consisted of a one-inch diameter PVC pipe with five feet of pre-packed 0.010-slotted screen and five feet of solid riser. Groundwater samples collected from TW-1 were submitted for analysis of Table C parameters. The laboratory analytical results indicated that concentrations of total xylenes, benzo(a)pyrene, benzo(a)anthracene, benzo(b)fluoranthene, and indeno(1,2,3-cd)pyrene exceeded the applicable Groundwater Cleanup Target Levels (GCTLs) set by Chapter 62-777 F.A.C. but remained below the Natural Attenuation Default Concentrations (NADCs). Following these initial results, Ecotech remobilized to the site on February 5, 2025, for additional source removal activities at the south, east, and west sidewalls of the UST excavation, and to collect confirmatory soil sidewall samples and a groundwater sample from within the excavation pit. The second excavation on February 5, 2025, measured approximately 15' x 20' x 6'. Vadose zone confirmatory soil sidewall samples were collected at 4 ft bls and identified as ESW-2 (4'), SSW-2 (4'), and WSW-2 (4'), and submitted for laboratory analysis for benzo(a)pyrene (BaP). The laboratory analysis showed that BaP concentrations exceeded the RSCTL in the soil samples from ESW-2 (4') and SSW-2 (4'). The sample collected from WSW-2 (4') was below SCTLs. Confirmatory groundwater sampling from TW-2 revealed concentrations of BaP, benzo(a)anthracene, benzo(b)fluoranthene, and indeno(1,2,3 cd)pyrene above applicable GCTLs.

Based on these results, Ecotech remobilized to the site again on February 19, 2025, to complete additional source removal activities at the south and east sidewalls of the UST excavation and to collect a confirmatory groundwater sample from the excavation pit. The third and final excavation measured approximately 16' x 21' x 6', and 42.51 tons of soil were excavated and removed from the UST excavation area. Vadose zone confirmatory soil sidewall samples were taken at 4 ft bls from sidewall soil borings identified as ESW-3 (4') and SSW-3 (4') and submitted for laboratory analysis of BaP. Laboratory results showed BaP concentrations above the RSCTL in the soil sample from SSW-3 (4'); however, the sample collected from ESW-3 (4') was below the SCTLs. Confirmatory groundwater sample TW-3, collected from within the excavation pit, showed a concentration of benzo(b)fluoranthene above the GCTL. Based on the data collected during the TCAR, an additional soil and groundwater assessment was required to evaluate the extent of the remaining soil and groundwater impacts.

In March 2025, the City contacted RES for the development of a SAR following Chapter 62-780 F.A.C. to assess the soil and groundwater impacts at the Site.

2.0 Physical Setting

2.1 Site Description

The Fort Lauderdale City Hall property is located at 100 North Andrews Avenue in Fort Lauderdale, Broward County, Florida, and encompasses approximately 2.07 acres. The assessment area is approximately 1,000 square feet in size and located in the northern portion of the parcel. A 2,500-gallon UST, which has now been removed, contained diesel fuel for an emergency generator and was installed in November 1990. The surrounding area's land use consists of governmental buildings, mixed commercial, vacant land, multi-family residential, and parking lot properties. The Broward County Property Appraiser describes the property as parcel ID 504210140030. The site location is depicted in **Figure 1**, and **Figure 3** provides aerial coverage for the site and surrounding properties.

2.2 Topography

A United States Geological Survey (USGS) topographic map was used to help evaluate topographic information and is included as **Figure 2**. Additionally, BDH Consulting Group completed a Post-Demolition Specific Purpose Survey in April 2025 that was provided by the Client. According to the information review, the assessment area elevation is approximately 3.0-3.5 feet North American Vertical Datum (NAVD) of 1988, with a sloping gradient towards a catch basin in the northeast portion of the parcel.

2.3 Geology/Hydrogeology

The site is underlain by the undifferentiated Miami Limestone (Qm). The Miami Limestone (formerly the Miami Oolite), named by Sanford (1909), occurs at or near the surface in southeastern peninsular Florida from Palm Beach County to Dade and Monroe Counties. It forms the Atlantic Coastal Ridge and extends beneath the Everglades, where it is commonly covered by thin organic and freshwater sediments. The Miami Limestone occurs on the mainland and in the southern Florida Keys from Big Pine Key to the Marquesas Keys. From Big Pine Key to the mainland, the Miami Limestone is replaced by the Key



Largo Limestone. To the north, in Palm Beach County, the Miami Limestone grades laterally northward into the Anastasia Formation.

The Miami Limestone consists of two facies, an oolitic facies and a bryozoan facies (Hoffmeister *et al.* [1967]). The oolitic facies consists of white to orangish gray, poorly to moderately indurated, sandy, oolitic limestone (grainstone) with scattered concentrations of fossils. The bryozoan facies consists of white to orangish gray, poorly to well indurated, sandy, fossiliferous limestone (grainstone and packstone). Beds of quartz sand are also present as unindurated sediments and indurated limey sandstones. Fossils present include mollusks, bryozoans, and corals. Molds and casts of fossils are common. The highly porous and permeable Miami Limestone forms much of the Biscayne Aquifer of the surficial aquifer system.

The Biscayne Aquifer is the primary source of water for Miami-Dade and Broward Counties and the southern portion of Palm Beach County. Water from the Biscayne is also transported by pipeline to the Florida Keys. The aquifer consists of highly permeable limestone and less permeable sand and sandstone. The northern part of the aquifer has more sand and grades northward and westward into the sandy deposits that are part of the surficial aquifer system. In most places, the highly permeable rocks of the Biscayne aquifer are covered by a thin veneer of porous soil, and aquifer water levels rise rapidly in response to rainfall. Water in the Biscayne aquifer is unconfined and generally flows toward streams, the ocean, and the extensive system of canals in South Florida.

3.0 Field Services

Field activities were conducted under a modified safety level D, utilizing Personal Protective Equipment (PPE) as required by environmental staff trained in Occupational Safety and Health Administration (OSHA) 1910.120 Hazardous Waste Operations and Emergency Response (HAZWOPER) procedures. Before implementing subsurface assessment activities at the site, RES requested that Sunshine 811, a contract utility locating service, locate underground utilities, cables, and conduits. RES personnel conducted field activities on October 02, 03, 09, and November 25, 2025.

3.1 Soil Screening

RES mobilized to the site on October 02 and 03, 2025, to oversee and document the drilling activities conducted by state-licensed drilling contractor, JAEE Environmental Services, Inc. A total of twenty soil borings (SB-1 through SB-20) were advanced in the vicinity of the Ecotech borings for diesel fuel-impacted soil delineation purposes via a decontaminated stainless steel hand auger and/or direct push technology (DPT). Soils were assessed for lithological characteristics and evidence of diesel fuel impacts using field screening techniques. Soil screening samples were collected at 0.5-1 foot depth intervals to boring completion and placed in 16-ounce glass mason jars for OVA screening using a PID. In addition, each sample was inspected for physical evidence of petroleum staining and odor. An equipment calibration log and soil boring logs are included in **Appendix A**. Soil OVA screening results are tabulated in **Table 1** and illustrated on **Figure 4**. Slight petroleum odors were detected in a portion of the soil borings, especially at the 3-6 ft bls depth interval, with the highest values recorded at SB-14 (19.9 ppm) and SB-9 (16.1 ppm) at the 5-6 ft bls depth interval. OVA responses above 50 ppm were not identified during the initial soil assessment.

Based on the initial results, RES mobilized to the site on November 25, 2025, to conduct three additional soil borings in the vicinity of SB-9, identified as SB-21 through SB-23. OVA responses were encountered in SB-21 at depth intervals of 0-0.5 feet bls (91.3 ppm), 0.5-1 feet bls (39.5 ppm), 1-2 feet bls (59.6 ppm), 2-3 feet bls (72.5 ppm), and 3-4 feet bls (59.5 ppm). OVA responses were also recorded in SB-22 at depth intervals of 0-0.5 feet bls (23.4 ppm), 0.5-1 feet bls (26.1 ppm), 1-2 feet bls (45.2 ppm), 2-3 feet bls (14.3 ppm), and 3-4 feet bls (28.1 ppm). OVA responses greater than 1 ppm were not encountered in SB-23.

3.2 Soil Lithology

Soils encountered at the site during the assessment included fine sand (0-8 ft bls), fine sand with limestone (9-14 ft bls), and fine sand (15-30 ft bls). The depth to water was encountered at approximately 3-4 ft bls. Reference Lines for Geological Cross Sections are included as **Figure 5**, and Geological Cross Sections A-A' and B-B' are included as **Figures 6** and **7**.



3.3 Soil Sampling

RES collected soil samples from borings SB-2 through SB-10 on October 2, 2025, at depth intervals of 0-0.5 ft bls, 0.5-2 ft bls, and 2-4 ft bls. On October 3, 2025, samples were collected from step-out borings SB-11 through SB-19 and placed on hold pending the initial laboratory results. Samples were collected from step-out borings SB-21 through SB-23 on November 25, 2025, based on the initial and step-out boring laboratory results. The samples were placed into laboratory-supplied containers, put on ice, and delivered to Eurofins Environment Testing in Fort Lauderdale, Florida. The soil samples were submitted for analysis of PAHs by EPA Method 8270.

3.4 Monitoring Well Installation

A total of seven permanent groundwater monitoring wells were installed on October 02 and 03, 2025, via DPT by state-licensed driller JAEE, under the supervision of RES. Six shallow monitoring wells (MW-1, MW-2, MW-3, MW-4, MW-5, and MW-6) were installed to a depth of 12 ft bls and constructed with 10 feet of 1-inch pre-packed well screen followed by 2 feet of 1-inch PVC riser. One deep monitoring well (MW-1D) was installed to a depth of 30 feet bls and constructed with 5 feet of 1-inch pre-packed well screen followed by 25 feet of 1-inch PVC riser. A 20/30 mesh silica sand filter pack was installed in the annulus of the screened interval of each well, followed by a 30/65 grade silica fine sand seal. The remaining well annulus was sealed with grout to the land surface. Based on the DPT drilling method of well installation, drill cuttings generated were minimal and spread on-site if necessary. The monitoring wells were finished with a 1.5'x1.5' concrete pads due to being on the ground surface. Investigative Derived Waste (IDW) development water was discharged from the wells and stored in 55-gallon metal drums for disposal in an approved landfill. Well construction logs, well completion reports, and IDW disposal documentation are included in **Appendix B**.

3.5 Groundwater Sampling

Groundwater samples were collected from groundwater monitoring wells MW-1, MW-1D, MW-2, MW-3, MW-4, MW-5, and MW-6 on October 09, 2025. Groundwater purging and sampling were conducted in accordance with FDEP Standard Operating Procedures (SOPs) for groundwater sampling (FS 2200). Field parameters (pH, conductivity, temperature, dissolved oxygen, and turbidity) were measured during purging using a YSI multi-sensor probe and turbidity meter. After water quality parameters stabilized, groundwater samples were collected in laboratory-supplied containers, packaged in an ice-filled cooler, and transported to Eurofins under chain of custody. Purge water was collected in a bucket and was later discharged on an impervious surface. The groundwater samples collected on October 9, 2025, were submitted for analysis of volatile organic compounds (VOCs) by EPA Method 8260 and PAHs by EPA Method 8270. Based on the initial groundwater sampling results, additional samples were collected for MW-4 and MW-5 on November 25, 2025, for analysis of BTEX+MTBE by EPA Method 8260 and PAHs by EPA 8270. Copies of groundwater sampling logs and equipment calibration logs are included in **Appendix C**.

3.6 Soil Laboratory Analytical Results

The laboratory reported the following contaminant detections above SCTLs in the initial soil samples collected on October 2, 2025:

- BaP was detected at a concentration above the RSCTL of 0.1 mg/kg in the soil sample collected from SB-9 at a depth interval of 2-4 feet bls (0.16 mg/kg), and BaPE was detected in SB-9 above the RSCTL of 0.1 mg/kg at depth intervals of 0.5-2 feet bls (0.2 mg/kg) and 2-4 feet bls (0.2 mg/kg).

The laboratory analytical results from the soil samples collected from step-out boring SB-19 (located east of SB-9) did not reveal detections of PAHs at concentrations greater than the RSCTL.

To further delineate the impacts identified at SB-9, the laboratory reported the following contaminant detections above SCTLs in the follow-up soil samples collected on November 25, 2025:

- BaP was detected at a concentration above the RSCTL of 0.1 mg/kg in the soil sample collected from SB-21 (located north of SB-9) at a depth interval of 2-4 feet bls (0.15 mg/kg), and BaPE was detected in SB-21 above the RSCTL of 0.1 mg/kg at depth intervals of 0.5-2 feet bls (0.2 mg/kg) and 2-4 feet bls (0.2 mg/kg).



Remaining contaminant detections did not exceed concentrations greater than the applicable SCTLs during this assessment.

Soil analytical data is summarized in **Tables 2A** and **2B**, BaP Conversion Tables are summarized in **Table 3**, and soil analytical data is depicted on **Figure 8**. A Soil Contaminant Isocontour Map showing the inferred lines of contamination based on the Ecotech soil borings and borings completed for this assessment is included as **Figure 9**. The laboratory analytical report and chain of custody documentation are provided in **Appendix D**.

3.7 Groundwater Laboratory Analytical Results

The laboratory reported the following contaminant detections in the initial groundwater samples collected on October 9, 2025:

- Benzene (4.2 micrograms per liter ($\mu\text{g/L}$)), toluene (87 $\mu\text{g/L}$), and total xylenes (44 $\mu\text{g/L}$), were detected in the sample collected from MW-4 at concentration above the respective GCTLs of 1 $\mu\text{g/L}$, 40 $\mu\text{g/L}$, and 20 $\mu\text{g/L}$. Contaminant detections were identified in monitoring well MW-5 at concentrations that did not exceed GCTLs.

The laboratory analytical results from the remaining groundwater samples collected did not reveal detections of contaminants at concentrations greater than the GCTLs.

Based on the initial laboratory results, the following detections were noted from samples collected from MW-4 and MW-5 on November 25, 2025:

- Benzene (1.5 $\mu\text{g/L}$) was detected in the sample collected from MW-5 at a concentration above the GCTL of 1 $\mu\text{g/L}$. Contaminant detections were identified in monitoring well MW-4 at concentrations that did not exceed GCTLs.

Groundwater analytical data are summarized in **Tables 4A** and **4B** and depicted on **Figure 10**. The laboratory analytical report and chain of custody documentation are provided in **Appendix D**.

3.8 Groundwater Flow Direction

RES personnel measured depth-to-water from top-of-casing in each well using a decontaminated electronic water level indicator and determined top-of-casing elevations on October 09, 2025. The water table elevation was calculated by subtracting the depth-to-water from the top-of-casing elevation. Water table elevation data is summarized in **Table 5** and illustrated in **Figures 11** and **12**. The direction of groundwater flow was generally towards the west and north on October 09, 2025, and towards the north on November 25, 2025.

3.9 Water Well Survey

Potable water is provided to the site and vicinity by the City of Fort Lauderdale. Information gathered from the South Florida Water Management District (SFWMD) Geospatial Open Data website and a visual reconnaissance of the site vicinity on October 02, 2025, indicated that there are no domestic potable drinking water wells within a 0.5-mile radius of the Site.

4.0 Conclusions and Recommendations

Based on the results, the following conclusions and recommendations can be made regarding this site at this time:

- A total of twenty soil borings (SB-1 through SB-20) were advanced in the vicinity of the Ecotech borings for contamination delineation purposes on October 02 and 03, 2025.
- Slight petroleum odors were detected in a portion of the soil borings, especially at the 3-6 ft bls depth interval, with the highest values shown by SB-14 (19.9 ppm) and SB-9 (16.1 ppm) at the 5-6 ft bls depth interval. OVA responses above 50 ppm were not identified during the initial soil assessment. Based on the initial results, RES mobilized to the site on November 25, 2025, to conduct three additional soil borings in the vicinity of SB-9, identified as SB-21 through SB-23. OVA responses were encountered in SB-21 at depth intervals of 0-0.5 feet bls (91.3 ppm), 0.5-1 feet bls (39.5 ppm), 1-2 feet bls (59.6 ppm), 2-3 feet bls (72.5 ppm), and 3-4 feet bls (59.5 ppm). OVA responses were also recorded in SB-22 at depth intervals of 0-0.5 feet bls (23.4 ppm), 0.5-1 feet bls (26.1 ppm), 1-2 feet bls (45.2 ppm), 2-3 feet bls (14.3 ppm), and 3-4 feet bls (28.1 ppm). OVA responses greater than 1 ppm were not encountered in SB-23.



- Soils encountered at the site during the assessment included fine sand (0-8 feet bls), fine sand with limestone (9-14 ft bls), and fine sand (15-30 ft bls). The depth to water was encountered at approximately 3-4 ft bls.
- RES collected soil samples from borings SB-2 through SB-10 on October 2, 2025, at depth intervals of 0-0.5 ft bls, 0.5-2 ft bls, and 2-4 ft bls. On October 3, 2025, samples were collected from step-out borings SB-11 through SB-19 and placed on hold pending the initial laboratory results. Samples were collected from step-out borings SB-21 through SB-23 on November 25, 2025, based on the initial and step-out boring laboratory results.
- A total of seven permanent groundwater monitoring wells were installed on October 02 and 03, 2025, via DPT by state-licensed driller JAEE, under the supervision of RES. Six shallow monitoring wells (MW-1, MW-2, MW-3, MW-4, MW-5, and MW-6) were installed to a depth of 12 feet bls and constructed with 10 feet of 1-inch pre-packed well screen followed by 2 feet of 1-inch PVC riser. One deep monitoring well (MW-1D) was installed to a depth of 30 feet bls and constructed with 5 feet of 1-inch pre-packed well screen followed by 25 feet of 1-inch PVC riser.
- Groundwater samples were collected from groundwater monitoring wells MW-1, MW-1D, MW-2, MW-3, MW-4, MW-5, and MW-6 on October 09, 2025, and from MW-4 and MW-5 on November 25, 2025.
- The soil laboratory analytical results from sampling on October 2-3, 2025, indicate that BaP was detected at a concentration above the RSCTL of 0.1 mg/kg in the soil sample collected from SB-9 at a depth interval of 2-4 ft bls (0.16 mg/kg), and BaPE was detected in SB-9 above the RSCTL of 0.1 mg/kg at depth intervals of 0.5-2 ft bls (0.2 mg/kg) and 2-4 ft bls (0.2 mg/kg). The laboratory analytical results from the soil samples collected from step-out boring SB-19 (located east of SB-9) did not reveal detections of PAHs at concentrations greater than the RSCTL.

The soil laboratory analytical results from sampling on November 25, 2025, indicate that BaP was detected at a concentration above the RSCTL of 0.1 mg/kg in the soil sample collected from SB-21 (located north of SB-9) at a depth interval of 2-4 ft bls (0.15 mg/kg), and BaPE was detected in SB-21 above the RSCTL of 0.1 mg/kg at depth intervals of 0.5-2 ft bls (0.2 mg/kg) and 2-4 ft bls (0.2 mg/kg).

The laboratory analytical results from the remaining soil samples collected did not reveal detections of contaminants at concentrations greater than the SCTLs.

- The groundwater analytical results from sampling on October 09, 2025, indicate that benzene (4.2 µg/L), toluene (87 µg/L), and total xylenes (44 µg/L), were detected in the sample collected from MW-4 at concentrations above the respective GCTLs. Contaminant detections were identified in monitoring well MW-5 at concentrations that did not exceed GCTLs.

The groundwater analytical results from sampling on November 25, 2025, indicate that benzene (1.5 µg/L) was detected in the sample collected from MW-5 at a concentration above the GCTL. Contaminant detections were identified in monitoring well MW-4 at concentrations that did not exceed GCTLs.

The laboratory analytical results from the remaining groundwater samples collected did not reveal detections of contaminants at concentrations greater than the GCTLs.

- The direction of groundwater flow was generally towards the west and north on October 09, 2025, and towards the north on November 25, 2025.
- There are no domestic potable drinking water wells within a 0.5-mile radius of the site.



Based on the current and historical data, RES recommends that a Limited Scope Remedial Action Plan (LSRAP) be prepared to address the removal of the remaining diesel-impacted soil and that future groundwater monitoring be conducted, so that a Risk Management Option Level 1 (RMO-1) closure can be issued for the site.

We appreciate the opportunity to assist you with this project. If you have any questions, please contact us at 954-484-8500

Sincerely,

RES Florida Consulting, LLC

Paul Maxwell, P.G.
Senior Geologist

Kathryn Eisnor
Senior Scientist

Figures	Figure 1 – Location Map Figure 2 – USGS Topographic Map Figure 3 – Aerial Photograph Figure 4 – Soil Boring Location/OVA Summary Figure 5 – Reference Lines for Geological Sections Figure 6 – Geological Cross Section A-A' Figure 7 – Geological Cross Section B-B' Figure 8 – Soil Analytical Summary Figure 9 – Groundwater Analytical Summary Figure 10 – Groundwater Elevation Contour Map (10/09/2025) Figure 11 – Groundwater Elevation Contour Map (11/25/2025)
Tables	Table 1 – Soil OVA Results Table 2A – Soil Analytical Summary – VOAs, TRPHs, and Metals Table 2B – Soil Analytical Summary - PAHs Table 3 – Benzo(a)pyrene Conversion Tables Table 4A – Groundwater Monitoring Well Analytical Summary – VOCs and Metals Table 4B – Groundwater Monitoring Well Analytical Summary – PAHs and TRPHs Table 5 – Groundwater Elevation Summary
Appendices	Appendix A – OVA Calibration Log and Soil Boring Logs Appendix B – Well Construction Logs, Well Completion Report, and IDW Disposal Documentation Appendix C – Equipment Calibration Logs and Groundwater Sampling Logs Appendix D – Laboratory Analytical Reports and Chain of Custody Documentation

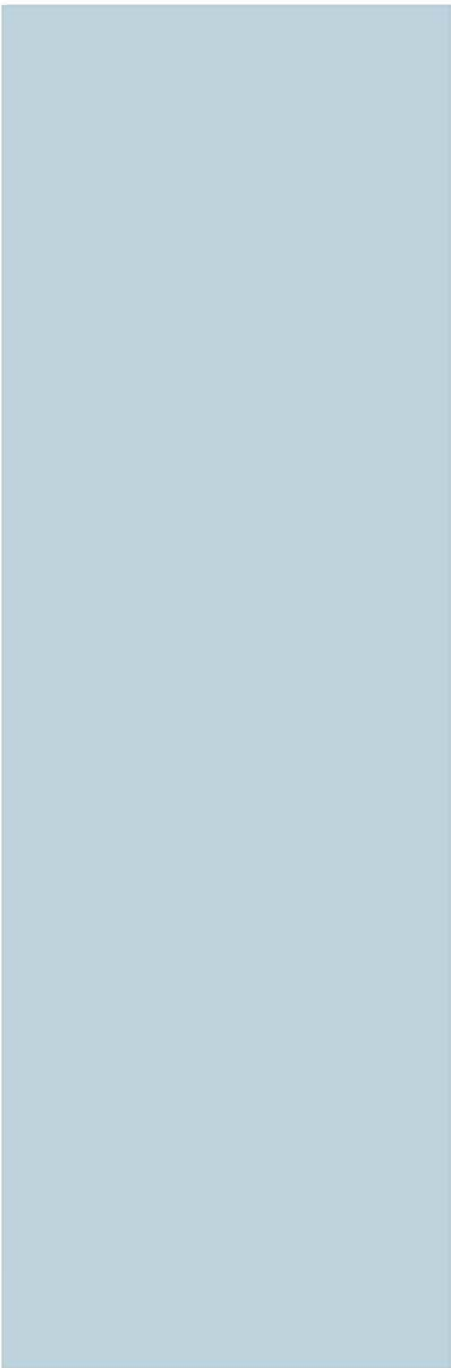
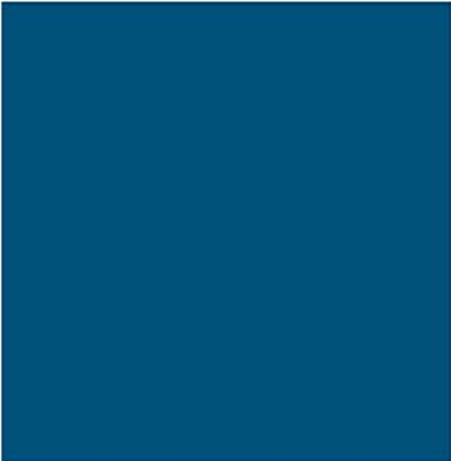


Professional Certification

I, Paul Maxwell, certify that I currently hold an active license in the State of Florida and am competent through education or experience to provide the engineering services contained in this report. I certify that applicable portions of this technical document and associated work comply with applicable rules and standard professional practices and that the work was conducted under my responsible charge. RES Florida Consulting, LLC d/b/a E Sciences, 34 East Pine Street, Orlando, Florida 32801, holds an active certificate of authorization (#PG-1593) to provide geological services in the State of Florida.



Paul Maxwell, P.G.
License Number 9542
Date: January 20, 2026



Figures

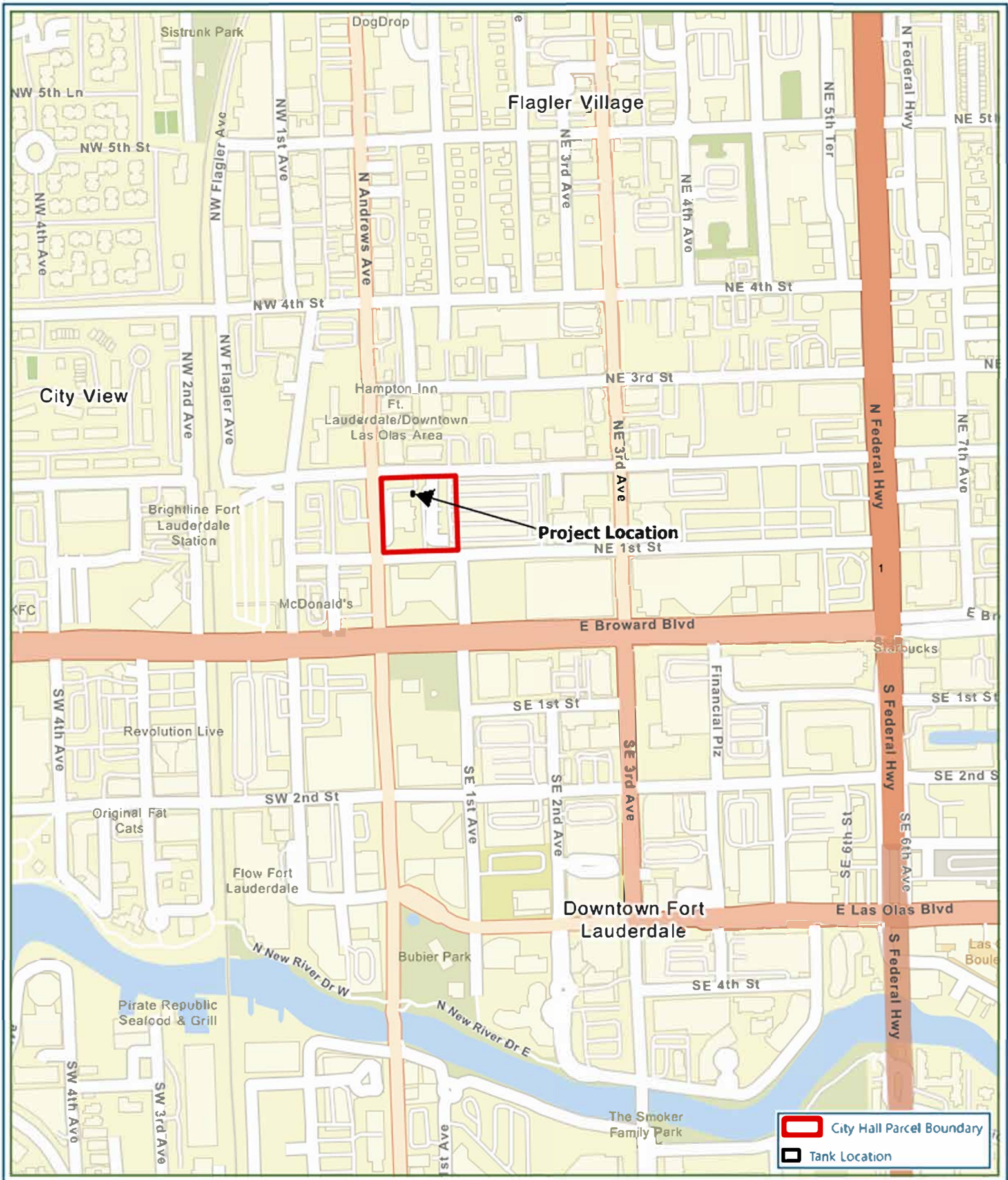
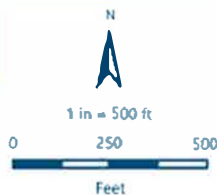


Figure 1
Location Map

Fort Lauderdale City Hall
(FT Lauderdale City-City Hall Basement)
100 North Andrews Avenue
Fort Lauderdale, Broward County, FL



Reference: Project limits are approximate. The project boundaries depicted on this map have not been surveyed and are for assessment purposes only. This information is not to be used as final legal boundaries.
Project Number: 112438 *Data Source:* ESRI Streetmaps
Spatial Reference:
 NAD 1983 2011 StatePlane Florida East FIPS 0901 Ft US
Date Expired: 12/18/2025



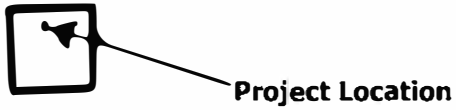
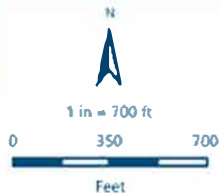


Figure 2
USGS Topographic Map
Fort Lauderdale City Hall
(FT Lauderdale City-City Hall Basement)
100 North Andrews Avenue
Fort Lauderdale, Broward County, FL



Reference: Project limits are approximate. The project boundaries depicted on this map have not been surveyed and are for assessment purposes only. This information is not to be used as final legal boundaries.
Project Number: 112438 Data Source: USGS
Spatial Reference:
NAD 1983 2011 StatePlane Florida East FIPS 0901 Ft US
Date Expired: 12/18/2025



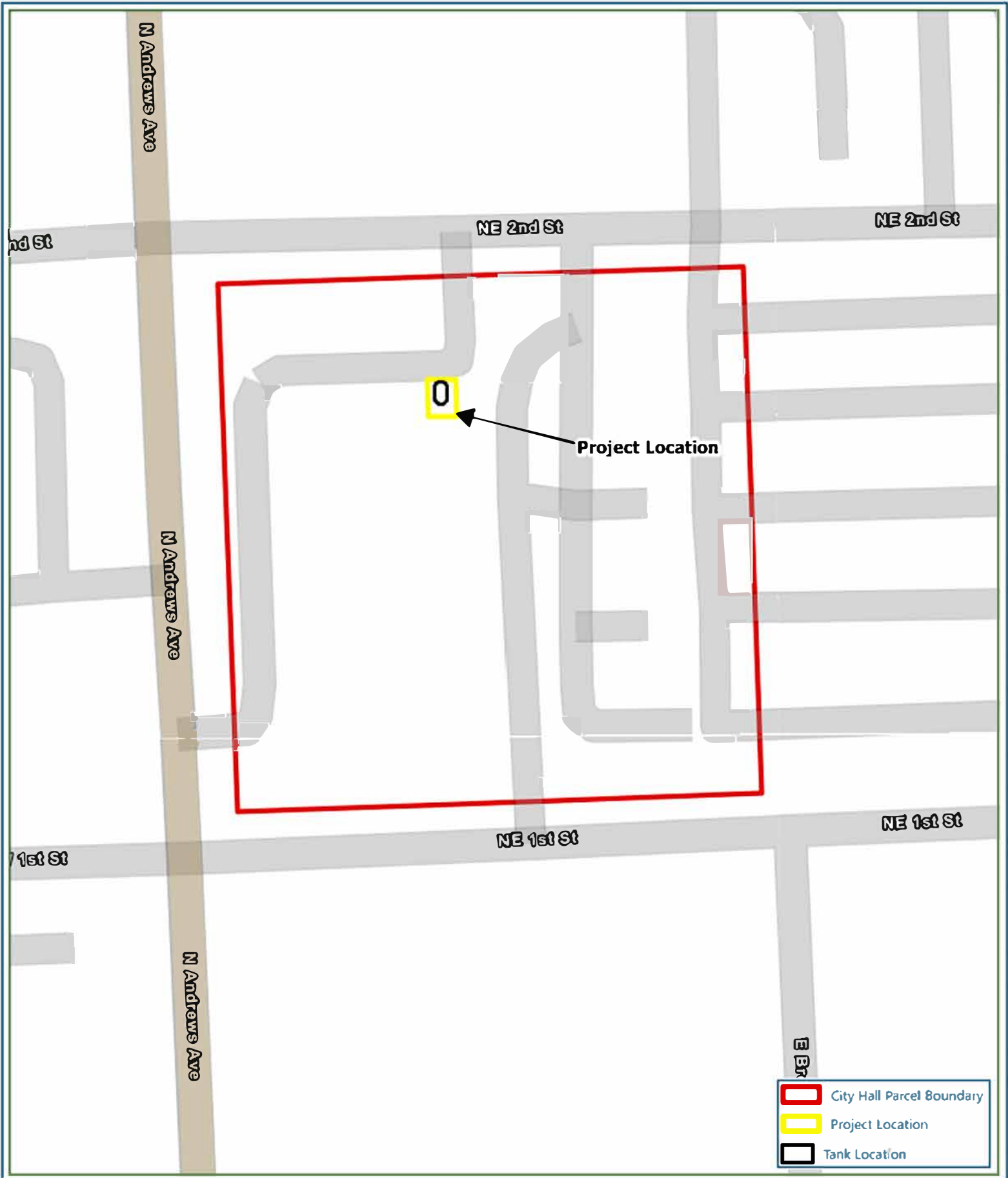
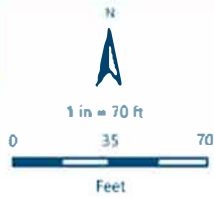


Figure 3
Aerial Photograph

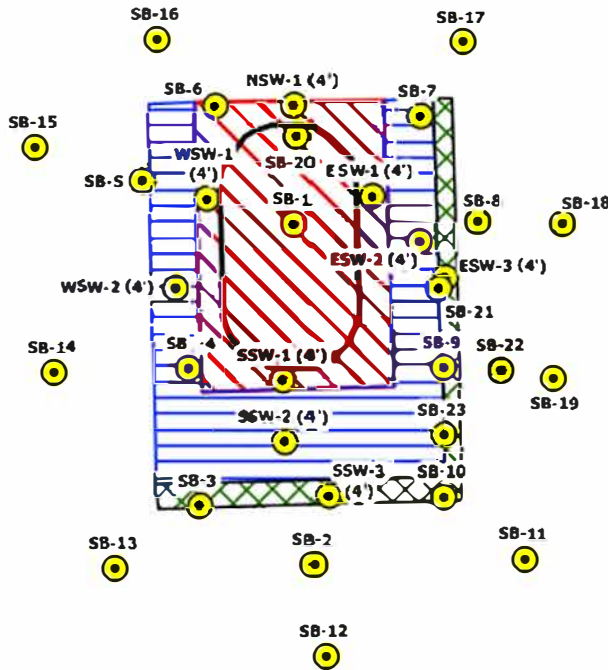
Fort Lauderdale City Hall
(FT Lauderdale City-City Hall Basement)
100 North Andrews Avenue
Fort Lauderdale, Broward County, FL



Reference: Project limits are approximate. The project boundaries depicted on this map have not been surveyed and are for assessment purposes only. This information is not to be used as final legal boundaries.
Project Number: 112438 *Data Source:* 'World Imagery'
Spatial Reference:
 NAD 1983 2011 StatePlane Florida East FIPS 0901 Ft US
Date Expired: 12/18/2025



Sample			OVA
Boring Number	Date Collected	Sample Interval (ft/bs)	Net OVA Reading (ppm)
SB-1	10/2/2025	0-1	0.0
		1-2	0.0
		2-3	0.0
		3-4	0.0
		4-5	4.8
SB-2	10/2/2025	5-6	0.0
		0-1	0.0
		1-2	0.0
		2-3	0.0
		3-4	0.0
SB-3	10/2/2025	4-5	0.8
		5-6	0.0
		0-1	0.0
		1-2	0.0
		2-3	0.0
SB-4	10/2/2025	3-4	0.0
		4-5	1.0
		5-6	5.2
		0-1	0.0
		1-2	0.0
SB-5	10/2/2025	2-3	0.5
		3-4	6.3
		4-5	8.4
		5-6	7.5
		0-1	0.0
SB-6	10/2/2025	1-2	1.0
		2-3	0.0
		3-4	0.0
		4-5	0.0
		5-6	0.0
SB-6	10/2/2025	0-1	0.0
		1-2	0.0
		2-3	0.0
		3-4	0.0
		4-5	4.8
SB-6	10/2/2025	5-6	0.0
		0-1	0.4
		1-2	1.8
		2-3	8.2
		3-4	3.5
SB-7	10/2/2025	4-5	2.3
		5-6	1.2
		0-1	0.0
		1-2	0.0
		2-3	0.0
SB-8	10/2/2025	3-4	0.0
		4-5	2.7
		5-6	7.8
		0-1	0.0
		1-2	0.0
SB-9	10/2/2025	2-3	3.2
		3-4	3.0
		4-5	6.1
		5-6	16.1
		0-1	0.8
SB-10	10/2/2025	1-2	0.4
		2-3	2.9
		3-4	2.2
		4-5	3.6
		5-6	3.9



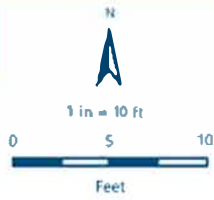
SB-21	11/25/2025	0-0.5	91.3
		0.5-1	39.5
		1-2	59.6
		2-3	72.5
		3-4	59.5
SB-22	11/25/2025	0-0.5	23.4
		0.5-1	26.1
		1-2	45.2
		2-3	14.3
SB-23	11/25/2025	3-4	28.1
		0-0.5	0.0
		0.5-1	0.0
SB-23	11/25/2025	1-2	0.0
		2-3	0.6
		3-4	0.7

- Original Excavation
- Second Excavation
- Third Excavation
- Soil Boring Location
- Tank Location

SB-11	10/3/2025	0-1	0.0
		1-2	0.0
		2-3	0.0
		3-4	0.8
		4-5	1.2
SB-12	10/3/2025	5-6	3.1
		0-1	0.0
		1-2	0.5
		2-3	0.2
		3-4	1.1
SB-13	10/3/2025	4-5	4.7
		5-6	4.6
		0-1	0.0
		1-2	0.3
		2-3	1.8
SB-14	10/3/2025	3-4	7.2
		4-5	8.1
		5-6	14.4
		0-1	0.0
		1-2	0.0
SB-15	10/3/2025	2-3	1.5
		3-4	3.3
		4-5	2.4
		5-6	19.9
		0-1	1.9
SB-16	10/3/2025	1-2	0.0
		2-3	0.0
		3-4	0.0
		4-5	0.0
		5-6	0.0
SB-17	10/3/2025	0-1	0.7
		1-2	8.2
		2-3	10.2
		3-4	11.6
		4-5	8.4
SB-18	10/3/2025	5-6	2.5
		0-1	0.0
		1-2	0.0
		2-3	0.6
		3-4	2.3
SB-19	10/3/2025	4-5	2.4
		5-6	3.8
		0-1	0.0
		1-2	0.7
		2-3	3.8
SB-20	10/3/2025	3-4	5.2
		4-5	3.8
		5-6	7.5
		0-1	0.8
		1-2	3.4
SB-20	10/3/2025	2-3	2.3
		3-4	2.6
		4-5	8.0
		5-6	8.0
		6-8	9.9
SB-20	10/3/2025	8-10	3.2

Notes: OVA = organic vapor analyzer
ft = feet
ft/bs = feet below land surface
ppm = parts per million

Figure 4
Soil Boring Location/OVA Summary
Fort Lauderdale City Hall
(FT Lauderdale City-City Hall Basement)
100 North Andrews Avenue
Fort Lauderdale, Broward County, FL



Reference: Project limits are approximate. The project boundaries depicted on this map have not been surveyed and are for assessment purposes only. This information is not to be used as final legal boundaries.
Project Number: 112438 Data Source: BDH Site Survey
Spatial Reference: NAD 1983 7011 StatePlane Florida East FIPS 0901 Ft US
Date Expired: 12/18/2025

CAM 26-0494
www.res.us
Exhibit 1
Page 70 of 88

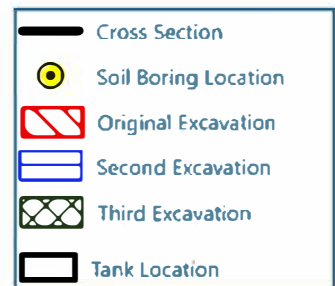
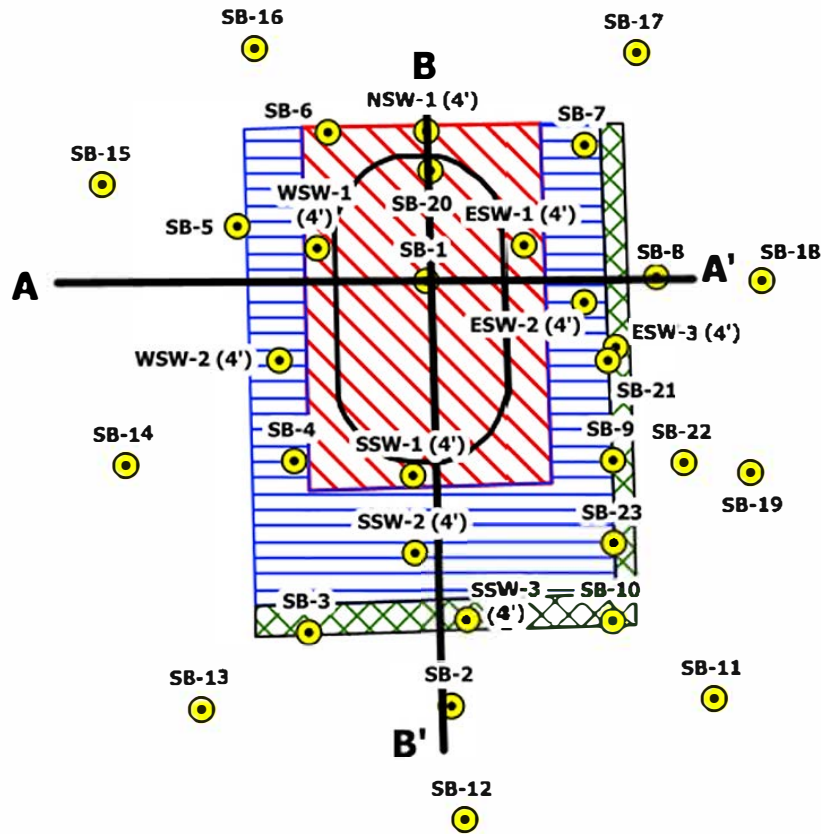


Figure 5
Reference Lines for Geological Sections
Fort Lauderdale City Hall
(FT Lauderdale City-City Hall Basement)
100 North Andrews Avenue
Fort Lauderdale, Broward County, FL



Reference: Project limits are approximate. The project boundaries depicted on this map have not been surveyed and are for assessment purposes only. This information is not to be used as final legal boundaries.
 Project Number: 112438 Data Source: BDH Site Survey
 Spatial Reference:
 NAD 1983 2011 StatePlane Florida East FIPS 0901 Ft US
 Date Expired: 12/18/2025



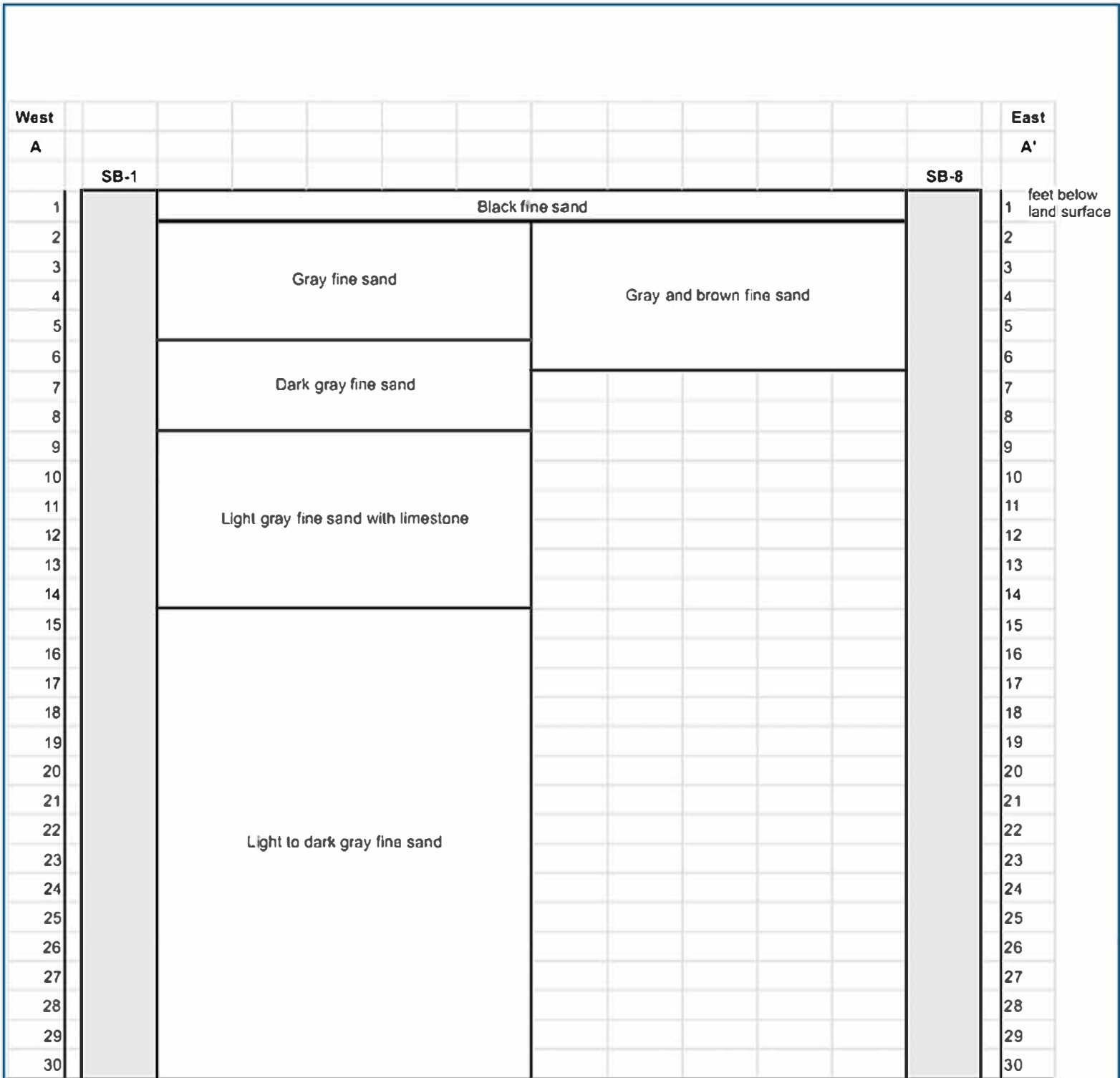


Figure 6
Geological Cross Section A-A'
Fort Lauderdale City Hall
(FT Lauderdale City-City Hall Basement)
100 North Andrews Avenue
Fort Lauderdale, Broward County, FL

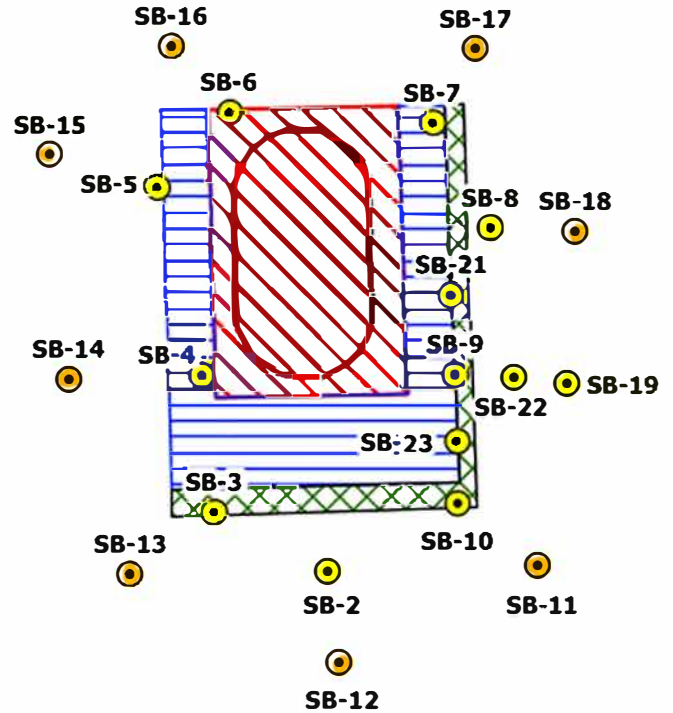


Reference: Project limits are approximate. The project boundaries depicted on this map have not been surveyed and are for assessment purposes only. This information is not to be used as final legal boundaries.
Project Number: 112438 Data Source: RES
Spatial Reference:
 NAD 1983 2011 StatePlane Florida East FIPS 0901 Ft US
Date Expired: 1/9/2026



Boring #	Date Collected	Sample Interval (ft/s)	Benzo (a) pyrene	Benzo (a) pyrene
			(mg/kg)	(mg/kg)
SB-2	10/2/2025	0-0.5	0.017	0.0
	10/2/2025	0.5-2	0.07	0.1
	10/2/2025	2-4	0.062	0.1
SB-3	10/2/2025	0-0.5	0.013	0.0
	10/2/2025	0.5-2	0.082	0.1
	10/2/2025	2-4	0.052	0.1
SB-4	10/2/2025	0-0.5	0.082	0.1
	10/2/2025	0.5-2	0.085	0.1
	10/2/2025	2-4	0.017	0.0
SB-5	10/2/2025	0-0.5	0.021	0.0
	10/2/2025	0.5-2	0.021	0.0
	10/2/2025	2-4	0.0087	0.0
SB-6	10/2/2025	0-0.5	0.016	0.0
	10/2/2025	0.5-2	0.039	0.1
	10/2/2025	2-4	0.011	0.0
SB-7	10/2/2025	0-0.5	0.068	0.1
	10/2/2025	0.5-2	0.052	0.1
	10/2/2025	2-4	0.045	0.1
SB-8	10/2/2025	0-0.5	0.0054	0.0
	10/2/2025	0.5-2	0.021	0.0
	10/2/2025	2-4	0.098	0.1
SB-9	10/2/2025	0-0.5	0.041	0.1
	10/2/2025	0.5-2	0.12	0.2
	10/2/2025	2-4	0.16	0.2
SB-10	10/2/2025	0-0.5	0.029	0.0
	10/2/2025	0.5-2	0.03	0.0
	10/2/2025	2-4	0.034	0.1
SB-19	10/3/2025	0-0.5	0.048	0.1
	10/3/2025	0.5-2	0.041	0.1
	10/3/2025	2-4	0.053	0.1
Leachability Based on Groundwater Criteria SCTL (mg/kg)			8	**
Direct Exposure Residential SCTL (mg/kg)			0.1	0.1
Direct Exposure Commercial/Industrial SCTL (mg/kg)			0.7	0.7

SB-21	11/25/2025	0-0.5	0.029	0.0
	11/25/2025	0.5-2	0.11	0.2
	11/25/2025	2-4	0.15	0.2
SB-22	11/25/2025	0-0.5	0.064	0.1
	11/25/2025	0.5-2	0.098	0.1
	11/25/2025	2-4	0.050	0.1
SB-23	11/25/2025	0-0.5	0.015	0.0
	11/25/2025	0.5-2	0.070	0.1
	11/25/2025	2-4	0.081	0.1



Notes: PAHs = Polycyclic aromatic hydrocarbons
 mg/kg = milligrams per kilogram
 NA = Not Analyzed
 I = The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.
 U = Indicates the compound was analyzed for but not detected above the method detection limit.
 SCTLs = Soil Cleanup Target Levels specified in Chapter 62-777, F.A.C.
 ** Direct exposure based on acute toxicity considerations
 # = Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL for Benzo(a)pyrene using the approach described in the February 2005 'Final Technical Report: Development of Cleanup Target Levels (CTLs) for Chapter 62-777, F.A.C.'

[BOLD] = Concentration exceeds SCTL

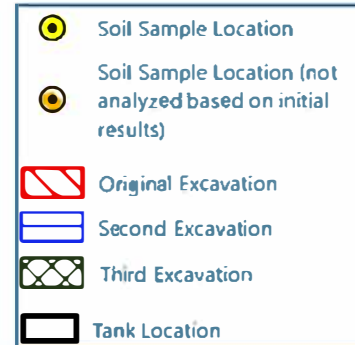
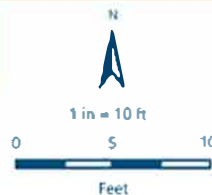


Figure 8
 Soil Analytical Summary
 Fort Lauderdale City Hall
 (FT Lauderdale City-City Hall Basement)
 100 North Andrews Avenue
 Fort Lauderdale, Broward County, FL



Reference: Project limits are approximate. The project boundaries depicted on this map have not been surveyed and are for assessment purposes only. This information is not to be used as final legal boundaries.
 Project Number: 112438 Data Source: BHD Site Survey
 Spatial Reference:
 NAD 1983 2011 StatePlane Florida East FIPS 0901 Ft US
 Date Exported: 1/9/2026



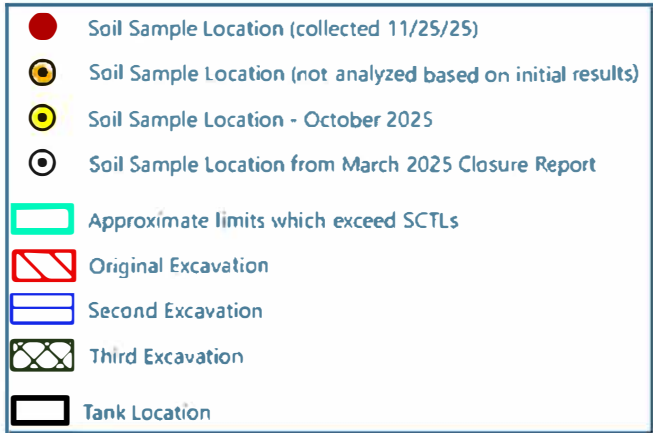
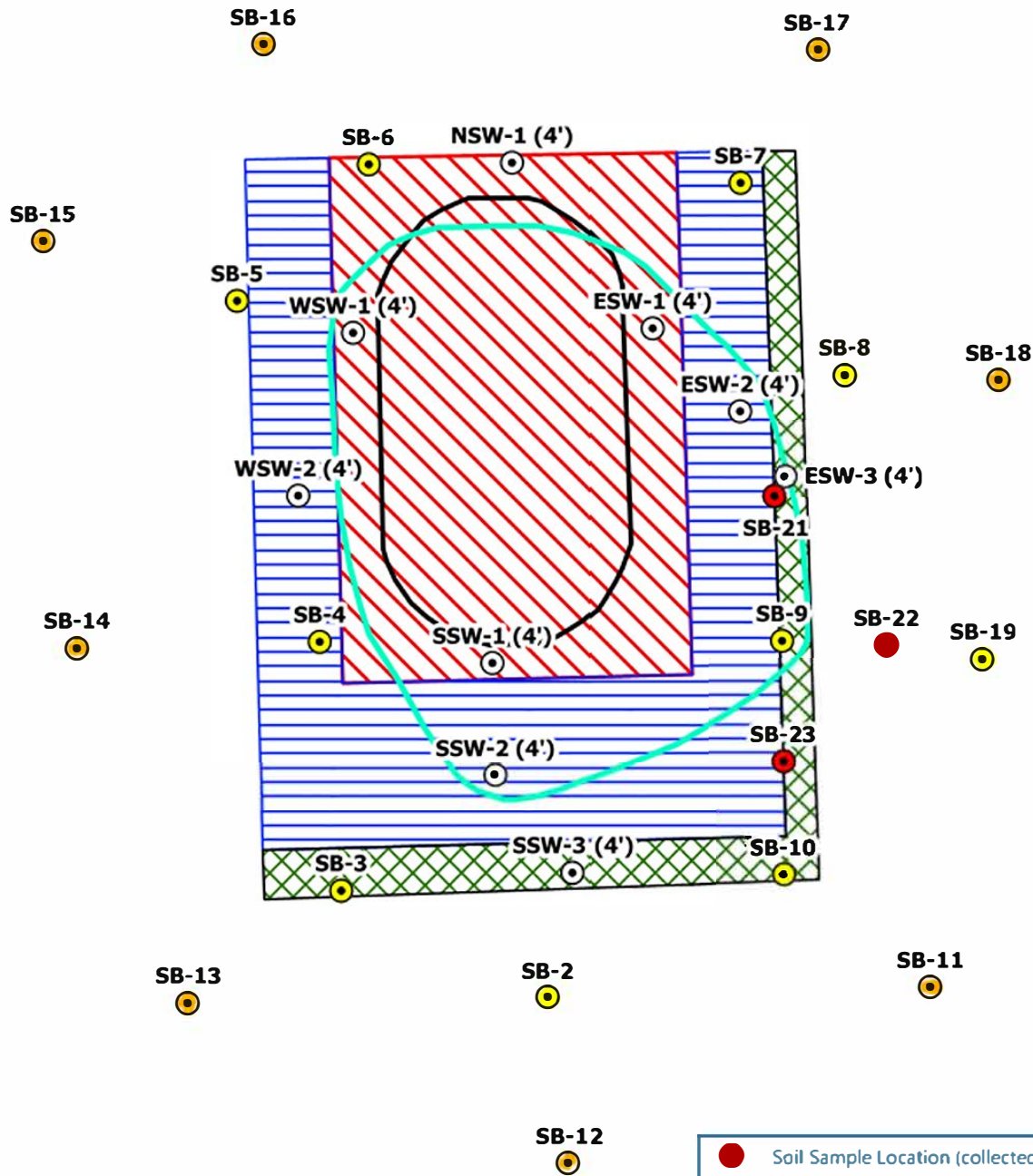
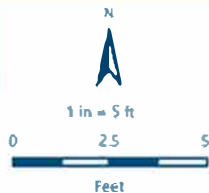


Figure 9
Soil Contaminant Isocontour Map

Fort Lauderdale City Hall
(FT Lauderdale City-City Hall Basement)
100 North Andrews Avenue
Fort Lauderdale, Broward County, FL



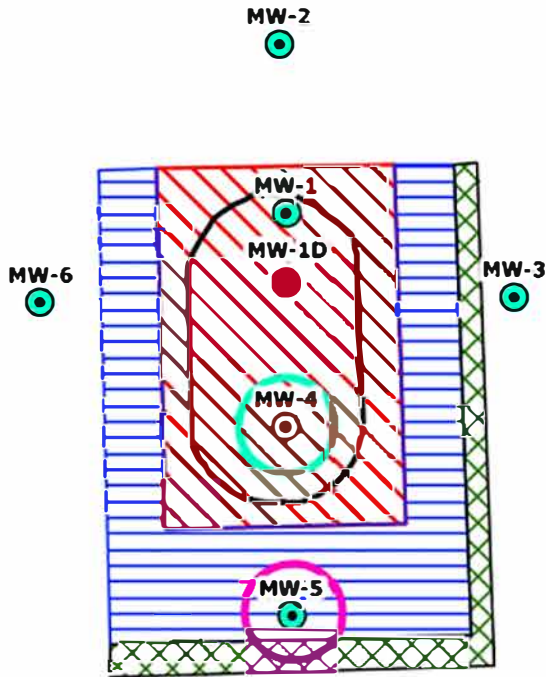
Reference: Project limits are approximate. The project boundaries depicted on this map have not been surveyed and are for assessment purposes only. This information is not to be used as final legal boundaries.

Project Number: 112438 Data Source: BHD Site Survey

Spatial Reference:
NAD 1983 2011 StatePlane Florida East FIPS 0901 Ft US

Date Expired: 12/19/2025





Notes: $\mu\text{g/L}$ = micrograms per liter

I = The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.

U = Indicates the compound was analyzed for but not detected above the method detection limit.

J3 - Estimated value; value may not be accurate. Spike recovery or RPD outside of criteria.

GCTLs = Groundwater Cleanup Target Levels specified in Table I of Chapter 62-777, F.A.C.

NADCs = Natural Attenuation Default Source Concentrations specified in Table V of Chapter 62-777, F.A.C.

** = As provided in Chapter 62-550, F.A.C.

BOLD = Concentration exceeds GCTL or NADC

Sample		Benzene	Toluene	Ethylbenzene	Xylenes, Total	Methyl-tert-butyl ether	1-Methyl-naphthalene	2-Methyl-naphthalene	Naphthalene
Location	Date	($\mu\text{g/L}$)	($\mu\text{g/L}$)	($\mu\text{g/L}$)	($\mu\text{g/L}$)	($\mu\text{g/L}$)	($\mu\text{g/L}$)	($\mu\text{g/L}$)	($\mu\text{g/L}$)
MW-1	10/9/2025	0.71 U	0.70 U	0.68 U	0.75 U	0.60 U	0.32 U	0.039 U	0.121
MW-1D	10/9/2025	0.71 U	0.70 U	0.68 U	0.75 U	0.60 U	0.32 U	0.039 U	0.027 U
MW-2	10/9/2025	0.71 U	0.70 U	0.68 U	0.75 U	0.60 U	0.32 U	0.039 U	0.027 U
MW-3	10/9/2025	0.71 U	0.70 U	0.68 U	0.75 U	0.60 U	0.32 U	0.039 U	0.027 U
MW-4	10/9/2025	4.2	87	12	44	0.60 U	0.161	0.19	0.39
	11/25/2025	1.3	12 J3	2.3	8.8 J3	0.60 U	0.57	0.91	2.0
MW-5	10/9/2025	1.2	15	2.0	8.4	0.60 U	0.44	0.30	0.29
	11/25/2025	1.5	1.9	0.68 U	2.3	0.60 U	0.34	0.34	0.30
MW-6	10/9/2025	0.71 U	0.70 U	0.68 U	0.75 U	0.60 U	0.32 U	0.039 U	0.027 U
GCTLs		1	40	30	20	20	28	28	14
NADCs		100	400	300	200	200	280	280	140

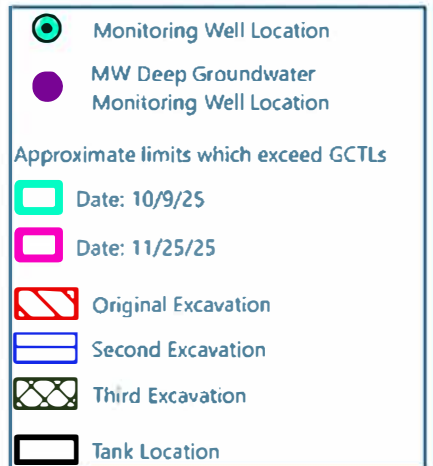
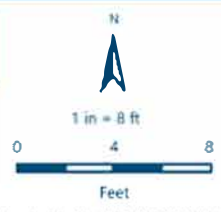


Figure 10
Groundwater Analytical Summary
City of Fort Lauderdale - City Hall
(FT Lauderdale City-City Hall Basement)
100 North Andrews Avenue
Broward County, FL



Reference: Project limits are approximate. The project boundaries depicted on this map have not been surveyed and are for assessment purposes only. This information is not to be used as final legal boundaries.
Project Number: 112438 Data Source: BHD Site Survey
Spatial Reference:
NAD 1983 2011 StatePlane Florida East FIPS 0901 Ft US
Date Expired: 12/19/2025



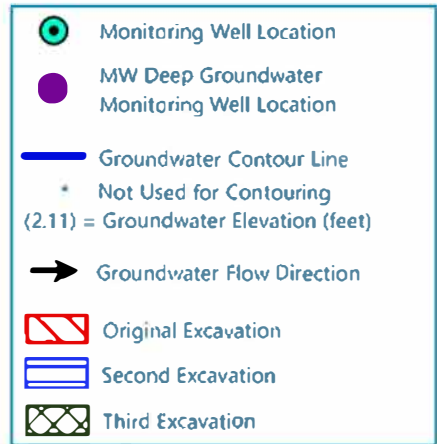
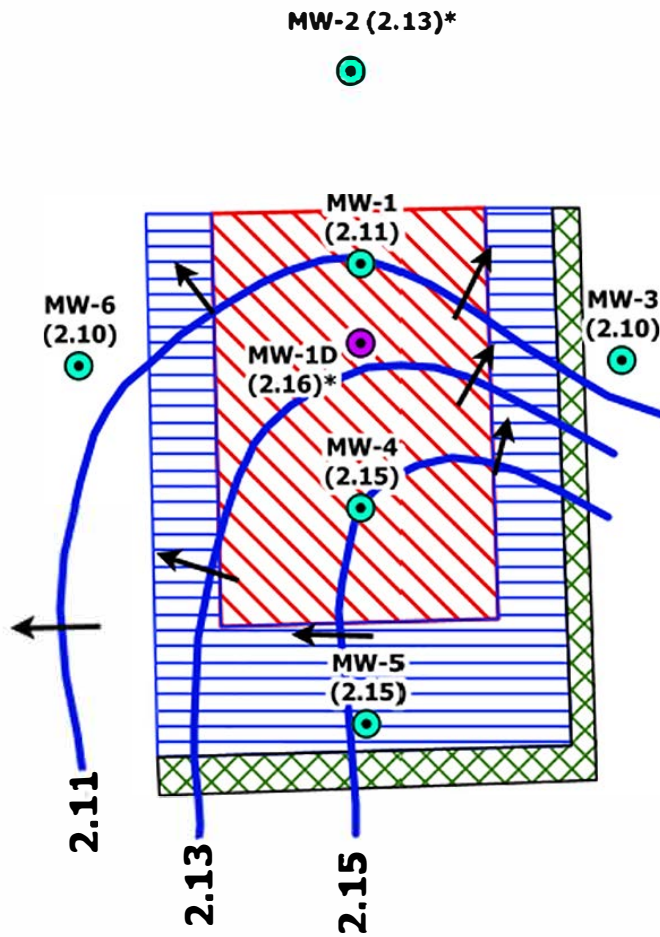
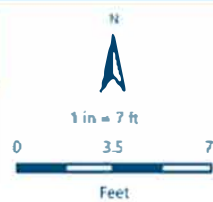


Figure 11
Groundwater Elevation Contour Map (10/09/2025)

City of Fort Lauderdale - City Hall
(FT Lauderdale City-City Hall Basement)
100 North Andrews Avenue
Broward County, FL



Reference: Project limits are approximate. The project boundaries depicted on this map have not been surveyed and are for assessment purposes only. This information is not to be used as final legal boundaries.

Project Number: 112438 Data Source: BHD Site Survey
Spatial Reference:
NAD 1983 2011 StatePlane Florida East FIPS 0901 Ft US
Date Expired: 12/19/2025



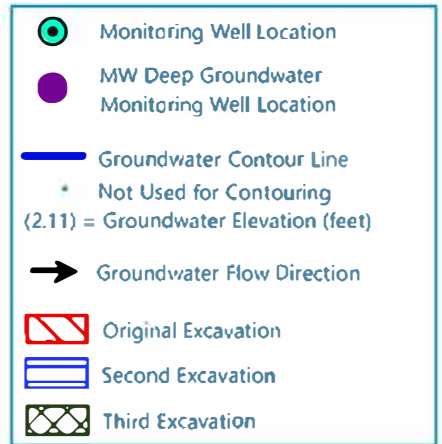
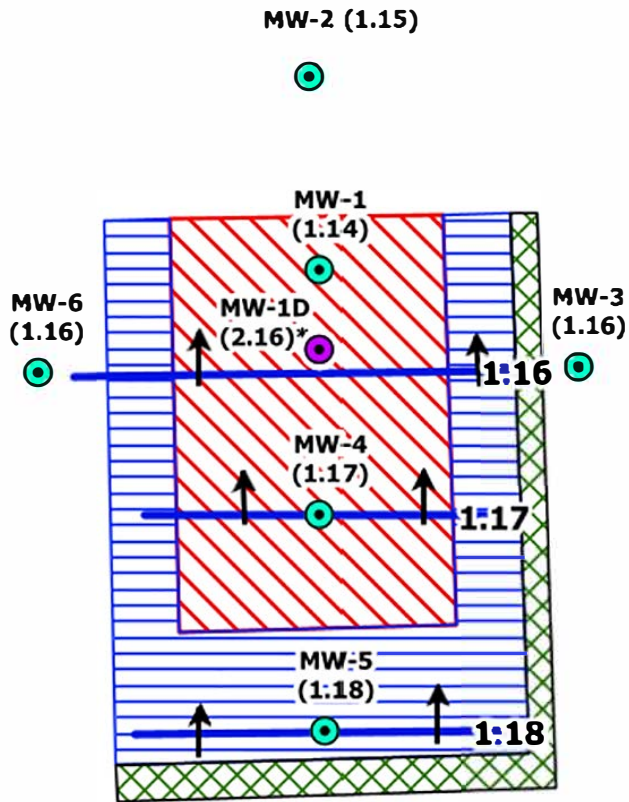
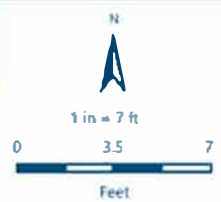


Figure 12
Groundwater Elevation Contour Map (11/25/2025)

City of Fort Lauderdale - City Hall
(FT Lauderdale City-City Hall Basement)
100 North Andrews Avenue
Broward County, FL



Reference: Project limits are approximate. The project boundaries depicted on this map have not been surveyed and are for assessment purposes only. This information is not to be used as final legal boundaries.

Project Number: 112438 Data Source: BHD Site Survey

Spatial Reference:
NAD 1983 2011 StatePlane Florida East FIPS 0901 Ft US

Date Expired: 1/9/2026







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.

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

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. _/_ - _/_/_/_/_/_/_/_