

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, 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 (as supplemented from time to time, the “Developer Proposal”), for the Project;

WHEREAS, on December 2, 2025, the City Commission adopted Resolution No. 25-231, wherein the City selected Developer as the highest ranked proposer for the design, development, financing, construction, operation, and maintenance 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, 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 the Pre-Development Work (as defined below) for the Project; (d) explore and refine the financing structure 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 comprehensive, not to exceed budget for the Project that will include assuming typical risks in a public-private partnership, subject to risk evaluation, mitigation, and other 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 C-1, Preliminary Programming

- (e) Exhibit D, Pre-Development Budget of Allowable Pre-Development Expenses;
- (f) Exhibit E, Key Personnel;
- (g) Exhibit F, Form of City Reimbursement Letter of Credit;
- (h) Exhibit G, Preliminary Project Schedule;
- (i) Exhibit H, Requirements for Comprehensive Agreement;
- (j) Composite Exhibit I, Environmental Site Assessment Report and Remediation Proposal;
- (k) Exhibit J, Insurance Requirements;
- (l) Exhibit K, Small, Local, and Disadvantaged Business Participation Plan; and
- (m) Exhibit L, 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 initial 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, 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. 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.

Section 6. Developer Responsibilities. Developer is the single party contracting with the City. Developer shall be wholly responsible to the City for the performance 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, operation, 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 governmental approvals, and (b) take any reasonable action upon Developer's request to obtain a 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, allow the Parties to secure financing, and to facilitate negotiation of a Comprehensive Agreement for the Project with a proposed risk allocation framework for consideration by the City. Developer shall be solely responsible for the procurement, purchase, or contracting necessary for the delivery and the City's Acceptance of the Pre-Development Work in accordance with this Agreement.

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

9.3 The Parties agree to cooperate with each other, and to exercise commercially reasonable efforts to cause their respective 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.

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 Laws. Any delay in Approval by the City of a compliant Report requirement is an Unavoidable Delay.

11.6 To the extent that (a) either a referral is made to the City Commission in accordance with the terms of this Agreement or the City has failed to provide its Approval or disapproval with respect to any Pre-Development Work within the time periods established in this 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 As of the Effective Date, the City has Accepted the Developer's space program and building design concept for the Project, which is set forth on Exhibit B (the "Conceptual Plan").

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.

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 an 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. Developer shall be reimbursed all Allowable Pre-Development Expenses 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. Each such report shall also separately identify: (a) Developer's Full Overhead and Expenses Rate for overhead and expenses attributable to the Pre-Development Work during the applicable reporting period; (b) the Developer's Discounted Overhead and Expenses Rate actually charged to the City for such reporting period; and (c) a cumulative accounting of all Deferred Developer Overhead and Expenses accrued through the end of the applicable reporting period. 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. 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, together with a final accounting of all Deferred Developer Overhead and Expenses.

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 Except to the extent 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 Financing.

14.1 The Parties acknowledge and agree that the financing structure for the Project shall consist of City-issued debt financing, as determined by the City in its sole discretion, together with an equity commitment from Developer as set forth herein. The City shall retain sole authority over the type, structure, terms, and conditions of the City's debt financing for the Project, including, without limitation, the selection of financing instruments, issuance timing, underwriters, and financial advisors. Developer shall have no approval or consent right with respect to any aspect of the City's debt financing. The City acknowledges and agrees that Developer's equity commitment shall provide for the following:

(a) The commitment of the lesser of: (i) Twenty-Four Million Dollars (\$24,000,000.00), (ii) ten percent (10%) of the Approved Project Budget as of the Effective Date, exclusive of furniture fixtures and equipment (the "Developer Equity Commitment"), (iii) unless agreed otherwise by the City, the amount that provides for the rate of return on Developer's equity set forth in clause (b) and results in the portion of the annual payment from the City to the Developer under the Comprehensive Agreement that compensates the Developer for the Developer Equity Commitment not exceeding \$3 million per year; and

(b) A post-tax internal rate of return on Developer's equity in the Project not less than eleven percent (11%) per annum, calculated on actual equity invested and distributions received over the term of the Comprehensive Agreement, and assuming Developer satisfies all of its performance obligations as set forth in the Comprehensive Agreement (the

"Maximum Equity Return"); *provided* that the Parties shall cooperate in good faith to minimize taxes affecting the Developer's equity returns through adjustments to the financing strategy.

14.2 Developer shall have no obligation to arrange for or procure any debt financing for the Project. Developer's sole financial commitment to the Project shall be the Developer Equity Commitment as set forth in Section 14.1(a).

14.3 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 debt financing, including, without limitation, providing financial statements, organizational documents, project cost estimates, 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 debt financing.

Section 15. Key Personnel.

15.1 During the Term, Developer shall retain, employ and utilize the individuals listed as key personnel in Exhibit E (the "Key Personnel"). Exhibit E 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.

15.2 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.

15.3 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.

15.4 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, Alex Barrett and Cody Kiess, who the City can contact as required (both during and outside business hours), and who will have access to other Key Personnel as necessary.

15.5 To the extent Developer proposed to replace any Key Personnel due to retirement, death, disability, incapacity, or voluntary or involuntary termination of employment, and without limiting the City's consent rights under Section 15.1, Developer may appoint an interim Key Personnel that Developer reasonably believes meets the requirements set forth in Section 15.1 and Section 15.2 pending the City granting its consent for a replacement in accordance with Section 15.1.

Section 16. Due Diligence; Site Access.

16.1 Without limiting Section 26 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 the performance of the Pre-Development Work, including, but not limited to, title examination, soil testing and boring, geotechnical investigations, test pile programs, subsurface utility investigations, environmental studies, surveying and all other customary due diligence and design-related investigations as part of the Pre-Development Work (collectively, "Due Diligence"). Developer shall provide written notice of its intent to access the Project Site to the City, including the scope and direction of access, at least forty-eight (48) hours (excluding weekends and City-observed holidays) in advance. During any such access, the City shall have the right to have a representative present (provided that the City's failure to have a representative present shall in no way limit the Developer's access rights) and Developer (and Developer's employees, agents, consultants, contractors, and representatives) shall comply with all applicable laws, including, without limitation, Chapter 17 of the City Code and any and all reasonable safety, operational, and security procedures and guidelines that City may reasonably establish on a case-by-case basis. City reserves the right to temporarily suspend Developer's access to the Project Site for reasons of health, safety, or emergency, provided that the City shall use commercially reasonable efforts to minimize disruption to the Pre-Development Work and shall promptly restore access when the conditions giving rise to such limitation or suspension have been resolved. All entry upon the Project Site shall be conducted in a manner that does not unreasonably interfere with City operations or public use of adjacent facilities. Both Parties agree to coordinate their respective activities relating to Developer's access to the Project Site and to respond to each other's requests in a timely manner. The Parties acknowledge that time is of the essence with respect to the Developer's access to the Project Site for purposes of performing the Pre-Development Work. Notwithstanding the foregoing, Developer acknowledges that the City has provided access to the Project Site to the Developer's design-builder 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.

16.2 Except as set forth in Section 16.3 and Section 16.4, all entry and activities on the Project Site shall be at the risk of Developer. The City shall have no liability for any injuries 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.

16.3 Without limiting Section 26 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.

16.4 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.

16.5 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 17. City Reimbursement. Within three (3) days after the Effective Date, Developer shall deliver an irrevocable letter of credit in the amount of Three Hundred Fifty Thousand Dollars (\$350,000) (the "Letter of Credit") to the City in the form attached hereto as Exhibit F or as otherwise reasonably acceptable to the City as security for Developer's obligation to pay the costs and expenses incurred by the City during the Term associated with City's negotiation of this Agreement and the Comprehensive Agreement (the "City Reimbursement"). The City shall have the right to draw upon the full amount of the Letter of Credit upon (a) a failure by Developer to pay the City the City Reimbursement within two (2) Business Days of Financial Close, or (b) a failure by Developer to pay the City the City Reimbursement within five (5) Business Days of termination of this Agreement due to a Developer Default. Notwithstanding the foregoing, in the event of termination of this Agreement due to a Developer Default upon which a Termination Payment is due from the City to Developer as set forth in this Agreement, such Termination Payment shall be reduced by the amount of the City Reimbursement and the City shall not be entitled to draw on the Letter of Credit except to the extent the amount of the City Reimbursement exceeds the amount of the Termination Payment and Developer fails to pay the City the amount of such excess within five (5) Business Days. For the avoidance of doubt, Developer acknowledges and agrees that the City Reimbursement shall not be an Allowable Pre-

Development Expense. The City shall promptly return and/or cancel the Letter of Credit to the extent (a) this Agreement expires, (b) this Agreement is otherwise terminated and the City shall not be entitled to draw on the Letter of Credit as described above, or (c) except to the extent the Letter of Credit forms part of the security required to be delivered by the Developer upon effectiveness of the Comprehensive Agreement, the Comprehensive Agreement becomes effective. As a condition precedent to any extension of the Term, the Developer shall deliver an amended or new Letter of Credit with an expiration date no earlier than the expiration date of such extended Term. In no event shall the Letter of Credit be subject to amendment or cancellation without the City's prior approval (except to the extent cancellation is required by the terms of this Section 17).

Section 18. Preliminary Project Schedule.

18.1 Attached as Exhibit G is a preliminary schedule for the Project that specifies the proposed start and finish dates 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 and Availability Payments.

19.1 So long as this Agreement is in effect, Developer shall have the exclusive right to negotiate the Comprehensive Agreement with the City.

19.2 The Parties shall work diligently, in good faith, to negotiate and prepare a mutually agreeable form of Comprehensive Agreement for the Project, incorporating the principles and agreements discussed between the Parties during the negotiations, including, without limitation, the scope, term, performance standards, and compensation for the operation and maintenance of the Project (including a payment schedule for the payment of Developer's development and mobilization fees), and shall at a minimum adhere to the requirements set forth in the term sheet attached hereto as Exhibit H. 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 Comprehensive Agreement will set forth the provisions for the disbursement of the Developer Equity Commitment or the provision of security in respect thereof.

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 Section 17 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 of 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 ninety (90) 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 Plenary Americas US Holdings Inc. or CORE Construction Services of Florida, LLC, 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 15.5, the Developer changes the Key Personnel without the City's written consent;

(e) Developer, Plenary Americas US Holdings Inc. or CORE Construction Services of Florida, LLC, 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 15.1;

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

(g) Developer rejects, or fails to accept in writing within ten (10) Business Days after a written request from the City, any material term of the Comprehensive Agreement as set forth in Exhibit H or otherwise in this Agreement; or

(h) 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 In the event either the City or Developer determines, within eight (8) months after the Effective Date, that an Impasse has been reached in their negotiation of any of the Material Terms of the Comprehensive Agreement (it being understood that a request of either Party to deviate materially from the terms of the Comprehensive Agreement attached as Exhibit H shall not be considered an Impasse), such Party shall deliver written notice to the other Party detailing the Impasse and requesting an in-person meeting with Key Decision-Makers. In the event the Parties are unable to resolve the Impasse within thirty (30) days after written notice of such Impasse, each of the City and Developer shall have the right to terminate this Agreement (such termination, an "Impasse Termination").

22.6 This Agreement shall automatically terminate upon Commercial Close.

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

Section 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, subject to the limitations and caps set forth in the Pre-Development Budget, plus the amount of the Deferred Developer Overhead and Expenses; provided, however, in any such event, the City shall have the right to elect to utilize the City Step-in Rights (as defined below) prior to the applicable Step-in Rights Deadline upon payment of the applicable Step-in Rights Fee, in full, to Developer.

23.2 In the event of an Impasse Termination by either Party, 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 (excluding any Deferred Developer Overhead and Expenses, which shall not be subject to reimbursement pursuant to this Section 23.2), subject to the limitations and caps set forth in the Pre-Development Budget; provided, however, in any such event, the City shall have the right to elect to utilize the City Step-in Rights prior to the applicable Step-in Rights Deadline upon payment of the applicable Step-in Rights Fee to Developer.

23.3 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 one hundred percent (100%) of Allowable Design Expenses incurred by Developer prior to the effective date of termination and fifty percent (50%) of all other Allowable Pre-Development Expenses incurred by Developer prior to the effective date of termination (excluding any Deferred Developer Overhead and Expenses, which shall not be subject to reimbursement pursuant to this Section 23.3), in each case subject to the limitations and caps set forth in the Pre-Development Budget; provided, however, in such event, the City shall have the right to elect to utilize the City Step-in Rights prior to the applicable Step-in Rights Deadline upon payment of the applicable Step-in Rights Fee, in full, to Developer.

23.4 In the event of termination of this Agreement by City due to Developer failing to meet a Major Pre-Development Milestone, which failure is not cured within the applicable notice and cure period, the City shall reimburse Developer for fifty percent (50%) of Allowable Design Expenses incurred by Developer prior to the effective date of termination or, in the event that City elects to utilize the City Step-in Rights, the City shall reimburse Developer for one hundred percent (100%) of Allowable Design Expenses incurred by Developer prior to the effective date of the termination, provided no Step-in Rights Fee shall be due to Developer (and in each case, excluding any Deferred Developer Overhead and Expenses, which shall not be subject to reimbursement pursuant to this Section 23.4), subject to the limitations and caps set forth in the Pre-Development Budget, provided Developer first satisfies its outstanding indemnification obligations and its obligations to restore the Project Site set forth in this Agreement

23.5 In the event of termination of this Agreement by City due to any other Developer Default, which Developer Default is not cured within any applicable notice and cure period, 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, any Allowable Pre-Development Expenses, or any Deferred Developer Overhead and Expenses.

23.6 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, or any Deferred Developer Overhead and Expenses.

23.7 Notwithstanding anything contained herein to the contrary, the Step-in Rights Deadline and Step-in Rights Fees shall not apply in the event the City elects to utilize the City Step-in Rights due to a Developer Default. Notwithstanding the foregoing, except in the event of a Developer Default, if the City elects to utilize the City Step-in Rights, the City shall not replace Developer with a third-party developer or other provider of equity capital or subordinated debt to continue the Project; provided, however, that the foregoing restriction shall not preclude the City from engaging an owner's representative to oversee the continuation of the Project. Notwithstanding anything contained in this Agreement to the contrary, City shall make its election to utilize the City Step-in Rights within sixty (60) days after the termination of this Agreement for any reason.

23.8 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 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.

23.9 Developer acknowledges and agrees that neither this Agreement nor the approval of any Pre-Development Work by the City, nor any performance of such work nor expenditure on any monies thereon shall grant or shall be deemed to have granted any rights in Developer to enter into the Comprehensive Agreement, and the City's approval of the Comprehensive Agreement rests in the sole legislative discretion of the City Commission. Developer expressly waives any and all claims to direct or indirect damages, including but not limited to any for lost profits or lost opportunity costs 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.

Section 24. Ownership of Documents. Upon termination of this Agreement and subject to the payment in full of any Termination Payment due to Developer, 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, 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. 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 the Developer's sole cost and expenses. 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 I (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 I (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 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.

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 actions 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 L. 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, or convey 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.

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 K.

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; and

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

(c) Except as may be required by 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; and

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 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 Indemnity 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 maybe 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 communication and community outreach;

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

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

(k) The exercise on behalf of the City, the City's right, upon consultation with the City Attorney, to declare a default, establish a reasonable time to cure the default, or determine whether a proposed cure is reasonable. Notwithstanding the 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 with 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:

Attention:
Phone:
E-mail:

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 duration of the 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 L. 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

[Witness type or print name]

By: _____
Dean J. Trantalis, Mayor

Signature

[Witness type or print name]

By: _____
Rickelle Williams, City Manager

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 this 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 this 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

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 11.2 and 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 within the Design-Build Breakout.

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

“Approved Project Budget” means the aggregate amount 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 Financial Close, (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.

“Deferred Developer Overhead and Expenses” means an amount equal to fifty percent (50%) of all Developer overhead and expenses actually incurred by Developer in connection with the performance of the Pre-Development Work prior to the expiration or termination of this Agreement, which overhead and expenses include, but are not limited to, time incurred by Developer executives, Developer travel expenses, and costs associated with work self-performed by Developer. Developer acknowledges and agrees that, during the Term, Developer shall charge the City only fifty percent (50%) of Developer’s standard billable rate for overhead and expenses attributable to the Pre-Development Work (the “Discounted Overhead and Expenses Rate”), and that Developer is deferring the remaining fifty percent (50%) of such overhead and expenses (the “Full Overhead and Expenses Rate”). For the avoidance of doubt, Developer shall have no right to recover the Deferred Developer Overhead and Expenses except as expressly provided in Section 23.1 of this 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 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.

“Impasse” means a deadlock on one or more Material Terms despite good faith negotiation efforts, where continued negotiations are unlikely to succeed during the Term.

“Key Decision Makers” means as to the City, the City Manager, and as to Developer, Alex Barrett.

“Major Pre-Development Milestones” means the following Pre-Development Milestones referenced in the Pre-Development Schedule: Design and Cost Deliverable #1, Design and Cost Deliverable #2, and Submission of Committed Project Proposal.

"Material Terms" means the essential deal terms, including development costs and compensation, financing structure, risk allocation, scope and technical specifications, project schedule, insurance and indemnification, post-completion operating arrangements, and termination rights and remedies.

"Step-in Rights Deadline" means the date that is sixty (60) days following Developer's satisfaction of Major Pre-Development Milestone 1 and (b) delivery by the Developer to the City of an analysis of the tax burden on the Developer's equity returns in accordance with Exhibit C, provided, however, that if the City disapproves Developer's submittal in accordance with Section 11.2, the Step-in Rights Deadline shall mean the date that is sixty (60) days following Developer's re-submittal of Major Pre-Development Milestone 1.

"Step-in Rights Fee" means an amount equal to (a) for the period from the Effective Date until July 10, 2026, One Million Dollars (\$1,000,000); and (b) thereafter, Two Million Dollars (\$2,000,000).

"Submittals" means the Reports and the Plans.

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

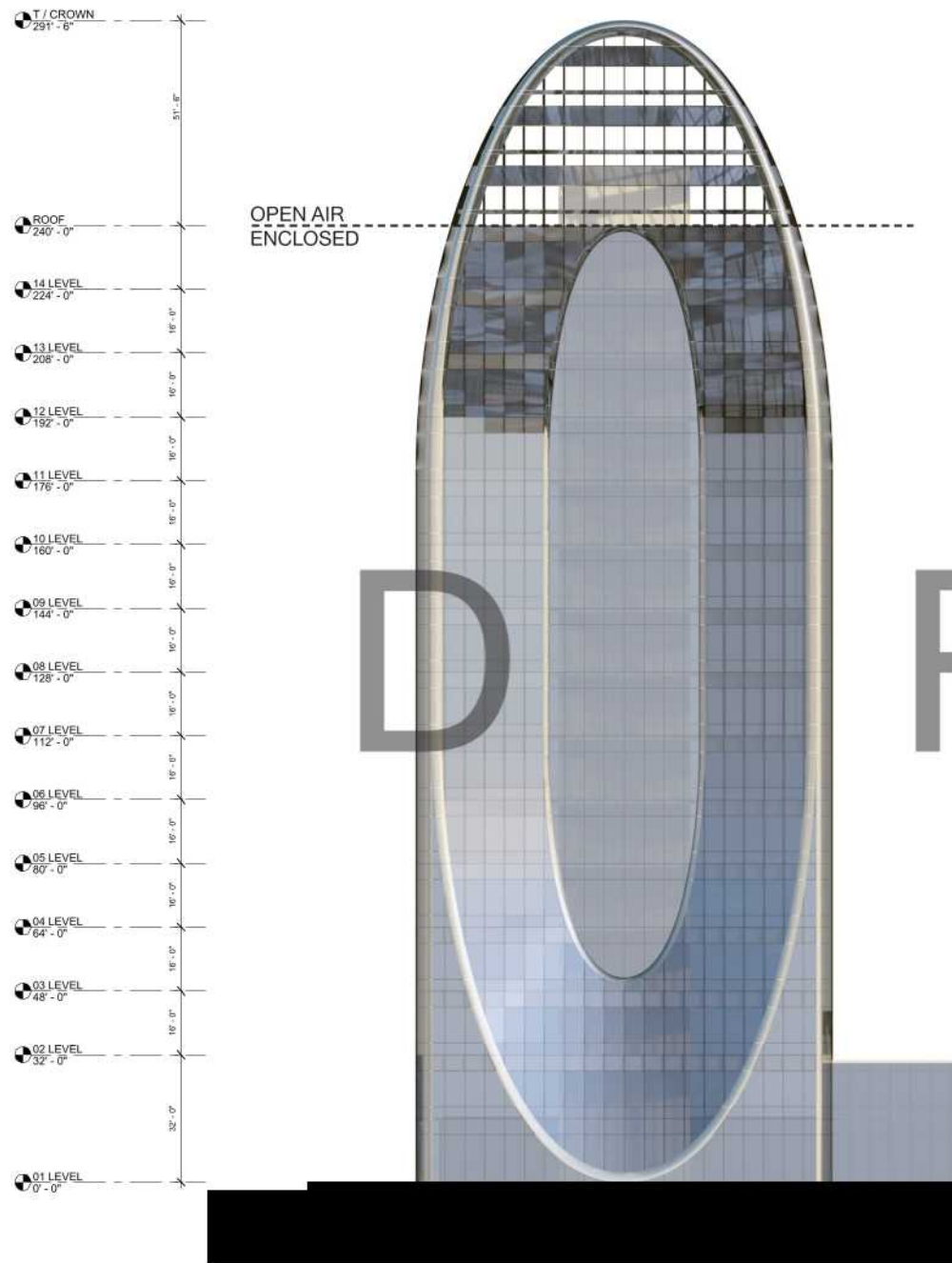
"Unavoidable Delay" is defined as, with respect to each Party, the occurrence and continuing impact of an event, act, omission, condition, or circumstance beyond such Party's reasonable control of such Party, or persons for whom such Party is responsible, that prevents or delays such Party from performing any of its obligations pursuant to this Agreement, including (i) war (including civil war and revolution), invasion, armed conflict, violent act of foreign enemy, military or armed blockade, or military or armed takeover of the Project Site; (ii) any act of riot, insurrection, civil commotion, act of terror or sabotage that causes direct physical damage to the Project Site; (iii) nuclear explosion, radioactive or chemical contamination of the Project Site; (iv) fire or explosion; (v) earthquake; (vi) hurricane force winds, tornadoes, floods, tsunamis, named windstorms or snow or ice storms that are not ordinarily encountered at the Project Site; (vii) any event resulting in the declaration of a state of emergency; (viii) with respect to the Developer, any delay attributable to the discovery of an Environmental Condition or other condition that requires the cessation of the Pre-Development Work in accordance with Applicable Law; or (ix) a breach or delay in providing a deliverable or an Approval (or disapproval) by the other Party or an unreasonable delay caused by the other Party in resolving a disapproval; provided, however, that (a) within ten (10) days after such Party becomes aware of the Unavoidable Delay, such Party provides written notice to the other Party of the occurrence and expected duration of the Unavoidable Delay, (b) such Party uses commercially reasonable efforts to mitigate the effects of and overcome the Unavoidable Delay, and (c) such Party resumes performance as soon as reasonably practicable after the cause of the Unavoidable Delay is removed or ceases. Notwithstanding the foregoing, an event will not constitute an Unavoidable Delay under this Agreement if such event is otherwise specifically dealt with in this Agreement or arises by reason of any of the following: (1) the gross negligence or willful misconduct of such Party or persons for whom such Party is responsible (the "Related Parties"); (2) any act or omission by such Party or the Related Parties in breach of the provisions of this Agreement; (3) any strike, labor dispute or labor protest directed solely at such Party or any Related Party or caused by or attributable to any act (including any pricing or other practice or method of operation) or omission of such Party or any Related Party; (4) market conditions or economic conditions affecting such Party's ability to meet its financial obligations or the availability, supply, or cost of labor, equipment and materials, construction equipment and supplies, or commodities, other than as a result of the events described in clauses (i) through (vii)

above; or (5) weather conditions, other than the events described in clauses (vi) and (vii) above. Notwithstanding anything to the contrary in this definition, no Party shall be entitled to claim an Unavoidable Delay to the extent that the event, act, omission, condition, or circumstance giving rise to such claimed delay was caused by, contributed to, or could have been reasonably avoided or mitigated by, such Party or its Related Parties, regardless of whether such event would otherwise satisfy the criteria set forth in clauses (i) through (ix) above.

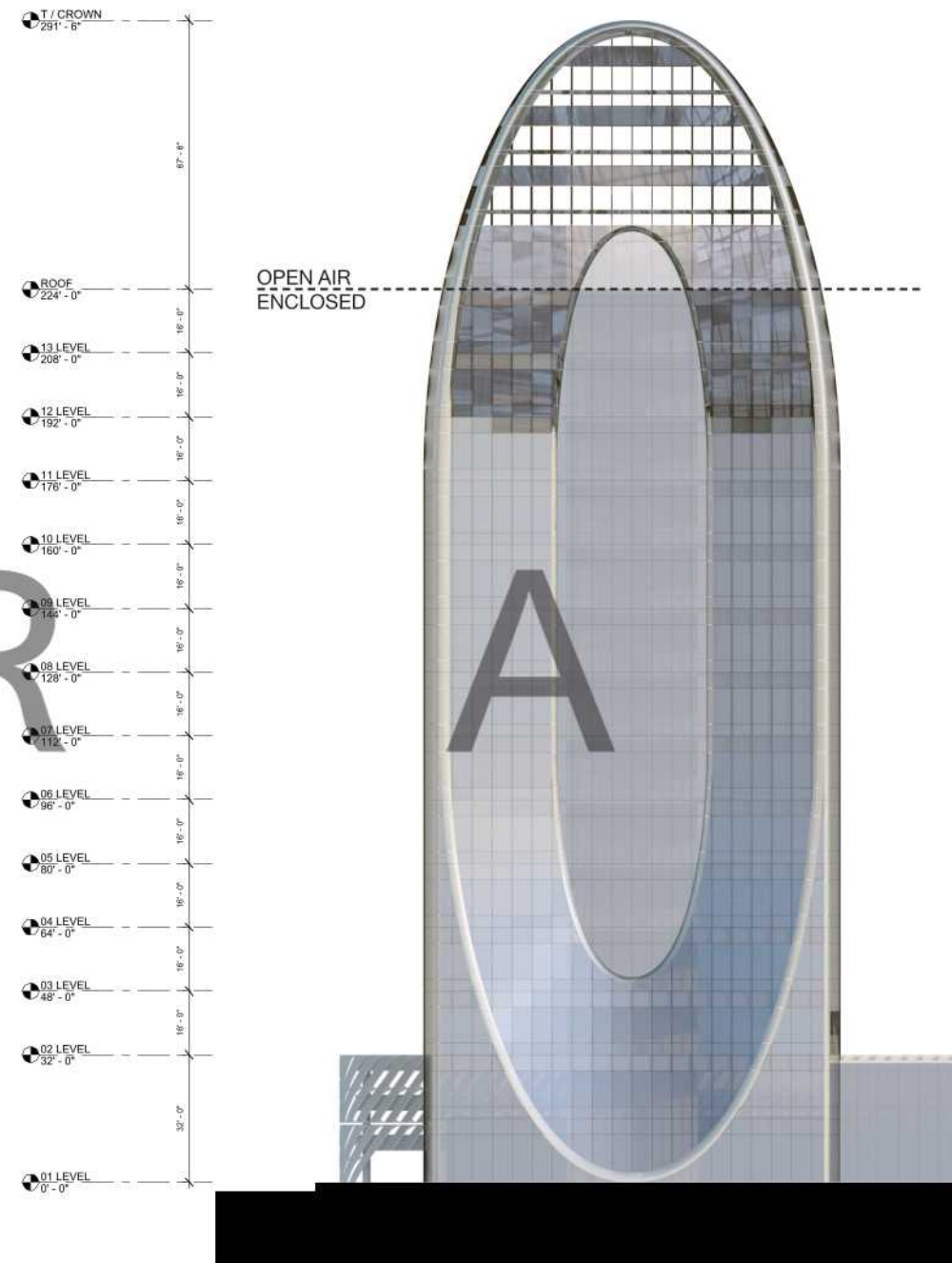
EXHIBIT B

**Approved Project Budget. Space
Program, and Building Design Concept
as of the Interim Agreement Effective Date**

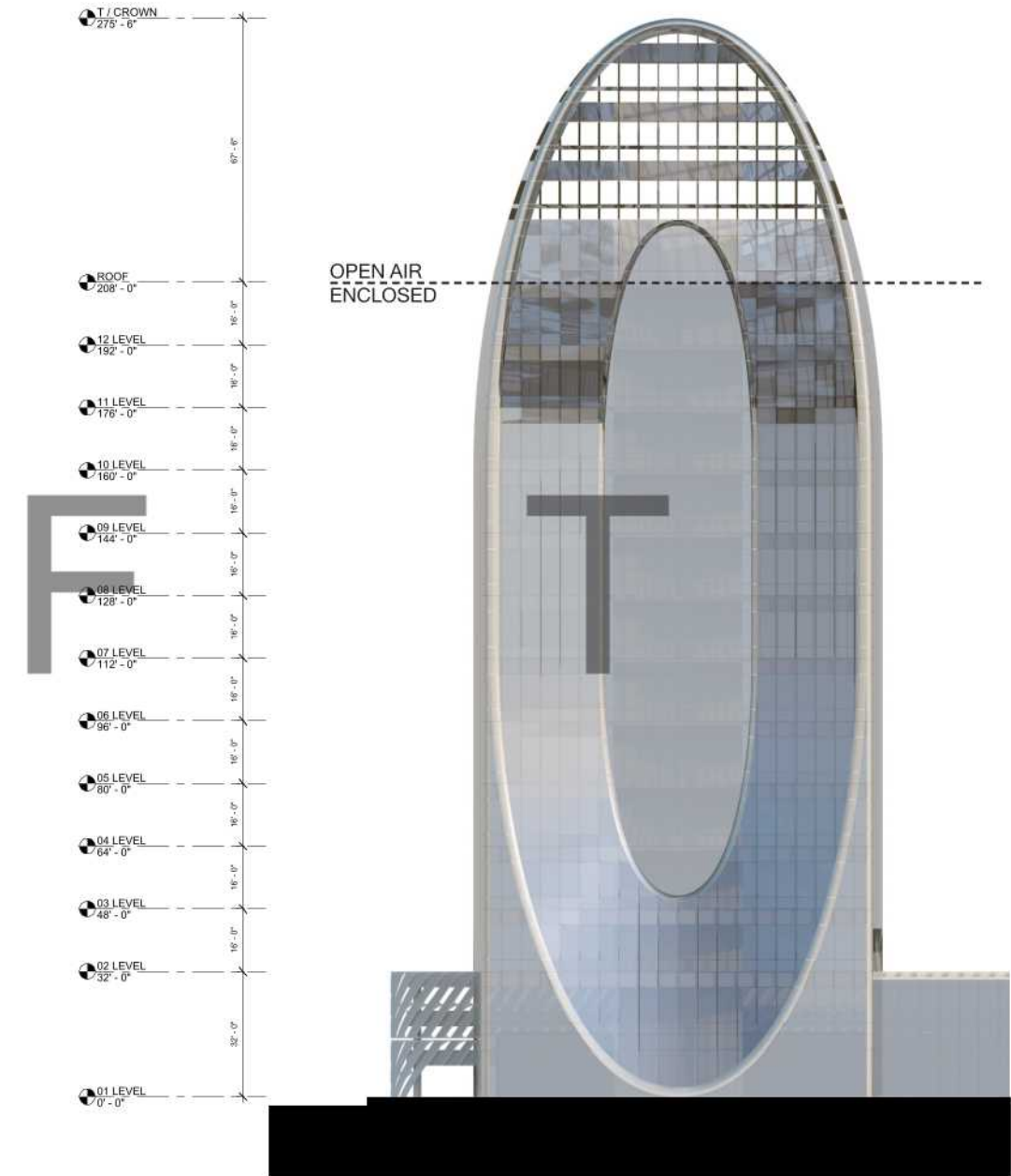
APPROVED PROJECT BUDGET		Notes
1 Employee Head Count:	~600	Current space programs includes 572 FTE and is subject to change based on the ongoing space program planning discussions.
2 Programming Gross Square Footage Target:	200,000	Target space program goal based on the project budget.
3 Developer Cost per Square Foot Estimate:	\$1,200	Proposal price of \$1,140 was modified as the gross square footage was reduced by approximately 100,000 square feet.
4 Design & Construction Cost:	\$240,000,000	
5 Developer Fee:	\$12,000,000	Five percent (5%) fee based on Design & Construction Cost (Row 4)
6 Project Administration Estimate During Construction Period	\$5,698,000	Developer responsibility - Oversight and inspections, contract administration, insurance, staffing, office expenses, banking charges, audit, etc
7 Developer Debt Capitalized Interest/Financing Costs	\$0	City responsibility - Ninety percent (90%) City Financing (debt service payments) and 10% Developer Equity (availability payments).
8 Estimated Design, Construction, & Financing Project Cost	\$257,698,000	
9 FFE Cost:	\$10,000,000	City responsibility - Estimate based on 200,000 square feet at \$50.00 per square foot.
10 Estimated Total Project Cost	\$267,698,000	



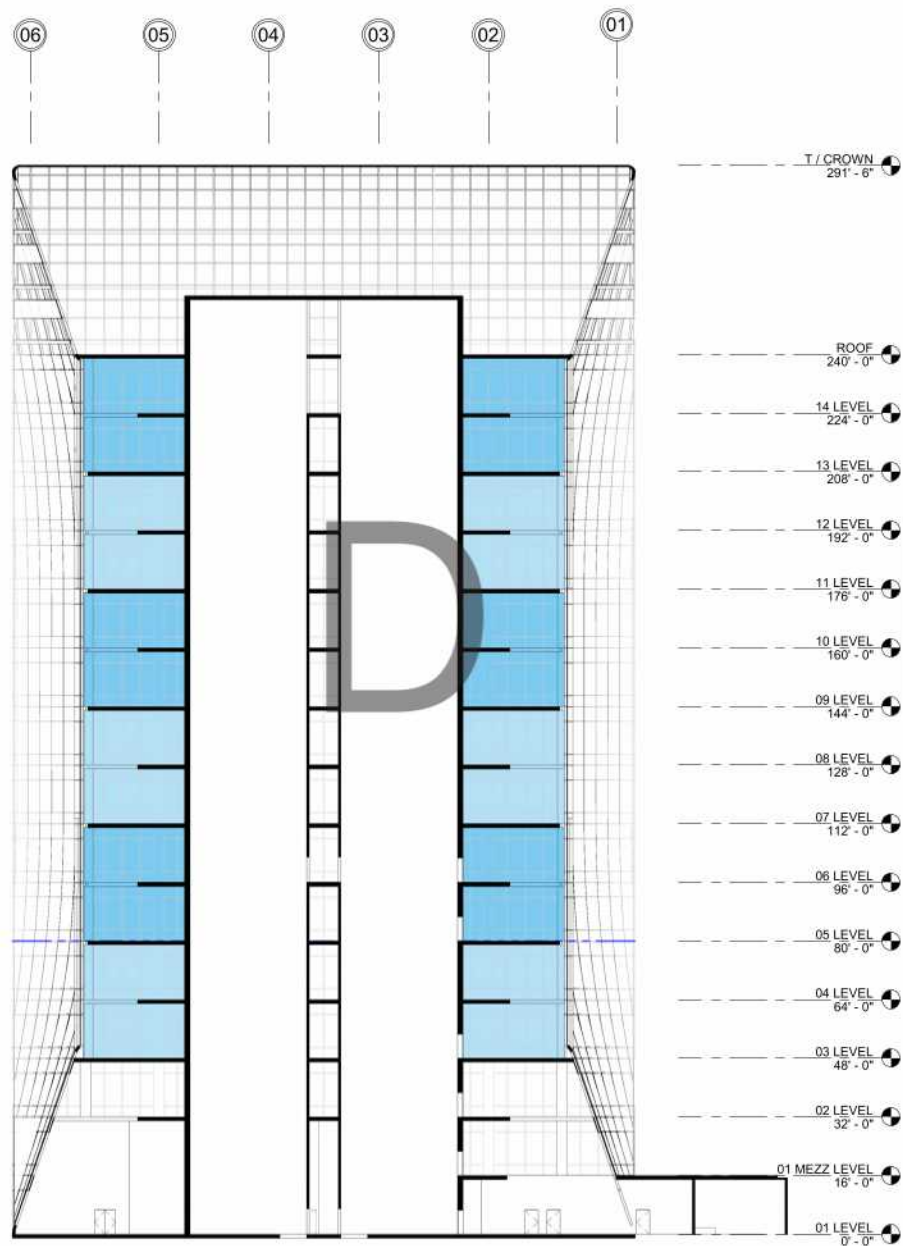
CURRENT DESIGN
239,300 GSF



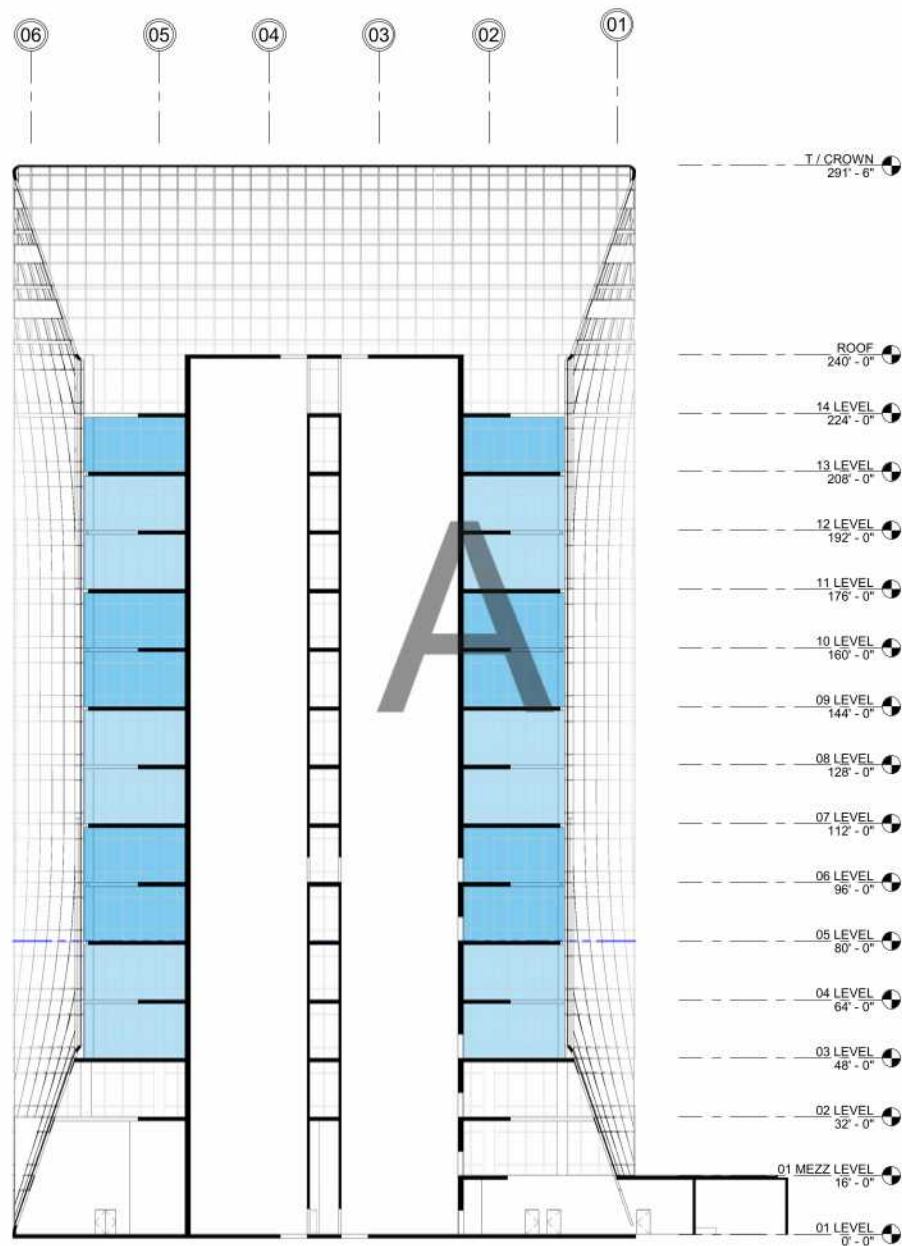
OPTION 1
CONVERT TOP FLOOR TO OPEN AIR
239,000 GSF - 13,539 GSF = 225,761 GSF



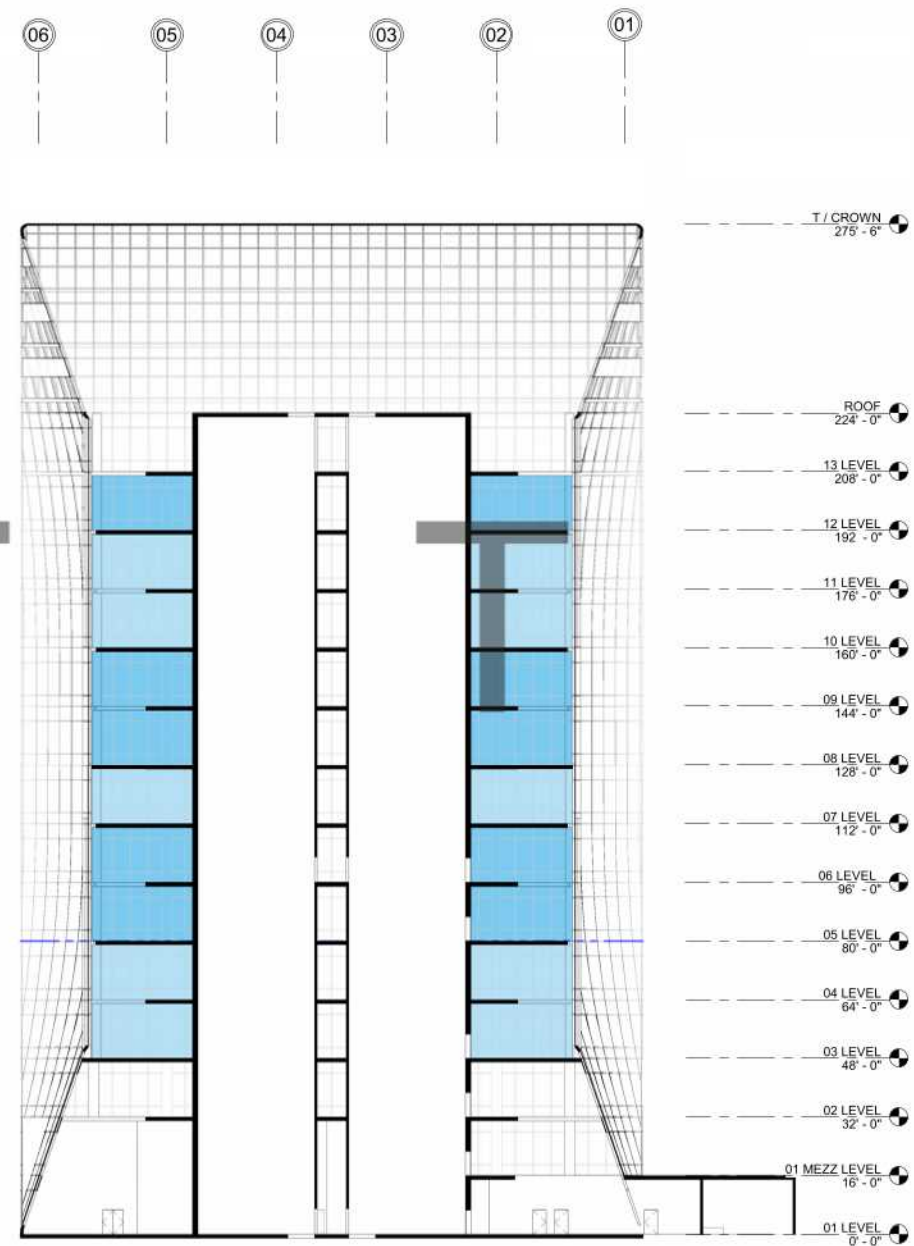
OPTION 2
CONVERT TOP FLOOR TO OPEN AIR
REMOVE FLOOR FROM THE CENTER
239,000 GSF - 28,511 GSF = 210,789 GSF



CURRENT DESIGN
239,300 GSF



OPTION 1
CONVERT TOP FLOOR TO OPEN AIR
239,000 GSF - 13,539 GSF = 225,761 GSF



OPTION 2
CONVERT TOP FLOOR TO OPEN AIR
REMOVE FLOOR FROM THE CENTER
239,000 GSF - 28,511 GSF = 210,789 GSF



CURRENT DESIGN
239,300 GSF

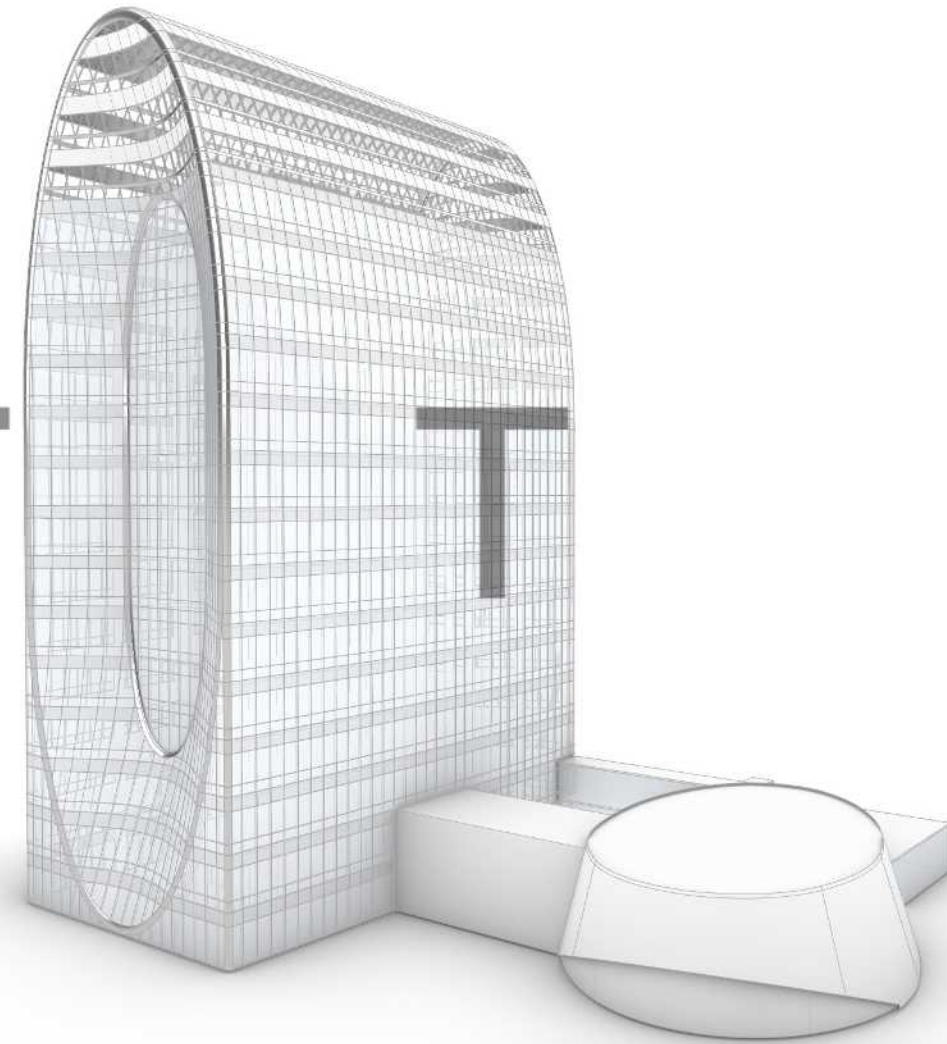
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OPTION 1
CONVERT TOP FLOOR TO OPEN AIR
 $239,000 \text{ GSF} - 13,539 \text{ GSF} = 225,761 \text{ GSF}$

A

F



OPTION 2
CONVERT TOP FLOOR TO OPEN AIR
REMOVE FLOOR FROM THE CENTER
 $239,000 \text{ GSF} - 28,511 \text{ GSF} = 210,789 \text{ GSF}$

T

CHAMBER

12,566

Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF		Notes
Commission	Chambers					9308		
		Chambers Seating	1		2,400	2400		Fixed seating for 300, sloped floor
		Dais	1		270	270		Seating for nine (9), secure access, curved for visibilty, clear sightline to public, theatrical lighting, speaker indicator light
		Podium Area	2		100	200		Two (2) podiums
		Presentation Dispay Table	1		48	48		Adjacent to podiums
		Charter Seating	1		140	140		Adjacent to dais
		Staff Seating	1		480	480		Perimeter work tables with seating for forty (40)
		Press Gallery	1		120	120		Three (3) cameras plus reporters
		Deescalation Room	1		100	100		Sound separation
		IT/AV Control Room	1		200	200		Adjacent to dias
		Pre-function Space	1		1,600	1600		2/3 of Chambers
		Security Station & Queue	1		150	150		Security personnel
		Multi-purpose Space	1		900	900		Seating for sixty (60), dinners, operable partition to create two equal spaces
		Kitchenette	1		200	200		Catering perp, adjacent to Multi-purpose SWpace
		Private Conference/Exec Meeting	1		500	500		Sixteen to twenty-four people (16-24), 1/2 of Multi-purpose Space?
		Semi-Private Restrooms	6		55	330		Unisex, adjacent to Multi-purpose Space
		Public Restrooms	2		350	700		Access to Pre-function/Chamber Space
		Family Restroom	1		60	60		Adjacent to Public Restrooms
		Green Room	1		150	150		Seating for eight to ten (8-10), 1/2 of Multi-purpose Space?
		Press Room	1		350	350		Exterior press access, private entry for Policy Makers, twenty-five (25) people, theatrical lighting, media truck connection
		Press Room IT / MDF / IDF	1		80	80		
		Storage	1		250	250		Portable table and chairs, misc equipment
		Janitorial	1		80	80		

Subtotal						9308		
Grossing Factor		HVAC/Elec/IT/Circ/Wall Thickness	35%			3258		
Total	Reconciled Program	Subtotal with Grossing Factor				12566		
Total	Initial Program	Subtotal with Grossing Factor				12339		
Delta						227		

TOWER GROUND FLOOR

29,593

Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF		Notes
Police	Substation			3		1043		
		Lobby	1		150	150		
		Seated Reporting	1		80	80		
		Hot-Desking	1	3	240	240		
		Private Reporting	1		100	100		
		Walk-Up Reporting	1		64	64		
		Breakroom	1		150	150		Eight (8) seats
		Restroom	1		55	55		
		Restroom w/Shower	1		64	64		
		Copy & Supply	1		140	140		
		10% Growth				104		

Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF		Notes
N/A	Common Spaces					9240		
		Main Lobby	1		4,800	4800		
		Security & Elevator Queuing	1		200	200		In Lobby
		Café (TBD)	1		1,800	1800		
		Historical Collection	1		900	900		Open to Lobby
		Public Restrooms	2		350	700		
		Family Restoom	1		70	70		
		Elevator Bank	1		450	450		Four (4) plus one (1) service elevator
		Stairs	2		160	320		
	10%	Growth				924		

Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF		Notes
N/A	Building Utilities					3600		
		Fire Pump Room	1		300	300		Exterior access
		Fire Command Center	1		200	200		Minimum 10'-0" width
		Electrical Vault	1		1,000	1000		FPL height requirement
		Main Electric Room	1		900	900		Two (2) means of egress
		Emergency Generator	1		1,200	1200		

Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF		Notes
N/A	Custodial & Support					3865		
		Main Janitor Closet / Storage / Shop	1		1,600	1600		Custodial Office, lockers
		Building Engineer	1		115	115		Office
		Equipment Storage	1		200	200		Lift, floor polisher, etc.
		Compactor	1		1,250	1250		Interior truck berth
		Loading & Storage	1		700	700		Dock adjacent
	5%	Growth				193		

Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF		Notes
IT	Printing			2		2683		
		Large Format Print Room	1		1,200	1200		Ground Floor 3, Phase Power
		Centralized Material Storage Room	1		1,200	1200		Ground Floor
		Print Shop Manager	1	1	135	135		Ground Floor
		Assistant Manager	1	1	100	100		Ground Floor
		Janitors Closet - Mop Sink	1		48	48		Ground Floor
	10%	Growth				268		

Tower-Ground Floor		Net Square Feet				20431		
Tower-Ground Floor		Net Growth				1490		
Subtotal						21921		
Grossing Factor		Circ/Wall Thickness	35%			7672		
Total	Reconciled Program	Subtotal with Grossing Factor				29593		
Total	Initial Programing	Subtotal with Grossing Factor				26406		
Delta						3187		

Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF	Management Level	Notes
Community Services				5		2120		Is this number already in the 108 FTE below?
	Code Enforcement	Multi-Purpose/Provider Space	1		600	600		
		Waiting Area	1		100	100		Ten (10) people
		Storage Room	1		120	120		Moveable furniture
		Courtroom	1		300	300		
		Courtroom Storage	1		120	120		
		Judge's Office	1		120	120		
	Business Tax, HCD, Code	Lobby, Reception Kiosk & Queue	1		200	200		Six to eight (6-8) seats
		Service Counter (5 Work Stations)	1	5	320	320		Five (5) workstation stations at Service Counter
		Copy/Workroom	1		140	140		
		Cash Room	1		100	100		
	10%	Growth				212		
Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF	Management Level	Notes
Finance				27		3170		
	Utility Billing & Collection	Revenue Collections Manager	1	1	135	135	1	Office
		Assistant Manager	1	1	115	115	2	Office
		Sr. Accounting Clerk	3	3	64	192		Cubicle
		Sr. Customer Service Representative	7	7	64	448		Cubicle
		Sr. Billing Specialist	1	1	64	64		Cubicle
		Sr. Administrative Assistant	1	1	100	100	4	Office
		Security Desk	1	1	64	64		Open Desk
		Billing Coordinator	2	2	100	200		Office
		Billing Specialist	5	5	64	320		Cubicle
		Billing Specialist	1	1	64	64		Service Counter Workstation
		Customer Service Representative	2	2	64	128		Cubicle
		Customer Service Representative	1	1	64	64		Service Counter Workstation
		Administrative Assistant	1	1	64	64	1	Cubicle
	Common Spaces	Conference Room	1		200	200		Eight (8) seats
		Breakroom	1		200	200		Eight (8) seats
		Call Center	8		64	512		Workstations
		Cash Room	1		80	80		
		Copy/Supply Room	1		140	140		
		General Storage Room	1		80	80		
	10%	Growth				317		
Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF	Management Level	Notes
IT				3		1200		
	Mail	Mail Room	1	3	1,200	1200		
	10%	Growth				120		
Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF	Management Level	Notes
Transportation & Mobility				13		2112		
	Park Customer Service	Service Counter	3	3	64	192		Workstations at Service Counter
		Cash Room	1		120	120		

		Permit Storage	1		100	100		
	Parking Operations	Parking Meter Technician (9 including Sr Tech at 5 spaces) ?	4	9	100	400		Shared spaces must accommodate at least four (4) technicians and must be located in the first floor to secure cash transactions
		Senior Parking Meter Technician ?	1	1	100	100		
		Storage / Meter Technician Storage	1		1,200	1200		
		10% Growth				211		
Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF	Management Level	Notes
City Clerk						64		
		Public Hoteling Space	1		64	64		Workstation at Service Counter

Tower-Second Floor-Public Facing		Net Square Feet				8666		
Tower-Second Floor-Public Facing		Net Growth				860		
Subtotal						9526		
Grossing Factor		Restrooms/HVAC/Elec/IT/Circ/Wall Thickness	50%			4763		
Total	Reconciled Program	Subtotal with Grossing Factor				14289		
Total	Initial Program	Subtotal with Grossing Factor				12072		
Delta						2217		

TOWER - UPPER FLOORS
159,314

Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF	Management Level	Notes
Mayor & City Commissioners				16		4803		Includes a receptionist.
		Reception/Waiting/Open Office	1	1	150	150	-	Secure lobby, eight (8) seats
		Mayor's Office	1	1	350	350	-	Office
		District 1 Office	1	1	350	350	-	Office
		District 2 Office	1	1	350	350	-	Office
		District 3 Office	1	1	350	350	-	Office
		District 4 Office	1	1	350	350	-	Office
		Senior Assistants	5	5	150	750	-	Office
		Assistants	5	5	135	675	-	Office
		Large Conference	2		320	640	-	Twenty (20) seats
		Private Restroom	4		55	220	-	Unisex
		Storage	1		100	100	-	
		Copy/Workroom	1		140	140	-	
		Breakroom	1		250	250	-	Eight (8) seats
		Coffee Bar	2		64	128	-	
		10% Growth				480		
Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF	Management Level	Notes
City Manager				22		6004		
	Real Estate	Real Estate Manager	1	1	135	135	1	Office
		Program Manager I	1	1	115	115	2	Office
	Intergovernmental Affairs	Director	1	1	150	150	1	Office
		Division Manager	1	1	135	135	1	Office
		Chief Education Office	1	1	115	115	2	Office
		Managemenr Analyst	1	1	100	100	3	Office / Cubicle
	Office of Professional Standards	Office of Professional Standards Manager	1	1	135	135	1	Office
		Sr. Administrative Assistant	1	1	64	64	4	Office / Cubicle

	Neighbor Support	Neighbor Support Manager	1	1	135	135	1	Office
		Assistant Neighbor Support Manager	1	1	115	115	2	Office
		Chief Service Officer	1	1	64	64	2	Cubicle
		Administrative Supervisor	1	1	64	64	3	Cubicle
	Admin	City Manager	1	1	350	350	1	Office
		Deputy City Manager	1	1	250	250	1	Office
		Assistant City Manager	3	3	250	750	1	Office
		Chief of Staff / Director of Administration & Strategic Initiatives	1	1	250	250	1	Office
		Project Manager II	1	1	115	115	2	Office / Cubicle
		Executive Assistant to the City Manager	3	3	100	300	3	Office / Cubicle
	Common Spaces	Storage	1		200	200	-	
		Copy/Workroom	1		140	140	-	copy, assembly
		Breakroom	1		250	250	-	Eight (8) seats
		X Small Conference Room	1		120	120	-	Six (6) seats
		Small Conference Room	1		160	160	-	Eight (8) seats
		Medium Conference Room	1		360	360	-	Sixteen to twenty (16-20) at table - Windows
		Large Conference Room	1		600	600	-	Twenty-four (24) at table plus one row each side - Windows
		Private Restrooms	4		55	220	-	Unisex
		City Mgr Restroom / Shower	1		64	64	-	
		Receptionist / Waiting	1		300	300	-	Receptionist and seating for eight (8)
		Hoteling Space	2		64	128	-	Landing area for visiting departments
		Office of Professional Standards Small Meeting Room	1		120	120	-	
	10%	Growth				600		
Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF	Management Level	Notes
City Clerk				15		2414		
		City Clerk	1	1	350	350	1	Office
		Deputy City Clerk	1	1	150	150	1	Office
		Assistant City Clerk IV	4	4	100	400	3	Office - Job Duties require handling sensitive documents. Needs locked office
		Assistant City Clerk III	1	1	100	100	-	Office - Job Duties require handling sensitive documents. Needs locked office
		Sr. Technical Support Analysis	2	2	100	200	3	Office - They host a lot of video calls. Needs quite office. Adjacent to Chamber?
		Technology Support Analysis	1	1	100	100	3	Cubicle
		Commission Assistant	1	1	64	64	-	Cubicle
		Assistant City Clerk II	4	4	64	256	-	Cubicle
	Public Facing	Hoteling	1		64	64	-	At counter
	Common Spaces	Medium Conference Room	1		240	240	-	Twelve (12) seats
		Copy/Workroom/Layout	1		140	140	-	
		Secured File Storage	1		100	100	-	
		Breakroom	1		250	250	-	Six to eight (6-8) seats
	10%	Growth				241		
Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF	Management Level	Notes
City Attorney				30		4593		
		City Attorney	1	1	350	350	1	Office
		Executive Assistant	1	1	115	115	2	Office
		Office Manager	1	1	250	250	2	Office
		Attorney	14	14	135	1890	1	Office
		Attorney	1	1	100	100	3	Office
		Support Staff	12	12	64	768	-	Cubicle

	Common Spaces	Small Conference Room	2		160	320	-	Eight (8) seats
		Large Conference Room	1		360	360	-	Twenty (20) seats
		Copy/Workroom	1		140	140	-	
		Breakroom	1		300	300	-	Ten to twelve (10-12) seats
	10%	Growth				459		
Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF	Management Level	Notes
City Auditor				7		1730		
	Charter	Assistant Auditor III	2	2	135	270	1	Office
		City Auditor	1	1	350	350	1	Office
		Sr. Assistant City Auditor	1	1	135	135	1	Office
		Sr. Executive Administrative Assistant	1	1	100	100	3	Office
		Assistant AuditorII	2	2	135	270	1	Office
	Common Spaces	Medium Conference Room	1		240	240	-	Twelve (12) seats
		Copy/Workroom	1		140	140	-	
		Breakroom	1		225	225	-	Six (6) seats
	10%	Growth				173		
Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF	Management Level	Notes
Finance				37		4233		
	Accounting & Financial Reporting	Assistant Controller	2	2	115	230	2	Office
		Acting Controller	1	1	135	135	2	Office, Recommended 135 sqft
		Chief Accountant	1	1	100	100	3	Office
		Sr. Accountant	3	3	64	192	3	Cubicle, Recommended 64 sqft
		Accountant	2	2	64	128	4	Cubicle
		Sr. Accountant Clerk	2	2	64	128	-	Cubicle
		Accounting Clerk	4	4	64	256	-	Cubicle
		Accounts Payable Supervisor	1	1	115	115	3	Office, Recommended 115 sqft
	Payroll	Divison Manager	1	1	135	135	1	Office
		Payroll Manager	1	1	100	100	3	Office
		Payroll Supervisor	1	1	100	100	3	Office
		Payroll Specialist	2	2	64	128	-	Cubicle
	Treasury	Treasurer	1	1	135	135	1	Office
		Chief Accountant	1	1	100	100	3	Office
		Sr. Accountant	3	3	64	192	3	Cubicle, Recommended 64 sqft
		Assistant Manager	1	1	115	115	2	Cubicle
		Accountant	1	1	64	64	4	Cubicle
		Sr. Accounting Clerk	1	1	64	64	-	Cubicle
	Intern	Intern	4	4	64	256	-	Cubicle
	Finance Administration	Director	1	1	250	250	1	Office, Recommended 250 sqft
		Deputy Director	1	1	150	150	1	Office, Recommended 150 sqft
		Assistant to the Director	1	1	100	100	1	Office
		Sr. Management Analyst	1	1	100	100	1	Office
	Common Spaces	Large Conference Room	1		360	360	-	Twenty (20) seats
		Copy/Workroom	1		140	140	-	
		Auditors Conference Room	1		160	160	-	
		Breakroom	1		300	300	-	Ten to twelve (10-12) seats
	10%	Growth				423		

Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF	Management Level	Notes	
Human Resources				46		6851		Note: HR did not provide Management Levels but indicated offices. The 115 was inserted as an avergae.	
	Class & Compensation	Director	1	1	250	250	-	Office	
	Employee Relations	Deputy Director	1	1	150	150	-	Office	
	Risk Management	Risk Manager	1	1	115	115	-	Office	
	Talent Management	Human Resources Manager - Benefits	1	1	115	115	-	Office	
		Human Resources Manager - Classification and Compensation	1	1	115	115	-	Office	
		Human Resources Manager - Org Development and Learning	1	1	115	115	-	Office	
		Human Resources Manager - Recruitment	1	1	115	115	-	Office	
		Assistant Risk Manager	1	1	115	115	-	Office	
		Program Manager I	2	2	115	230	-	Office	
		Employee Relations Manager	1	1	115	115	-	Office	
		Assistant Employee Relations Manager	1	1	115	115	-	Office	
		Administrative Supervisor	2	2	115	230	-	Office	
		Financial Administrator	1	1	115	115	-	Office	
		Managemenet Analyst	1	1	115	115	-	Office	
		Human Resources Analyst	5	5	115	575	-	Office	
		Benefits Analyst	1	1	115	115	-	Office	
		Claims Analyst	1	1	115	115	-	Office	
		Sr. Human Resources Analyst	3	3	115	345	-	Office	
		Sr. Claims Adjuster	2	2	115	230	-	Office	
		Claims Adjuster	2	2	115	230	-	Office	
		Benefits Specialist	1	1	115	115	-	Office	
		Administrative Supervisor	1	1	64	64	-	Cubicle	
		Human Resources Assistant	1	1	115	115	-	Office	
		Human Resources Assistant	4	4	64	256	-	Office	
		Learning and Development Specialist	1	1	115	115	-	Office	
		Training Specialist	1	1	115	115	-	Office	
		Sr. Accounting Clerk	1	1	115	115	-	Office	
		Human Resources Technician	2	2	64	128	-	Office	
		Security Guard	2	2	-	0	-	Not Dedicated Space	
		Temporary Worker	2	2	-	0	-	Not Dedicated Space	
	Common Spaces	Training Room	1		750	750	-	Fifty (50) seats	
		Large Conference Room	1		360	360	-	Twenty (20) seats	
		Medium Conference Room	1		240	240	-	Twelve (12) seats	
		Copy/Workroom	1		140	140	-		
		Breakroom	1		350	350	-	Twelve to fourteen (12-14) seats	
		New Hire Triage - Photo	1		64	64	-		
		Storage - General	1		120	120	-		
		Lateral Files	1		64	64	-		
		Reception	1		120	120	-		
	10%	Growth				685			
Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF	Management Level	Notes	
Information Technology Services				93		10960			
	Office of CIO	Assistant Director	2	2	150	300	1	Office	
		Director	1	1	250	250	1	Office	
		Administrative Supervisor	1	1	100	100	3	Cubicle	
		Administrative Supervisor	1	1	100	100	3	Office	
		Division Manager - Service Delivery Manager	1	1	135	135	1	Office	
		Division Manager - Data & Digital	1	1	135	135	1	Office	
		Sr. Financial Administrator	1	1	100	100	3	Office	
		Sr. Administrative Assistant	4	4	65	260	4	Cubicle	

		Sr. Technology Strategist	1	1	115	115	2	Office
		Technology Strategist	3	3	64	192	3	Cubicle
		Technology Strategist	1	1	100	100	3	Office
		Publishing Services Administrator	1	1	100	100	4	Office
		Copy Center / Mail Technician	1	1	64	64	-	Cubicle
		Offset Printing Press Operator	1	1	64	64	-	Cubicle
		Temporary Worker	6	6	64	384	-	Cubicle
		Sr. Accounting Clerk	2	2	64	128	-	Cubicle
	Data & Digital Services	Program Manager	1	1	64	64	2	Cubicle
		Senior Technology Strategist	2	2	64	128	2	Cubicle
		Senior Technical Support Analyst	1	1	64	64	3	Cubicle
		Senior Database Administrator	1	1	115	115	2	Office
		Senior Geographic Information Systems Analyst	2	2	64	128	3	Cubicle
		Geographic Information Systems Analyst	1	1	64	64	4	Cubicle
		Technical Support Analyst	2	2	64	128	4	Cubicle
		Technology Strategist	1	1	64	64	3	Cubicle
		Data Administrator	1	1	64	64	3	Cubicle
		Data Warehouse Analyst	1	1	64	64	3	Cubicle
	Enterprise Infra & Ops	Division Manager	2	2	135	270	1	Office
		IT Service Desk Manager	1	1	115	115	2	Office
		ITS Police Manager	1	1	135	135	1	Office
		Telecommunications Manager	1	1	115	115	2	Office
		Sr. Systems Engineer	2	2	64	128	2	Cubicle
		Sr. Technology Strategist	4	4	64	256	2	Cubicle
		Sr. Network Engineer	1	1	64	64	2	Cubicle
		Sr. Voice Engineer	1	1	64	64	2	Cubicle
		Sr. Technical Support Analyst	8	8	64	512	3	Cubicle
		Technical Support Analyst	9	9	64	576	4	Cubicle
		IT Service Desk Coordinator	3	3	64	192	-	Cubicle
		Telecommunications Technician	2	2	64	128	-	Cubicle
		Technology Infrastructure and Operations Manager	1	1	135	135	1	Office
		Voice Engineer	1	1	64	64	3	Cubicle
		Network Engineer	2	2	64	128	3	Cubicle
		Systems Engineer	2	2	64	128	3	Cubicle
		Telecommunications Coordinator	1	1	64	64	3	Cubicle
		Temporary Worker	5	5	64	320	-	Cubicle
	Security & Govern	IT Security Manager	1	1	135	135	1	Office
		Senior Informatic Technology Security Analyst	1	1	115	115	2	Office
		Senior Informatic Technology Security Analyst	1	1	64	64	2	Cubicle
		Senior Systems Engineer	1	1	64	64	2	Cubicle
		Information Technology Security Analyst	1	1	64	64	3	Cubicle
	Common Spaces	Small Conference	2		120	240	-	Four to six (4-6) seats
		Medium Conference	1		240	240	-	
		Large Conference	2		360	720	-	
		Hardware Help Counter	1		84	84		
		Hardware Workbench	1		140	140		
		Hardware Storage	1		400	400	-	Caged
		LV MDF	1		1,250	1250		Raised Floor, located on 2nd Floor or above, same floor as IT preferred, no sprinklers, Liebert Unit
		Copy/Workroom	1		140	140	-	
		Breakroom	1		500	500	-	Twenty to twenty two (20-22) seats
	10%	Growth				1096		
Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF	Management Level	Notes
Office of Management & Budget				16		3080		

	Budget, CIP & Grants	Director	1	1	250	250	1	Office
		Assistant Director	1	1	150	150	1	Office
		Assistant Budget Manager	1	1	115	115	2	Office
		Sr. Budget and Management Analyst	2	2	100	200	3	Office
		Sr. Assistant to the Director	1	1	115	115	2	Office
		Principal Budget and Management Analyst	2	2	100	200	3	Office
		Budget and Management Analyst	3	3	100	300	4	Office
	Strategy & Innovation	Structural Innovation Manager	1	1	135	135	1	Office
		Principal Budget and Management Analyst	1	1	100	100	3	Office
		Sr. Management Analyst	3	3	100	300	3	Office
	Common Spaces	Medium Conference Room	1		200	200	-	Ten (10) seats
		Large Conference Room	1		450	450	-	Twenty or more (20 +) at table
		Storage Room	1		100	100	-	
		File Storage	1		100	100		
		Copy/Workroom	1		140	140	-	
		Breakroom	1		225	225	-	Six (6) seats
	10%	Growth				308		
Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF	Management Level	Notes
Procurement Services				18		3959		
	Administration	Director	1	1	250	250	1	Office
		Assistant Director	1	1	150	150	1	Office
		Administrative Assistant	1	1	65	65	-	Cubicle
	Good and Services	Sr. Procurement Specialist	3	3	100	300	4	Office
		Procurement Specialist	1	1	100	100	4	Office
		Sr. Administrative Assistant	1	1	65	65	4	Cubicle
		Assistant Procurement and Contracts Manager	1	1	100	100	3	Office
		Procurement Administrator	1	1	100	100	3	Office
	Construction and A/E	Sr. Procurement Specialist	4	4	100	400	4	Office
		Procurement Specialist	1	1	100	100	4	Office
		Assistant Procurement and Contracts Manager	1	1	100	100	3	Office
		Sr. Administrative Assistant	1	1	64	64	4	Cubicle
		Procurement Administrator	1	1	100	100	3	Office
	Common Spaces	Interview Presentation Room	1		1,200	1200		Thirty to fifty (30-50) can be subdivided
		Medium Conf Room (Green Room)	1		180	180	-	Twelve (12) seats
		Private Meeting Room	1		100	100	-	Two to three (2-3) seats
		Storage Room	1		100	100	-	
		Collective File Storage	1		120	120	-	
		Copy/Workroom	1		140	140	-	
		Breakroom?	1		225	225	-	Six (6) seats
	10%	Growth				396		
Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF	Management Level	Notes
Community Services				108		11296		
	Administration	Director	1	1	250	250	1	Office
		Assistant Director	1	1	150	150	1	Office
		Sr.Assistants	2	2	100	200	4	Office
		Sr. Assistants	2	2	64	128	4	Cubicle
		Sr. Financial Administrator	1	1	100	100	3	Office

	Arts & Cultural Affairs	Cultural Affairs Officer	1	1	135	135	1	Office
		Administration Assistant	1	1	64	64	-	Cubicle
	Community Enhancement	Code Compliance Manager	1	1	115	115	2	Office
		Code Compliance Supervisor	3	3	100	300	3	Office
		Administrative Supervisor	1	1	100	100	3	Office
		Sr. Administrative Assistant	2	2	64	128	4	Cubicle
		Administrative Assistant	8	8	64	512	-	Cubicle
		Sr. Code Compliance Officer	6	6	64	384	-	Cubicle
		Code Compliance Officer	22	22	64	1408	-	Cubicle
		Administrative Assistant	2	2	64	128	-	Cubicle
		Sr. Administrative Assistant	1	1	64	64	4	Cubicle
	Economic Development	Project Manager I	1	1	135	135	2	Office
		Management Analyst	1	1	64	64	4	Cubicle
		Economic and Business Development Manager	1	1	115	115	2	Office
		Administrative Supervisor	1	1	100	100	3	Office
		Administrative Aide - Temporary	1	1	64	64	-	Cubicle
	Housing & Comm Develop	Program Manager I	1	1	250	250	2	Office
		Administrative Assistant	1	1	64	64	-	Cubicle
		Administrative Supervisor	2	2	100	200	3	Office
		Sr. Administrative Assistant	4	4	64	256	4	Cubicle
		Sr. Administrative Assistant (Case Manager)	2	2	64	128	4	Cubicle
		Code Compliance Officer	2	2	64	128	-	Cubicle
		Construction Review Specilaist	2	2	64	128	-	Cubicle
		Housing & Community Development Manager	1	1	135	135	1	Office
		Assistant Housing & Community Development	1	1	115	115	2	Office
		Planner II - Full-time Temporary	1	1	64	64	4	Cubicle
	Customer Support	Division Manager	1	1	135	135	1	Office
		Customer Service Supervisors	2	2	100	200	4	Office
		Customer Service Representative	18	18	64	1152	-	Cubicle
		Permit Services Supervisor	1	1	100	100	-	Office
		Customer Service Representative	2	2	64	128	-	Cubicle
		Sr. Customer Service Representative	1	1	64	64	-	Cubicle
		Administrative Aide	1	1	64	64	-	Cubicle
		Administrative Aide - Temporary	1	1	64	64	-	Cubicle
	Business Tax	Program Manager I	1	1	115	115	2	Office
		Sr. Business Tax Specialist	2	2	64	128	-	Cubicle
		Business Tax Inspector	1	1	64	64	-	Cubicle
	Common Spaces	Extra Large Conference Room	1		750	750	-	Fifty (50) seats
		Medium Conference	2		320	640	-	Sixten (16) seats
		Small Conference	2		160	320	-	Eight (8) seats
		Storage?	4		120	480	-	
		Copy/Workroom	2		140	280	-	
		Breakroom	1		500	500	-	Twenty to twenty-two (20-22) seats
	10%	Growth				1130		
Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF	Management Level	Notes
Parks & Recreation				9		1588		
	Sustainability & Special Projects	Sustainability Analyst	2	2	64	128	4	Cubicle
		Sustainability Coordinator	1	1	115	115	2	Office
		Sustainability Coordinator	1	1	100	100	3	Office
		Sustainability Administrator	1	1	100	100	3	Office

		Sustainability Manager	1	1	115	115	2	Office
		Deputy Director	1	1	150	150	1	Office
		Sr. Administrative Assistant	1	1	100	100	4	Office
		Urban Forestry Supervisor	1	1	100	100	3	Office
	Common Spaces	Medium Conference Room	1		240	240	-	Twelve (12) seats
		Storage	1		100	100	-	
		Copy/Workroom	1		140	140	-	
		Breakroom	1		200	200	-	Four (4) seats
	10% Growth					159		
Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF	Management Level	Notes
Public Works				77		9450		
	Administration	Executive - Director	1	1	250	250	1	Office
		Assistant Director	2	2	150	300	1	Office
		Sr. Assistant to the Director	1	1	115	115	2	Office
		Sr. Admin Assistant	1	1	64	64	4	Enhanced Workstation
		Deputy Director	1	1	150	150	1	Office
	Sanitation Operations	Division Manager	1	1	115	115	2	Office
		Sr. Admin Assistant	2	2	64	128	4	Enhanced Workstation
		Admin Assistant	2	2	64	128	Support	Private Cubicle
		Admin Supervisor	1	1	64	64	3	Private Cubicle
		PW Maintenance Supervisor	1	1	100	100	3	Office
		Financial Admin	1	1	64	64	4	Private Cubicle
	GIS	Sr. Analyst	1	1	64	64	3	Enhanced Workstation
		Analysts	2	2	64	128	4	Enhanced Workstation
	Finance - Support	Program Manager II	1	1	115	115	2	Office
		Sr. Admin Assistant	3	3	64	192	4	Enhanced Workstation
		Sr. Financial Admin	2	2	64	128	3	Enhanced Workstation
		Financial Admin	1	1	64	64	4	Private Cubicle
		Grants & Spec Project Coordinator	1	1	64	64	3	Enhanced Workstation
	Finance - Payroll	Admin Supervisor	1	1	64	64	3	Private Cubicle
		Admin Aide	1	1	64	64	Support	Cubicle
		Sr. Admin Assistant	1	1	64	64	4	Enhanced Workstation
	Engineering	Program Manager I	2	2	115	230	2	Office
		Project Manager I	1	1	64	64	4	Hybrid / Flex Workspace
		Project Manager II	20	20	64	1280	3	Hybrid / Flex Workspace
		Division Manager	1	1	115	115	2	Office
		Division Manager	1	1	100	100	3	Office
		Division Manager	1	1	64	64	4	Office
		Sr. Admin Assistant	5	5	64	320	4	Enhanced Workstation
		City Engineer	1	1	150	150	1	Office
		Chief Engineer	1	1	115	115	2	Office
		Admin Supervisor	1	1	64	64	3	Private Cubicle
		Chief Waterways Officer	1	1	115	115	2	Office
		Cityworks Administrator	1	1	115	115	2	Office
		Engineer Technician	1	1	64	64	Support	Private Cubicle
		Sr. Project Manager	8	8	115	920	2	Office
	Survey	Survey / CADD Operations Supervisor	1	1	115	115	2	Office
	Stormwater	Sr. Project Manager	1	1	115	115	2	Office
		Stormwater Operations Manager	1	1	115	115	2	Office

		Sr. Admin Assistant	1	1	64	64	4	Enhanced Workstation
	Common Spaces	Plan Review Area	1		140	140	-	
		Large Conference	1		360	540	-	Thirty (30) seats
		Medium Conference	2		320	640	-	Twelve to sixteen (12-16) seats
		Small Conference	2		160	320	-	Six to eight (6-8) seats
		Storage	4		120	480	-	
		Copy/Workroom	2		140	280	-	
		Breakroom	1		500	500	-	Twenty to twenty-two (20-22) seats
	10%	Growth				945		
Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF	Management Level	Notes
Transportation & Mobility				33		4355		
	Parking Enforcement	Parking Services Manager	1	1	135	135	1	Office
		Assistant Parking Services Manager	1	1	115	115	2	Office
		Technical Support Analyst	1	1	64	64	4	Cubicle
		Sr. Administrator Assistant	1	1	64	64	4	Cubicle
		Administrative Aide - Temp	1	1	64	64	Support	Cubicle
		Parking Facility Maintenance Supervisor	1	1	64	64	3	Cubicle
	Transportation Traffic	Division Manager	1	1	135	135	1	Office
		Project Manager II	3	3	100	300	3	Office
		Administrative Supervisor	1	1	64	64	3	Cubicle
		Senior Administrative Assistantt	1	1	64	64	4	Cubicle
	Transportation Surtax	Granst & Special Projects Coordinator	1	1	100	100	3	Office
	Administrative Services	Director	1	1	250	250	1	Office
		Deputy Director	1	1	150	150	1	Office
		Division Manager	1	1	135	135	1	Office
		Sr. Administrative Assistant	2	2	100	200	4	Office
		Assistant to the Director	1	1	100	100	3	Office
		Administrative Assistant	2	2	64	128	10	Cubicle
		Sr. Administrative Assistant	1	1	64	64	10	Cubicle
	Community Shuttle	Planner III	1	1	100	100	3	Office
		Administrative Aide - Temp	1	1	64	64	Support	Cubicle
	Financial Services	Sr. Financial Administrator	1	1	100	100	3	Office
		Sr. Administrative Assistant	1	1	64	64	4	Cubicle
		Senior Accounting Clerk	3	3	64	192	10	Cubicle
		Accounting Clerk - Temp	1	1	64	64	Support	Cubicle
		Financial Administrator	1	1	100	100		Office
	Transportation Planning	Division Manager	1	1	135	135	1	Office
		Planner III	1	1	100	100	3	Office
	Common Spaces	Storage - General	1		120	120	-	
		Medium Conference	1		240	240	-	Twelve (12) seats
		Large Conference	1		350	350	-	Twenty (20) seats
		Conference Room Storage	1		140	140		
		Copy/Workroom	1		140	140	-	
		Breakroom	1		250	250	-	Eight (8) seats
	10%	Growth				436		

Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF	Management Level	Notes
Capital Projects				18		2938		
		Director	1	1	250	250	-	Office
		Assistant to the Director	1	1	100	100	-	Office
		Division Manager	1	1	135	135	-	Office
		Senior Administrative Assistant	2	2	64	128	-	Cubicle
		Finance Administrator	1	1	115	115	-	Office
		Senior Project Manager	3	3	115	345	-	Office
		Project Managers II	6	6	64	384	-	Cubicle
		Engineering Inspector II	2	2	64	128	-	Cubicle
		Project Engineer	1	1	115	115	-	Office
	Common Spaces	Small Conference Room	1		120	120	-	Six (6) seats
		Medium Conference Room	1		240	240	-	Twelve (12) seats
		Large Conference Room	1		288	288	-	Sixteen (16) seats
		Storage Room	1		100	100	-	
		Layout Area	1		100	100	-	
		Copy/Workroom	1		140	140	-	
		Breakroom	1		250	250	-	Eight (8) seats
							-	
	10%	Growth				294		
Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF	Management Level	Notes
Wellness Center				11		5512		
		Provider Offices (shared, 2 providers per office)	2	4	150	300	-	
		Exam Rooms	7		120	840	-	
		Procedure Room	1		140	140		
		Admin	3	3	64	192		Check-in, Check-out, Consult
		Copy	1		50	50		
		Kitchenette	1		120	120		
		Triage	1		30	30		
		Medicine Storage	1		25	25		
		Medical Supply Storage	1		25	25		
		Hazardous Waste Storage	1		25	25		
		Unisex Restrooms	3		55	165		
		Lab / Phlebotomy	1		200	200		
		File Storage	1		100	100		
		Mental Health Counselor	1	1	120	120		
		Dietician	1	1	120	120		
		Restoom / Shower Rooms	6		65	390		
		Exercise Equipment	1		1,500	1500		
		Exercise Studio	1		650	650		
		PT / OT space	1	2	400	400		
		Storage	1		120	120		
	10%	Growth				551		
Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF	Management Level	Notes
Strategic Communications				15		3150		
	Production	Studio	1		224	224	-	
		Editing Suite	1		-	0	-	Area per Video Production below
		Storage	1		140	140	-	
		Ante-Room	1		64	64	-	

	Admin	Deputy Director	1	1	150	150	1	Office	
		Director	1	1	250	250	2	Office	
		Division Manager	1	1	135	135	1	Office	
		Senior Administrative Assistant	1	1	64	64	4	Cubicle / Front Desk	
	Graphics	Strategic Communications Specialist	1	1	100	100	3	Office	
		Strategic Communications Specialist	1	1	64	64	3	Cubicle	
	Department Outreach	Senior Strategic Communication Specialist	3	3	100	300	3	Offices	
	Media Outreach	Program Manager I	1	1	115	115	2		2
	Parks	Program Manager I	1	1	115	115	2	Office	
		Strategic Communicacions Specialist	1	1	64	64	3	Cubicle	
	Video Production	Program Manager I	1	1	64	64	2	Studio / Cubicle	
		Strategic Communications Specialist	1	1	64	64	3	Studio / Cubicle	
	Webmaster	Webmaster	1	1	100	100	3	Office	
	Common Spaces	Small Conference	1		120	120	-	Open Concept	
		Medium Conference	1		320	320	-	Sixteen (16) seats	
		Storage	1		140	140	-		
		Copy/Workroom	1		140	140	-		
		Server Room	1		64	64	-		
		Hoteling Space	2		64	128	-		
		Breakroom	1		225	225	-	Open Concept	
		10% Growth				315			
Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF	Management Level	Notes	
Conference Center						8425			
		Multi-Purpose Spaces	1		7,000	7000	-	Various configurations	
		Storage	1		400	400	-	Furniture & Equipment	
		Breakout	1		500	500	-	Kitchenette	
		Advisory Board Meeting Space	1		525	525	-	Thirty-five (35 seats), can be on separate floor	
		10% Growth				843			

Department	Division	Space	Qty	FTE	NSF per Space	Total Net SF	Management Level	Notes
Plenary	Building Management					1334		Note: Other Plenary request are accommodated in the Common, Building Utilities, and Custodial Support program above.
		Staff Work Space	5		64	320		
		General Manager	1		150	150		
		Lockers and Showers	2		125	250		
		Unisex Restroom	1		64	64		
		Conference Room	1		200	200		10 Seats
		Breakroom	1		200	200		
		Data Closet	1		150	150		
Tower-Upper Floors		Net Square Feet					95341	
Tower-Upper Floors		Net Growth					10868	
Subtotal							106209	
Grossing Factor		Restrooms /HVAC/Elec/IT/Circ/Wall Thickness	50%			53105		
Total	Reconciled Program	Subtotal with Grossing Factor					159314	

Total	Initial Program	Subtotal with Grossing Factor	166635		
Delta			-7321		

CHAMBER AND TOWER TOTAL

Total Gross Square Feet			215762		
Total	Initial Program	Subtotal with Grossing Factor	217451		
Delta			-1689		

Efficiency Calculation

Chamber	NSF	9308
Tower Ground Floor	NSF	21921
Tower Second Floor	NSF	9526
Tower Upper Floors	NSF	106209
Total Net		146964

Total Gross		215762
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Efficiency		68.11%
Grossing Factor		1.47

Redline Changes:
-8,704 sq ft

Total Net after redline changes:
138,260 sq ft.

Gross Factor 1.47
TOTAL GROSS SQ FT: 203,242

624 FTE

Redline Changes:
-52 FTE

TOTAL FTE:
572

EXHIBIT C

Pre-Development Schedule

EXHIBIT C

Pre-Development Deliverables Scope

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 (SD 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 #1 will also include Developer's detailed analysis and supporting assumptions and calculations (in a format reasonably acceptable to the City) of the estimated tax burden on the Developer's equity returns as a result of the Parties' joint effort to minimize taxes in accordance with Section 14.1, including (i) an estimate of the proposed pre-tax and post-tax internal rate of return, (ii) the corresponding impact of the proposed internal rate of return on City's availability payments, (iii) estimate of the equity investment amount in accordance with the terms of the Interim Agreement and (iv) a detailed description of the actions the City would need to implement in connection with the Project financing to achieve the proposed internal rate of return.

Deliverable #2 (DD Progress)

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 - 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 reflected 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 setting the GMP.

EXHIBIT C

PREDEVELOPMENT SCHEDULE

Technical Schedule

Item	Predevelopment Milestones	Responsible Party	Milestone Deadlines	Description of Predevelopment Milestones and Related Submittals	City Review Period
1.	Approved Quantity Programming / Conceptual Plan	City	On the Effective Date	Approval of the quantitative (GSF) project requirements. This is assumed to happen concurrently with the execution of the IA based on Exhibit B.	NA
2.	Quality Programming Submission	Developer	Within 52 days of the completion of Item 1.	Definition of the qualitative components of the project's requirements. Will include graphics, narratives, and data sheets.	+14 days
3.	Site Plan Submission	Developer	Within 52 days of the completion of Item 1.	Initial submission to DRC, starting expedited review cycle	+177 days
4.	Approval of Quality Programming	City	Within 14 days of the completion of Item 2.	Approval of Item 2	NA
5.	Completion of Geotech and Phase 1 ESA	Developer	Within 73 days of the completion of Item 1.	Geotechnical and Phase 1 Environmental report.	NA
6.	Design and Cost Deliverable #1 *MAJOR MILESTONE*	Developer	Within the latest of (1) 101 days of the completion of Item 1; or (2) within 35 days of the completion of Item 4.	Deliverables will include "SD Light" design, associated DB and FM estimates, and Financial Model.	+14 days
7.	Comments on Design and Cost Deliverable #1	City	Within 14 days of the completion of Item 6.	Comments on Item 6	NA

Item	Predevelopment Milestones	Responsible Party	Milestone Deadlines	Description of Predevelopment Milestones and Related Submittals	City Review Period
8.	Design and Cost Deliverable #2 *MAJOR MILESTONE*	Developer	Within the latest of (1) 64 days of the completion of Item 6; or (2) within 50 days of the completion of Item 7.	Deliverables will include “DD Progress” design, associated DB and FM estimates, and Financial Model.	+7 days
9.	Comments on Design and Cost Deliverable #2	City	Within 7 days of the completion of Item 8.	Comments on Item 8	NA
10.	Submission of Bid Set Documents	Developer	Within 17 days of the completion of Item 9.	Final design set for the Interim Agreement Phase that the GMP will be based upon.	+7 days
11.	Approval of Bid Set Documents	City	Within 7 days of the completion of Item 10	Approval of Item 10.	NA
12.	Site Plan Approval	City	Within 177 days of the completion of Item 3	Approval of Item 3	NA
13.	Submission of Committed Project Proposal *MAJOR MILESTONE*	Developer	Within the latest of (1) 103 days of the completion of Item 11 in the Technical Schedule; (2) 70 days of the completion of Item 12 in the Technical Schedule; or (3) 119 days of the completion of Item 9 in the Commercial Schedule	Comprehensive committed proposal that includes DB and FM price, Financial Model, and approval of the final Comprehensive Agreement.	NA

If any Milestone Deadline falls on a day that is not a Business Day, then the deadline shall automatically be adjusted to the next Business Day.

Commercial Schedule

Item	Predevelopment Milestones	Responsible Party	Milestone Deadlines*
1.	Release of First Draft of the Comprehensive Agreement	City	Within 75 days of the Effective Date
2.	Comments on First Draft of the Comprehensive Agreement	Developer	Within 14 days of the completion of Item 2
3.	Release of Second Draft of the Comprehensive Agreement	City	Within 21 days of the completion of Item 3
4.	Comments on Second Draft of the Comprehensive Agreement	Developer	Within 14 days of the completion of Item 4
5.	Release of Third Draft of the Comprehensive Agreement	City	Within 14 days of the completion of Item 5
6.	Comments on Third Draft of the Comprehensive Agreement	Developer	Within 14 days of the completion of Item 6
7.	Release of Near-Final Draft of the Comprehensive Agreement	City	Within 14 days of the completion of Item 7
8.	Comments on Near-Final Draft of the Comprehensive Agreement	Developer	Within 7 days of the completion of Item 8
9.	Release of Final Comprehensive Agreement	City	Within 7 days of the completion of Item 9

****If any Milestone Deadline falls on a day that is not a Business Day, then the deadline shall automatically be adjusted to the next Business Day.***

EXHIBIT D

Pre-Development Budget

Exhibit D - Pre-Development Budget of Allowable Pre-Development Expenses

Interim Agreement Budget	
Architecture/Engineering	12,320,800
DB Contractor	3,484,483
Developer Resources	1,217,355
Developer 3rd Parties	1,561,247
FM Provider Budget	300,000
Total Allowable Predevelopment Expenses	18,883,885

Deferred Developer Overhead and Expenses1,074,407

Design-Build Breakout

Architecture: AOC/Interior (PGAL)	4,873,540
Architecture: Exterior (Palma)	3,434,760
Engineering: Civil (Botek)	120,000
Engineering: Landscape (io Studios)	102,500
Engineering: Structural (Datum)	1,340,000
Engineering: MEP/FP (Cosentini)	1,410,000
Engineering: Others (various)	1,040,000

Architecture/Engineering Subtotal12,320,800

Survey	30,000
Geotech	40,000
Community Outreach	110,000
MOT	35,000
Test Pile Program	125,000
Phase 1 ESA (Colliers Engineering & Design)	7,500
Legal (B&T)	325,000
Precon Services (CORE)	2,811,983

DB Contractor Subtotal3,484,483

Total Allowable Design Expenses15,805,283

Developer Breakout

Plenary Staffing	1,074,407
Plenary Internal Expenses (travel, banking, insurance, etc)	142,948

Developer Resources Subtotal1,217,355

Outreach / Comms	60,000
Legal - Sponsor (Hunton)	1,190,000
Legal - Sponsors Local (included in Hunton #)	-
Legal - Corporate (Multiple)	25,000
Proposal Security	49,315
Insurance Advisor (Intech)	50,000
Model Auditor (Evolution)	45,000
Contingency	141,932

Developer 3rd Parties Subtotal1,561,247

Developer Total2,778,602

FM Contractor Subtotal300,000

Total Allowable Predevelopment Expenses18,883,885

Deferred Developer Overhead and Expenses1,074,407

Feb-26Mar-26Apr-26May-26Jun-26Jul-26Aug-26Sep-26Oct-26Nov-26Dec-26Jan-27Feb-27

435,295	435,295	435,295	435,295	435,295	435,295	435,295	435,295	435,295	377,295	377,295	357,295	357,295	357,295	-
335,016	335,016	335,016	335,016	335,016	335,016	335,016	335,016	335,016	335,016	335,016	335,016		84,600	-
30,000	30,000	30,000	7,500	7,500	7,500	7,500	7,500	-	-	-	-	-	-	-
25,000	25,000	15,000	7,500	7,500	7,500	7,500	7,500	7,500	-	-	-	-	-	-
-	15,000	225,000	225,000	225,000	225,000	225,000	225,000	50,000	50,000	50,000	50,000	50,000	-	-
-	20,000	200,000	200,000	200,000	200,000	200,000	200,000	130,000	130,000	130,000	130,000	-	-	-
-	130,000	130,000	130,000	130,000	130,000	130,000	130,000	80,000	45,000	45,000	45,000	45,000	45,000	-

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-	30,000	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	40,000	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	27,500	-	27,500	-	27,500	27,500	-	27,500	-	27,500	-	-
-	-	-	-	-	-	-	-	10,000	5,000	5,000	5,000	5,000	5,000	5,000
-	-	-	-	-	-	-	-	-	-	125,000	-	-	-	-
-	7,500	-	-	-	-	-	-	-	-	-	-	-	-	-
25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
93,207	93,207	97,445	164,094	164,094	333,807	333,807	333,807	333,807	333,807	333,807	333,807	333,807	164,094	33,000

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943,5181,146,0181,532,7561,556,9051,529,4051,726,6181,699,1181,376,1181,301,1181,433,618816,102680,98963,000

25,000	25,000	93,128	93,128	93,128	93,128	93,128	93,128	93,128	93,128	93,128	93,128	93,128	93,128	93,128
5,000	5,000	12,086	12,086	12,086	12,086	12,086	12,086	12,086	12,086	12,086	12,086	12,086	12,086	12,086

30,00030,000105,214105,214105,214105,214105,214105,214105,214105,214105,214105,214105,214105,214

-	-	-	-	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667
-	50,000	100,000	104,000	104,000	104,000	104,000	104,000	104,000	104,000	104,000	104,000	104,000	104,000	104,000
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-	12,500	-	-	-	-	-	-	-	-	12,500	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	49,315
-	-	-	-	-	-	-	-	-	-	25,000	-	-	-	25,000
-	-	-	-	-	-	-	-	-	-	22,500	-	-	-	22,500
-	6,250	10,000	10,400	11,067	11,067	11,067	11,067	11,067	15,817	12,317	11,067	11,067	11,067	20,748

-68,750110,000114,400121,733121,733121,733121,733173,983135,483121,733121,733228,230

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- - -30,00030,00030,00030,00030,00030,00030,00030,00030,000

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25,00025,00093,12893,12893,12893,12893,12893,12893,12893,12893,12893,12893,12893,128

Plenary Resourcing

Time Period for Phase (Months) 12.0 Months

Staffing

Staffing Charge-Out Rate for Phase 50% 50% discount at risk for Interim Agreement Phase

Full Billable Rate	Reduced Charge-Out Rate		
500	250	VP PSI	346,667
		Allocation in Phase	67%
330	165	Assoc PSI	171,600
		Allocation in Phase	50%
500	250	Delivery Sr. VP (DB workstream)	104,000
		Allocation in Phase	20%
500	250	Delivery Sr. VP (FM workstream)	130,000
		Allocation in Phase	25%
400	200	Delivery Sr PM (DB workstream)	138,667
		Allocation in Phase	33%
330	165	Delivery PM (FM workstream)	85,800
		Allocation in Phase	25%
		Staffing Subtotal	976,733
	10%	Staffing Contingency	97,673
		Staffing Total	1,074,407

Travel

2	Trips per month	
3	People per trip	
1,500	Cost Per Trip	108,000

Corporate Expenses (monthly)

1,329	Corporate Insurance Allocation	15,953
500	Misc (Banking, Entity Formation, Etc)	6,000

	Non-Staffing Subtotal	129,953
10%	Non-Staffing Contingency	12,995
	Non-Staffing Total	142,948

Plenary Resourcing Total 1,217,355



FTL City Hall

Preconstruction Staffing & Resources



Schedule

Weeks

57

Months

13

Description	Qty	Unit	Unit Cost	Sub-Total
MANAGEMENT & SUPERVISION				
Project Director	519	HRS	\$ 245.00	\$ 127,155
Vice President Construction	519	HRS	\$ 245.00	\$ 127,155
Preconstruction Exec - Stiles	934	HRS	\$ 245.00	\$ 228,879
Preconstruction Exec - CORE	934	HRS	\$ 245.00	\$ 228,879
General Superintendent	510	HRS	\$ 245.00	\$ 125,036
Project Executive	415	HRS	\$ 245.00	\$ 101,724
Scheduler	346	HRS	\$ 225.00	\$ 77,850
Sr Precon Manager 1	891	HRS	\$ 215.00	\$ 191,554
Precon Manager 1	779	HRS	\$ 175.00	\$ 136,238
Precon Manager 2	779	HRS	\$ 175.00	\$ 136,238
Sr Project Manager 1	753	HRS	\$ 215.00	\$ 161,798
Sr Precon Manager 2	891	HRS	\$ 215.00	\$ 191,554
Precon Manager 3	779	HRS	\$ 140.00	\$ 108,990
Project Manager 4	779	HRS	\$ 140.00	\$ 108,990
Sr Precon Manager 2	891	HRS	\$ 215.00	\$ 191,554
Precon Manager 3	779	HRS	\$ 140.00	\$ 108,990
Precon Manager 4	779	HRS	\$ 140.00	\$ 108,990
Precon Manager 5 - Interiors	779	HRS	\$ 140.00	\$ 108,990
Precon Manager 6 - Interiors	779	HRS	\$ 140.00	\$ 108,990
Precon Manager 7 - Interiors	779	HRS	\$ 140.00	\$ 108,990
MISC COSTS				
TRAVEL	1	LS	\$ 7,500	\$ 7,500
REIMBURSABLES	1	LS	\$ 15,000	\$ 15,000
DESIGN ASSIST SUBCONTRACTOR ASSISTANCE				IN COW
GENERAL CONDITIONS TOTAL				\$ 2,811,044
<i>PER MONTH</i>				\$ 216,234

* All rates are for fiscal 2026.

EXHIBIT E

Key Personnel

Exhibit E – Key Personnel for Interim Agreement Period

Position Title	Primary Functions/Duties	Minimum Qualifications and Experience	Company	Name of Initial Individual
Developer Project Director	Lead all responsibilities for the Developer under the IA	10+ years of combined experience in P3 and technical project management	Plenary	Alex Barrett
Developer Design-Build Project Manager*	Lead the DB components of the Project for the Developer under the IA	10+ years of combined experience in P3 and technical project management	Plenary	Sean Bennie
Developer's O&M Program Manager*	Lead the O&M components of the Project for the Developer under the IA	10+ years of experience in P3 and technical project management	Plenary	Hafeez Habib
Design-Builder Program Executive	Executive level oversight of the Design-Build aspects of the Project	10+ years of experience in construction management	CORE	Cody Kiess
Design-Builder Program Manager	Day-to-day management of the Design-Build aspects of the Project	10+ years of experience in construction management	CORE	Ted Cava
Design-Builder Design Manager	Oversee the design aspects of the Project for the Design-Builder	10+ years of experience in design management	Stiles	Greg Kimmelman
Design Manager	Lead the design aspects of the Project for the Lead Designer	10+ years of experience in designing projects with similar technical scope.	PGAL	Carl Conner

Note: The Parties acknowledge that the Developer will reassess the Key Personnel roles and individuals for the Comprehensive Agreement Term prior to its execution.

EXHIBIT F

Form of City Reimbursement Letter of Credit

SPECIMEN FOR DISCUSSION PURPOSES ONLY WITHOUT ANY OBLIGATION ON THE PART OF CANADIAN IMPERIAL BANK OF COMMERCE.

TRACKING NO: CIBCSBLC- 2929-MT-20260319

VERSION 1 DATED MARCH 19, 2026

**Irrevocable
Standby Letter of Credit No.:
SBGTXXXXXX**

Beneficiary:

CITY OF FORT LAUDERDALE,
FLORIDA (Complete address)

Applicant:

Plenary Americas LP
On behalf of FTL CITY HALL
PARTNERS, LLC. (Complete address)

Date of Issuance:

Place of Expiry:

2027 New York
(one year from issuance)

Amount:

USD 350,000.00 (three hundred and fifty thousand and 00/100 United States Dollars)

We, Canadian Imperial Bank of Commerce, New York Branch, 300 Madison Avenue, 8th Floor, New York Branch, NY 10017, USA (the "Issuer") hereby issues this irrevocable standby letter of credit (this "Letter of Credit") in favor of Beneficiary in the amount of [Three Hundred Fifty Thousand] Dollars (US \$[350,000]) (such amount, the "Stated Amount"). Funds under this Letter of Credit are available to Beneficiary upon Beneficiary's presentation to Issuer of one or more sight drafts drawn on Issuer for a sum or sums in an aggregate amount not exceeding the Stated Amount. Any sight draft under this Letter of Credit will identify this Letter of Credit by the name of Issuer and the Letter of Credit number, amount, and place and date of issue. Such sight draft will be signed by the City Manager or their designee and shall be accompanied by a statement, also signed by the City Manager or their designee, stating that Applicant has failed to perform its payment obligation under [Section 17] of the Interim Agreement, dated [●], between Applicant and Beneficiary; that the amount drawn represents funds due and owing as a result of such failure; and that Beneficiary is entitled to make such draw under the terms of this Letter of Credit.

Partial drawings and multiple drawings under this Letter of Credit are permitted.

This Letter of Credit will be honored by Issuer if the above-described site draft is presented to Canadian Imperial Bank of Commerce, New York Branch, 300 Madison Avenue, 8th Floor, New York Branch, NY 10017, USA on or before [one year from the Date of Issuance] (the "Expiration Date"). If a drawing in compliance with the terms and conditions of this Letter of Credit is presented

at or prior to 5:00 PM, New York time, on any Banking Day, Issuer will honor the drawing within three (3) Banking Days. Drawings under this Letter of Credit may be made between 9:00 AM and 5:00 PM, Eastern time, on any Banking Day. As used herein "Banking Day" means any day that is not a Saturday or Sunday or any other day on which commercial banks in New York are authorized by law or executive order to close.

The obligations of Issuer hereunder are primary obligations to Beneficiary and will not be affected by the performance or non-performance by FTL City Hall Partners, LLC, under any agreement with Beneficiary or by any bankruptcy, insolvency or other similar proceeding initiated by or against FTL City Hall Partners, LLC. FTL City Hall Partners, LLC, is not the beneficiary under this Letter of Credit and possesses no interest whatsoever in proceeds of any draw hereon. Issuer will pay to Beneficiary any amount drawn hereunder in immediately available funds free and clear of and without deduction for any taxes, duties, fees, liens, set-offs, or other deductions of any kind and regardless of any objection by any third party.

This Letter of Credit will terminate on the earlier of (i) the close of business on the Expiration Date and (ii) the date on which Issuer has honored one or more draws in the full amount of the Stated Amount.

This Letter of Credit may not be transferred by Beneficiary to any other person. Drawings by facsimile to facsimile number 1-905-948-1934 are acceptable and will be honored by Issuer (each such drawing, a "Fax Drawing"); provided, however, that a Fax Drawing will not be effectively presented until Beneficiary confirms, by telephone, Issuer's receipt of such Fax Drawing by calling Issuer at telephone number 1-416-217-8809 or 1-416-542-4899.

To the extent not inconsistent with the express provisions hereof, this Letter of Credit is subject to the rules of the International Standby Practices ISP98 ("ISP98"), as interpreted under the laws of the State of New York, and will, as to matters not governed by ISP98, be governed and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles.

With respect to any suit, action or proceedings relating to this Letter of Credit ("Proceedings"), Issuer irrevocably: (i) submits to the exclusive jurisdiction of the United States District Court for the Southern District of Florida, located in Broward County; (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in such court; and (iii) waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over Issuer.

Any failure by Beneficiary to draw upon this Letter of Credit as permitted hereunder will not cause this Letter of Credit to be unavailable for any future drawing, provided that this Letter of Credit has not expired prior to such future drawing and that all requirements of this Letter of Credit are independently satisfied with respect to any such future drawing.

Regards,

Authorized Signatory(ies)

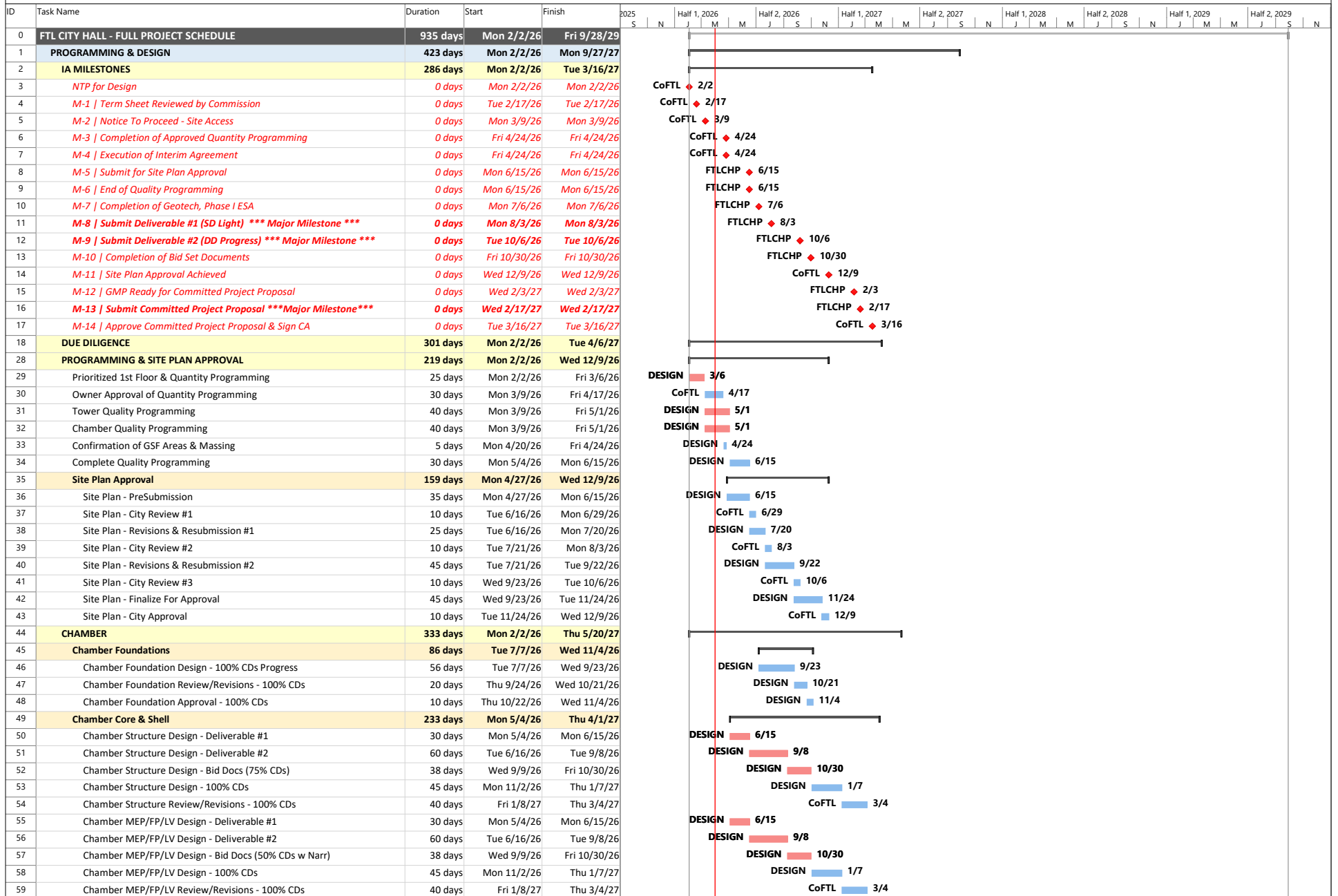
EXHIBIT G

Preliminary Project Schedule



FULL PROJECT SCHEDULE
DEVELOPMENT STAGE

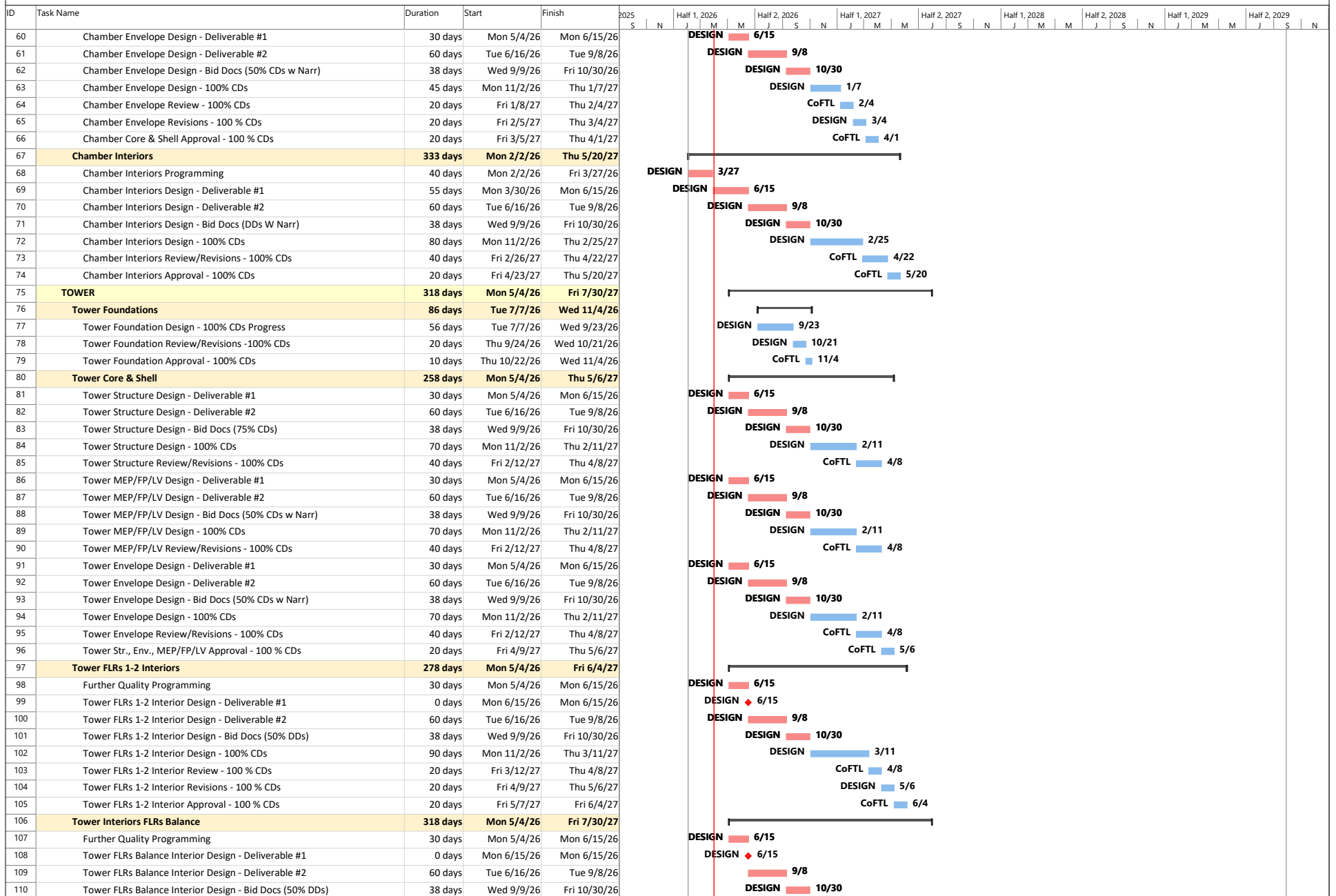
City of Fort Lauderdale
New City Hall Project





FULL PROJECT SCHEDULE
DEVELOPMENT STAGE

City of Fort Lauderdale
New City Hall Project





FULL PROJECT SCHEDULE
DEVELOPMENT STAGE

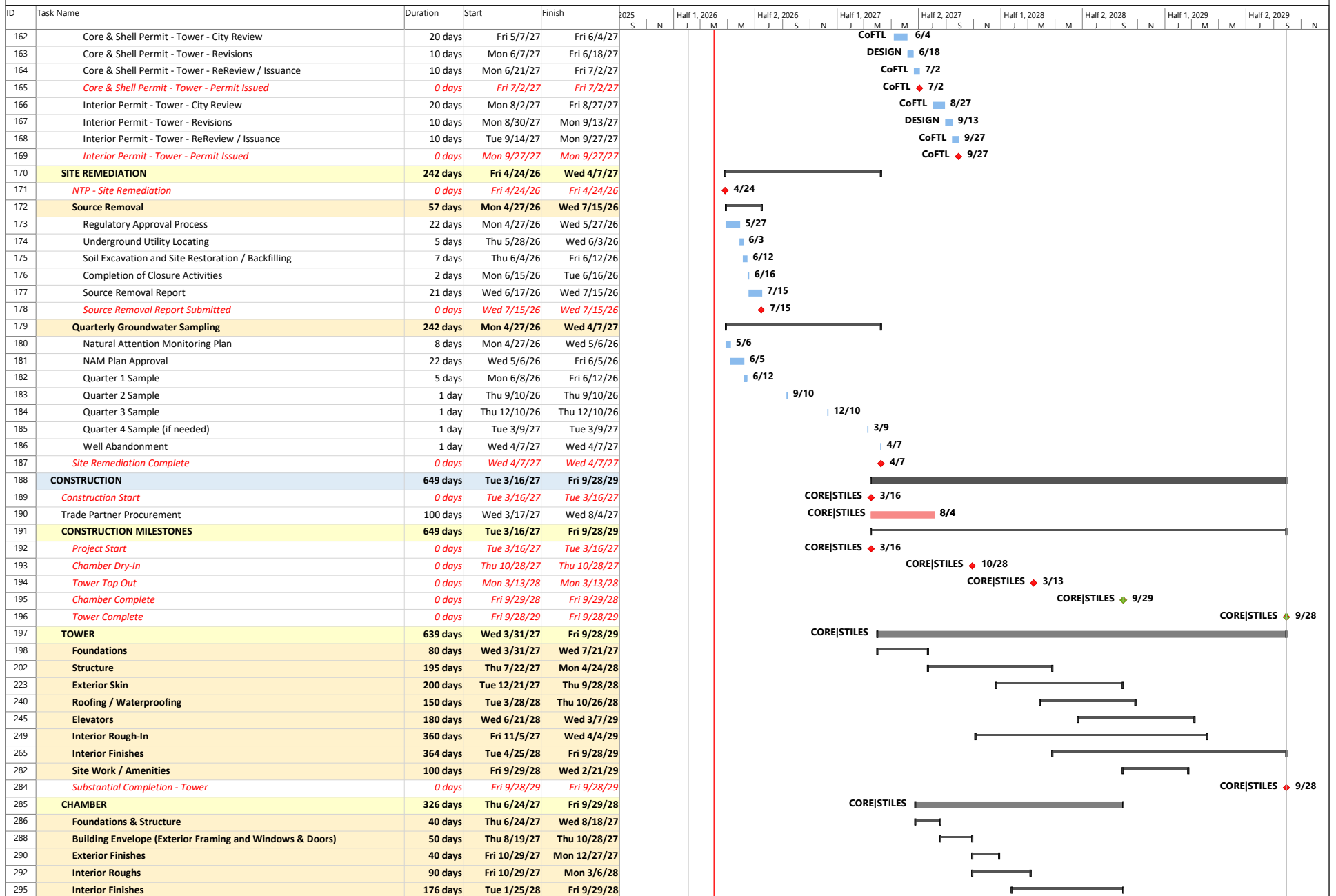
City of Fort Lauderdale
New City Hall Project

ID	Task Name	Duration	Start	Finish	2025	S	N	Half 1, 2026	J	M	M	Half 2, 2026	S	N	Half 1, 2027	J	M	M	Half 2, 2027	J	S	N	Half 1, 2028	J	M	M	Half 2, 2028	J	S	N	Half 1, 2029	J	M	M	Half 2, 2029	J	S	N	
111	Tower FLRs Balance Interior Design - 100% CDs	130 days	Mon 11/2/26	Thu 5/6/27																																			
112	Tower FLRs Balance Interior Review - 100 % CDs	20 days	Fri 5/7/27	Fri 6/4/27																																			
113	Tower FLRs Balance Interior Revisions - 100 % CDs	20 days	Mon 6/7/27	Fri 7/2/27																																			
114	Tower FLRs Balance Interior Approval - 100 % CDs	20 days	Mon 7/5/27	Fri 7/30/27																																			
115	DELIVERABLES	163 days	Mon 6/15/26	Wed 2/3/27																																			
116	Deliverable #1 (SD Light)	46 days	Mon 6/15/26	Mon 8/17/26																																			
117	D1 - Design Document Issuance	0 days	Mon 6/15/26	Mon 6/15/26																																			
118	D1 - DB Pricing	25 days	Mon 6/15/26	Fri 7/17/26																																			
119	D1 - FM Pricing	10 days	Mon 7/20/26	Fri 7/31/26																																			
120	Deliverable #1 Submission	0 days	Mon 8/3/26	Mon 8/3/26																																			
121	D1 - City Review & Comment	10 days	Tue 8/4/26	Mon 8/17/26																																			
122	Deliverable #2 (DD Progress)	31 days	Tue 9/8/26	Tue 10/20/26																																			
123	D2 - Design Document Issuance	0 days	Tue 9/8/26	Tue 9/8/26																																			
124	D2 - DB Pricing	17 days	Tue 9/8/26	Wed 9/30/26																																			
125	D2 - FM Pricing	5 days	Wed 9/30/26	Tue 10/6/26																																			
126	Deliverable #2 Submission	0 days	Tue 10/6/26	Tue 10/6/26																																			
127	D2 - City Review & Comment	10 days	Wed 10/7/26	Tue 10/20/26																																			
128	Guaranteed Maximum Price (GMP)	64 days	Fri 10/30/26	Wed 2/3/27																																			
129	GMP - Design Document Issuance	0 days	Fri 10/30/26	Fri 10/30/26																																			
130	Develop Invitation To Bidders (ITB)	3 days	Mon 11/2/26	Wed 11/4/26																																			
131	ITB Published	0 days	Wed 11/4/26	Wed 11/4/26																																			
132	Request For Information (RFI) Duration	15 days	Thu 11/5/26	Wed 11/25/26																																			
133	Site Visit	1 day	Thu 11/19/26	Thu 11/19/26																																			
134	RFI Deadline	0 days	Wed 11/25/26	Wed 11/25/26																																			
135	Addenda / RFI Response Coordination	5 days	Mon 11/30/26	Fri 12/4/26																																			
136	Issue Final Addendum	0 days	Fri 12/4/26	Fri 12/4/26																																			
137	Incorporate Site Plan Approval	20 days	Thu 12/10/26	Fri 1/8/27																																			
138	Bid Opening	1 day	Fri 12/18/26	Fri 12/18/26																																			



FULL PROJECT SCHEDULE
DEVELOPMENT STAGE

City of Fort Lauderdale
New City Hall Project





FULL PROJECT SCHEDULE
DEVELOPMENT STAGE

City of Fort Lauderdale
New City Hall Project

D	Task Name	Duration	Start	Finish	2025		Half 1, 2026			Half 2, 2026			Half 1, 2027			Half 2, 2027			Half 1, 2028			Half 2, 2028			Half 1, 2029			Half 2, 2029					
					S	N	J	M	M	J	S	N	J	M	M	J	S	N	J	M	M	J	S	N	J	M	M	J	S	N			
299	Substantial Completion - Chamber	0 days	Fri 9/29/28	Fri 9/29/28																													

CORE|STILES ♦ 9/29

EXHIBIT H

Requirements for Comprehensive Agreement

Exhibit H

Comprehensive Agreement Key Terms

This Exhibit H sets forth a general description of certain key terms and provisions to be set forth and further developed in the comprehensive agreement (the “**Comprehensive Agreement**”) proposed to be entered into between the City of Fort Lauderdale (the “**City**”) and FTL City Hall Partners, LLC (the “**Developer**”). Prior to the execution of the Comprehensive Agreement, Developer shall have satisfied the conditions set forth in Section 19.3 of the Interim Agreement.

General

The Developer will agree to design, construct, maintain, and, if applicable, finance the Project, as described in more detail herein and subject to the terms, covenants and conditions of the Comprehensive Agreement.

The term of the Comprehensive Agreement will commence on the effective date of the Comprehensive Agreement, and expire on the date that is 30 years after the Substantial Completion Date, unless terminated or extended in accordance with the terms of the Comprehensive Agreement.

Access Rights; Title

The City will grant access to the Project Site to the Developer for the Developer's performance of its obligations under the Comprehensive Agreement. The City will retain certain rights of access to the Project Site to monitor the Developer's compliance with the Comprehensive Agreement.

Governmental Approvals

The Developer will have the sole responsibility for obtaining all governmental approvals required for its performance of the Project. The City, in its capacity as a contractual counterparty and without limiting its powers or discretion as a sovereign, will be required (i) to cooperate in good faith with the Developer in connection with any application by the Developer for a governmental approval, and (ii) to take any reasonable action upon Developer's request to obtain a government approval.

Environmental Compliance

The provisions of the Comprehensive Agreement relating to environmental liabilities shall reflect the City's status as the “generator and arranger” under 40 CFR, Part 262, with respect to certain Hazardous Materials as set forth in Section 16.3 of the Interim Agreement.

Design and Construction

At Financial Close, the Developer will furnish, or will cause its design-builder to furnish, a payment and performance bond in respect of the design and construction work in the amount required by Florida law.

The Comprehensive Agreement will set forth detailed provisions with respect to the completion of Project designs, including timelines for both Developer submittal of design drawings and related deliverables to the City and City review of the same.

The Developer will be required to commence the construction work no later than the construction commencement deadline and to achieve Substantial Completion of the Project no later than a longstop date, in each case, such deadlines as mutually agreed by the parties during the predevelopment phase under the Interim Agreement.

"Substantial Completion" will mean that, excluding any minor punch list items (as the same will be defined in the Comprehensive Agreement), (i) construction of the Project is physically complete in all material respects and is in compliance with the terms of the Comprehensive Agreement; (ii) the furniture, fixtures and equipment that is the responsibility of the Developer are installed and ready for their intended use; (iii) the final certificate of occupancy is issued by the City of Fort Lauderdale or, in the case of a temporary certificate of occupancy, such temporary certificate of occupancy does not contain conditions that materially affect the City's ability to commence operations; (iv) the Project security and safety systems are functional in accordance with the requirements of the Comprehensive Agreement; and (v) all utilities specified or required under the Comprehensive Agreement to be arranged by the Developer are connected and functioning properly. The Comprehensive Agreement shall specify that if Developer has satisfied all governmental requirements and conditions for issuance of a final or temporary certificate of occupancy in accordance with all applicable laws, the City's unlawful failure or refusal to issue such final or temporary certificate of occupancy shall not constitute a basis to withhold or delay any payments due to Developer under the Comprehensive Agreement.

Maintenance Work

The Developer will be responsible for performance of the maintenance work with respect to the Project as agreed by the parties and set forth in the Comprehensive Agreement, subject to certain exceptions as may be agreed by the parties with respect to work that is outside of scope (such as work related to certain City furniture, fixtures and equipment or vandalism). The Comprehensive Agreement will set forth key performance indicators and a failure by the Developer to meet the same (after giving effect to any cure or rectification periods) will entitle the City to assess deductions.

Following Substantial Completion, the City shall negotiate, establish and contract for all electric, gas, water, sewer and other utility service required for the Project and will be responsible for all metering arrangements and paying utilities directly without recourse to the Developer.

Payment Mechanism

The design and construction work will be performed on a fixed, lump-sum price, subject only to adjustment as set forth in the Comprehensive Agreement, with Developer to be responsible for all cost overruns for design and construction of the Project, except with respect to additional costs relating to: (i) change orders requested by the City in accordance with the change order process to be established in the Comprehensive Agreement; (ii) the portion of any differing site conditions costs in excess of the Site Conditions Deductible, subject to the provisions set forth herein under the caption "Site Conditions"; and (iii) compensation events not caused by Developer to the extent agreed by the parties in accordance with the provision set forth below under the caption "Time and Compensation Relief."

The City will pay the Developer development and mobilization fees following Financial Close, pursuant to a payment schedule to be established in the Comprehensive Agreement. Thereafter, the Comprehensive Agreement will set forth a process for periodic payments by the City (and contributions by the Developer's member) to the Developer based on actual progress of the design and construction work. The City will pay monthly maintenance charges (which will be subject to indexation and which cover return on equity), subject to adjustment for deductions. Deductions assessed by the City will be capped at a specified percentage of the maintenance charge, to be established in the Comprehensive Agreement, with excess deductions being assessable in the next month.

Time and Compensation Relief

The Comprehensive Agreement will set forth a series of events that, subject to reporting and substantiation of impact by the Developer, will entitle the Developer to time extensions, relief from performance obligations and/or additional compensation, as applicable. The parties will take into account recent public-private partnership market precedents in their negotiation of such events; provided, however, that the parties agree that an event giving rise to time relief shall not also necessarily result in compensation relief except to the extent agreed by the parties.

Site Conditions

The diligence reports prepared by the Developer under the Interim Agreement shall serve as the baseline for geotechnical conditions, hazardous materials and the presence of utilities on the Project Site (the "**Site Condition Reports**"). To the extent that actual site conditions materially differ from those set forth in the Site Condition Reports (except to the extent such site condition could reasonably have been identified or discovered prior to the Developer's proposal under the Interim 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 the Interim Agreement), the Developer shall be entitled to time extensions and/or relief from impacted performance obligations, as applicable. Notwithstanding, the Developer shall be responsible for a specified amount of increased costs or percentage of the total costs of the Project, to be established in the Comprehensive Agreement (the "**Site Conditions Deductible**"), in the aggregate, resulting from such differing site conditions. To the extent the City reasonably believes that the Developer's increased costs with respect to differing site conditions will exceed the Site Conditions Deductible, or to the extent such increased costs achieve the Site Conditions Deductible, the City may (by notice within an agreed to period of time to the Developer) either (a) assume such increased costs above the Site Conditions Deductible or (b) terminate the Comprehensive Agreement on a "no fault" basis as set forth under the caption "Termination."

Events of Default

The Comprehensive Agreement will provide for customary default events by the Developer ("**Developer Defaults**") for the Developer's failure to comply with the terms of the Comprehensive Agreement, including (subject to notice and reasonable cure periods): (a) a material covenant or misrepresentations default, (b) failure to timely commence the design and construction work, (c) failure to achieve Substantial Completion by a longstop date, (d) unauthorized transfer of the Comprehensive Agreement or unpermitted change of control, (e) certain insolvency events, (f) failure to timely satisfy or bond over encumbrances that attach on City property due to actions of

the Developer, or (g) a performance related default due to the accumulation of performance failures/deductions. Developer Defaults shall not include any failure by the Developer to perform its obligations under the Comprehensive Agreement (other than payment obligations not otherwise caused by a failure of the City to make payment under the Comprehensive Agreement) if otherwise excused under the Comprehensive Agreement.

The Comprehensive Agreement will provide for customary default events by the City ("**City Defaults**") for the City's failure to comply with the terms of the Comprehensive Agreement, including (subject to notice and reasonable cure periods): (a) a material covenant or misrepresentations default, (b) failure to pay to the Developer undisputed amounts; and (c) certain insolvency events. Except with respect to a payment default, a City Default shall not include any failure of the City to perform its obligations under the Comprehensive Agreement (other than payment obligations) if such failure is the result of force majeure.

Termination

Termination for Developer Default.

If the City terminates the Comprehensive Agreement due to a Developer Default prior to Substantial Completion, then the City will pay the Developer an amount equal to (a) any accrued amounts due from the City to the Developer with respect to any design and construction work performed in compliance with the Comprehensive Agreement prior to the termination, *minus* (b) the City's documented increased costs to achieve Substantial Completion, less the amount of certain insurance proceeds and payments under payment and performance bonds paid to the City to defray the City's cost to achieve Substantial Completion. If such calculation is a negative number, the absolute value of such calculation shall be payable by the Developer to the City.

If the City terminates the Comprehensive Agreement due to a Developer Default on or after Substantial Completion, the City will pay the Developer an amount equal to (a) any accrued amounts due from the City to the Developer with respect to the design and construction and/or maintenance work performed in compliance with the Comprehensive Agreement, *minus* (b) any assessed deductions. If such calculation is a negative number, the absolute value of such calculation shall be payable by the Developer to the City.

Termination for Convenience or City Default.

If the Developer terminates the Comprehensive Agreement for a City Default, or if the City terminates the Comprehensive Agreement for convenience, each in accordance with the Comprehensive Agreement, then the City will pay the Developer an amount equal to (a) the fair market value, as of the termination date, of the Developer's interest in the Project (subject to a third-party appraisal process set forth in the Comprehensive Agreement that accounts for all factors relevant to the valuation of the equity interest, including the risks associated with the stage of the Project at the time of any such termination), *plus* (b) reasonable and verified contractor breakage and redundancy costs; *plus* (c) any accrued amounts payable by the City to the Developer, *minus* (d) certain insurance proceeds and assessed deductions.

No Fault Termination or Termination Due to Court Ruling

If either party terminates the Comprehensive Agreement due to an extended relief event (which will be defined as an event that excuses performance for an agreed-to, continuous period of time), or if the Comprehensive Agreement is invalidated due to court ruling, or if the City terminates the Comprehensive Agreement as set forth under the caption "Site Conditions," then the City shall pay the Developer (a) if positive, the aggregate equity contributions funded to the Developer *minus* the aggregate equity distributions paid to the Developer's member(s), *plus* (b) reasonable

and verified contractor breakage and redundancy costs; *plus* (c) any accrued amounts payable by the City to the Developer, *minus* (d) certain insurance proceeds and assessed deductions.

Step-in Rights

In the event of a termination due to a developer default (or in such other events as may be agreed under the Comprehensive Agreement), the City shall be entitled to avail itself of customary step-in rights as set forth in the Comprehensive Agreement without the payment of any step-in rights fee to the Developer.

Governing Law

The Comprehensive Agreement will be governed by and construed in accordance with the laws of the State of Florida. The venue for any litigation arising from a dispute shall be a State court of competent jurisdiction in Broward County, Florida.

EXHIBIT I

Remediation Proposal and Environmental
Site Assessment Report

MARCH 25, 2026



City of Fort Lauderdale City Hall Site Remediation

PRICING PROPOSAL

CORE



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.



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

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Figure 2 – USGS Topographic Map
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Figure 5 – Reference Lines for Geological Sections
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Figure 10 – Groundwater Elevation Contour Map (10/09/2025)
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Tables

Table 1 – Soil OVA Results
Table 2A – Soil Analytical Summary – VOAs, TRPHs, and Metals
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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

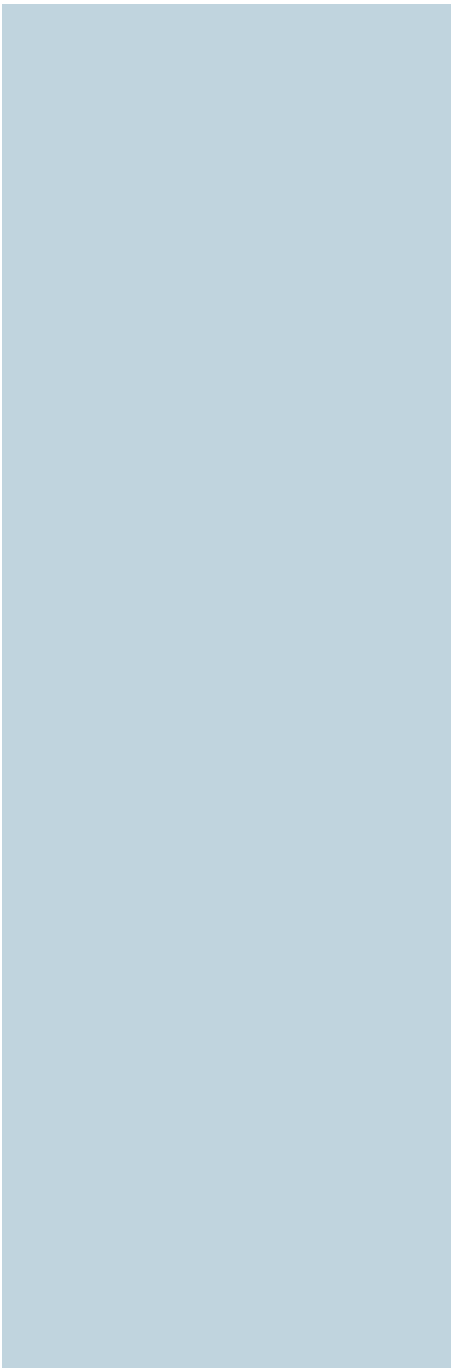
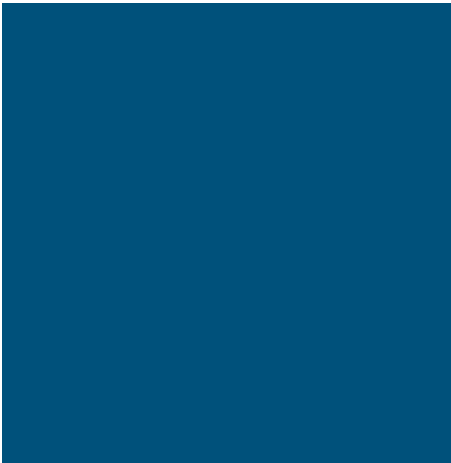


Professional Certification

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

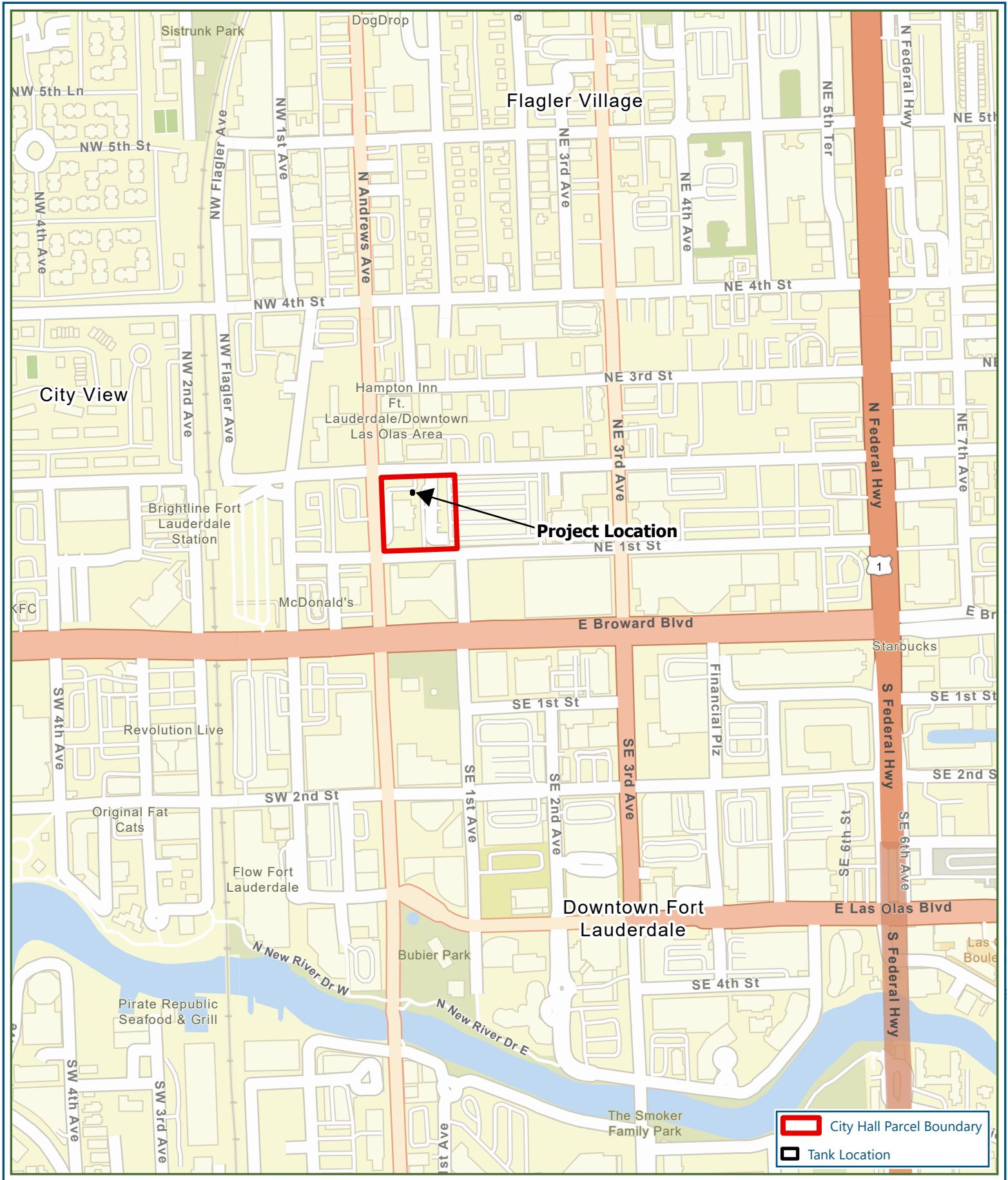
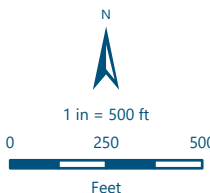


Figure 1
Location Map

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:
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Date Exported: 12/18/2025



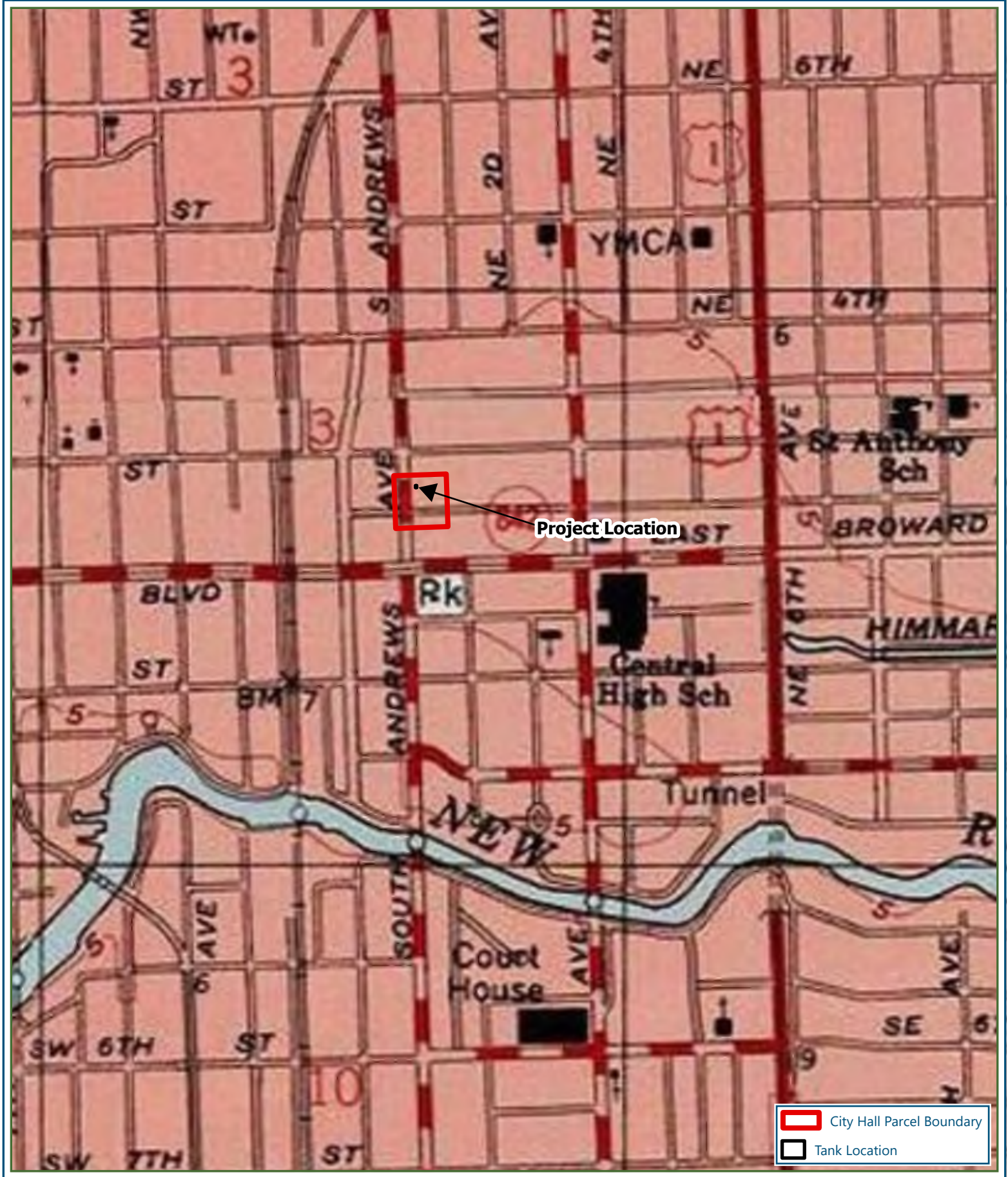
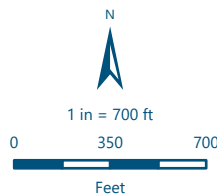


Figure 2

USGS Topographic Map

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



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Project Number: 112438 Data Source: USGS

Spatial Reference:

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Date Exported: 12/18/2025



Exhibit 4

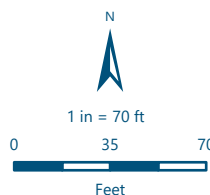
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Figure 3

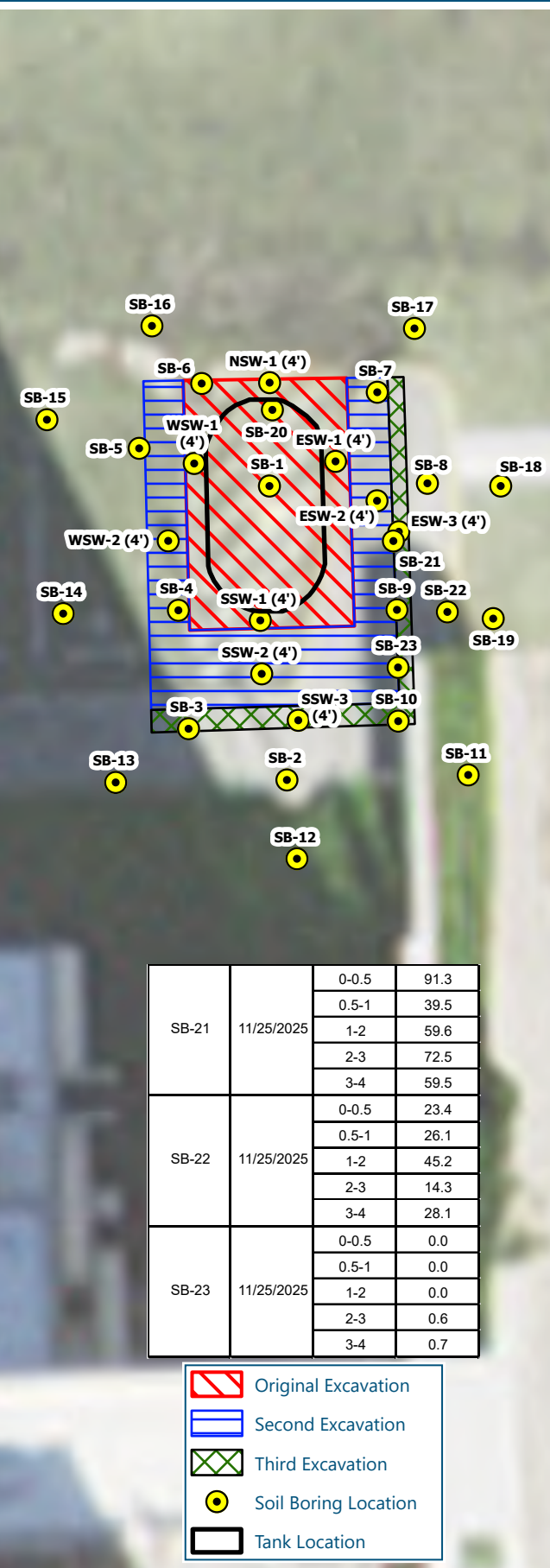
Aerial Photograph

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.
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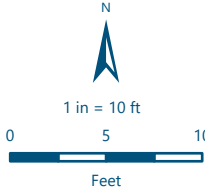
Sample			OVA
Boring Number	Date Collected	Sample Interval (ftbls)	Net OVA Reading (ppm)
SB-1	10/2/2025	0-1	0.0
		1-2	0.0
		2-3	0.0
		3-4	0.0
		4-5	4.8
SB-2	10/2/2025	0-1	0.0
		1-2	0.0
		2-3	0.0
		3-4	0.0
		4-5	0.8
SB-3	10/2/2025	0-1	0.0
		1-2	0.0
		2-3	0.0
		3-4	0.0
		4-5	1.0
SB-4	10/2/2025	0-1	0.0
		1-2	0.0
		2-3	0.5
		3-4	6.3
		4-5	8.4
SB-5	10/2/2025	0-1	0.0
		1-2	1.0
		2-3	0.0
		3-4	0.0
		4-5	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-7	10/2/2025	0-1	0.4
		1-2	1.8
		2-3	6.2
		3-4	3.5
		4-5	2.3
SB-8	10/2/2025	0-1	0.0
		1-2	0.0
		2-3	0.0
		3-4	0.0
		4-5	2.7
SB-9	10/2/2025	0-1	0.0
		1-2	0.0
		2-3	3.2
		3-4	3.0
		4-5	6.1
SB-10	10/2/2025	0-1	0.8
		1-2	0.4
		2-3	2.9
		3-4	2.2
		4-5	3.6



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	0-1	0.0
		1-2	0.5
		2-3	0.2
		3-4	1.1
		4-5	4.7
SB-13	10/3/2025	0-1	0.0
		1-2	0.3
		2-3	1.8
		3-4	7.2
		4-5	8.1
SB-14	10/3/2025	0-1	0.0
		1-2	0.0
		2-3	1.5
		3-4	3.3
		4-5	2.4
SB-15	10/3/2025	0-1	1.9
		1-2	0.0
		2-3	0.0
		3-4	0.0
		4-5	0.0
SB-16	10/3/2025	0-1	0.9
		1-2	0.0
		2-3	0.0
		3-4	0.0
		4-5	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	6.4
SB-18	10/3/2025	0-1	0.0
		1-2	0.0
		2-3	0.6
		3-4	2.3
		4-5	2.4
SB-19	10/3/2025	0-1	0.0
		1-2	0.7
		2-3	3.8
		3-4	5.2
		4-5	5.8
SB-20	10/3/2025	0-1	0.6
		1-2	3.4
		2-3	2.3
		3-4	2.6
		4-5	6.0

Notes: OVA = organic vapor analyzer
ft = feet
ftbls = 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.
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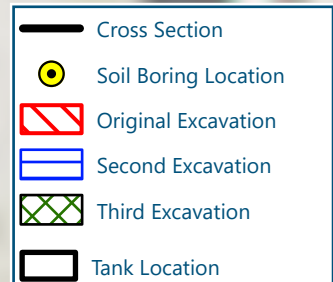
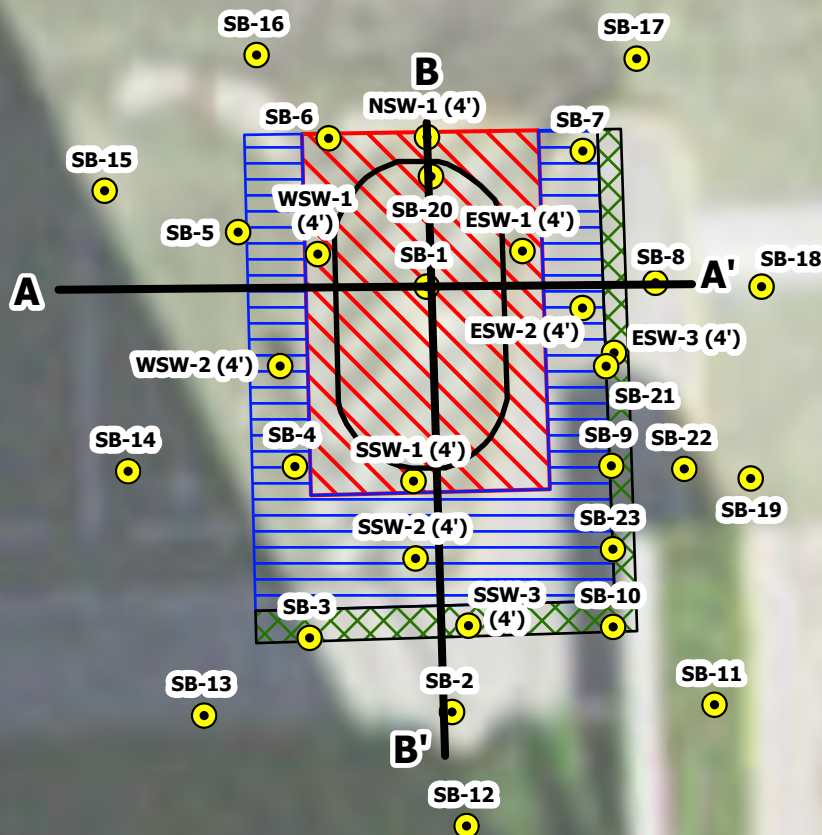
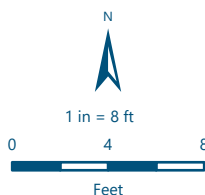


Figure 5

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 Exported: 12/18/2025



Exhibit 4

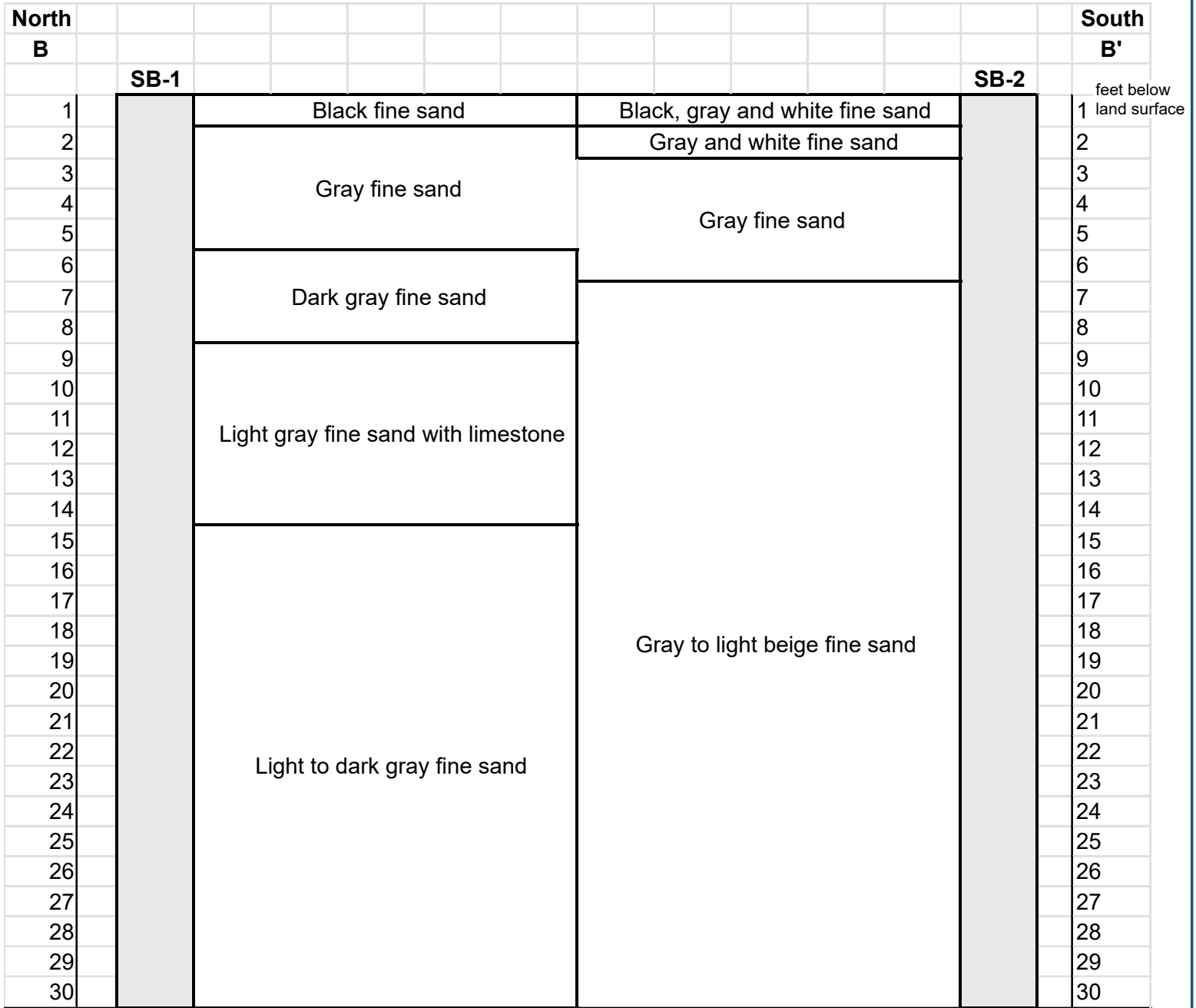
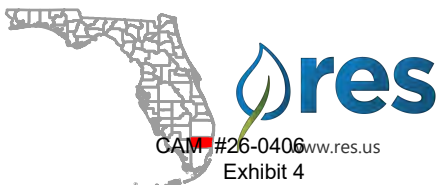


Figure 7
Geological Cross Section B-B'

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.
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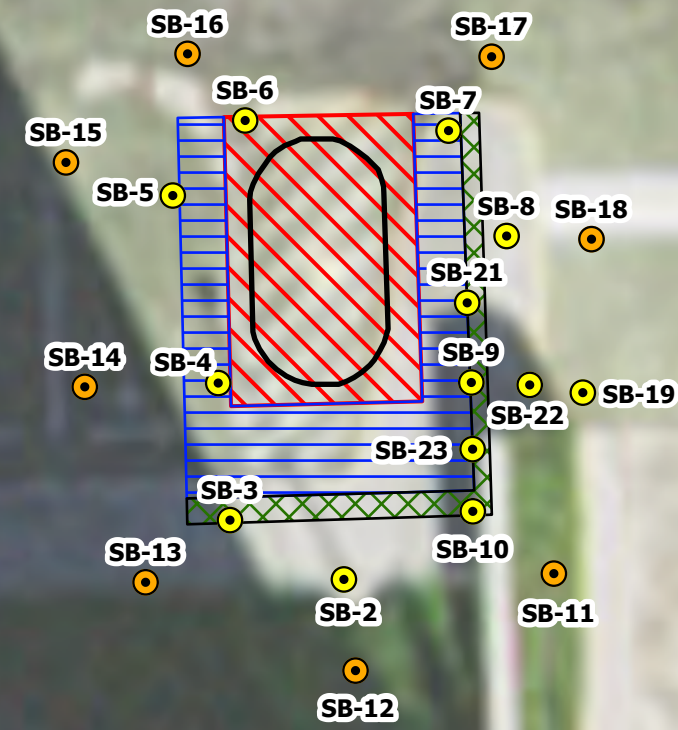


Boring #	Date Collected	Sample Interval (fbls)	Benzo (a) pyrene	Benzo (a) pyrene
			(mg/kg)	(mg/kg)
SB-2	10/2/2025	0-0.5	0.017	0.0
	10/2/2025	0.5-2	0.07	0.1
	10/2/2025	2-4	0.062	0.1
SB-3	10/2/2025	0-0.5	0.013	0.0
	10/2/2025	0.5-2	0.082	0.1
	10/2/2025	2-4	0.052	0.1
SB-4	10/2/2025	0-0.5	0.082	0.1
	10/2/2025	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

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

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



Soil Sample Location

Soil Sample Location (not analyzed based on initial results)

Original Excavation

Second Excavation

Third Excavation

Tank Location

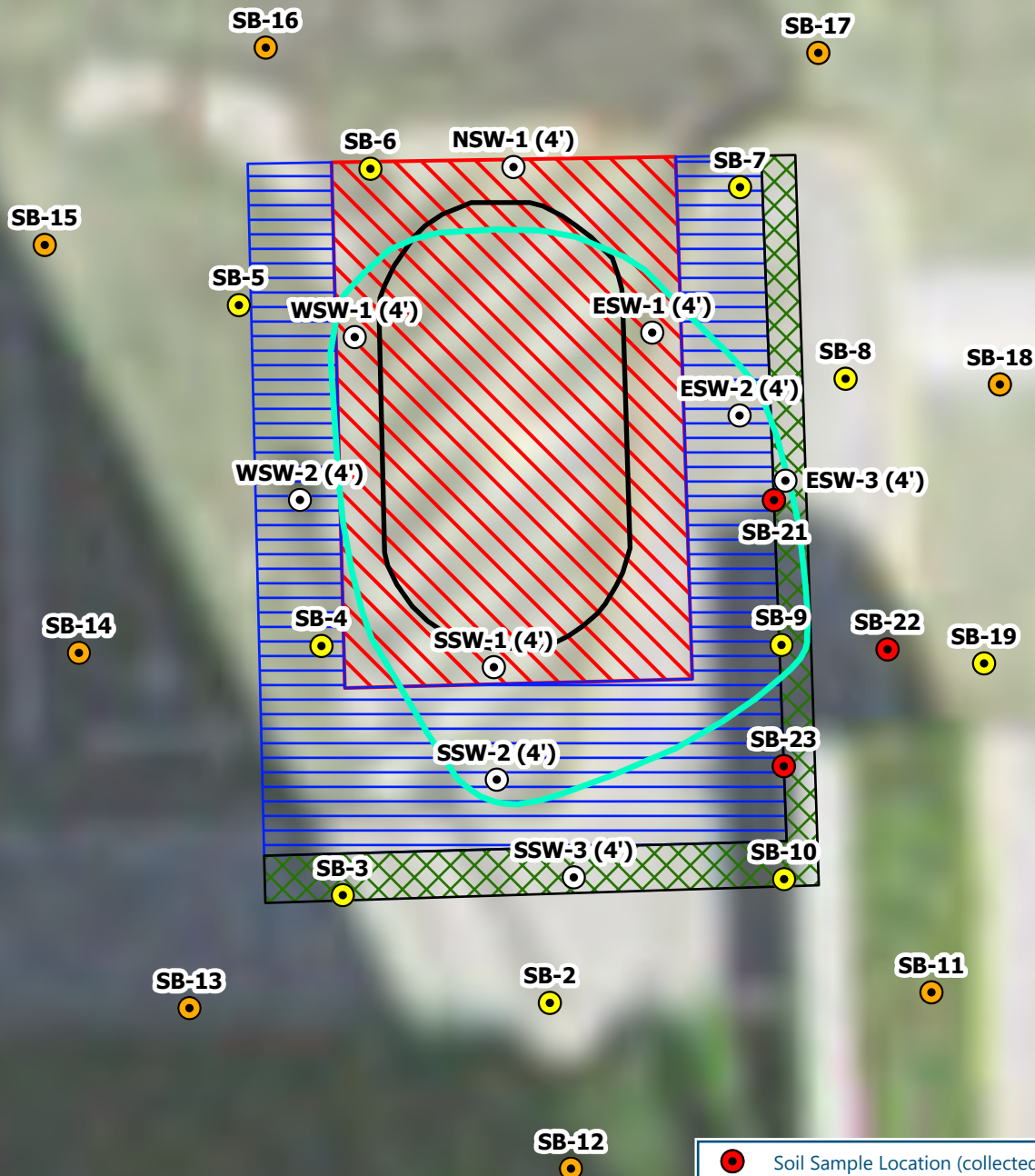
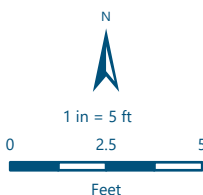
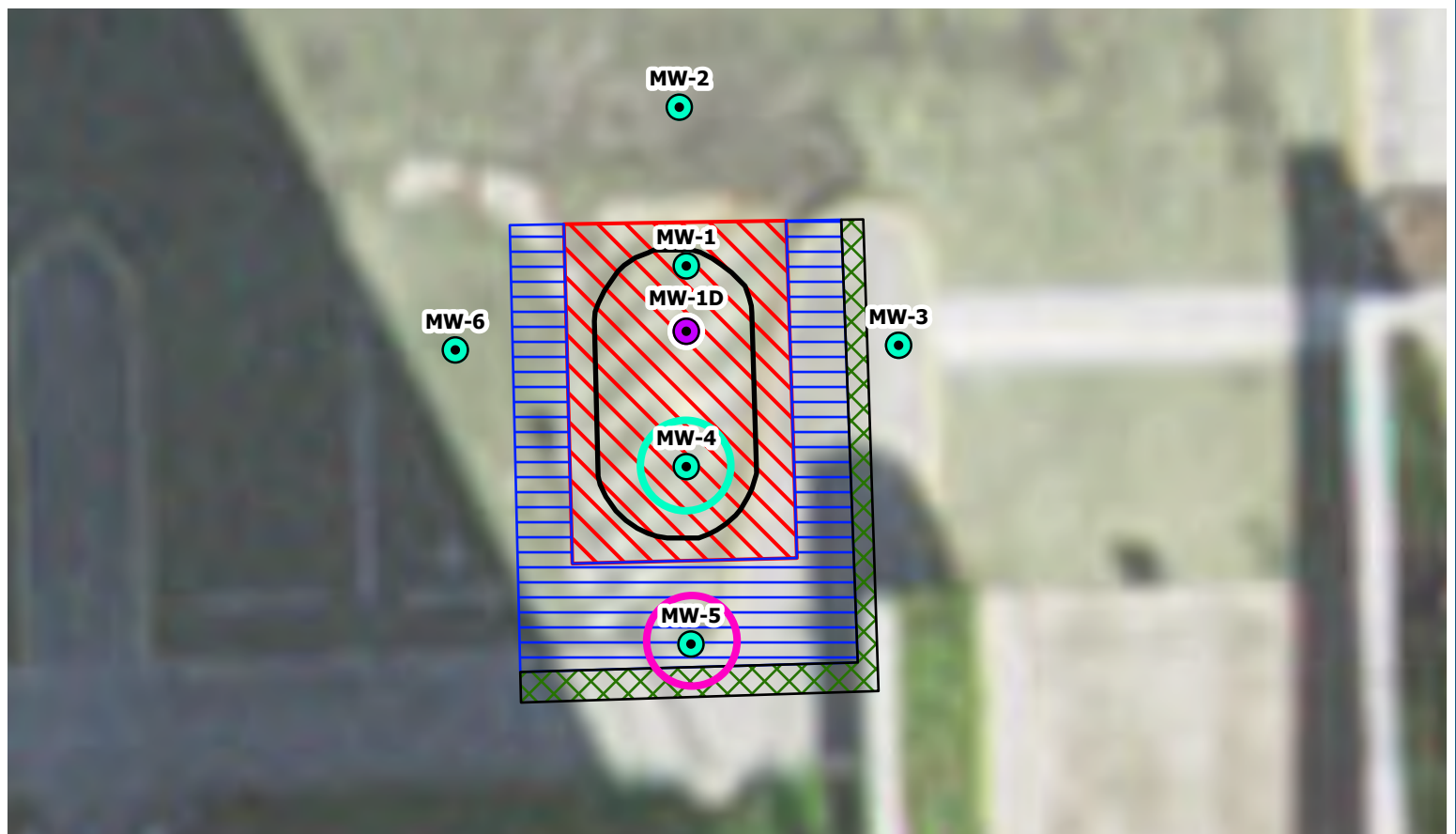


Figure 9
Soil Contaminant Isocontour Map

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 Exported: 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-Methylnaphthalene	2-Methylnaphthalene	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	0.66 U	0.75 U	0.60 U	0.32 U	0.039 U	0.12 I
MW-1D	10/9/2025	0.71 U	0.70 U	0.66 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	0.66 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	0.66 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	0.16 I	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	0.66 U	2.3	0.60 U	0.34	0.34	0.30
MW-6	10/9/2025	0.71 U	0.70 U	0.66 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

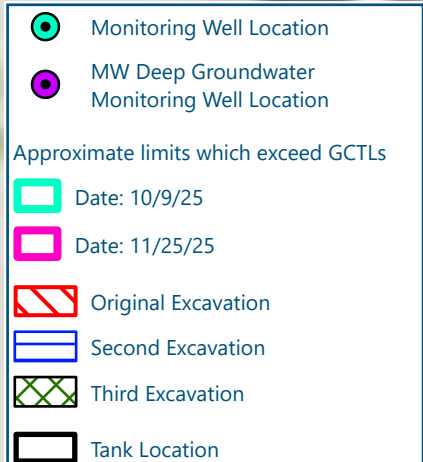
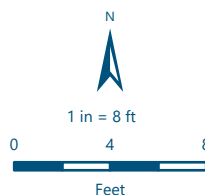
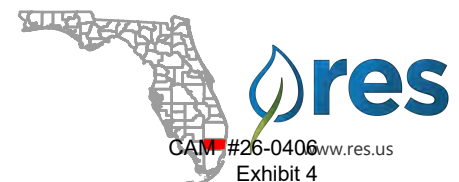


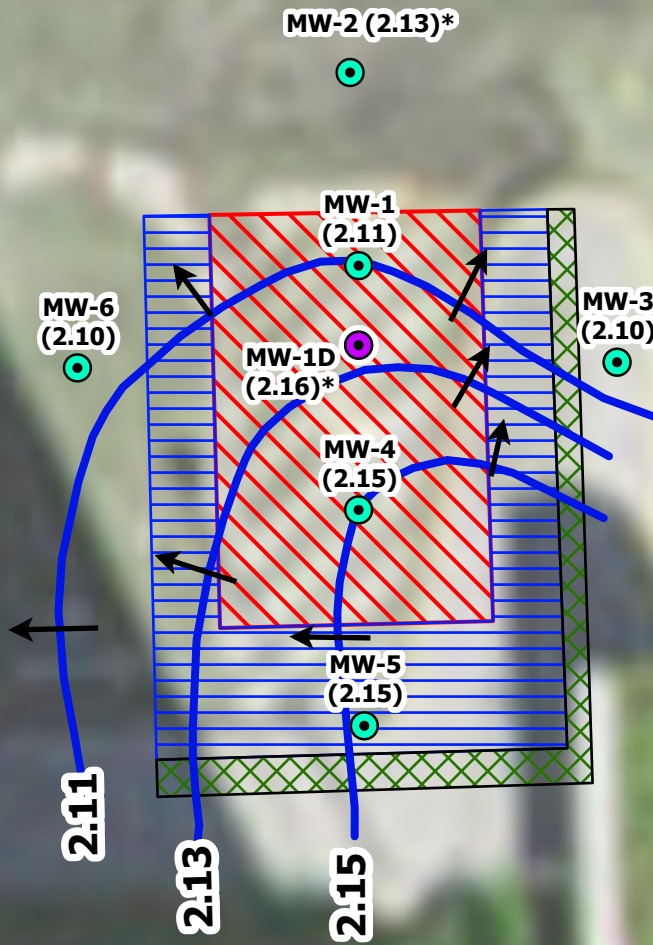
Figure 10
Groundwater Analytical Summary

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 Exported: 12/19/2025

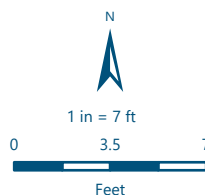




- Monitoring Well Location
- MW Deep Groundwater Monitoring Well Location
- Groundwater Contour Line
- * Not Used for Contouring
- (2.11) = Groundwater Elevation (feet)
- Groundwater Flow Direction
- Original Excavation
- Second Excavation
- Third Excavation

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 Exported: 12/19/2025

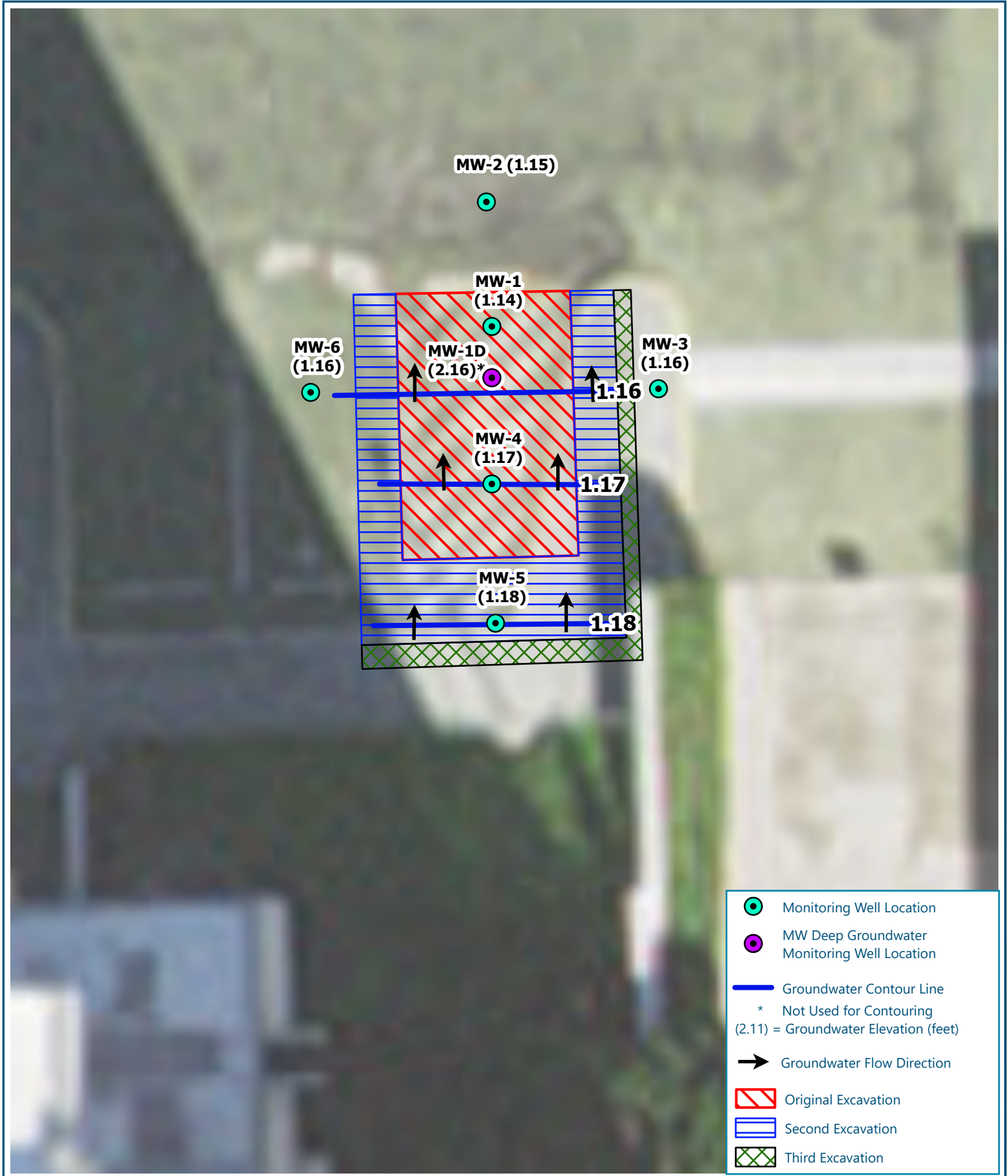






EXHIBIT J

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 K

Small, Local, and Disadvantaged Business Participation Plan

EXHIBIT K

Small, Local, and Disadvantaged Business Participation Plan

Section 1. Purpose and Applicability

This Small, Local and Disadvantaged Business Participation Plan (this “Plan”) 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 Section 29 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 and shall comply with all applicable federal, state, and local nondiscrimination laws.

EXHIBIT L

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