



Special City Council Meeting

Agenda

Marina Event Center - 190 E. 13th Street, Riviera Beach, FL 33404

February 9, 2022

6:00 PM

Notice

In accordance with the Americans with Disabilities Act of 1990, persons in need of a special accommodation to participate in the proceedings shall contact the office of the City Manager at 561-845-4010 no later than 96 hours prior to the proceedings; if hearing impaired, telephone the Florida Relay Services 1-800- 955-8771 (TDD) or 1-800-955-8770 (voice) for assistance.

Mayor

Ronnie L. Felder

Chairperson

Shirley D. Lanier - District 3

Chair Pro-Tem

Kashamba Miller-Anderson - District 2

Councilpersons

Tradrick McCoy - District 1

Julia A. Botel - District 4

Douglas A. Lawson - District 5

Administration

Jonathan Evans, City Manager

Claudene L. Anthony, CMC, City Clerk

Dawn S. Wynn, City Attorney

Please take notice and be advised, that if any interested person desires to appeal any decision made by the City Council with respect to any matter considered at this meeting, such interested person, at own expense, will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.0105.

Be further advised, the meeting location is subject to change. The public is encouraged to visit the City's website for up to date information on meeting location and information.

Lobbying - Ordinance 4001 - Adopted September 2011

Lobbyist registration and reporting forms are available for you online and in print. Forms can be obtained in the Office of the City Clerk and Council Chambers. Registration and reporting forms shall be submitted to the Office of the City Clerk.

Any person who would like to speak on an agenda item please complete a pink public comment card located at the front desk and give it to the staff prior to the item being taken up by City Council for discussion. Members of the public will be given a total of three (3) minutes to speak on all items listed on the consent agenda and three (3) minutes to speak on each regular agenda item. The time limit for public comment may be reduced by a vote of the City Council based on the voluminous nature of public comment cards. In no event will anyone be allowed to submit a comment card to speak on an agenda item after the resolution is read or item considered.

- 1. Call to Order**
- 2. Roll Call**
- 3. Invocation and Pledge of Allegiance**
- 4. Resolutions**
 - 4a. Resolution Number 010-22: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, awarding ITN 1015-21-1 to Kaufman Lynn Construction, Inc.; approving the Comprehensive Agreement between the City And Kaufman Lynn Construction, Inc.; authorizing the Mayor and the City Clerk to execute the Comprehensive Agreement between Kaufman Lynn Construction, Inc., and the City of Riviera Beach to provide public-private partnership services for fire rescue facilities in an amount not to exceed \$20,000,000; authorizing the payment of owner representative services for the construction in an amount not to exceed \$409,290 to PSA Management; providing for incorporation of recitals; and providing an effective date.**

Elizabeth T. McBride, Deputy City Manager, 561-812-6590 and Outside Counsel

Approval of Resolution Number 010-22, awarding ITN No. 1015-21-1 to Kaufman Lynn Construction, approving the Comprehensive Agreement between the City and Kaufman Lynn Construction, Inc.; authorizing execution of the Comprehensive Agreement; and authorizing payments not to exceed \$409,290 for the construction services of PSA Management.

Submitting Department: City Manager

[Cover Page](#)

[Cover Memo for Comprehensive Agreement for FS 88 020922.DOCX](#)

[Res No 010-22 Comprehensive Agreement for FS 88.DOCX](#)

[Riviera Beach - F.S. 88 - Comp Agreement.pdf](#)

[PSA- Costs for Fire Station 88 Services to Completion Attachment No 1.pdf](#)

4b.

Resolution Number 025-22: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the future, permanent site location for the erection, construction and operation of Fire Station 87 at the SW corner of 28th Street and Avenue H West, Riviera Beach, Florida; approving for a temporary Fire Station 87 at Wells Recreation Consistent with previous actions taken by the City Council; providing for incorporation of recitals; providing an effective date; and for other purposes.

Terrence Bailey, City Engineer, 561-845-4066

John Curd, Fire Chief, 561-845-4104

Requesting City Council's approval of Resolution Number 025-22.

Submitting Department: City Manager

[Cover Page](#)

[Cover Memo for Fire Station 87 \(Future Site Location and Relocaton and Temporary Housing\).docx](#)

[Resolution_Number_025-22-Fire_Station_87_Site_Location.docx](#)

[AY_letter re FS 87 Location.pdf](#)

5.. **Comments and Discussion**

6.. **Adjournment**



"The Best Waterfront City in Which to Live, Work And Play."

City of Riviera Beach

To: Honorable Mayor and City Council

From: Elizabeth T. McBride, Deputy City Manager

Through: Jonathan E. Evans, City Manager, MPA, MBA, ICMA-CM

Subject: **Resolution Number 010-22: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, awarding ITN 1015-21-1 to Kaufman Lynn Construction, Inc.; approving the Comprehensive Agreement between the City And Kaufman Lynn Construction, Inc.; authorizing the Mayor and the City Clerk to execute the Comprehensive Agreement between Kaufman Lynn Construction, Inc., and the City of Riviera Beach to provide public-private partnership services for fire rescue facilities in an amount not to exceed \$20,000,000; authorizing the payment of owner representative services for the construction in an amount not to exceed \$409,290 to PSA Management; providing for incorporation of recitals; and providing an effective date.**

**Elizabeth T. McBride, Deputy City Manager, 561-812-6590 and
Outside Counsel**

Date: February 09, 2022

CC: General Public

Background:

On April 28, 2021, City Council Resolution No. 43-21 authorized the City to enter into an Interim Development agreement with Kaufman Lynn Construction as the selected proposer for ITN No. 1015-21-1 (Design-Build-Finance of Fire Rescue Facilities). Pursuant to 255.065(6), Florida Statutes, the Interim Agreement was for preconstruction, project planning and development and design activities, and to establish the process and timing, for the negotiation of a Comprehensive Agreement pertaining to Fire Rescue Station No. 88.

This Resolution awards ITN 1015-21-1 to Kaufmann Lynn Construction and authorizes the execution of a Comprehensive Agreement between the City and Kaufman Lynn Construction in substantially the form attached hereto, subject to any minor modifications arising from the final negotiation. The Comprehensive Agreement (“CA”) is a public-private partnership (P3) agreement, in this instance providing for the development, design, and construction of Fire Rescue Station No. 88 by the selected proposer and contractor, Kaufman Lynn Construction, Inc. (as “Developer”).

Generally, the CA requires the Developer to design and construct the “Project” in accordance with applicable laws, all required permits and other “Governmental Approvals” and in accordance with a professional standard of care. The Developer’s “Service Fee” of \$16,848,601 is payable monthly, in arrears, and the Developer must deliver the completed Project (“Final Completion”) no later than 14 months after the City’s issuance of a notice to proceed. The City owns, and at all times will own, the Project. The City grant the Developer a license to perform the Contract Services, and the Developer assumes the risk of loss with respect to the Contract Services and the Project.

More specifically, the Developer is obligated to place certain insurances, employ certain labor and employment practices (to include small, woman, local and minority owned business enterprises, local hiring and vendor objectives, among other things), to achieve “Substantial Completion” of the Project (generally complete the design and construction), successfully “Commission” the completed Project (generally, to ensure the facility functions), prior to Final Completion/full performance by the Developer of its obligations. The Developer warrants its work for 1 year following achievement of “Substantial Completion.”

The Developer is entitled for certain relief upon the occurrence of “Supervening Events,”

which include generally occurrences or incidents giving rise to additional compensation to perform the Contract Services (“Compensation Events”) and/or giving rise to excuses from performance or permission to extend completion deadlines (“Relief Events”). The CA includes provisions identifying particular Developer breaches and matching City remedies, to include payment of liquidated damages for unexcused delayed performance, actual damages, and a right of termination.

The dispute resolution process contemplates initial mediation and then litigation between the parties. The Developer has an obligation to indemnify the City and certain City-related persons and entities for losses and expenses incurred by indemnified parties. Other terms attend intellectual property ownership, restrictions on assignment, confidentiality, record-keeping, among others.

The City’s owner representative for this project is PSA Management. Attached are the costs for the company’s construction services for the project. See Attachment No. 1.

Outside attorneys representing the City in negotiating the comprehensive agreement from the law firms of Ballard Spahr LLP and Greenspoon Marder LLP, the City’s P3 and Public Private Partnership legal team, will appear virtually to assist with presenting and answering questions regarding the agreement.

City Goals:

The City-wide goal is to achieve a sustainable economy.

This Resolution will allow the City to further protect its citizens by upgrading its fire rescue services.

Fiscal/Budget Impact:

Not to exceed \$20,000,000

Recommendation:

Approval of Resolution Number 010-22, awarding ITN No. 1015-21-1 to Kaufman Lynn Construction, approving the Comprehensive Agreement between the City and Kaufman Lynn Construction, Inc.; authorizing execution of the Comprehensive Agreement; and authorizing payments not to exceed \$409,290 for the construction services of PSA Management.

Attachments:

[Cover Memo for Comprehensive Agreement for FS 88 020922.DOCX](#)

[Res No 010-22 Comprehensive Agreement for FS 88.DOCX](#)

[Riviera Beach - F.S. 88 - Comp Agreement.pdf](#)

[PSA- Costs for Fire Station 88 Services to Completion Attachment No 1.pdf](#)



"The Best Waterfront City in Which to Live, Work And Play."

CITY OF RIVIERA BEACH

TO: HON. MAYOR, CHAIRPERSON, AND CITY COUNCIL

FROM: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

SUBJECT: **RESOLUTION NO. 10-22 AWARDED ITN 1015-21-1 TO KAUFMAN LYNN CONSTRUCTION, INC.; AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE THE COMPREHENSIVE AGREEMENT BETWEEN KAUFMAN LYNN CONSTRUCTION, INC. AND THE CITY OF RIVIERA BEACH (CITY) TO PROVIDE PUBLIC-PRIVATE PARTNERSHIP SERVICES FOR FIRE RESCUE FACILITIES IN AN AMOUNT NOT TO EXCEED \$20,000,000; APPROVING THE COMPREHENSIVE AGREEMENT FOR FIRE STATION NO. 88; AND AUTHORIZING PAYMENTS TO PSA MANAGEMENT IN AMOUNT NOT TO EXCEED \$409,290 FOR OWNER'S REP SERVICES RELATED TO THE CONSTRUCTION OF THE FIRE STATION.**

DATE: FEBRUARY 9, 2022

CC: GENERAL PUBLIC

Background: On April 28, 2021, City Council Resolution No. 43-21 authorized the City to enter into an Interim Development agreement with Kaufman Lynn Construction as the selected proposer for ITN No. 1015-21-1 (Design-Build-Finance of Fire Rescue Facilities). Pursuant to 255.065(6), Florida Statutes, the Interim Agreement was for preconstruction, project planning and development and design activities, and to establish the process and timing, for the negotiation of a Comprehensive Agreement pertaining to Fire Rescue Station No. 88.

This Resolution awards ITN 1015-21-1 to Kaufmann Lynn Construction and authorizes the execution of a Comprehensive Agreement between the City and Kaufman Lynn Construction in substantially the form attached hereto, subject to any minor modifications arising from the final negotiation. The Comprehensive Agreement ("CA") is a public-private partnership (P3) agreement, in this instance providing for the development, design, and construction of Fire Rescue Station No. 88 by the selected proposer and contractor, Kaufman Lynn Construction, Inc. (as "Developer").

Generally, the CA requires the Developer to design and construct the “Project” in accordance with applicable laws, all required permits and other “Governmental Approvals” and in accordance with a professional standard of care. The Developer’s “Service Fee” of \$16,848,601 is payable monthly, in arrears, and the Developer must deliver the completed Project (“Final Completion”) no later than 14 months after the City’s issuance of a notice to proceed. The City owns, and at all times will own, the Project. The City grant the Developer a license to perform the Contract Services, and the Developer assumes the risk of loss with respect to the Contract Services and the Project.

More specifically, the Developer is obligated to place certain insurances, employ certain labor and employment practices (to include small, woman, local and minority owned business enterprises, local hiring and vendor objectives, among other things), to achieve “Substantial Completion” of the Project (generally complete the design and construction), successfully “Commission” the completed Project (generally, to ensure the facility functions), prior to Final Completion/full performance by the Developer of its obligations. The Developer warrants its work for 1 year following achievement of “Substantial Completion.”

The Developer is entitled for certain relief upon the occurrence of “Supervening Events,” which include generally occurrences or incidents giving rise to additional compensation to perform the Contract Services (“Compensation Events”) and/or giving rise to excuses from performance or permission to extend completion deadlines (“Relief Events”). The CA includes provisions identifying particular Developer breaches and matching City remedies, to include payment of liquidated damages for unexcused delayed performance, actual damages, and a right of termination. The dispute resolution process contemplates initial mediation and then litigation between the parties. The Developer has an obligation to indemnify the City and certain City-related persons and entities for losses and expenses incurred by indemnified parties. Other terms attend intellectual property ownership, restrictions on assignment, confidentiality, record-keeping, among others.

The City’s owner representative for this project is PSA Management. Attached are the costs for the company’s construction services for the project. *See Attachment No. 1.*

Outside attorneys representing the City in negotiating the comprehensive agreement from the law firms of Ballard Spahr LLP and Greenspoon Marder LLP, the City’s P3 and Public Private Partnership legal team, will appear virtually to assist with presenting and answering questions regarding the agreement.

City Goals:

The City-wide goal is to achieve a sustainable economy.

This Resolution will allow the City to further protect its citizens by upgrading its fire rescue services.

Fiscal/Budget Impact: An amount not to exceed \$20,000,000, for the construction of Fire Station 88, which is to be funded through public improvement revenue bonds authorized by Resolution No. 86-21 and amended by 134-21, to acquire, construct and equip Fire Station 88.

Recommendation(s):

Approval of Resolution No.10-22, awarding ITN No. 1015-21-1 to Kaufman Lynn Construction, approving the Comprehensive Agreement between the City and Kaufman Lynn Construction, Inc.; authorizing execution of the Comprehensive Agreement; and authorizing payments not to exceed \$409,290 for the construction services of PSA Management.

Attachments:

- Resolution No. 10-22.
- Comprehensive Agreement Between the City and Kaufman Lynn Construction
- Work order outlining services and costs of services of PSA Management- Attachment No. 1.

Resolution Number 010-22

A Resolution Of The City Council Of The City Of Riviera Beach, Palm Beach County, Florida, Awarding Itn 1015-21-1 To Kaufman Lynn Construction, Inc.; Approving The Comprehensive Agreement Between The City And Kaufman Lynn Construction, Inc.; Authorizing The Mayor And The City Clerk To Execute The Comprehensive Agreement Between Kaufman Lynn Construction, Inc., And The City Of Riviera Beach To Provide Public-Private Partnership Services For Fire Rescue Facilities In An Amount Not To Exceed \$20,000,000; Authorizing The Payment Of Owner Representative Services For The Construction In An Amount Not To Exceed \$409,290 To Psa Management; Providing For Incorporation Of Recitals; And Providing An Effective Date.

WHEREAS, Section 255.065, Florida Statutes provides the City of Riviera Beach (“City”) with an alternative procurement process and requirements for public-private partnerships to facilitate the construction of public purpose projects; and

WHEREAS, the City's aging fire rescue facilities require new construction or other significant improvements and upgrades, as they are City facilities with vital and foundational elements necessary for the proper functioning of the City; and

WHEREAS, the City Council, at its December 10, 2020 meeting, considered the Invitation to Negotiate (ITN) Solicitation No. 1015-21-1 (Design-Build-Finance Fire Rescue Facilities); and

WHEREAS, the fire rescue facilities will serve a public purpose in support of public safety facilities as a "qualifying project" as provided in Section 255.065, Florida Statutes; and

WHEREAS, ITN Number 1015-21-1 was advertised starting January 3, 2021, seeking proposals from interested firms to design-build-finance facilities for the City's Fire Rescue Department, and the City held a pre-proposal conference on January 26, 2021; and

WHEREAS, on March 18, 2021, the City received proposals from Kaufman Lynn Construction, Inc. and The P3 Group Inc., in response to the above ITN; and

WHEREAS, on March 31, 2021, an evaluation committee reviewed and evaluated the proposals above based on the criteria established in the ITN; and

WHEREAS, Kaufman Lynn Construction, Inc. was then recommended for further consideration by the City Council; and

WHEREAS, after further consideration, the City elected to finance the fire rescue facilities solicited under the ITN, removing the obligation of Kaufman Lynn Construction, Inc. to facilitate financing as part of its work under the planned Comprehensive Agreement; and

WHEREAS, the City Administration recommended the City Council enter into an Interim Agreement with Kaufman Lynn Construction, Inc. as authorized in Section 255.065(6), Florida Statutes, for the commencement of certain preconstruction activities as project planning and

development, design, and establishing the process and timing for the negotiation of the Comprehensive Agreement required by ITN No. 1015-21-1 and Section 255.065(7), Florida Statutes; and

WHEREAS, the City Council, by Resolution No. 43-21, on April 28, 2021, approved the Interim Agreement; and

WHEREAS, the City Administration recommends the City Council approve the finalization of, and entry into an agreement with Kaufman Lynn Construction, Inc. in the form of the Comprehensive Agreement, attached hereto as **Exhibit A**; and

WHEREAS, the City has previously issued RFQ No. 995-20-2, for the provision of Owner's Representative services, which was awarded to PSA Management, Inc., by virtue of Resolution No. 17-21, pursuant to which the City entered into a continuing contract with PSA Management, Inc., on February 25, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA that:

SECTION 1. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. The City Council hereby awards ITN No. 1015-21-1 to Kaufman Lynn Construction, Inc.

SECTION 3. Further to Section 255.065(3)(d), Florida Statutes, the City Council hereby finds (a) that the fire rescue facilities that are the subject of the foregoing ITN, and entry into the Comprehensive Agreement, is and are in the public's best interest, (b) that the fire rescue facilities are owned by the City, as the "responsible public entity", and will remain owned by the City upon completion, expiration, or termination of the Comprehensive Agreement and upon payment of any amount financed, (c) that the form of Comprehensive Agreement includes adequate safeguards to ensure that additional costs are not imposed on the public in the event of material default or cancellation of the Comprehensive Agreement by the City, as the responsible public entity under the foregoing statute, and (d) that the form of Comprehensive Agreement includes adequate safeguards to ensure that the City has the opportunity to add capacity to the fire rescue facilities.

SECTION 4. Further to Section 255.065(5)(a), Florida Statutes, the City Council hereby finds that Kaufman Lynn Construction, Inc. meets the minimum standards contained in the City's guidelines for qualifying professional services and contracts for traditional procurement projects.

SECTION 5. Further to Section 255.065(5)(e), Florida Statutes, the City Council hereby finds that (a) the fire rescue facilities is a qualifying project under such statute due to a public need for or benefit derived from the delivery of such fire rescue facilities, (b) the estimated cost of the fire rescue facilities, as evidenced by the guaranteed maximum price bid by Kaufman Lynn Construction, Inc., is reasonable in relation to similar facilities, and (c) the bid approach and plan of Kaufman Lynn Construction, Inc. will result in the timely acquisition, design, construction, and equipping of the fire rescue facilities.

SECTION 6. The Comprehensive Agreement for the Design and Construction of the Riviera Beach Fire Rescue Fire Station No. 88, as provided by Sec. 255.065, Florida Statutes, with

Kaufman Lynn Construction, Inc. for the construction of Fire Station No. 88 is hereby approved by the City Council, attached hereto as **Exhibit A**.

SECTION 7. The Mayor and City Clerk are authorized to execute the Comprehensive Agreement for the Design and Construction of the Riviera Beach Fire Rescue Fire Station No. 88 on behalf of the City.

SECTION 8. The City Manager, or his or her designee, is entitled to execute and deliver contract modifications, change orders, or other contract price adjustments in accordance with Section 16.5-161 of the City's Procurement Code.

SECTION 9. To cover the costs associated with Comprehensive Agreement and the owner representative construction services, the Finance Director is directed to allocate funds in the amount of \$20,000,000 from public improvement revenue bonds consistent with the provisions of Resolution 86-21, as amended by Resolution No. 134-21, to include the sum of \$409,290 to be paid to PSA Management, Inc., for Owner's Representative services connected to the Fire Station No. 88 project.

SECTION 10. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED THIS ____ DAY OF FEBRUARY, 2022

Signatures are on the following page.

Approved:

Ronnie L. Felder
Mayor

Shirley D. Lanier
Chairperson

Attest:

Claudene L. Anthony
Certified Municipal Clerk
City Clerk

KaShamba Miller-Anderson
Chair Pro Tem

Tradrick McCoy
Councilperson

Julia A. Botel, Ed.D
Councilperson

Douglas A. Lawson
Councilperson

Motioned By: _____

Seconded By: _____

T. McCoy _____

K. Miller-Anderson _____

S. Lanier _____

J. Botel _____

D. Lawson _____

Reviewed As To Legal Sufficiency

Dawn S. Wynn, City Attorney

Date: _____

Attachment (1): Exhibit A - Comprehensive Agreement

COMPREHENSIVE AGREEMENT

FOR THE DESIGN AND CONSTRUCTION OF
THE CITY OF RIVIERA BEACH FIRE RESCUE

FIRE STATION NO. 88

entered into as of _____, 2022,

between

the City of Riviera Beach, Florida

and

Kaufman Lynn Construction, Inc.

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Appendices

The Appendices to this Comprehensive Agreement consist of the following:

Appendix 1 (Project Site Information)

- Topographic Survey dated 11/20/2020 by Engenuity Group
- Draft Site Plan and 1st and 2nd floor Dimension Plans by REG Architects
- Draft Phase I Environmental Site Assessment Report dated August 10, 2020 by Brown and Caldwell
- Phase II Environmental Site Assessment Screening Report dated September 21, 2020 by LandScience Environmental Consultants and Engineers.

Appendix 2 (Reserved)

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Appendix 4 (Technical Requirements)

Appendix 5 (Developer and Material Project Subcontractor Information)

Appendix 6 (Insurance)

Appendix 7 (Equipment and Furniture Schedule)

Appendix 8 (Environmental Management Plan and Environmental Management Plan Requirements)

Appendix 9 (Reserved)

Appendix 10 (Service Fee)

Appendix 11 (Initial City and Developer Representatives)

Appendix 12 (Design Documents)

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Appendix 15 (Forms of Release)

COMPREHENSIVE AGREEMENT

FOR THE DESIGN AND CONSTRUCTION OF
THE RIVIERA BEACH FIRE RESCUE FIRE STATION NO. 88

THIS COMPREHENSIVE AGREEMENT FOR THE DESIGN AND CONSTRUCTION OF THE CITY OF RIVIERA BEACH FIRE RESCUE FIRE STATION NO. 88 (“**Comprehensive Agreement**”, as further defined below) is entered into as of [___], [____], 2022, between the City of Riviera Beach, Florida, a public body corporate and politic under the laws of the State of Florida (the “**City**”, as further defined below), and Kaufman Lynn Construction, Inc., corporation organized under the laws of the State of Florida. (the “**Developer**”).

RECITALS

WHEREAS, on December 10, 2020, the City Council of Riviera Beach, Palm Beach County, Florida (the “**Council**”) was provided information on the City’s fire rescue services and the planned Invitation to Negotiate, ITN 1015-21-1 and passed City Resolution No. 43-21, directing the City Mayor or Mayor’s designee to develop and publish a solicitation for the selection of, and contracting with, a private entity for the delivery of a new Fire Station No. 88; and

WHEREAS, on January 3, 2021, the City issued Invitation to Negotiate (“**ITN**”) 1015-21-1 with respect to the Fire Rescue Facilities; and

WHEREAS, on April 28, 2021, the Council awarded the development project solicited under ITN 1015-21-1 to Developer and authorized an Interim Development Agreement to be negotiated for the commencement of preconstruction work for Fire Station No. 88 to be located at Blue Heron Blvd and Congress Ave, Riviera Beach; and

WHEREAS, The City and Developer executed an Interim Development Agreement on June 28th, 2021 pursuant to section 255.065(6), Florida Statutes; and

WHEREAS, pursuant to section 255.065(3)(5)(e), Florida Statutes, the City considered the finance plan proposed by the Developer consistent with section 255.065(9), Florida Statutes, and determined to self-finance the Project upon the advice of a financial advisor; and

WHEREAS, the City and Developer have negotiated the terms of this Comprehensive Agreement to their mutual satisfaction, and now desire to enter into this Comprehensive Agreement so that the Developer may provide, and the City may receive, the services set forth herein; and

WHEREAS, the City has determined, pursuant to Resolution 10-22 that the Project is in the public’s best interest and meets the requirements of section 255.065(3)(5)(d), Florida Statutes; and

WHEREAS, upon the execution of this Comprehensive Agreement the aforementioned Interim Development Agreement is terminated pursuant to Section 5 of its own terms;

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto, intending to be legally bound, covenant and agree as follows:

SECTION 1

DEFINITIONS AND INTERPRETATION

Section 1.1. DEFINITIONS.

As used in this Comprehensive Agreement, the following capitalized terms have the meanings set forth below. Certain words and expressions are defined within the Appendices hereto, and such definitions shall apply, unless the context otherwise requires, in all other parts of this Comprehensive Agreement whether or not this Section contains a cross-reference to such definitions.

“**Adverse Weather Day**” means weather that results in Developer being unable to perform any work on the critical path of the Project for more than four hours in a day, as a result of:

- (1) Precipitation;
- (2) Project Site temperatures falling below or exceeding manufacturer’s required minimum allowable temperatures for certain building materials (i.e. concrete, mortar, grout, sealants, or similar products dependent upon a specific range of ambient temperature for proper application) when such materials are a part of critical path activities;
- (3) Wind speeds exceeding those permissible for the use of equipment which are affected by wind speeds (cranes, hoists, lifts, etc.) when such equipment is needed for critical path activities; or
- (4) Days lost due to reasonable preparation for, impact from, and recovery from a hurricane or named tropical storm.

City acknowledges that, as of the Effective Date, Developer has included in the durations of the Project Schedule ten days for Adverse Weather Days beyond the use of Saturdays each week. Therefore, if one Adverse Weather Day occurs per week (Monday to Saturday), then Developer shall not be able to claim additional time or costs. If more than one Adverse Weather Day occurs in any given week while Developer is constructing the Project on the Project Site itself, then, subject to Section 12, and after use of the ten days included in the Project Schedule as of the Effective Date, any day beyond the first Adverse Weather Day in any given week shall entitle Developer to seek relief in accordance with Section 13.1 (Relief Event).

“**Affected Party**” has the meaning set forth in the definition of “**Force Majeure Event**”.

“**Affiliate**” in respect of a person means any other person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person, where “control” means, with respect to the relationship between or among two or more persons, the possession, directly or indirectly or as trustee, personal representative or

executor, of the power to direct or cause the direction of the affairs or management of a person, whether through the ownership of voting securities, as trustee, personal representative or executor, by statute, contract, credit arrangement or otherwise, including the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such person.

“**Allowances**” has the meaning set forth in Section 15.3(B) (Allowances). Generally, “Allowances” means the Permitting Allowance or the Design Allowance, or both.

“**Appendix**” means any of the Appendices and, as applicable, any exhibits, schedules, and attachments thereto, that are appended to this Comprehensive Agreement and identified as such in the Table of Contents, and as context may require.

“**Architect**” means Currie Sowards Aguila Architects, which entity, generally, performed the design services portions of the Contract Services.

“**Avoidable Costs**” when used in relation to an event or circumstance, means all costs and expenditures which:

(1) are saved or avoided as a result of, or in responding to, the event or circumstance or its effects; or

(2) had the Developer acted reasonably and in accordance with this Comprehensive Agreement (including Section 23.6(A) (Mitigation by the Developer)) could have been saved or avoided as a result of, or in responding to, the event or circumstance or its effects but were not because Developer failed to act reasonably and in accordance with this Comprehensive Agreement.

“**Bankruptcy Law**” means the United States Bankruptcy Code, 11 U.S.C. 101 et seq., as amended from time to time and any successor statute thereto. “Bankruptcy Law” also includes any similar state law relating to bankruptcy, insolvency, the rights and remedies of creditors, the appointment of receivers or the liquidation of companies and estates that are unable to pay their debts when due.

“**Bankruptcy-Related Event**” means in respect of a relevant party (as specified) any of the following events under Bankruptcy Law:

(1) a receiver, receiver manager or other encumbrance holder taking possession of or being appointed over, or any distress, execution or other process being levied or enforced upon, the whole or any material part of the assets of such relevant party, except to the extent such action creates a Permitted Encumbrance;

(2) any proceedings with respect to the relevant party being commenced under the Bankruptcy Law and if such proceedings are commenced against the relevant party and are disputed by the relevant party, such proceedings are not discontinued, withdrawn, dismissed or otherwise remedied within 30 days of such proceedings being instituted;

(3) the relevant party making an assignment for the benefit of its creditors,

being declared bankrupt or committing an act of bankruptcy, becoming insolvent, making a proposal or otherwise taking advantage of provisions for relief under the Bankruptcy Law or similar legislation in any jurisdiction, or any other type of insolvency proceedings being commenced by or against the relevant party under the Bankruptcy Law or otherwise and, if proceedings are commenced against the relevant party and are disputed by the relevant party, such proceedings are not stayed, dismissed or otherwise remedied within 30 days of such proceedings being instituted; or

- (4) the relevant party ceasing to carry on business.

“Business Day” means a day other than a Saturday, Sunday, or an official City holiday.

“Capital Modification” means any change to the scope of work for the design and construction of the Project in connection with the Reinstatement Works, and in particular, the value of the design services and construction materials, as context may require.

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., and applicable regulations promulgated thereunder, each as amended from time to time.

“Change in Law Event” means the enactment of, and the coming into effect of, after the Proposal Due Date: any applicable Law; or any modification (including repeal) of any applicable Law existing on the Proposal Due Date, including but not limited to revised professional and technical standards as set forth in Section 6.1(G) (Technical Standards and Codes), which is different from applicable Laws in effect on the Proposal Due Date and compliance with which, in accordance with the Contract Standards: materially expands the scope of or materially interferes with, delays or increases the cost of the Contract Services.

It is specifically understood, however, that none of the following shall constitute a “Change in Law Event”:

- (1) any law, statute, code or regulation that has been enacted or adopted on or before the Proposal Due Date to take effect after the Proposal Due Date;
- (2) the denial, delay in issuance of, or imposition of any term or condition in connection with, any Governmental Approval required for the Contract Services;
- (3) a change in the nature or severity of the actions typically taken by a Governmental Body to enforce compliance with Applicable Law which was in effect as of the Proposal Due Date;
- (4) any increase in any fines or penalties provided for under applicable Law in effect as of the Proposal Due Date; or
- (5) any act, event or circumstance that would otherwise constitute a Change in Law Event but that does not change the requirements imposed on the Developer by the Contract Standards in effect as of the Proposal Due Date.

“Change in Ownership” means:

(1) any sale, transfer or disposal of any legal, beneficial or equitable interest in any or all of the shares, units or membership interests in the Developer, or in any Affiliate which controls or is controlled by the Developer. except that any sale, transfer or disposal of a legal, beneficial or equitable interest in Developer’s shares, units or membership interests made in connection with routine hiring and firing by virtue of Developer’s ESOP program shall not be considered a Change in Ownership for purposes of this Comprehensive Agreement; provided, however, that the foregoing exception excludes circumstances whereby a Restricted Person gains a controlling interest or the equivalent of minority shareholder rights in Developer, as construed under applicable Law, which for avoidance of doubt shall be a Restricted Change in Ownership;

(2) with respect to any of the shares, units or membership interests referred to in clause (1) of this definition, any change in the direct or indirect control over:

(a) the voting rights conferred on those shares, units or membership interests;

(b) the right to appoint or remove directors; or

(c) the right to receive dividends or distributions; and

(3) any other arrangements that have or may have or which result in the same effect as clause (1) or clause (2) of this definition except as otherwise permitted under this definition.

“Change Order” means a written order signed by the City and the Developer prior to Final Completion Date under this Comprehensive Agreement, making a Technical Requirement Change. A Change Order shall be deemed to constitute a Comprehensive Agreement Amendment.

“City” means the City of Riviera Beach, a municipal corporation and political subdivision of the State, acting through motion, formal resolution or ordinance of its Council, unless the Council has delegated such authority to a designee or unless such delegation is specifically set forth in this Comprehensive Agreement.

“City Change” has the meaning set forth in Section 7.4 (Technical Requirements Changes Made at City Direction).

“City Engineer” means the City’s Engineer, a City Representative.

“City Environmental Assessments” means the Draft Phase I Environmental Site Assessment Report dated August 10, 2020 and the Phase II Environmental Site Assessment Screening Report dated September 21, 2020 provided by the City, in both cases, as set forth in Appendix 1 (Project Site Information) of this Comprehensive Agreement.

“City Event of Default” has the meaning set forth in Section 19.1 (City Events of Default).

“City Fault” means:

(1) a breach by the City of any of its obligations (other than payment obligations) under this Comprehensive Agreement;

(2) a breach of any representation or warranty by the City under this Comprehensive Agreement;

(3) willful misconduct of the City or any City Indemnitee; or

(4) an act or omission of the City, the City Representative, or the Owner's Representative that materially impacts the Developer's ability to perform the Contract Services and either (a) creates additional material expense to Developer to perform the Contract Services or (b) delays the critical path of the Contract Services, in each case (i) not in the exercise of any statutory or other rights or obligations in its capacity as, or as an agent of, a public body corporate and politic and but as a contract counterparty hereunder, and (ii) not otherwise in the exercise of any right, power, or authority granted under, or in performing its obligations in accordance with, this Comprehensive Agreement.

"City Furnished Equipment" means any loose furnishings or equipment that is used in connection with the Project and procured, furnished, paid for, and where indicated by the Design Documents, installed, directly by the City.

"City Indemnitee" means: the City, its officers and employees, City Council members (acting in their professional capacity), and the City's mayor (acting in his or her professional capacity).

"City Liquidated Damages" means the amount to which the City is entitled in exercising its Liquidated Damage Right.

"City-Purchased Material or CPM" has the meaning set forth in Section 6.12 (City-Purchased Material Program).

"City Representative" has the meaning set forth in Section 23.3 (Designation of Representatives).

"Commissioning" means the commissioning of the Project conducted pursuant to Section 9.2 (Commissioning) and Appendix 4 (Technical Requirements).

"Commissioning Authority" has the meaning set forth in Appendix 4 (Technical Requirements).

"Commissioning Fine Tuning Period" means the period commencing after the Substantial Completion Date, at a time when the Fire House No. 88 can be operated under fully loaded occupancy cycles for one year, if required pursuant to Section 7.4 (Technical Requirements Changes Made at City Direction) after the Substantial Completion Date whereby the Developer verifies through various testing that all key systems in Fire Station No. 88, including heating, air conditioning, and ventilation, are functioning in accordance with the Design and Construction Standards.

“**Commissioning Plan**” means the commissioning plan for the Project prepared by Developer pursuant to Appendix 4 (Technical Requirements).

“**Commissioning Tests**” means the testing set forth in Appendix 4 (Technical Requirements) and the Commissioning Plan.

“**Compensation Event**” means the occurrence of any of the following events or circumstances, the response to which or compliance with which materially expands the scope of or materially interferes with, delays, or increases the cost of performing the Contract Services:

(1) the existence of a Differing Site Condition, to the extent provided in Section 6.3 (Differing Site Conditions);

(2) the existence of a Regulated Site Condition, to the extent provided in Section 6.4 (Regulated Site Conditions);

(3) any placement or enforcement of any Encumbrance on the Project Site or the Project not consented to in writing by, or not arising out of any action or agreement entered into by, the party adversely affected thereby;

(4) the preemption, confiscation, diversion, destruction or other interference in possession or performance of materials or services by a Governmental Body in connection with a public emergency or any condemnation or other taking by eminent domain of any portion of the Project;

(5) the issuance of an injunction (whether temporary, preliminary, interlocutory or permanent) or any other final order by a court of competent jurisdiction, with the result that the City or the Developer becomes unable to perform its obligations under this Comprehensive Agreement, provided however, this shall not apply to an injunction or other final order against the Developer arising from the Developer’s breach of this Comprehensive Agreement or from a violation of applicable Law;

(6) a City Fault;

(7) a Change in Law Event;

(8) prior to the Substantial Completion Date, (i) the failure (including delays in excess of 10 days beyond the committed response date) or the material, prolonged and adverse act of prevention, hindrance, or of any Governmental Body to provide and maintain direct roadway access to the Project Site upon all roadways immediately abutting the that are required to perform the Contract Services, and (ii) any adverse act of prevention, hindrance, obstruction, or other non-cooperation by the City of the Developer’s obligations under this Comprehensive Agreement;

(9) City observations or tests revealing that the Contract Services complies with the Comprehensive Agreement pursuant to Section 6.9(E)(1)(b) (Notice of Covering Contract Services) where Developer, at the request of the City, took apart or uncovered for inspection or testing any previously-covered or completed Contract Services;

(10) the release of any Hazardous Substances other than Developer Hazardous Substances into the Project Site at any time after the date of the Notice to Proceed that must be removed or remediated as a matter of applicable Law or in accordance with the requirements of this Comprehensive Agreement;

(11) City Changes; or

(12) any other event set forth in this Comprehensive Agreement that is specified as a Compensation Event;

except, in each case (excepting only City Changes), to the extent attributable to, arising from, or is caused by, directly or indirectly, by any Developer Fault, any breach of this Comprehensive Agreement, applicable Law, or any Governmental Approval by, or any negligent act or negligent omission of, the Developer or any Project Subcontractor.

“Comprehensive Agreement” or **“CA”** means this Comprehensive Agreement, and includes Appendices, any Change Orders agreed by the parties, any “Contract Administration Memoranda” agreed by the parties, and any Comprehensive Agreement Amendment.

“Comprehensive Agreement Amendment” has the meaning set forth in Section 23.8 (Comprehensive Agreement Amendments).

“Confidential Information” All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City to the Developer or any Developer Person.

“Contract Administration Memorandum” has the meaning set forth in Section 23.7 (Comprehensive Agreement Administration).

“Contract Services” means everything required to be furnished and done for and relating to the design construction, commissioning, and delivery of the Project by the Developer pursuant to this Comprehensive Agreement and all obligations and other work and services described hereunder and otherwise necessary and contemplated by this Comprehensive Agreement for the design, construction, delivery of the Project.

“Contract Standards” means the standards, terms, conditions, methods, techniques and practices imposed or required by:

- (1) applicable Law;
- (2) Appendix 4 (Technical Requirements);
- (3) the Design and Construction Standards;
- (4) Good Design-Build Practice;
- (5) the Project Management Plans;

- (6) applicable written equipment manufacturers' specifications;
- (7) applicable Insurance Requirements; and
- (8) Any other standard, term, condition or requirement specifically provided in this Comprehensive Agreement to be observed by the Developer.

“**Cost Substantiation**” has the meaning set forth in Section 15.9 (Cost Substantiation of Additional Contract Services).

“**Cost Substantiation Certificate**” has the meaning set forth in Section 15.9(C) (Cost Substantiation of Additional Contract Services).

“**Council**” means the City Council of Riviera Beach, Palm Beach County, Florida.

“**Deliverable Material**” has the meaning set forth in Section 6.1(H) (Deliverable Material).

“**Design Allowance**” has the meaning set forth in Section 15.3(B) (Allowances).

“**Design and Construction Standards**” means the standards for the design, construction and performance of the Project as set forth in Appendix 4 (Technical Requirements) and any and all other standards of performance or requirements governing the Contract Services in the Comprehensive Agreement.

“**Design and Construction Standards Change**” means a change in the Design and Construction Standards made by a Change Order:

- (1) as a result of a Developer request agreed to by the City pursuant to Section 7.2 (Technical Requirements Changes Made at Developer's Request);
- (2) on account of Compensation Events pursuant to Section 7.3 (Technical Requirements Changes Made Due to Compensation Events); or
- (3) as a City Change.

“**Design Documents**” means the Developer's plans, drawings, shop drawings, record drawings, specifications, sketches, graphic representations, calculations, electronic files and other design documents prepared in connection with the Contract Services.

“**Developer**” Developer means Kaufman Lynn Construction, Inc., a Florida corporation, which is registered to do business in and is in good standing in the State, and its successors and permitted assigns and is the party responsible for the procurement and delivery of the Project.

“**Developer Bankruptcy-Related Event**” means a Bankruptcy-Related Event in respect of the Developer.

“**Developer Default Notice**” has the meaning set forth in Section 18.4(A) (Notice and Remedy or Remedial Program).

“**Developer Event of Default**” has the meaning set forth in Section 18.1(A) (Developer Events of Default Defined).

“**Developer Fault**” means:

- (1) a breach by the Developer of any of its obligations under this Comprehensive Agreement;
- (2) a breach of any representation or warranty made by the Developer under this Comprehensive Agreement;
- (3) willful misconduct of the Developer or any Developer Person; or
- (4) a negligent act or material omission of the Developer or a Developer Person.

“**Developer Hazardous Substances**” means the presence of Hazardous Substances in, on or under the Project Site (including presence in air, surface water, groundwater, soils, or subsurface strata) which is introduced to the Project Site by, caused by or attributable to any acts or omissions of the Developer or any Developer Person.

“**Developer Person**” means:

- (1) any or all of Developer’s members, managers, officers, directors, share/stockholders, partners, employees, successors, and assigns;
- (2) any Project Subcontractor;
- (3) any agent, representative, consultant or advisor (including any legal and financial advisor) of the Developer, in any such person’s capacity as a provider of services directly or indirectly to the Developer in connection with the Project; or
- (4) any other person or entity for whom/which the Developer is legally or contractually responsible, in each case, in connection with the Project.

“**Developer’s Project Manager**” has the meaning set forth in Section 4.2(B) (Developer’s Project Manager).

“**Developer Representative**” has the meaning set forth in Section 23.3 (Designation of Representative).

“**Differing Site Conditions**” means (a) actual subsurface or latent physical conditions at the Project Site that differ materially from the Disclosed Data provided in Appendix 1 (Project Site Information), (b) physical conditions at the Project Site which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character required herein, or (c) existing, subsurface Utilities which would not have otherwise been inferable by the Developer based on a reasonable investigation prior to the Proposal Due Date; provided, however, that the term “Differing Site Conditions” excludes conditions: (1) of which the Developer had actual knowledge as of the Proposal Due Date; or (2) that should have been discovered through a

reasonable Project Site investigation performed by Developer or its agents prior to the Proposal Due Date.

“Disclosed Data” means the information and data contained in the documents included in Appendix 1 (Project Site Information), excluding the information and data contained in the topographic survey dated November 20, 2020.

“Dispute” means any disagreement, failure to agree or other dispute between the City and the Developer arising out of or in connection with this Comprehensive Agreement, including in respect of the interpretation, breach, performance, validity or termination of this Comprehensive Agreement, whether in the law of contract or any other area of law.

“Dispute Resolution Procedure” means the Dispute resolution procedures set forth in Section 16 (Dispute Resolution).

“Draft Reinstatement Plan” has the meaning set forth in Section 13.3(A) (Draft Reinstatement Plan).

“Effective Date” has the meaning set forth in Section 3.1 (Effective Date and Term) of this Comprehensive Agreement and is the date reflected on the cover page of this Comprehensive Agreement.

“Electrical Program” has the meaning set forth in Section 10.8(F) (Small Business Enterprise (“SBE”) and Local Hiring Goals and Commitments; Educational Programs).

“Encumbrance” means any Lien, lease, mortgage, security interest, judgment, judicial award, attachment or encumbrance of any kind with respect to the Project or Project Site.

“Environmental Management Plan” has the meaning set forth in Appendix 8 (Environmental Management Plan).

“Equity Member” means each person that directly holds an equity interest in the Developer.

“Extraordinary Item” has the meaning set forth in Section 15.3 (Extraordinary Items).

“Fair Market Value” means the amount at which an asset or a liability would be exchanged in an arm’s length transaction between informed and willing parties, other than in a forced or liquidation sale.

“Fees and Costs” means reasonable fees and expenses of employees, attorneys, architects, engineers, expert witnesses, contractors, consultants and other persons, and costs of transcripts, printing of briefs and records on appeal, copying and other reimbursed expenses, and expenses reasonably incurred in connection with investigating, preparing for, defending or otherwise appropriately responding to any Legal Proceeding.

“Final Completion” means completion of the Contract Services in compliance with applicable portions of Appendix 4 (Technical Requirements), the Design and Construction

Standards, so as to satisfy the requirements of Section 9.8 (Final Completion) and the issuance of a final certificate of occupancy.

“**Final Invoice**” means the invoice identified in Section 15.2(F) (Final Invoice).

“**Final Releases of Payment Bond**” means the release of any right to make any claim against payment placed by or on behalf of Developer under this Comprehensive Agreement, from Project Subcontractors (up to, but not including, third tier Project Subcontractors) and Developer, in the respective forms of Appendix 15, as contemplated under Section 15.2(F) (Final Invoice).

“**Fire Rescue Facilities**” has the meaning set forth in the ITN.

“**Final Warning Notice**” has the meaning set forth in Section 18.2(D) (Persistent Breach).

“**Firefighter Program**” has the meaning set forth in Section 10.8(G) (Small Business Enterprise (“SBE”) and Local Hiring Goals and Commitments; Educational Programs).

“**Force Majeure Event**” means the occurrence of any of the following events after the date of this Comprehensive Agreement that directly causes either party (the “**Affected Party**”) to be unable to comply with all or a material part of its obligations under this Comprehensive Agreement:

(1) any act of terrorism deemed a terrorism act by the City or the State or any certified acts of terrorism as defined by the Terrorism Risk Insurance Act (“TRIA”) occurring during any period in which TRIA or a substantially identical federal law is in effect or, where no such equivalent law is in effect, any act of terrorism that otherwise could have been a certified act of terrorism under the TRIA;

(2) war, civil war, invasion, violent act of foreign enemy or armed conflict, insurrection or disturbance (including armed violence and hostage taking), or sabotage;

(3) chemical or biological contamination unless the source or cause of the contamination is brought to or near the Project Site by the Developer, or a Project Subcontractor in breach of the Contract Standards, or is a result of a breach by the Developer of the terms of this Comprehensive Agreement; and

(4) any of the following:

(a) riot or civil commotion;

(b) blockade or embargo;

(c) epidemics, Pandemic Events, quarantine or severe health alerts issued by a Governmental Body relating thereto; or

(d) official or unofficial strike, lockout, go-slow, or other labor dispute, which is regional or national in nature and generally affecting the construction industry or a significant sector of it, generally.

“Force Majeure Termination Notice” has the meaning set forth in Section 13.2(D) (Failure to Agree; Right to Terminate).

“GAAP” means generally accepted accounting principles in effect and consistently applied in the United States (including the accounting recommendations published in the Handbook of the American Institute of Certified Public Accountants).

“Good Design-Build Practice” means those methods, techniques, standards and practices and the exercise of the degree of skill, diligence, prudence, and foresight that, in each case, at the time they are to be employed by a skilled and experienced designer, engineer, constructor, or other contractor performing high quality work such as the Contract Services and that seeks in good faith to comply with its contractual obligations and the professional standards in its respective discipline that are accepted as standards of the industry in the State, in each case, using such skill, diligence, prudence, and foresight and such professional standards, and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good practice in the delivery of facilities similar to the Project on a design-build basis, as such practices evolve over the Term.

“Governmental Approvals” means any registration, permit, license, consent, concession, grant, certification, exemption, franchise, authorization (statutory or otherwise), waiver, variance, permission, ruling, entitlement, or other approval, mitigation agreement, special provision, or memoranda of agreement/understanding, and any amendment or modification of any of them provided or issued by any Governmental Body having jurisdiction (including State, local, or federal regulatory agencies, agents, or employees) that authorize or pertain to the Project or the Contract Services.

“Governmental Body” means any federal, State, regional or local legislative, executive, judicial or other governmental board, department, agency, authority, commission, administration, court or other body, including the City, acting in its governmental, regulatory or quasi-judicial capacity (and not in its proprietary capacity as a party to this Comprehensive Agreement), or any official thereof, having jurisdiction in any way over or in respect of any aspect of the performance of this Comprehensive Agreement.

“Hazardous Substances” means any hazardous waste, hazardous product, contaminant, toxic substance, deleterious substance, dangerous goods, pollutant, waste, reportable substance, flammable materials, explosives, radioactive materials, infectious waste, environmental contaminants and any other substance, in respect of which the storage, manufacture, handling, disposal, treatment, generation, use, transport, remediation or release into or presence in the environment is prohibited, controlled or regulated under applicable Law pertaining to the environment, including but not limited to: (a) “hazardous substances” as defined under CERCLA and “hazardous waste” as defined under the Resource Conservation and Recovery Act, 42 U.S.C.A. 6901 et seq., applicable regulations promulgated thereunder; (b) the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.); (c) the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §§ 6901 et seq.); (d) the Water Pollution Control Act (33 U.S.C. § 1317); (e) the Florida Resource Recovery and Management Act, Fla. Stat. § 403.702-403.7893; (f) the Pollutant Spill Prevention and Control Act, Fla. Stat. §§ 376.011-376.21; (g) any material defined as “petroleum” or “petroleum products” under Fla. Stat. §

376.301, (h) contaminant, or hazardous substance as defined in Fla. Stat. § 376.301 or Fla. Stat. § 403.031, and wastes as defined in Fla. Stat § 403.031, each as amended from time to time.

“**Income Tax**” means any Tax imposed on the income of a person by any federal, State or local Governmental Body.

“**Initial Warning Notice**” has the meaning set forth in Section 18.2(A) (Persistent Breach).

“**Insurance Proceeds**” means the amount of any insurance proceeds received by a person in respect of a claim made under any policy of insurance required to be maintained by the Developer under this Comprehensive Agreement.

“**Insurance Receivables**” means Insurance Proceeds which a person is entitled to receive but which have not been received.

“**Insurance Requirement**” means any rule, regulation, code, or requirement issued by any insurer that has issued a policy of Required Insurance under this Comprehensive Agreement, as in effect during the Term, compliance with which is a condition to the effectiveness of such policy.

“**Intellectual Property**” means any or all of the following and all rights, arising out of or associated therewith:

(1) national, international and foreign patents, and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof;

(2) inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology, technical data and customer lists, product formulations and specifications, and all documentation relating to any of the foregoing throughout the world;

(3) copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto throughout the world;

(4) industrial designs and any registrations and applications therefor throughout the world;

(5) rights in any internet uniform resource locators (URLs), domain names, trade names, logos, slogans, designs, common law trademarks and service marks, trademark and service mark registrations and applications therefor throughout the world;

(6) databases and data collections and all rights therein;

(7) moral and economic rights of authors and inventors, however denominated, throughout the world; and

(8) any similar or equivalent rights to any of the foregoing anywhere in the world.

“**Interim Development Agreement**” means the Interim Development Agreement executed on June 28, 2021 between the City and Kaufman Lynn.

“**ITN**” means the City’s Invitation to Negotiate for the City of Riviera Beach Fire Rescue Facilities Solicitation No. 1015-21-1, issued on January 3, 2021, as amended.

“**Key Personnel**” has the meaning set forth in Appendix 5 (Developer and Material Project Subcontractor Information).

“**Law**” means (a) any statute, law, code, regulation, ordinance, rule or common law, (b) any binding judgment (other than regarding any Dispute), (c) any binding judicial or administrative order or decree (other than regarding any Dispute), or (d) any written directive or other governmental restriction (including those resulting from the initiative or referendum process, but excluding those by the City in the normal course of its adoption of new or revised technical standards) in each case which is applicable to the Project or any party to this Comprehensive Agreement, whether taking effect before or after the Effective Date, including environmental laws. “**Law**” includes any federal or State emergency declaration, travel restriction, or other order, decree, directive, or requirement, in each case, having the force of law regarding public conduct in response to COVID-19 or any other epidemic or pandemic. “**Laws**”, however, excludes Governmental Approvals.

“**Legal Proceeding**” means every action, suit, litigation, arbitration, administrative proceeding, and other legal or equitable proceeding having a bearing upon this Comprehensive Agreement, and all appeals therefrom.

“**Lien**” means any and every lien against the Project or against any monies due or to become due from the City to the Developer under this Comprehensive Agreement, for or on account of the Contract Services, including mechanics’, materialmen’s, laborers’ and lenders’ liens.

“**Liquidated Damage Right**” has the meaning set forth in Section 17.2(B) (Reasonable).

“**Longstop Date**” has the meaning set forth in Section 9.4(B) (Longstop Date Defined).

“**Loss-and-Expense**” means, and is limited to, (in each case subject to Section 725.06(2)-(3), Fla. Stat., and Section 17.6 (No Special, Consequential or Punitive Damages)) any and all actual loss, liability, forfeiture, obligation, damage, fine, penalty, judgment, deposit, charge, assessment, Tax, cost or expense for which a party is obligated to indemnify hereunder, including all Fees and Costs, except as explicitly excluded or limited under any provision of this Comprehensive Agreement.

“**Material Project Subcontractor**” means the following Project Subcontractors: (a) electrical Project Subcontractors, including Brown Electrical Solutions; (b) plumbing Project Subcontractors; (c) MCO Construction; (d) architectural and engineering Project Subconsultants, including the Architect; (e) structural Project Subcontractors; and (f) mechanical Project Subcontractors.

“**Material Project Subcontracts**” means the executed agreement between the Developer
Comprehensive Agreement

and a Material Project Subcontractor.

“**Mediation**” means the voluntary system of dispute resolution established by Section 16.1 (Mediation Generally) for addressing disputes arising under this Comprehensive Agreement.

“**Mediator**” means any person serving as a mediator of disputes hereunder pursuant to Section 16.1 (Mediation Generally).

“**Notice to Proceed**” or “**NTP**” means a notice issued by City to Developer authorizing Developer to proceed with construction at the Project Site.

“**OAC Meeting**” means a biweekly meeting of representatives of the City, the Architect, and representatives of the Developer, or similar meetings at such greater or lesser frequency as may be required by the City.

“**Owner’s Representative**” means PSA Management, Inc., the entity retained by the City and identified by the City to the Developer as the “Owner’s Representative” for construction oversight and post construction management (close out), or such other entity as authorized by the City.

“**Pandemic Event**” means the occurrence of an epidemic or pandemic in the State or directly affecting the State (including the continuation of the COVID-19 pandemic after the Notice to Proceed), where:

(1) Such occurrence is the subject of a Change in Law Event, including any federal or State emergency declaration, travel restriction, or other order, decree, directive, or requirement regarding public conduct in response to such epidemic or pandemic; and

(2) Such Change in Law Event prohibits the performance of a substantial part of the Contract Services on the Project Site or travel to or from the Project Site with respect to those Developer Persons necessary to advance the Contract Services, as applicable.

“**Partial Releases of Payment Bond**” means the release of any right to make any claim against payment placed by or on behalf of Developer under this Comprehensive Agreement, from Project Subcontractors (up to, but not including, third tier Project Subcontractors) and Developer, in the respective forms of Appendix 15, as contemplated under Section 15.2(C) (Warranty).

“**Permitted Encumbrances**” means, as of any particular time, any one or more of the following:

(1) applicable zoning and building bylaws and ordinances, municipal bylaws and regulations, which do not materially interfere with the construction of the Project and operation of the Project by the Developer;

(2) Encumbrances which are created before the date of the Notice to Proceed;

(3) Encumbrances which are created by a Change in Law Event after the Proposal Due Date; and

(4) any Encumbrance created by an act or omission by any Governmental Body or with respect to which the City has given its consent.

“Permitting Allowance” has the meaning set forth in Section 15.3(B) (Allowances).

“Persistent Breach” means a breach for which a Final Warning Notice has been issued, that: (a) continues for more than thirty (30) consecutive days after the date of service of the Final Warning Notice; or (b) recurs three (3) or more times within the six (6)-month period after the date of service of the Final Warning Notice.

“Product Data” has the meaning set forth in Appendix 4 (Review Procedures).

“Project” means the new Fire Station No. 88 and related structures and equipment (to include City Furnished Equipment only to the extent provided herein) to be designed and constructed on the Project Site pursuant to this Comprehensive Agreement, including all utility connections, landscaping and other Project Site improvements connected to or related to Fire Station No. 88 and related structures, as further described in Appendix 4 (Technical Requirements).

“Project Equipment” means all manufactured equipment, systems, property or assets, whether or not constituting personal property or fixtures, constituting part of the Project, excluding City Furnished Equipment.

“Project Intellectual Property” means the Intellectual Property which is created, brought into existence, acquired, licensed or used by the Developer, any Project Subcontractor, or any other third party, directly or indirectly, for the purposes of the Contract Services.

“Project Management Committee” means a committee comprised of the City Engineer, the Owner’s Representative, and the Developer’s Representative.

“Project Management Plans” means the elements of the project management plan, including the Risk and Issue Management Plan, and Communication Management Plan, each as further described in Appendix 4 (Technical Requirements).

“Project Schedule” means, until replaced pursuant to Section 6.1 (Work Generally), the Project Schedule attached at Appendix 3 (Project Schedule).

“Project Site” means the real property described in Appendix 1 (Project Site Information) on which the Project is to be constructed by or on behalf of the Developer.

“Project Subconsultant” means any Project Subcontractor performing consultant services (e.g., design, engineering). “Project Subconsultants” are not suppliers, nor performers of construction services. “Project Subconsultants” may be parties to Material Project Subcontracts.

“Project Subcontract” means any contract between the Developer and a Project Subcontractor, or between a Project Subcontractor and another Project Subcontractor of any tier, whether for the furnishing of labor, materials, equipment, supplies, services or otherwise. “Project Subcontract” includes all Material Project Subcontracts.

“Project Subcontractor” means any person or entity (other than an Affiliate of the Developer) with which the Developer contracts for the provision and delivery of the Contract Services, or a person or entity that contracts with another person or entity (other than an Affiliate of the Developer), of any tier, in connection with the carrying out of the Developer’s obligations under this Comprehensive Agreement, whether for the furnishing of labor, materials, equipment, supplies, services or otherwise. “Project Subcontractor” includes Material Project Subcontractors.

“Proposal” means the proposal made by, or on behalf of, the Developer in response to the submittal requirements of the ITN and includes the technical proposal as set forth in Appendix 14.

“Proposal Due Date” means March 18, 2021.

“Public Records” has the meaning set forth in Chapter 119 of the Florida Statutes, as may be amended from time to time.

“Public Records Law” means Florida’s Public Records Law, codified as Chapter 119 of Florida Statutes, including the applicable regulations promulgated thereunder, each as amended or superseded from time to time.

“Punch List” has the meaning set forth in Section 9.3(A) (Punch List).

“Punch List Items” means any defects, deficiencies and items of outstanding work that would not materially impair fire rescue activities or the occupancy, use, or lawful operation of the Project that could be rectified with minimal interference thereto.

“Quality Management Plan” means the Developer’s plan for quality assurance and quality control in implementing the Contract Services to be developed in accordance with the requirements set forth in Appendix 4 (Technical Requirements).

“Record Documents” has the meaning set forth in Appendix 4 (Technical Requirements).

“Reference Documents” means those plans, drawings, shop drawings, record drawings, specifications, sketches, graphic representations, calculations, electronic files, and other agreements and documents, in each case not prepared by or on behalf of Developer. For avoidance of doubt, the Reference Documents exclude Disclosed Data.

“Regulated Site Condition” means, and is limited to,

- (1) surface or subsurface structures, materials, properties or conditions having historical, cultural, archaeological, religious or similar significance;
- (2) the presence anywhere in, on or under the Project Site on the Proposal Due Date of wells or underground storage tanks for the storage of Hazardous Substances;
- (3) the presence of Hazardous Substances (other than Developer Hazardous Substances) in, on or under the Project Site (including presence in air, surface water, groundwater, soils or subsurface strata);

(4) the presence anywhere in, on or under the Project Site on the Proposal Due Date of the habitat of an endangered or protected species as provided in applicable Law; and

(5) any fact, circumstance or condition constituting a violation of, or reasonably likely to result in, any loss, liability, forfeiture, obligation, damage, fine, penalty, judgment, deposit, charge, assessment, Tax, cost or expense under or in connection with any applicable Law pertaining to the environment, in each case to the extent not disclosed in or reasonably inferable from the City Environmental Assessments.

“**Reinstatement Plan**” has the meaning set forth in Section 13.3(C) (Reinstatement Plan).

“**Reinstatement Works**” has the meaning set forth in Section 13.3(A) (Draft Reinstatement Plan).

“**Relief Event**” means:

- (1) a Force Majeure Event;
- (2) a flood;
- (3) a fire, explosion or earth movement such as an earthquake, shock, tremor, sinkhole, subsidence, landslide or any other similar earth movement;
- (4) a tornado, hurricane, storm surge, earthquake, tsunami, or named windstorm and ensuing storm surges;
- (5) prior to the Substantial Completion Date, the failure (including delays in excess of 10 days beyond the committed response date) of any Governmental Body or utility company having operational jurisdiction in the area in which the Project is located to:
 - (a) timely perform and install Utilities;
 - (b) timely perform the relocation or removal of existing, underground Utilities or that should have otherwise been inferable by the Developer based on a reasonable investigation prior to the Proposal Due Date;
 - (c) enter into an agreement with Developer on terms customary for Utilities’ providers affected by projects of similar size and scope as the Project; or
 - (d) provide and maintain Utilities’ services to the Project that are required to perform the Developer’s obligations under this Comprehensive Agreement;
 - (e) timely review and respond to submissions by the Developer so long as the delay is not caused by an act or omission of Developer.
- (6) any accidental loss or damage to the Project Site or any roads servicing them if no reasonable, alternative route is available (including obstructed waterways);

(7) the Developer’s failure to obtain a necessary Governmental Approval within 120 days of Developer’s completed application, provided that the Developer diligently performed all activities reasonably required to obtain such Governmental Approval;

(8) Adverse Weather Days (subject to the constraints within its definition); and

(9) any other event set forth in this Comprehensive Agreement that is specified as a Relief Event,

except, in each case, to the extent attributable to any Developer Fault, or any breach of this Comprehensive Agreement, applicable Law, or any Governmental Approval by, or any willful act, negligent act or negligent omission of any Project Subcontractor.

“**Required Insurance**” means the policies required in Appendix. 6, on the terms, and subject to the conditions set forth therein (Insurance).

“**Response Action**” means any action taken in the investigation, removal, confinement, remediation, transportation, disposal or cleanup of a release of any Hazardous Substance, or to otherwise correct any non-compliance with applicable Law pertaining to the environment or address any environmental condition as may be required by any relevant Governmental Body. “Response Action” includes any action which constitutes a “removal”, “response”, or “remedial action” as defined by Section 101 of CERCLA.

“**Restricted Change in Ownership**” means a Change in Ownership resulting in any equity interest of a Restricted Person; provided, however, that in no case will the following Changes in Ownership constitute a “Restricted Change in Ownership”:

(1) a change in legal or beneficial ownership of any shares or other securities that are listed on a recognized public stock exchange, including such transactions involving any initial public offering;

(2) a change in possession of the power to direct or control the management of Developer or a material aspect of its business due solely to a bona fide transaction involving beneficial interests in the ultimate parent organization of an Equity Member (but not if the Equity Member is the ultimate parent organization);

(3) a transfer of interests to or between managed entities that are under common control or ownership interests (whether directly or indirectly) or to or between the general partners, manager or the parent company of such general partner or manager and any managed entities under common ownership or control with such general partner or manager (or parent company of such general partner or manager), if the transfer to relevant entities and the general partner or manager of such entities (or the parent company of such general partner or manager) would not reasonably be likely to have a have a materially adverse effect on the Developer’s ability to perform its obligations under this Comprehensive Agreement, taking into account the financial strength and integrity of the transferee, compared to that of the transferor; or

(4) transactions involving the Developer’s ESOP, including monetary distributions, but excluding changes or transfers to Restricted Persons where the Restricted Person

would gain a controlling interest in Developer or have rights equivalent to that of a minority shareholder under applicable law, or otherwise that would afford the Restricted Person managerial, operational, or governance powers so as to direct or to cause the direction of the management or policies (or both) of Developer.

“**Restricted Person**” means any person who (or any member of a group of persons acting together, any one of which):

(1) is debarred, suspended, or otherwise disqualified from federal, State, or City contracting for any services similar in nature to the Contract Services or any portion thereof;

(2) was or is subject to any material claim of the United States, State, or City in any proceedings (including regulatory proceedings) which have been concluded or are pending at the time at which the determination of whether the person falls within this definition is being made, and which (in respect of any such pending claim, if it were to be successful) would, in the City’s view, in either case, be reasonably likely to materially affect the ability of the Developer to perform its obligations under this Comprehensive Agreement;

(3) in the case of an individual, he or she (or in the case of a legal entity, any of the members of the board of directors, officers, or its senior executives) has been convicted of a felony less than ten (10) years prior to the date at which the determination of whether the person falls within this definition is being made;

(4) has, directly or indirectly, its principal or controlling office in a country that is subject to any economic or political sanctions imposed by the United States for reasons other than its trade or economic policies;

(5) has as its primary business the illegal manufacture, sale, distribution or promotion of narcotic substances or arms, or is or has been involved in terrorism; or

(6) has as its primary business the acquisition of distressed assets or investments in companies or organizations which are or are believed to be insolvent or in a financial standstill situation or potentially insolvent.

“**SBE**” has the meaning set forth in Section 10.8(A) (Small Business Enterprise (“SBE”) and Local Hiring Goals and Commitments; Educational Programs).

“**Schedule of Values**” means the document provided by, or on behalf of, Developer to the City setting forth the categories of Contract Services with such reasonable specificity as necessary to permit the City to verify the progress of the Contract Services.

“**Scheduled Substantial Completion Date**” has the meaning set forth in Section 9.4 (Scheduled Substantial Completion Date and Longstop Date), and includes extensions for Supervening Events as provided in Section 9.4(C) (Extension for Supervening Events).

“**Security Health and Safety Plan**” has the meaning set forth in Section 6.8(B)(8)(Safety and Security).

“**Service Fee**” means \$16,848,601 payable by the City to the Developer under this Comprehensive Agreement as compensation for the Developer’s performance of the Contract Services as set forth in Appendix 10.

“**State**” means the State of Florida.

“**Subrecipient**” has the meaning set forth in Section 15.2(E) (Subrecipient Requirement).

“**Subrecipient Requirement**” has the meaning set forth in Section 15.2(E) (Subrecipient Requirement).

“**Substantial Completion**” has the meaning set forth in Section 9.1 (Substantial Completion).

“**Substantial Completion Date**” means the date upon which the Project has achieved Substantial Completion.

“**Substantial Completion Notice**” has the meaning set forth in Section 9.1(B) (Notice of Substantial Completion).

“**Supervening Event**” means any Compensation Event or any Relief Event.

“**Surety Bonds**” has the meaning set forth in Section 10.2(C) (Payment and Performance Bond).

“**Tax**” means, from time to time, all taxes, surtaxes, duties, levies, imposts, rates, payments, assessments, withholdings, dues and other charges of any nature imposed by any Governmental Body, together with all fines, interest, penalties on or in respect of, or in lieu of or for non-collection of, those taxes, surtaxes, duties, levies, imposts, rates, payments, assessments, withholdings, dues and other charges.

“**Technical Requirements Change**” means:

- (1) a change to Appendix 4 (Technical Requirements):
 - (a) as a result of a Developer request agreed to by the City pursuant to Section 7.2 (Technical Requirements Changes Made at Developer’s Request);
 - (b) on account of Compensation Events pursuant to Section 7.3 (Technical Requirements Changes Made Due to Compensation Events); or
 - (c) as a City Change; or
- (2) a Design and Construction Standards Change;

in either case, made by a Change Order.

“**Term**” has the meaning set forth in Section 3.1 (Effective Date and Term).

“**Termination Amount**” means the measure of compensation owing from the City to the Developer upon termination of this Comprehensive Agreement as set forth in Section 20.6 (Compensation for Certain Termination Events).

“**Termination by Court Ruling**” means:

(1) the issuance of a final, non-appealable court order by a court of competent jurisdiction:

(a) permanently enjoining or prohibiting performance or completion of the Contract Services for a material portion of the Project or any portion of the Project, or

(b) requiring the City or the Developer to undertake additional or supplemental evaluations, studies or other work under any environmental approval that is impracticable in light of the purpose and intent of this Comprehensive Agreement, or

(c) having the effect of causing this Comprehensive Agreement to be materially or entirely void, unenforceable or impossible to perform in its entirety, except where the cause of the Comprehensive Agreement being void, unenforceable or impossible to perform is by reason of Developer Fault; or

(d) upholding the binding effect on the Developer or the City of a Change in Law Event that causes impossibility of performance of a fundamental obligation by the Developer or the City under this Comprehensive Agreement or impossibility of exercising a fundamental right of the Developer or the City under this Comprehensive Agreement; and

(2) the inability of the parties to reach agreement regarding modifications to this Comprehensive Agreement in accordance with Section 1.2(M) (Severability) to return the parties to the benefits of their original bargain following a court ruling holding that any material provision of this Comprehensive Agreement is unenforceable or invalid.

“**Termination Date**” means the date of termination of this Comprehensive Agreement provided in Section 20.2(D) (Termination Date).

“**Termination for Convenience**” has the meaning set forth in Section 20.2(A) (City Termination Rights).

“**Terrorism Risk Insurance Act**” or “**TRIA**” means the Terrorism Risk Insurance Act of 2002.

“**Utilities**” means any and all utility installations whatsoever (including gas, water, sewer, electricity, telephone, chilled water and telecommunications), and all piping, wiring, conduit, and other fixtures of every kind whatsoever related thereto or used in connection therewith.

Section 1.2. INTERPRETATION¶

This Comprehensive Agreement shall be interpreted according to the following provisions,

except to the extent the context or the express provisions of this Comprehensive Agreement otherwise require.

(A) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(B) Persons, Entities. Words importing persons or entities include individuals, legal personal representatives, firms, companies, associations, general partnerships, limited partnerships, limited liability partnerships, limited liability companies, trusts, business trusts, corporations, governmental bodies, and other legal entities.

(C) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Comprehensive Agreement shall be solely for convenience of reference and shall not affect its meaning, construction or effect.

(D) References Hereto. The terms “hereby,” “hereof,” “herein,” “hereunder” and any similar terms refer to this Comprehensive Agreement.

(E) References to Days and Time of Day. All references to days herein are references to calendar days, unless otherwise indicated, such as by reference to Business Days. Each reference to time of day is a reference to prevailing Eastern Time.

(F) References to Including. The words “include”, “includes” and including” are to be construed as meaning “include without limitation”, “includes without limitation” and “including without limitation”, respectively.

(G) References to Statutes. Each reference to a statute or statutory provision includes any statute or statutory provision which amends, extends, consolidates or replaces the statute or statutory provision or which has been amended, extended, consolidated or replaced by the statute or statutory provision and includes any orders, regulations, by-laws, ordinances, codes of practice or instruments made under the relevant statute.

(H) References to Governmental Bodies. Each reference to a Governmental Body is deemed to include a reference to any successor to such Governmental Body or any organization or legal entity or organizations or entities which has or have taken over the functions or responsibilities of such Governmental Body.

(I) References to Business Days. If the time for doing an act falls or expires on a day that is not a Business Day, the time for doing such act shall be extended to the next Business Day.

(J) References to Documents and Standards. Each reference to an agreement, document, standard, principle or other instrument includes a reference to that agreement, document, standard, principle or instrument as amended, supplemented, substituted, novated or assigned.

(K) References to All Reasonable Efforts. The expression “all reasonable

efforts” and expressions of like import, when used in connection with an obligation of either party, means taking in good faith and with due diligence, all commercially reasonable steps to achieve the objective and to perform the obligation, including doing all that can reasonably be done in the circumstances taking into account each party’s obligations hereunder to mitigate delays and additional costs to the other party, and in any event taking no less steps and efforts than those that would be taken by a commercially reasonable and prudent person in comparable circumstances.

(L) Governing Law. This Comprehensive Agreement shall be governed by and construed in accordance with the applicable Laws of the federal government, the State and the City any disputes under this Comprehensive Agreement will be brought in the State.

(M) Severability. Each provision of this Comprehensive Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Comprehensive Agreement is held to be invalid, unenforceable or illegal to any extent, such provision shall be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Comprehensive Agreement which shall be construed and enforced as if the Comprehensive Agreement did not contain such invalid or unenforceable provision or part. If any such provision of this Comprehensive Agreement is held to be invalid, unenforceable or illegal, the parties will (i) promptly endeavor in good faith, to the extent legally permissible, to negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Comprehensive Agreement as nearly as possible to its original intent and effect, including an equitable adjustment to the Service Fee and (ii) if necessary or desirable, apply to the court or other decision maker (as applicable) which declared such invalidity for an interpretation of the invalidated portion to guide the negotiations.

(N) Drafting Responsibility. The parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Comprehensive Agreement to the effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose counsel) prepared the executed agreement or any earlier draft of the same.

(O) Interpolation. If any calculation hereunder is to be made by reference to a chart or table of values, and the reference calculation falls between two stated values, the calculation shall be made on the basis of linear interpolation.

(P) Accounting and Financial Terms. All accounting and financial terms used herein are, unless otherwise indicated, to be interpreted and applied in accordance with GAAP.

(Q) Applicability, Stringency and Consistency of Contract Standards. Where more than one Contract Standard applies to any particular performance obligation of the Developer hereunder, each such applicable Contract Standard shall be complied with. In the event there are different levels of stringency among such applicable Contract Standards, the most stringent of the applicable Contract Standards shall govern (i.e., those provisions which provide better or greater Project size, quantity, quality, integrity, durability and reliability shall take precedence). Any reference in this Comprehensive Agreement to materials, equipment, systems or supplies (whether such references are in lists, notes, specifications, schedules, or otherwise) shall be construed to require the Developer to furnish the same, at minimum, in accordance with the grades and

standards therefor indicated in this Comprehensive Agreement.

(R) Obligations to Provide Assistance. The obligations of a party to cooperate with, to assist or provide assistance to the other party hereunder shall be construed as an obligation to use the party's personnel resources to the extent reasonably available in the context of performance of their normal duties, and not to incur material additional overtime or third-party expense unless requested and reimbursed by the assisted party. Any failure of a party entitled to assistance hereunder to perform an obligation under this Comprehensive Agreement shall not be excused on account of any failure of the party obligated to provide assistance.

(S) Imputation of Knowledge to City. The City will not be imputed with knowledge of any fact, matter or thing unless that fact, matter or thing is within the actual knowledge of those of its employees, workers or agents (including the City Representative) who have responsibilities or would be expected to supervise or monitor the performance of the Contract Services or any material aspect of the Project.

(T) Imputation of Knowledge to Developer. The Developer will not be imputed with knowledge of any fact, matter or thing unless that fact, matter or thing is within the actual knowledge of those of its agents, employees or workers (including the Project Subcontractors) who have responsibilities or would be expected to supervise or monitor the performance of the Contract Services or any material aspect of the Project.

(U) Third-Party Rights. This Comprehensive Agreement is exclusively for the benefit of the City and the Developer and shall not provide, and is not intended to limit or obviate the rights of any third-party City Indemnitees as provided in Section 22.1 (Developer's Obligation to Indemnify) with any remedy, claim, liability, reimbursement, cause of action or other rights.

(V) Reference Documents. The City has provided the Reference Documents to the Developer. The Reference Documents are for information only and are not mandatory or binding on the Developer and the Developer is not entitled to rely on the Reference Documents as accurately describing existing conditions, presenting design, engineering, operating or maintenance solutions or directions, or defining means and methods for complying with the requirements of this Comprehensive Agreement, Governmental Approvals or applicable Law. The City does not represent or warrant that the information contained in the Reference Documents is complete or accurate or that such information is in conformity with the requirements of this Comprehensive Agreement, Governmental Approvals or applicable Law. Developer shall have no claim to a Supervening Event on account of any incompleteness or inaccuracy in the Reference Documents. The City shall not be responsible or liable in any respect for any causes of action, claims, or losses whatsoever suffered by the Developer, or anyone claiming through the Developer by reason of any use of the information contained in, or any action or forbearance in reliance on, the Reference Documents.

(W) Order of Precedence. Each of the documents constituting this Comprehensive Agreement is an essential part of the agreement between the parties. A requirement appearing in one document is as binding as though occurring in all. The documents are intended to be complementary and to describe and provide for a complete agreement. In the event of any conflict, ambiguity or inconsistency among the documents of different levels, then

the order of precedence shall be as follows: Comprehensive Agreement Amendments to the body of this Comprehensive Agreement, the body of this Comprehensive Agreement (unamended), Appendices then the Proposal itself. In the event of any conflict, ambiguity or inconsistency among the documents of the same level, then, without limiting Section 1.2(Q) (Applicability, Stringency and Consistency of Contract Standards) (pertaining to Contract Standards), then the most stringent of the applicable document shall govern (i.e., those provisions which provide better or greater Project size, quantity, quality, integrity, durability and reliability shall take precedence).

SECTION 2

REPRESENTATIONS AND WARRANTIES

Section 2.1. REPRESENTATIONS AND WARRANTIES OF THE CITY

The City represents and warrants, as of the Effective Date, that:

(A) Existence and Powers. The City is a municipal corporation under the laws of the State and has full legal right, power and authority to execute, deliver and perform its obligations under this Comprehensive Agreement.

(B) Due Authorization. This Comprehensive Agreement has been duly authorized, executed and delivered by the City, and constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights from time to time in effect and equitable principles of general application.

(C) No Conflict. To the best of its knowledge, the execution, delivery and performance by the City of this Comprehensive Agreement does not contravene any law or any contractual restriction binding on or affecting the City nor does the performance by the City of its obligations in connection with the transactions contemplated hereby or the fulfillment by the City of the terms or conditions hereof:

(1) conflict with, violate or result in a breach of any constitution, law or governmental regulation applicable to the City; or

(2) conflict with, violate or result in a material breach of any term or condition of any order, judgment or decree, or any contract, agreement or instrument, by which the City's properties or assets are bound, or constitutes a material default under any of the foregoing.

(D) Approvals Required. No authorization or approval not already obtained from or other action by, and no authorization and/or notice to or filing with, any Governmental Body is required for the due execution, performance and delivery by the City for this Comprehensive Agreement.

(E) No Litigation Affecting the City. Except as disclosed in writing to the Developer, to the best of its knowledge, there is no Legal Proceeding before or by any Governmental Body pending or overtly threatened or publicly announced against the City, in

which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of this Comprehensive Agreement by the City or the validity, legality or enforceability of this Comprehensive Agreement against the City, or any other agreement or instrument entered into by the City in connection with the transactions contemplated hereby or on the ability of the City to perform its obligations hereunder or under any such other agreement or instrument.

(F) Information Supplied by the City. The representations and warranties made by the City in this Comprehensive Agreement are true, correct and complete in all material respects.

(G) Ownership of Project Site. The City owns the Project Site, free and clear of any Encumbrances other than: (1) applicable zoning and building bylaws and ordinances, municipal bylaws and regulations existing as of the Proposal Due Date; and (2) recorded covenants, conditions, restrictions and easements, as shown below, based upon a title search report provided by First American Title Insurance Company on behalf of the City.

Section 2.2. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer represents and warrants, as of the Effective Date, that:

(A) Existence and Powers. The Developer is a corporation duly organized, validly existing and in good standing under the laws of the State, and has the authority to do business in the State and in any other state in which it conducts its activities, with the full legal right, power and authority to enter into and perform its obligations under this Comprehensive Agreement.

(B) Due Authorization and Binding Obligation. This Comprehensive Agreement has been duly authorized, executed and delivered by all necessary action of the Developer and constitutes a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights from time to time in effect and equitable principles of general application.

(C) No Conflict.

(1) The Developer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in section 112.311, Florida Statutes.

(2) The Developer further represents that no person having any such conflicting interest shall be employed for said performance.

(3) To the best of its knowledge, neither the execution nor delivery by the Developer of this Comprehensive Agreement nor the performance by the Developer of its obligations in connection with the transactions contemplated hereby or the fulfillment by the Developer of the terms or conditions hereof:

(a) conflicts with, violates or results in a breach of any constitution, law, governmental regulation, by-laws or certificates of incorporation applicable to the Developer; or

(b) conflicts with, violates or results in a material breach of any order, judgment or decree, or any contract, agreement or instrument to which the Developer or any of its Affiliates is a party or by which the Developer or any of its Affiliates or any of its properties or assets are bound, or constitutes a default under any of the foregoing.

(D) No Approvals Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Body is required for the valid execution and delivery of this Comprehensive Agreement by the Developer except as such have been duly obtained or made.

(E) No Litigation Affecting the Developer. Except as disclosed in writing to the City, to the best of its knowledge, there is no Legal Proceeding, at law or in equity, before or by any court or Governmental Body pending or, to the best of the Developer's knowledge, overtly threatened or publicly announced against the Developer or any of its Affiliates, in which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of this Comprehensive Agreement by the Developer or the validity, legality or enforceability of this Comprehensive Agreement against the Developer, or any other agreement or instrument entered into by the Developer in connection with the transactions contemplated hereby, or on the ability of the Developer to perform its obligations hereunder or under any such other agreement or instrument.

(F) Intellectual Property. The Developer owns, or has express rights to use or can acquire on reasonable terms, all Intellectual Property necessary for the Project without any known material conflict with the rights of others.

(G) Information, Design Documents Supplied by the Developer.

(1) The submittals and other documents prepared by or on behalf of the Developer pursuant to the Interim Development Agreement (including specifically design and related submittals) are hereby ratified as Design Documents, and such Design Documents collectively reflect a design of the Project that is in accordance with applicable Law, including, but not limited to, the Florida Building Code.

(2) The foregoing ratified Design Documents are in compliance with Appendix 4 (Technical Requirements) and the Design and Construction Standards, as were prepared, negotiated, and agreed, and as are attached hereto.

(3) The information supplied and representations and warranties made by the Developer in all submittals made in response to the ITN and in all post-proposal submittals with respect to the Developer (and to the Developer's knowledge, all information supplied in such submittals with respect to the Project Subcontractors) are true, correct and complete in all material respects.

(4) The information supplied and representations and warranties made by the Developer in all submittals made in pursuant to the Interim Development Agreement (including specifically design and related materials), including, to the Developer's knowledge, all information supplied in such submittals and documents with respect to the Project Subcontractors, are true, correct and complete in all material respects.

(H) Developer Reviews. The Developer has carefully reviewed the whole of this Comprehensive Agreement and has taken all steps it considers reasonably necessary to satisfy itself that nothing contained herein inhibits or prevents the Developer from performing and completing the Project in accordance with the Contract Standards.

(I) Compliance with applicable Law Generally. The Developer is in compliance in all material respects with applicable Law pertaining to the Developer's business and services.

(J) Financial Solvency and Stability. The Developer further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Comprehensive Agreement.

(K) Contingent Fees. The Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Developer to solicit or secure this Comprehensive Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Developer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Comprehensive Agreement.

(L) Nondiscrimination. The Developer warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, Developer shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

(M) Public Entity Crimes. As provided in sections 287.132-133, Florida Statutes, by entering into this Comprehensive Agreement or performing any work in furtherance hereof, the Developer certifies that it and its Affiliates and Material Project Subcontractors have not been placed on the convicted vendor list maintained by the State Department of Management Services within the 36 months immediately preceding the date hereof.

(N) Foreign Business Operations. As provided in section 287.135, Florida Statutes, the Developer certifies it is not currently engaged in business operations in Cuba or Syria or is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes or the Boycott Israel List created pursuant to section 215.4725, Florida Statutes or is engaged in a boycott of Israel.

(O) Professional Licenses, Responsibility.

(1) During all periods necessary for the performance of the Contract Services, (a) Developer has maintained and will maintain, (b) Developer shall cause and have caused each first-tier Project Subcontractor in privity with the Developer, performing or to perform any portion of the Contract Services, and (c) Developer shall cause each first-tier Project Subcontractor to require each Project Subcontractor (and likewise at lower tiers) in each case, to maintain, in each case, all required authority, license status, applicable licensing standards, certification standards, accrediting standards, professional ability, skills and capacity to perform its portion of the Contract Services.

(2) During all periods necessary for the performance of the Contract Services, (a) Developer shall cause and have caused each first-tier Project Subcontractor performing or to perform any portion of the Contract Services, and (c) Developer shall cause each first-tier Project Subcontractor to require each Project Subcontractor (and likewise at lower tiers) in each case, to perform all Contract Services under the supervision of persons or entities, as applicable, that hold all necessary, valid licenses to practice in the State, and who shall assume professional responsibility for the accuracy and responsibility for the completeness of the Design Documents, construction documents and submittals, and other documents prepared or checked by them.

(P) Professional Qualifications. All Contract Services will be by personnel who are skilled, experienced, and competent in their respective trades or professions, and who are professionally qualified to perform the Contract Services in accordance with the Contract Standards and otherwise under this Comprehensive Agreement.

(Q) Ineligibility. Developer, its Affiliates, and all Material Project Subcontractors are each not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Comprehensive Agreement by any federal agency or by any department, agency or political subdivision of the State, county, or the City.

(R) Payment Arrears. Developer, its Affiliates, and all Material Project Subcontractors is not currently in arrears in payment of Taxes, permit fees or other statutory, regulatory or judicially required payments to the City or to the State.

Section 2.3. CONTINUING ACCURACY OF DEVELOPER REPRESENTATIONS AND WARRANTIES;

During the Term, the Developer shall not take any action, or omit to perform any act, that results in a representation and warranty made in Section 2.2 (Representations and Warranties of the Developer) becoming untrue. The Developer shall promptly notify the City if any such representation and warranty becomes untrue. From time to time, the Developer shall provide the City, upon the City's request, with information reasonably requested by the City to substantiate the continuing accuracy of these representations and warranties.

SECTION 3

TERM

Section 3.1. EFFECTIVE DATE AND TERM;

(A) Term. This Comprehensive Agreement shall become effective, and the term hereof (the “Term”) shall commence, on date that is the later of the date the resolution of the Council approving this Comprehensive Agreement becomes effective (the “Effective Date”) or execution by both parties. The Term shall continue to the earlier of completion of the parties’ respective obligations and the Termination Date. For avoidance of doubt, no obligation of either party adheres until the Effective Date, and City shall have no obligation specifically to pay any amount for any Contract Services performed prior to the Effective Date.

(B) Accrued Rights. No termination of this Comprehensive Agreement shall:

(1) limit or otherwise affect the respective rights and obligations of the parties hereto accrued prior to the date of such termination; or

(2) preclude either party from impleading the other party in any Legal Proceeding originated by a third-party as to any matter occurring during the Term.

Section 3.2. SURVIVAL;

Notwithstanding any other provision of this Comprehensive Agreement, the following provisions hereof will survive the expiration or any earlier termination of this Comprehensive Agreement:

(A) Section 4.6 (Financial Books and Records);

(B) Developer’s obligation to restore and repair any adjoining property pursuant to Section 6.2(B) (Access to Project Site Prior to Commencement of Construction);

(C) Section 16 (Dispute Resolution);

(D) Section 19 (City Events of Default);

(E) Section 20 (Termination), including specifically Section 20.6 (Compensation for Certain Termination Events), as applicable to the obligations of the parties following the Termination Date;

(F) obligations and covenants regarding the payment of the Termination Amount shall survive termination of the Comprehensive Agreement pursuant to Section 20.2 (Termination Rights);

(G) Section 22.2 (Indemnification Procedures);

(H) Section 23.13 (Confidentiality);

(I) Section 23.14 (Public Records); and

(J) Section 1.2 (Professional Liability Insurance) of Appendix 6 (Insurance), to

the extent 10-year extended reporting or discovery “tail” period provided therein has not expired on the Termination Date; and

(K) Any other provision that, by its nature, survives expiration or earlier termination of this Comprehensive Agreement;

together with any provisions necessary to give effect to the above provisions.

SECTION 4

CONTRACT SERVICES GENERALLY

Section 4.1. GENERAL RESPONSIBILITIES OF THE PARTIES.

(A) Developer.

(1) The Developer shall, in accordance with the terms, and subject to the conditions, of this Comprehensive Agreement to design and construct the Project. The Developer shall perform all Contract Services, undertakings and other obligations under the Comprehensive Agreement in compliance with applicable Law.

(2) Without limiting the foregoing, Developer shall:

(a) promptly notify the City Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Developer’s judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Developer may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Developer. The City agrees to notify the Developer of its opinion by certified mail within thirty (30) days of receipt of notification by the Developer. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Developer, the City shall so state in the notification and the Developer shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Developer under the terms of this Comprehensive Agreement;

(b) expeditiously and diligently progress performance of the Contract Services, to include furnishing all design, engineering, and other services, providing construction management and all other Contract Services, furnishing all materials, equipment, labor, and installations, and undertaking all efforts necessary or appropriate (excluding only those materials, services and efforts that this Comprehensive Agreement expressly specify will be undertaken by or on behalf of the City) to deliver the Project;

(c) at all times required under this Comprehensive Agreement, provide all personnel, each of which are to be present (or his/her designee approved by the City will be present) at the place(s) if and as required under Appendix 4 (Technical Requirements) or otherwise pursuant to the Design and Construction Standards;

(d) comply with, and require that all Project Subcontractors comply with, all applicable Laws and Governmental Approvals;

(e) ensure labor harmony on the Project Site during the Term, including taking appropriate steps to prevent strikes, walkouts, work stoppages, work slowdowns, work curtailments, cessations or interruptions of production due to labor disputes or other labor-related matters;

(f) observe, and require that all Project Subcontractors observe Good Design-Build Practices;

(g) cooperate with the City and all Governmental Bodies with jurisdiction in all matters relating to the applicable portions of the Contract Services, including their review, inspection, testing, and oversight of the design and construction of the Project;

(h) timely submit all submittals, and ensure that all such submittals are accurate, compliant, and complete when submitted;

(i) use commercially reasonable efforts to mitigate delay to design and construction of the Project and mitigate damages due to delay in all circumstances, to the extent possible, including by re-sequencing, reallocating, or redeploying Developer's (or its Project Subcontractors') forces to other work, as appropriate; and

(j) otherwise perform the Contract Services so as to ensure that the Project satisfied each of the purposes, objectives, functions, uses, and requirements set forth in or reasonably inferred from Appendix 4 (Technical Requirements), from the Design and Construction Standards, and otherwise this Comprehensive Agreement.

(3) Developer Acknowledgments. Except as otherwise expressly provided in this Comprehensive Agreement (including specifically any express bases for claim of relief from obligations, additional time, or additional cost or expense), Developer:

(a) acknowledges and accepts all risks, responsibilities, obligations, and liabilities in connection with performance of the Contract Services and delivery of the Project; and

(b) is not entitled to make any claim under this Comprehensive Agreement, at law, or in equity against the City, the State, or any other Governmental Body for any losses in connection with the Project, the Contract

Services, or under this Comprehensive Agreement.

(4) Explanations, Omissions, Misdescriptions. Developer shall not take advantage of, or benefit from, any apparent or actual error in the Comprehensive Agreement. Should it appear that the Work to be done or any matter relative thereto is not sufficiently detailed or explained herein, then the Developer shall request in writing such further written explanation from the City as may be necessary, and the Developer shall comply with the explanation provided subject to Developer's right to seek additional time and/or compensation associated with such compliance as a Compensation Event or Relief Event. The Developer shall also promptly provide notice to the City of any errors, omissions, or misdescriptions that it may discover in this Comprehensive Agreement and shall obtain specific instructions for the City regarding clarification or rectification of any such error, omission, or misdescription before proceeding with the relevant Contract Services, it being understood that such clarification or rectification shall not itself be the basis for any claim or relief hereunder but may be the basis for a claim for relief under Section 12 if there is an impact to the progress, or cost of, Developer's Contract Services. The fact that this Comprehensive Agreement omits or misdescribes any details of any of the Contract Services that are necessary or required to carry out the intent of this Comprehensive Agreement (including specifically the delivery of the Project within the Service Fee bid (as adjusted) and in accordance with the Project Schedule (as adjusted), or that are customarily performed, shall not relieve the Developer from performing such omitted or misdescribed Contract Services, which shall be performed as if fully and correctly set forth herein, without entitlement to any claim, additional costs, additional time, or other relief.

(B) City. The City shall, subject to the terms and conditions of this Comprehensive Agreement, pay the Service Fee and the other amounts required to be paid by the City hereunder to the Developer for the performance of the Contract Services.

(C) Party Bearing Cost of Performance. All obligations undertaken by each party hereto shall be performed at the cost of the party undertaking the obligation or responsibility, unless the other party has explicitly agreed herein to bear all or a portion of the cost either directly, by reimbursement to the other party or through an adjustment to the Service Fee.

Section 4.2. WORK PERSONNEL¶

(A) Staffing Requirements. The Developer shall enforce discipline and good order among the Developer's employees and all Project Subcontractors. All persons engaged by the Developer for Contract Services shall have requisite skills for the tasks assigned. Such personnel shall not be employees of or have any contractual relationship with the City unless otherwise approved, in advance and in writing, by the City. The Developer shall employ or engage and compensate engineers and other Project Subconsultants to perform all engineering and other services required for the Contract Services. All firms and personnel performing Contract Services, including all Project Subcontractors firms and personnel, shall be fully qualified and meet the licensing and certification requirements imposed by applicable Law. The Developer warrants that all services shall be performed by skilled, properly licensed, and competent personnel to the highest professional standards in their respective field(s). The Developer agrees that it is fully

responsible to the City for the acts and omissions of Project Subcontractors and of persons either directly or indirectly employed by the Developer. Nothing contained herein shall create any contractual relationship between any Project Subcontractor and the City. All of the Developer's personnel (and all Project Subcontractors) while on City premises will comply with all City requirements governing conduct, safety and security.

(B) Developer's Project Manager. The Developer shall designate from time to time an employee of the Developer who is responsible for the Developer's performance in the execution of the Comprehensive Agreement and who, prior to Final Completion, may be any Affiliate or an employee of the Developer as the Developer's construction manager (the "Developer's Project Manager"), who shall be present on the Project Site with any necessary assistants on a full-time basis when the Developer or any Project Subcontractor is performing the Contract Services. The Developer shall also designate a contact person for the Architect (who, for avoidance of doubt, shall not be required to be at the Project Site on a full-time basis but shall be available, consistent with the requirements of this Comprehensive Agreement, to the City). The Developer's Project Manager shall be appropriately trained, experienced and knowledgeable in all aspects of the Contract Services so as to knowledgeably interact and communicate with the City and the Project Subcontractors regarding the Project and appropriately oversee the day-to-day performance of the Contract Services. The Developer's Project Manager shall, among other things:

- (1) be familiar with the Contract Services and all requirements of this Comprehensive Agreement;
- (2) coordinate the Contract Services and give the Contract Services regular and careful attention and supervision;
- (3) maintain a daily status log of the Contract Services;
- (4) attend all monthly construction progress meetings with the City; and
- (5) coordinate, where appropriate, with the Owner's Representative.

(C) The Developer shall keep the City continuously informed of all business telephones, mobile telephones, e-mail addresses and other means by which the Developer's Project Manager may be contacted. The Developer's Project Manager (or his/her designee with equal authority to bind and represent the Developer) shall be available to be contacted by the City on a continuous 24-hours per day, 7 days per week, 365 days per year basis for emergency response, information, and coordination. The Developer shall notify the City of any potential change in the Developer's Project Manager and/or designee, and shall not make any such change if the new staffing change would, when viewed objectively and reasonably, adversely affect the ability of the Developer to provide the Contract Services in accordance with the Contract Standards.

(D) Verification of Employment Eligibility (E-Verify). Pursuant to section 448.095, Florida Statutes, Developer agrees that it shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov>, to verify the work authorization status of all newly hired employees during the Term.

Section 4.3. KEY PERSONNEL¶

Comprehensive Agreement

Attached as Appendix 5 (Developer and Material Project Subcontractors Information) is a list of the Key Personnel that the Developer shall utilize in undertaking the Contract Services. With respect to each of the Key Personnel:

(A) the Developer, while the Key Personnel remain within its employment, shall use all reasonable efforts to deploy the Key Personnel to perform the duties for the Contract Services described in Appendix 5 (Developer and Material Project Subcontractors Information); and

(B) if for any reason a Key Personnel resigns, retires, dies, becomes disabled, receives maternity, parental or sick leave, is promoted or is terminated for cause, then the Developer shall retain a replacement with equivalent expertise and experience to the unavailable Key Personnel satisfactory to the City acting reasonably, and the Developer shall not replace such Key Personnel without the City's written consent.

Section 4.4. COMPLIANCE WITH APPLICABLE LAW, GOVERNMENTAL APPROVALS;

(A) Compliance Obligation. The Developer shall perform the Contract Services in accordance with applicable Law, and shall cause the Project Subcontractors to comply with applicable Law.

(B) Governmental Approvals. The Developer shall make all filings, applications and reports necessary to be made in order to obtain and maintain all Governmental Approvals required for the performance of the Contract Services and shall comply with the terms of all Governmental Approvals.

(C) Registration, Licensing and Certification Requirements. The Developer shall ensure that all persons performing the Contract Services, including the Project Subcontractors, comply with all registration, licensing and certification requirements imposed by applicable Law.

(D) Investigations of Non-Compliance. In connection with any actual or alleged event of non-compliance with applicable Law in the performance of the Contract Services, the Developer shall, in addition to any other duties which applicable Law may impose:

(1) fully and promptly respond to all inquiries, investigations, inspections, and examinations undertaken by any Governmental Body;

(2) attend all meetings and hearings with respect to the Project required by any Governmental Body;

(3) provide all corrective action plans, reports, submittals and documentation required by any Governmental Body, and shall provide copies of any such plan, report, submittal or other documentation to the City;

(4) promptly upon receipt thereof, provide the City with a true, correct and complete copy of any written notice of violation or non-compliance with applicable

Law, and true and accurate transcripts of any oral notice of non-compliance with applicable Law, issued or given by any Governmental Body; and

(5) the Developer shall furnish the City with a prompt written notice describing the occurrence of any event or the existence of any circumstance which does or may result in any such notice of violation or non-compliance to the extent the Developer has knowledge of any such event or circumstance, and of any Legal Proceeding alleging such non-compliance. To the greatest extent practicable, the Developer shall provide the City an opportunity to review and comment on any proposed Developer response to any non-compliance with applicable Law hereunder prior to its implementing such response.

(E) Fines, Penalties and Remediation. Except to the extent excused by Supervening Events, in the event that the Developer or a Project Subcontractor fails at any time to comply with applicable Law with respect to the Contract Services, the Developer shall:

(1) immediately correct such failure and resume compliance with applicable Law;

(2) pay any resulting fines, assessments, levies, impositions, penalties or other charges;

(3) indemnify and hold harmless the City and the City Indemnitees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Developer, a Project Subcontractor and persons employed or utilized by the Developer or a Project Subcontractor in the performance of the Contract Services construction contract.'

(4) make all changes in performing the Contract Services which are necessary to assure that the failure of compliance with applicable Law will not recur; and

(5) comply with any corrective action plan filed with or mandated by any Governmental Body in order to remedy a failure of the Developer or a Project Subcontractor to comply with Applicable Law.

Section 4.5. GOOD DESIGN-BUILD PRACTICE

Good Design-Build Practice shall be utilized hereunder, among other things, to implement and in no event to displace or lessen the stringency of, the Contract Standards. In the event that, over the course of the Term, Good Design-Build Practice evolves in a manner which in the aggregate materially and adversely affects the cost of compliance therewith by the Developer, the Developer shall be relieved of its obligation to comply with such evolved Good Design-Build Practice (but not Good Design- Build Practice as of the Effective Date) unless the City agrees to adjust the Service Fee on a lump sum or reimbursable basis (subject to Cost Substantiation), as appropriate, to account for such additional costs.

Section 4.6. FINANCIAL BOOKS AND RECORDS

(A) Recordkeeping Requirements; Record Maintenance and Retention of Records. Developer shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles. During the performance of the Work and for a period of five (5) years after final payment, City and City's accountants shall be afforded access from time to-time, upon reasonable notice, to Developer's records, books, correspondence, receipts, Project Subcontracts, purchase orders, vouchers, memoranda and other data, including but not limited to electronic schedules and other electronic data (all collectively referred to as "Books and Records") relating to: (a) changes in the Contract Services performed on a cost basis; or (b) any request by Developer for an adjustment in the Service Fee or Project Schedule. Developer shall preserve all of its Books and Records for a period of five years after final payment.

(B) The Office of the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the Developer and its Project Subcontractors. The Developer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the bidder or its Project Subcontractors or lower tier Project Subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of any contract entered into with the bidder as justification for termination.

(C) Without limiting the prerogatives of Office of the Inspector General of Palm Beach County, as between the City and the Developer, it is the parties intent that any such access to the Books and Records, excluding in the context of Change Orders, under this Section 4.6 (Financial Books and Records) is not intended to challenge or investigate the pricing for Project Subcontracts, given the Service Fee as a fixed-price, and the structure of this Comprehensive Agreement.

SECTION 5

[RESERVED]

SECTION 6

DESIGN AND CONSTRUCTION

Section 6.1. WORK GENERALLY.

(A) Commencement and Prosecution of Contract Services. Upon delivery by the City to the Developer on or after issuance of a written "Notice to Proceed," the Developer shall promptly proceed to undertake, perform and complete the Contract Services in accordance with the Contract Standards, so as to satisfy the Substantial Completion Conditions and achieve the Substantial Completion Date by or before the Scheduled Substantial Completion Date and achieve Final Completion on or before the deadline provided in Section 9.8 (Final Completion). Notwithstanding the foregoing, the City shall not be obligated to deliver the Notice to Proceed, and the Developer shall not be entitled to any additional cost or excused delay or performance, until satisfaction or waiver of the following conditions:

- (1) all insurance policies required under this Comprehensive Agreement have been obtained, are in full force and effect, and the Developer has delivered to the City verification thereof as required hereunder;
- (2) Developer has delivered, and the City has accepted, the Project Management Plans;
- (3) Developer has submitted to the City, and the City has accepted, the Schedule of Values;
- (4) Developer has received, paid all associated fees for, and (if applicable) achieved or satisfied all conditions under, all applicable Governmental Approvals and other applicable third party approvals that Developer is obligated to obtain and maintain prior to commencement and performance of applicable portions of the Contract Services, all such Governmental Approvals and third party approvals are not subject to appeal; there exists no uncured material violation of the terms and conditions of any such Governmental Approval or such third party approvals, and Developer has furnished to the City fully executed copies of all such Governmental Approvals and such third party approvals;
- (5) Developer has delivered the Surety Bonds compliant with Section 10.2(C) (Payment and Performance Bond), which is in full force and effect;
- (6) all required real property rights (e.g., rights of entry) necessary for commencement of any portion of the Contract Services are in place;
- (7) there exists no uncured Developer Event of Default for which Developer has received Notice from the City, unless Developer has a right to cure and is diligently pursuing cure within the applicable cure period; and]
- (8) Owner provides evidence and/or authorization of available funds and financing for the Project.

(B) Developer Control of the Contract Services; No City Responsibility. Subject to, but without limiting the provisions of Section 6.7 (Developer Design – Requirements), the Developer shall have total control of the Contract Services and shall effectively direct and supervise the Contract Services so that it is undertaken in compliance with the terms of this Comprehensive Agreement. The Developer acknowledges and agrees that notwithstanding the fact that the ITN included certain minimum conceptual design criteria for the Contract Services or the fact that in negotiating this Comprehensive Agreement, between the date the Developer was selected as the preferred proposer pursuant to the ITN and the Effective Date, the City participated in certain design development activities that resulted in the finalization of the Design Documents. The Developer acknowledges that such minimum conceptual design criteria do not in any manner or to any degree impair the Developer's ability to perform the Contract Services in compliance herewith. Nothing in this Comprehensive Agreement shall be interpreted as giving any responsibility for the Contract Services to the City, any City Indemnitee, the Owner's Representative, or any other City Representative. The City's rights of review and comment with

respect to any aspect of the Contract Services shall be for the City's benefit only, and no review or comment by the City Representative shall in any way relieve the Developer of its obligation for all aspects of the Contract Services of the Project. If, however, the City and the Developer agree to specific changes to the Contract Standards that agreement shall be reflected in a formal document, duly executed by both parties and shall be binding on the parties.

(C) Materials, Labor and Services. The Developer shall furnish all necessary architectural, design and engineering services, labor, materials, equipment, supplies, tools, scaffolding, transportation, Utilities and Utilities' services, insurance, completed structures, assemblies, fabrications, acquisitions, installations, testing, accounting, recordkeeping and other things and services of every kind whatsoever necessary for the full performance and completion of the Developer's design, engineering, construction, start-up, Commissioning, obtaining and maintaining Governmental Approvals and related obligations under this Comprehensive Agreement. The materials, machinery, structures, improvements, and equipment to be furnished as part of the Contract Services shall be new, of recent manufacture, and meet or exceed the Design and Construction Standards. All work, materials, and equipment covered by this Comprehensive Agreement passes to the City at the time of payment of the Final Invoice.

(D) Project Sequencing, Schedule and Reports.

(1) The Developer shall not be limited in the sequencing or staging of the Contract Services, except to the extent that the Contract Standards impose limitations.

(2) No later than 30 days after the effective date of the Notice to Proceed Developer shall submit to the City, for the City's review and acceptance, an update to the Project Schedule, which shall be materially consistent with, and in no case reflect (a) a Scheduled Substantial Completion Date and (b) a deadline for Final Completion, in each case later than that reflected on the Project Schedule in Appendix 3 (Project Schedule) as of the Effective Date. The updated Project Schedule, upon acceptance, shall be the "Project Schedule" for purposes of this Comprehensive Agreement.

(3) The updated Project Schedule shall be a "critical path method" Project Schedule for Contract Services, prepared in accordance with Appendix 4 (Technical Requirements). The updated Project Schedule shall convert the days indicated on the Project Schedule in Appendix 3 (Project Schedule) as of the Effective Date to dates.

(4) The Developer shall submit to the City Representative a monthly progress schedule and report in accordance with the requirements of Appendix 4 (Technical Requirements). The Developer's submittal of the monthly progress schedule and report (or any revised progress schedule and report) is for the City's information only and shall not limit or otherwise affect the Developer's obligations to achieve the Substantial Completion Date by the Scheduled Substantial Completion Date nor Final Completion by the deadline set forth in Section 9.8 (Final Completion). The City's acceptance of the monthly progress schedule and report (or any revised progress schedule and report) shall not bind the City in any manner and shall not imply City approval or consent to any of the matters set forth therein.

(5) The Developer shall submit to the City Representative the Environmental Management Plan, prepared in accordance with the Environmental Management Plan requirements set forth in Appendix 8, no later than 30 days after the effective date of the Notice to Proceed for the City's review and acceptance, and in no event prior to construction work on the Project Site. The parties shall observe the process, and comply with the terms of Section 6.6(C), construing the Environmental Management Plan as "Design Documents" thereunder. The Developer shall comply with the accepted Environmental Management Plan as part of the Contract Services.

(E) Technical Requirements and Design and Construction Standards. The Developer shall design the Project in accordance with applicable Law, including, but not limited to, the Florida Building Code, and shall be responsible for obtaining any and all required Governmental Approvals, including building permits in the manner set forth in this Comprehensive Agreement. Developer shall perform the Contract Services in compliance with Appendix 4 (Technical Requirements) and the Design and Construction Standards. The Design and Construction Standards and other Appendix 4 (Technical Requirements) are intended to include the basic design principles, concepts and requirements for the Contract Services but do not include the final, detailed design, plans or specifications or indicate or describe each and every item required for full performance of the physical Contract Services or for achieving Substantial Completion. The Developer agrees to prepare and furnish all necessary detailed designs, plans, drawings and specifications in conformity with Appendix 4 (Technical Requirements) and the Design and Construction Standards. The Developer further agrees that it shall not have the right to bring any claim whatsoever against the City, its employees, agents, or any of its consultants or subcontractors, arising out of any designs, plans, drawings or specifications included in the ITN or made available during the procurement process, with the exception of claims under Section 12 (Supervening Event Procedures) caused by the Disclosed Data.

(F) Standards of Workmanship and Materials. Where this Comprehensive Agreement does not specify any explicit quality or standard for construction materials or workmanship, the Developer shall use only workmanship and new materials of a quality consistent with that of construction workmanship and materials specified elsewhere in Appendix 4 (Technical Requirements), the Design and Construction Standards, and Good Design-Build Practice, and each are agreed by the parties to be interpreted accordingly.

(G) Technical Standards and Codes. References in this Comprehensive Agreement to all professional and technical standards, codes and specifications, except as otherwise provided in Appendix 4 (Technical Requirements), are to the most recently published professional and technical standards, codes and specifications of the institute, organization, association, authority or society specified, all as in effect as of the Effective Date. Unless otherwise specified to the contrary, (1) all such professional and technical standards, codes and specifications shall apply as if incorporated in Appendix 4 (Technical Requirements) and the Design and Construction Standards and (2) if any material revision occurs, to the Developer's knowledge, after the Effective Date, and prior to completion of the applicable Contract Services, the Developer shall notify the City. If so directed by the City, the Developer shall perform the applicable Contract Services in accordance with the revised professional and technical standard, code, or specification.

(H) Deliverable Material. The Developer shall deliver to the City all Design

Documents, reports, submittals and other materials (“Deliverable Material”) required to be delivered under this Comprehensive Agreement. With respect to those Deliverable Materials required to be delivered within a certain number of days after the Effective Date under Appendix 4 (Technical Requirements) and Appendix 6 (Insurance), such obligation to provide such Deliverable Materials shall be counted from the Effective Date. The City shall have the right from and after the Effective Date to use (or permit use of) all such Deliverable Material, all oral information received by the City in connection with the Contract Services, and all ideas or methods represented by such Deliverable Material, without additional compensation. The City’s use of any such Deliverable Material for any purpose other than the Project shall be at its own risk and the Developer shall have no liability therefor.

(I) Payment of Costs. Except as otherwise expressly provided or referred to in Section 15.5 (Payment Obligations Of The City For Additional Contract Services), the Developer shall pay directly all costs and expenses of the Contract Services of any kind or nature whatsoever, including all costs of permitting (regardless of permittee); regulatory compliance and Legal Proceedings brought against the Developer; obtaining and maintaining the Required Insurance pursuant to Developer’s obligations under Appendix 6 (Insurance); financing costs (if any); payments due under the Project Subcontracts or otherwise for all labor and materials; legal, financial, engineering, architectural and other professional services of the Developer; sales, use and similar Taxes on building supplies, materials and equipment; payment of its employees’ payroll, payroll taxes and benefits; general supervision by the Developer of all Contract Services; the preparation of schedules, budgets and reports; keeping all construction accounts and cost records; and all other costs required to achieve Substantial Completion, Substantial Completion and Final Completion.

(J) Quality Assurance and Quality Control. The Developer shall have full responsibility for quality assurance and quality control for the Contract Services, including compliance with the Quality Management Plan, which shall be developed by the Developer in accordance with Appendix 4 (Technical Requirements). The City shall approve the contract with the building envelope inspector whose services and final report should be prepared for the sole benefit of the City Engineer in the form found in Attachment 1 to Appendix 14 (Proposal).

(K) Laydown Areas. Laydown and staging areas for construction materials shall be located on the Project Site or at other locations arranged and paid for by the Developer.

(L) Maintenance, Security of the Project Site.

(1) During performance of the Contract Services starting on the date of the Notice to Proceed, the Developer shall be responsible for the overall maintenance and security of the Project Site. The Developer shall keep the Project Site neat, secure and orderly at all times in conformance with the Security, Health and Safety Plan as described in Section 6.8(B)(8), and shall clean up and remove all rubbish and construction debris from the Project Site as they accumulate in accordance with the Contract Standards.

(2) The Developer shall continuously maintain reasonable protection of all work from damage, and shall protect such work and the City’s property from injury or loss arising during the Term. Except for any such damage, injury, or loss which may be

directly due to errors caused by the City, the Owner's Representative or employees of the City, the Developer shall reasonably protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

(3) Until acceptance of the work by the City, the City's property shall be under the charge and care of the Developer and the Developer shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, and the Developer shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the City.

(4) At the conclusion of the Term, all tools, temporary structures and materials belonging to the Developer shall be promptly taken away and Developer shall remove and promptly dispose of all rubbish or any other foreign materials. The Developer shall thoroughly clean all material installed and shall deliver such materials undamaged in a clean and new condition.

(M) Title and Risk of Loss. Title to the structures, improvements, fixtures, machinery, equipment and materials constituting the Project shall pass to the City upon earlier of incorporation in the Project and payment, by the City, therefor, in all cases, free and clear of all Liens as provided in subsection (O) of this Section. The Developer shall, however, subject to the Supervening Event provisions hereof, bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials until Substantial Completion, regardless of the extent to which the loss was insured or the availability of Insurance Proceeds.

(N) Encumbrances. The Developer shall not directly or indirectly, without the City's consent, create or permit to be created or to remain, and shall promptly discharge or bond, any Encumbrance arising on the Project, the Project Site or the Contract Services, other than Permitted Encumbrances, arising out of the Developer's construction of the Project. The Developer shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(O) Compliance with Easements and Limits; Surveying. The Developer shall construct the Project in compliance with the requirements of the easements, exceptions to title, limits and setback requirements identified in Appendix 1 (Project Site Information); shall perform all construction surveying necessary in connection therewith; and shall preserve or replace as necessary all existing property line and corner survey monuments encountered.

(P) Utilities. The Developer shall make all arrangements necessary to secure the availability of all Utilities required to construct and operate the Project in the capacities required hereunder. In furtherance and as part of this obligation, Developer shall be required to coordinate with, seek all necessary permissions from, make all necessary applications to, and undertake all work required by all Utility companies, Utility owners and owners of right-of-ways adjacent to the Project Site and owners of properties adjacent to the Project Site to ensure the construction and connection of Utilities necessary to build and service the Project.

(Q) Relocation of Existing Utilities. The Developer shall be responsible for all construction activities required with regard to existing Utilities (e.g., conduits, pipelines, transmission mains and other Utility equipment and appurtenances), including any relocation of Utilities, whether such construction activities are performed by the Developer or by the owner of the existing Utility. To the extent requested by Developer and subject to applicable Law, the City will provide to Developer the benefit of any provisions in recorded Utility or other easements on or under the Project Site which require the easement holders to relocate at their expense and the City will reasonably assist Developer in obtaining the benefit of all rights the City has under any Utility easement, permit or other right (including contractual rights) pertaining to Utilities on the Project Site, it being understood that such assistance will not entail the initiation of or participation in legal actions or proceedings or the expenditure of City funds.

(R) Notice of Default. The Developer shall provide to the City, promptly following the receipt thereof, copies of any notice of default, breach or non-compliance received under or in connection with any Governmental Approval, or Project Subcontract that may have a material and adverse effect on performance by or on behalf of the Developer of its obligations under this Comprehensive Agreement.

(S) Indemnification in Project Subcontracts. Any and all Project Subcontracts entered into by the Developer to design or build the Project shall require Project Subcontractors to release the City and hold it harmless to the same extent required in Section 22.1 (Developer's Obligations to Indemnify). The release obligations set forth in the Project Subcontracts shall name the City as an express third-party beneficiary with rights of enforcement of such obligation and shall entitle the City to succeed to Developer's rights under such Project Subcontract. The Developer shall include, or cause to be included, in the Project Subcontracts the requirements that all design and construction shall be performed in accordance with applicable Law and this Comprehensive Agreement. Developer shall provide the City with copies (redacted of pricing information) of any and all Project Subcontracts upon request by the City; provided, however, that upon early termination of this Comprehensive Agreement, the Developer shall provide the City with full (unredacted) copies of all Project Subcontracts. The City shall not, however, be construed as a party to any Project Subcontract related to the Project nor shall the City in any way be responsible for any or all claims of any nature whatsoever arising or which may arise from any such Project Subcontracts.

Section 6.2. ACCESS TO AND SUITABILITY OF THE PROJECT SITE

(A) Familiarity with the Project Site. The Developer acknowledges that the Developer's agents and representatives have visited, inspected and are familiar with the Project Site, its surface physical conditions relevant to the obligations of the Developer pursuant to this Comprehensive Agreement, including surface conditions, normal and usual soil conditions, roads, Utilities, topographical conditions and air and water quality conditions; that the Developer is familiar with all local and other conditions which may be material to the Developer's performance of its obligations under this Comprehensive Agreement (including transportation; seasons and climate; access, availability, disposal, handling and storage of materials and equipment; and availability and quality of labor and Utilities), and has received and reviewed all information regarding the Project Site provided to it hereunder or obtained in the course of performing its obligations under this Comprehensive Agreement, has made any other investigations that it deems

necessary to make a determination as to the suitability of the Project Site; and that based on the foregoing, the Project Site constitutes an acceptable and suitable site for the construction of the Project in accordance herewith, and the Project can be constructed on the Project Site by the Scheduled Substantial Completion Date and within the construction cost upon which the Service Fee is based.

(B) Access to Project Site Prior to Commencement of Construction. The execution of this Comprehensive Agreement shall be deemed to constitute the granting of a license to the Developer, who may grant a sublicense – under the terms, and subject to the conditions, hereunder – to those Developer Persons directly performing the Contract Services, in each case, for full access to the Project Site for the purposes of this Comprehensive Agreement, including mobilization and performing engineering, analysis and such additional subsurface and geotechnical studies or tests as deemed necessary by the Developer prior to commencement of construction. The Developer shall assume all risks associated with such activities (except to the extent provided otherwise in Section 6.4 (Regulated Site Conditions) and shall, to the extent and in proportion to the degree of fault or negligence by the Developer in causing any harm, indemnify, and hold harmless the City and the City Indemnitees in accordance with Section 22.1 (Developer’s Obligation to Indemnify) from and against all Loss-and-Expense arising therefrom. The City shall not in any way materially or unduly interfere with the Developer in the performance of its obligations (and exercising of its rights hereunder) under the Comprehensive Agreement in accordance with the terms of the Comprehensive Agreement (having regard always to the interactive nature of the activities of the City and of Developer). To the extent that Developer or its Project Subconsultants cause any damage to any adjoining property, Developer shall promptly restore and repair the same, to the condition existing before such damage, at its sole cost and expense.

(C) Vacating the Project Site and Commencement of Construction. The City shall vacate, and shall require all third parties using or occupying the Project Site to vacate the Project Site on or before the date of the Notice to Proceed as of the Effective Date.

Section 6.3. DIFFERING SITE CONDITIONS¶

(A) Further Investigations and Protection of Utilities. Prior to commencing any trenching or excavations, the Developer shall conduct such further site investigations, including exploratory excavations and further borings, in keeping with Good Design-Build Practice, to confirm the location and type of underground structures that could be damaged as a result of the excavations. Such underground structures include all Utilities and other piping, and manholes, chambers, electrical conduits, wires, tunnels and other existing subsurface work located within or adjacent to the Project Site. Without limiting Developer’s obligations under Section 6.1(P), the Developer shall carefully sustain in their places and support or, if necessary, relocate all underground and surface structures and Utilities located within or adjacent to the Project Site. To the extent any of Developer’s work will or may impact the Utilities of the City facilities and businesses or residents in the area surrounding the Project Site, Developer shall notify, at least five Business Days in advance of such work: (1) the City of any work that might impact Utilities of the City facilities and businesses or residents in the area surrounding the Project Site; and (2) such businesses or residents of such work. To the extent that five Business Days’ advance notice is not feasible, the Developer shall provide as much advance notice as is reasonably possible under the

circumstances to the City and to impacted businesses and residents of the Developer's work.

(B) Discovery of Differing Site Conditions. Upon discovering an alleged Differing Site Condition and before the condition is further disturbed, the Developer shall promptly, after taking appropriate measures to secure the affected Contract Services, notify the City of the alleged Differing Site Condition. The Developer's notice to the City shall be issued by telephone or in person and followed within 24 hours thereafter by written notice, providing a brief description of why the condition encountered is considered a Differing Site Condition. To the extent possible based on the Developer's knowledge at the time of such notice, the Developer's written notice shall describe the specific subsurface geotechnical condition encountered that is alleged to constitute a Differing Site Condition and the measures taken to deal with such Differing Site Condition. Promptly upon, but in no event later than 3 Business Days following receipt of the Developer's notice, the City will investigate or cause to be investigated the alleged Differing Site Condition set out in the Developer's notice.

(C) No relief based on the occurrence of a Differing Site Condition as a Compensation Event under Section 12 (Supervening Event Procedures) shall be allowed for any site condition unless the Developer provides the City with notice in accordance with this Section 6.3 (Differing Site Conditions).

Section 6.4. REGULATED SITE CONDITIONS.

(A) Regulated Site Conditions - Avoidance of Exacerbation. In performing the Contract Services, the Developer shall, in accordance with Good Design-Build Practice, avoid exacerbating any Regulated Site Condition, the location and existence of such which having been disclosed to the Developer in City Environmental Assessments, or that Developer knows or should have known, through physical observation (including any such observation made during excavations) or otherwise, as encountered on the Project Site.

(B) Certain Regulated Site Conditions - City Obligations. If at any time the City receives written notice from a Governmental Body or the Developer, or the Developer receives a written notice from a Governmental Body, that a Regulated Site Condition that differs from those described in the City Environmental Assessments exists that:

- (1) reasonably requires a Response Action or other action in order to comply with applicable Law; or
- (2) interferes or delays with the performance of the Contract Services;
- (3) increases the cost to the Developer of performing the Contract Services; or
- (4) if not remediated or otherwise corrected, would reasonably be expected to result in the Developer incurring costs, liabilities or obligations,

then the Developer shall promptly commence and diligently prosecute Response Actions and, as applicable, such other actions as may be necessary under Good Design-Build Practice to dispose of, remediate, rectify or otherwise correct such Regulated Site Condition in compliance with

applicable Law. The City shall be entitled to perform any Response Action to correct any such Regulated Site Conditions (at the Developer's expense, subject to the resolution of any such contest) after affording the Developer a reasonable opportunity to take such Response Action.

(C) Relief for Certain Regulated Site Conditions. A Regulated Site Condition that differs from those described in the City Environmental Assessments constitutes a Compensation Event, and the Developer shall be entitled to relief in accordance with Section 14.1 (Compensation Events), except to the extent the Developer fails to exercise due care with respect to a disclosed or known Regulated Site Condition as provided in Section 6.4(A) (Regulated Site Conditions - Avoidance of Exacerbation) and to the extent covered by the Required Insurance.

(D) Hazardous Substances. If at any time after the Effective Date, there exists Developer Hazardous Substances, the Developer shall be responsible to undertake, pay for, and complete any remediation or mitigation work that is required on the Project Site by Applicable Law, inclusive of any monitoring required thereafter and satisfying any closure conditions.

Section 6.5. GOVERNMENTAL APPROVALS.

(A) Generally. The Developer shall make all applications and take all other action necessary to obtain and maintain all Governmental Approvals and shall pay all fees, costs and charges due in connection therewith. Where required under applicable Law, such applications shall be made in the name of the City, subject to the City's rights hereunder. The Developer shall manage the process of obtaining the Governmental Approvals in a manner which affords the City a reasonable opportunity to review and comment upon such submittals and all material documentation submitted to and issued by any Governmental Body in connection therewith as provided in Appendix 4 (Technical Requirements). The Developer shall not knowingly take any action in any application, data submittal or other communication with any Governmental Body regarding the Governmental Approvals or the terms and conditions thereof that would impose any unreasonable cost or burden on the City or that would contravene any City policies with respect to the matters contained therein. The City reserves the right to reject, modify, alter, amend, delete or supplement any information supplied, or term or condition proposed, by the Developer which would have the effect described in the preceding sentence.

(B) Permitting Assistance by the City. The City shall provide timely and reasonable assistance to the Developer in connection with the Developer's obligation to obtain and maintain the Governmental Approvals required under this Section 6.5(B), including timely signing permit applications, attending public hearings and meetings of the Governmental Bodies charged with issuing the Governmental Approvals, and providing the Developer with existing relevant data and documents that are within the City's custody or control or are reasonably obtainable by the City and which are reasonably required for such purpose; provided, however, that the City's obligation to provide such reasonable assistance shall be limited, in light of the Developer's primary role in the permitting and development of the Project, only to those actions which are legally required to be taken by the City as permittee or which involve providing information which is in the possession of or reasonably obtainable by the City. The City shall dedicate at least one member of its building permit staff and make available other appropriate staff to serve as a liaison for the Developer to assist with seeking to expedite the permitting process and other Governmental Approvals for the Contract Services. Among other things, such liaison shall use reasonable,

diligent efforts to: seek the expeditious processing of permits; meet with the Developer's Representative and the Developer; act as a liaison to coordinate any necessary inspections from City agencies or regulatory bodies; and coordinate meetings between the Developer's Representative and City staff necessary to address questions associated with processing applications to City agencies and regulatory bodies. The covenants contained in this Section 6.5(B) (Permitting Assistance by the City) shall not obligate the City to staff the Developer's permitting or development efforts, to undertake any new studies or investigations with respect to the Project, or to affirmatively seek to obtain the issuance of the Governmental Approvals, nor shall they impair, waive or supersede the City's Sovereign rights in accordance with Section 23.11 (Actions of the City in its Governmental Capacity).

(C) Developer Assumption of Permitting Risk for Contract Services. Subject to Developer's right to seek an extension of time (and where applicable, compensation) under an applicable Relief Event or additional compensation under an applicable Compensation Event, in each case, subject to the conditions thereupon, the Developer explicitly assumes the risk of obtaining and maintaining the Governmental Approvals, including the risk of delay, non-issuance or imposition of any term or condition in connection therewith by a Governmental Body. In assuming this risk, the Developer acknowledges in particular that the Governmental Body issuing any Governmental Approval may impose terms and conditions which require the Developer to make changes or additions to the Project or Project operations which may increase the cost or risk to the Developer of performing the Contract Services, all of which costs or risks shall be for the account of and borne by the Developer.

Section 6.6. DEVELOPER DESIGN – GENERALLY.

(A) Acknowledgements Regarding Interim Development Agreement. The parties acknowledge that the Developer performed certain portions of the Contract Services pursuant to the Interim Development Agreement, which generally consisted in advancement of design work, engineering, Project planning, technical studies and investigations (including hazardous materials, environmental and historical feature investigations and assessments), mapping and surveying (including design and construction surveys), and permitting, among other things. Notwithstanding performance thereunder, and any City approval or acceptance of any such portions of the Contract Services thereunder, the Developer is not relieved of any of its obligations under this Comprehensive Agreement, and no such approval or acceptance under the Interim Development Agreement constitutes approval or acceptance of the Contract Services as having satisfied the Contract Standards hereunder, nor shall any such approval or acceptance prevent the City from raising an objection or comment on any subsequent submission by or on behalf of the Developer, prevent the City from identifying any nonconforming Contract Services, or otherwise transfer, or be deemed to transfer, any or all responsibility or liability for such Contract Services, including specifically design work and engineering services. The Developer acknowledges and agrees that the Developer shall have the sole and exclusive responsibility and liability for the design, construction and performance of the Project hereunder, notwithstanding the Interim Development Agreement.

(B) Design Considerations. The design for the Project has been and will be undertaken and performed by the Developer, and the further design for the Project shall:

(1) be undertaken by a design team exercising such degree of care, skill and diligence as would reasonably be expected from consultants qualified to perform services similar in scope, nature and complexity to the design, as of the date of this Comprehensive Agreement, and the Developer shall appoint a design team that:

(a) is so qualified;

(b) includes (as required by applicable Law) licensed or registered professional engineers and architects; and

(c) has sufficient expertise and experience to expeditiously and efficiently perform all of the design in a proper and professional manner to the standard set out in this Comprehensive Agreement;

(2) include specific consideration of “constructability” and “life cycle” cost issues at all stages of design, as appropriate; and

(3) include consideration of efficient and cost-effective operation and maintenance.

(C) City Review and Comment on Design Documents.

(1) The Developer shall provide the City with the Design Documents submittal protocol in accordance with the specific requirements set forth in Appendix 4 (Technical Requirements). The City shall have the right to review and comment on all Design Documents as provided in Appendix 4 (Technical Requirements) in order to confirm the compliance and consistency of the Design Documents with Appendix 4 (Technical Requirements), the Design and Construction Standards, and Good Industry Practice. In no event shall the Developer proceed with the physical construction of any particular segment of the Contract Services without first complying with the requirements of the design submittal protocol and Appendix 4 (Technical Requirements).

(2) The Developer shall give due consideration and provide written responses, in the time and manner provided in Appendix 4 (Technical Requirements), to any comments delivered by the City as to the Developer’s Design Documents. Save to the extent the Developer is entitled to a Compensation Event pursuant to Section 6.9(E) (Notice of Covering Contract Services), neither compliance by the Developer with Appendix 4 (Technical Requirements) and the Design and Construction Standards, nor review and comment by the City of the Developer’s Design Documents, nor any failure or delay by the City in commenting on any Design Documents shall in any way relieve the Developer of full responsibility for the design and construction of the Project in accordance with the Contract Standards, subject to the last sentence of Section 6.1(B) (Developer Control of the Contract Services; No City Responsibility).

(3) The parties acknowledge and agree that the Design Documents listed in Appendix 12 have complied with the design submittal protocol, reflect the Developer’s due consideration of the City’s comments thereto, and that the City accepts such Design Documents and, subject to other constraints under applicable Governmental

Approvals or applicable Law, or otherwise under this Comprehensive Agreement, afford the Developer authorization to proceed with the physical construction of applicable segments of the Contract Services. Furthermore, the Developer acknowledges that Developer has no basis for claim, and hereby waives any right to asset a claim, of a Compensation Event under clause (2) above as to such Design Documents listed in Appendix 12.

(D) Documents at the Project Site. The Developer shall maintain at the Project Site all Design Documents and other design and construction documents, including a complete set of all Record Documents. These documents shall be available to the City for reference, copying and use, and a complete set thereof shall be delivered to the City upon completion of the Contract Services.

(E) Ownership of Design, Proposal. The City shall own the Design Documents. Those portions of the Design Documents that are “typical” in buildings may be used by the Developer and its Architect on other projects. In addition, those portions of the Design Documents that are not unique to the Project may be used by the City and its agents on other projects, in particular, in connection with other Fire Rescue Facilities; provided, however, that the foregoing shall not be construed to limit use of the Design Documents, more generally, for reference purposes. The City is the owner of the Proposal. In no case, however, shall use by Developer or the Architect of any such Design Documents for any reason not relating to the Project give rise to any liability to the City or any councilperson and other officeholder or employee thereof, or to any agents, representatives, consultants, attorneys, contractors, or any member, manager, officer, director, share/stockholder, partner, employee, agent, representative, or other consultant, attorney, or contractor to any of them, or to any of the foregoing’s successors and permitted assigns, and, in addition to its obligations under Section 22.2(G), the Developer shall, or shall cause the Architect to, indemnify any of the foregoing against any claim or loss arising out of, relating to, or resulting from any such use.

Section 6.7. DEVELOPER DESIGN - REQUIREMENTS

Without limiting the Developer’s representation and warranty in Section 2.2(G) (Information, Design Documents Supplied by the Developer), the Developer shall prepare all Design Documents necessary or appropriate to carry out and complete the Contract Services. As of the Effective Date, the Developer’s design for the Project is not complete. The Design Documents, as further developed (if applicable) pursuant to Appendix 4 (Technical Requirements) and the Design and Construction Standards shall form the basis of design for the Project and all design work shall be completed in accordance therewith. All the Developer working and final Design Documents shall comply with all applicable requirements of Appendix 4 (Technical Requirements) and the Design and Construction Standards, and the Developer shall ensure that the Project is constructed to a standard of quality, integrity, durability and reliability which is equal to or better than the standard established thereby, subject to the last sentence of Section 6.1(B) (Developer Control of the Contract Services; No City Responsibility).

Section 6.8. CONSTRUCTION PRACTICE, SAFETY AND SECURITY

(A) Means and Methods. The Developer shall perform the Contract Services in

accordance with the Contract Standards and shall have exclusive responsibility for all construction means, methods, techniques, sequences, and procedures necessary or desirable for the correct, prompt, and orderly prosecution and completion of the Contract Services as required by this Comprehensive Agreement. The responsibility to provide the construction means, methods, techniques, sequences and procedures referred to above shall include, but shall not be limited to, the obligation of the Developer to provide the following construction requirements: temporary offices and construction trailers; required design certifications; required approvals; weather protection; clean-up and housekeeping of the Project Site; construction trade management; temporary parking; vehicle traffic; safety and first aid facility and equipment; correction of or compensation for defective work or equipment; Project Subcontractor' insurance; storage areas; workshops and warehouses; temporary fire protection; security of the Project Site; temporary Utilities; potable water; sanitary services; Project Subcontractor and vendor qualification; receipt and unloading of delivered materials and equipment; erection rigging; temporary supports; and construction coordination.

(B) Safety and Security. The Developer shall maintain safety and security at the Project Site at all times prior to the Substantial Completion Date at a level consistent with the Contract Standards. Without limiting the foregoing, the Developer shall:

(1) Take all precautions reasonably necessary for the safety and security of the Contract Services and provide all protections reasonably necessary to prevent damage, injury or loss caused by trespass, negligence, vandalism, malicious mischief or any other course related to the Contract Services, for:

- (a) workers at the Project Site and all other persons who may be involved with deliveries or inspections;
- (b) visitors to the Project Site;
- (c) passersby, neighbors and adjacent properties;
- (d) materials and equipment under the care, custody or control of the Developer, Project Subcontractor on the Project Site;
- (e) other property constituting part of the premises or the Project under construction; and
- (f) City property;

(2) establish and enforce all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards;

(3) implement a comprehensive safety program in accordance with applicable Law;

(4) give all notices and comply with all applicable Law relating to the safety of persons or property or their protection from damage, injury or loss;

- (5) operate and maintain all equipment in a manner consistent with the manufacturer's safety requirements;
- (6) provide for safe and orderly vehicular movements;
- (7) comply with Appendix 4 (Technical Requirements); and
- (8) develop and implement a written site-specific security health and safety plan (the "Security Health and Safety Plan") to be delivered to the City 15 days after the Effective Date, and subject to the City's approval, that includes management commitment to maintaining a secure, safe workplace, employee participation, hazard and security evaluation and controls, employee training and periodic inspections which shall:
 - (a) require the Project Subcontractors to work and implement the Security Health and Safety Plan;
 - (b) comply with the Developer's on-site security and safety requirements and to designate a qualified safety professional whose duty shall be the implementation of safety rules at the Project Site and monitoring compliance of Project Subcontractor employees with the Security Health and Safety Plan; and
 - (c) otherwise comply with the requirements (including OSHA compliance) set forth in Appendix 4 (Technical Requirements).

Section 6.9. CONSTRUCTION MONITORING, OBSERVATIONS, TESTING, UNCOVERING, AND CORRECTION OF WORK.

(A) Observation and Design Review Program. During the progress of the Contract Services through Final Completion, the Developer shall at all times afford the City every reasonable opportunity for observing all Contract Services, and shall comply with the Contract Services review procedures set forth in Appendix 4 (Technical Requirements). The Developer shall use all reasonable efforts to provide City employees with safe access to the Contract Services. During any such observation, all representatives of the City shall comply with the Security Health and Safety Plan for the Contract Services applicable to areas visited and all reasonable instructions or directions made by the Developer in this respect, and shall not interfere with the Developer's performance of any Contract Services. The Developer shall, upon reasonable notice, cooperate with the City to arrange for tours of the Project Site at reasonable times during normal working hours during construction, provided that all such tours do not interfere with the progress of the Contract Services. The Developer shall provide the City reasonable advance notice of all scheduled inspections by Governmental Bodies to determine compliance of the construction with applicable Laws.

(B) Developer Tests and Inspections. The Developer shall conduct all tests of the Contract Services (including shop tests) or inspections required by the Contract Standards. The Developer shall give the City reasonable advance notice (at least one Business Day) of tests or inspections prior to the conduct thereof; provided, however, that in no event shall the City's inability, failure or refusal to attend or be present at or during any such test or inspection delay the conduct of such test or inspection or the performance of the Contract Services. All analyses of test

samples shall be conducted by persons appearing on lists of laboratories authorized to perform such tests by the City or federal agency having jurisdiction and shall be subject to the approval of the City, which approval shall not be unreasonably withheld, it being understood and agreed, that as of the Effective Date, GFA International, a Universal Engineering Sciences company, is authorized to perform tests for which it is qualified. In addition to the foregoing, Commissioning tests of the completed Project shall be conducted in accordance with Section 9.1(A)(6)) (Commissioning).

(C) City Tests, Observations and Inspections.

(1) The City, its employees, agents, representatives and contractors (which may be selected in the City's discretion), specifically including the Owner's Representative, shall have the right, at all times but following at least one Business Day's prior notice, to review the Design Documents to confirm compliance of the Project with the requirements of Appendix 4 (Technical Requirements), the Design and Construction Standards, and applicable Law, and, at any reasonable time and with reasonable notice, to inspect the Project during construction, conduct such on-site observations and inspections, and such civil, structural, mechanical, electrical, chemical, or other tests as the City deems necessary or desirable to ascertain whether the Contract Services complies with this Comprehensive Agreement, including but not limited to, testing construction materials. The City's costs of any such test, observation or inspection shall be borne by the City, unless such test, observation or inspection reveals a material failure of the Contract Services to comply with this Comprehensive Agreement or applicable Law, in which event the Developer shall pay all reasonable costs and expenses of such observation, inspection or test within 30 Business Days of receipt of an invoice from the City. In the event that any requested test, observation or inspection causes a delay in the Project Schedule, the Scheduled Substantial Completion Date shall be adjusted to reflect the actual period of time needed for completion as directly caused by the requested testing, but only if such testing, observation or inspection does not reveal any material failure or non-compliance as set forth herein.

(2) If the specifications, the City, the City Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the Developer shall give the City Representative and City Engineer timely notice of its readiness for inspection. If any such construction work should be covered up by Developer and City Representative or City Engineer desires to inspect or re-inspect such work for any reason, at the sole discretion of City Representative or City Engineer, such work must be uncovered for examination, at the Developer's expense. If the uncovered work is determined to be in compliance with the requirements of this Comprehensive Agreement, City will reimburse Developer for the additional costs incurred by Developer to uncover the work and restore the same to its previous condition and the Substantial Completion Date shall be extended to the extent of adverse impacts on the critical path of the then-current Project Schedule directly resulting from the uncover and restoration work.

(3) Any oversight, inquiry, investigation, inspection, examination, review, test, or observation undertaken by or on behalf of the City and any Governmental Body does not constitute acceptance of any of the materials, equipment, or other permanent

works of the Contract Services investigated, inspected, etc., nor shall it constitute a waiver of any warranty or legal or equitable right with respect thereto. The City may request remedies for nonconforming Contract Services or identify additional Contract Services that must be performed to bring the Project into compliance with the Contract Standards, whether or not previous oversight, inquiries, investigations, inspections, examinations, reviews, tests, or observations were conducted or waived by or on behalf of the City or any such Governmental Body.

(D) Certificates and Reports. The Developer shall secure and deliver to the City promptly, at the Developer's sole cost and expense, all required certificates of inspection, test reports, work logs, and approvals with respect to the Contract Services as and when required by the Contract Standards. The Developer shall provide to the City, immediately after the receipt thereof, copies of any notice of default, breach or non-compliance received by the Developer under or in connection with any Governmental Approval or Project Subcontract.

(E) Notice of Covering Contract Services. The Developer shall identify as an agenda item for OAC Meetings the Developer's upcoming schedule with respect to the covering and completion of any Contract Services as well as notice of any intended inspection or testing of any Contract Services. The Developer shall provide City reasonable prior notice of any change to the schedule presented at the prior OAC Meetings, so as to afford the City a reasonable opportunity to witness such covering, completion, inspection, or testing of Contract Services. At the City's written request, by or through the Owner's Representative or City Representative, the Developer shall take apart or uncover for inspection or testing any previously-covered or completed Contract Services; provided, however, that: (1) the City's right to make such requests shall be limited to circumstances where there is a reasonable basis for concern by the City as to whether the disputed Contract Services complies with the requirements of this Comprehensive Agreement; and (2) the cost of uncovering, taking apart, or replacing such Contract Services, along with the costs related to any delay in performing Contract Services caused by such actions, shall be borne as follows:

(1) by the Developer, if:

(a) such Contract Services was covered prior to any observation or test required by the Contract Standards or prior to any observation or test for which the City was not provided reasonable advance notice hereunder and did not have the appropriate observers observe the test; or

(b) such observation or test reveals that the Contract Services does not comply with this Comprehensive Agreement; and

(2) by the City, promptly following receipt of an invoice therefor from the Developer, if such observation or test reveals that the Contract Services complies with this Comprehensive Agreement.

(F) Meetings and Contract Services Review. The Developer and the City shall conduct periodic meetings in accordance with Appendix 4 (Technical Requirements).

(G) Correction of Contract Services. The Developer shall complete, repair,

replace, restore, re-perform, rebuild and correct promptly any Contract Services which does not conform with the Contract Standards. The City may elect by Change Order, at the Developer's request, to accept non-conforming Contract Services and charge the Developer (through an adjustment to the Service Fee) an amount agreed upon by the parties by which the value of the Developer's services or Contract Services has been reduced. The obligations specified in this subsection establish only the Developer's specific obligation to correct the Contract Services and shall not be construed to establish any limitation with respect to any other obligations or liabilities of the Developer under this Comprehensive Agreement. This subsection is intended to supplement (and not to limit) the Developer's obligations under the Commissioning tests, Substantial Completion Conditions and any other provisions of this Comprehensive Agreement or applicable Law.

Section 6.10. FURNITURE, FIXTURES AND EQUIPMENT.

(A) Developer Responsibilities. Excluding City Furnished Equipment, the Developer shall procure, furnish, pay for and install all general facility/building system requirements for the Project set forth in Appendix 4 (Technical Requirements) and the appendices thereto as a responsibility of the Developer and otherwise required by the Contract Standards which shall include, but not be limited to, all of the building systems infrastructure (wiring, conduits, etc.) required for the proper installation and functioning of the City Furnished Equipment. The Developer shall furnish, pay for and install all furniture, fixtures and equipment required for the Project under the Contract Standards and as indicated on Appendix 7 (Equipment and Furniture Schedule) and shall install City Furnished Equipment as so indicated.

(B) Selection, Payment, and Installation of City Furnished Equipment. The City shall identify, select and purchase all City Furnished Equipment the City requires for the Project as more specifically set forth in Appendix 4 (Technical Requirements) and Appendix 7 (Equipment and Furniture Schedule) and the appendices thereto as a responsibility. City shall install City Furnished Equipment as indicated on Appendix 7. The City shall determine the locations at which the City Furnished Equipment is to be installed. The City shall advise the Developer, in connection with the establishment and periodic revision of the Project Schedule, as to the nature and quantity of the City Furnished Equipment the City plans to supply, and the expected dates of delivery and installation. The City shall use commercially reasonable efforts to ensure the earliest dates of delivery, it being the City's intent not to adversely impact the progress of the Project and unduly or unnecessarily delay Developer's Contract Services. The parties shall agree during the OAC Meetings on a schedule for the delivery and installation of the City Furnished Equipment that is consistent with and will not cause a material delay in the Project Schedule; provided, however, that the Developer shall provide the City and its contractors, consultants, and installers with access to the Project to allow the City, its contractors, consultants, and installers to configure, deploy, and install City Furnished Equipment. The City shall be responsible for the delivery and installation (when indicated in Appendix 7 and as coordinated through the OAC Meeting(s)) of any City Furnished Equipment, and shall not unreasonably interfere with the Contract Services in connection therewith. The Developer shall provide reasonable assistance to the City in all coordination, scheduling, delivery and installation activities related to the City Furnished Equipment. At a minimum, during the access periods coordinated with the Developer by the City, the Developer shall provide, if reasonably available: stable, steady, and continuous air-conditioning, power, and lighting; the presence of the Developer's low voltage installation

contractor while the City is working; complete and accurate set of Design Documents and as-built diagrams; a staging area with the building with secure locks on the building for delivery; finished information technology-related rooms and spaces that are free from dust and conducive for the successful configuration, deployment, and commissioning of City Furnished Equipment in the Project; and a dumpster for the City to utilize for trash removal.

(C) Obligations As To City Furnished Equipment. City Furnished Equipment shall be deemed to be part of the Project only to the limited extent of the Developer's obligations with respect thereto as provided in this subsection. Otherwise, the City Furnished Equipment shall not be deemed to be part of the Project, and the City shall be responsible for the maintenance, repair and replacement thereof.

Section 6.11. RESERVED.

Section 6.12. CITY-PURCHASED MATERIALS

In connection with the preparation of any Change Order, the parties intend to use commercially reasonable efforts to arrange for tax exempt material purchases ("City-Purchase Material" or "CPM") where use of the process set forth in this Section 6.12 (City-Purchased Materials) would not reasonably be expected to unreasonably delay progress of the Contract Services. In such instances, the Developer shall also prepare an initial deductive Change Order for the total amount of the sales Tax recovery based upon the amount paid in such sales Tax. For each item of CPM, the Developer shall prepare a "CPM Purchase Order," consecutively numbered, excluding sales tax, between the City and the supplier/vendor and forward it to the City. Retainage shall not be held on materials purchased pursuant to this Section 6.12 (City-Purchased Materials). Materials shall be delivered to the Project Site, and Developer shall validate the materials manifest to the invoice. Developer shall cause the supplier/vendor to invoice the City in the care of the Developer or Project Subcontractor, which will review and approve it before forwarding it to the City. The City will pay the supplier/vendor.

Section 6.13. WARRANTIES OF CONTRACT SERVICES.

(A) The Developer shall, for the protection of the City, obtain from the Project Subcontractors, vendors, suppliers and other persons from which the Developer procures structures, improvements, fixtures, machinery, equipment and materials to be incorporated in the Project such warranties and guarantees as are normally provided with respect thereto or, to the extent superior in scope or length, as are specifically required in Appendix 4 (Technical Requirements) and the Contract Standards. No such warranty shall relieve the Developer of any obligation hereunder, and no failure of any warranted or guaranteed structures, improvements, fixtures, machinery, equipment or material shall be the cause for any increase in the Service Fee or excuse any non-performance of the Contract Services. The Developer shall enforce such warranties and guarantees as provided in Section 9.8(A)(5) (Enforcement of Project Warranties).

(B) The Developer shall guarantee all of its work, including but not limited to all work related to construction of the Project and all related amenities for a period of one year following the Substantial Completion Date. Upon receipt of notice from the City of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be

replaced promptly with new parts or materials by the Developer or Manufacturer at no expense to the City. In the event the Developer fails to make the necessary repairs or replacements within thirty (30) days after notification by the City, the City may accomplish the work at the expense of the Developer.

(C) The Developer shall provide the City with a written warranty of its work and with a copy of the manufacturer's warranty as it relates to the materials and parts used to Project.

SECTION 7

CHANGES TO DESIGN AND CONSTRUCTION

Section 7.1. CHANGES GENERALLY

The Developer acknowledges the City's material interest in each provision of Appendix 4 (Technical Requirements), including the Design and Construction Standards, and agrees that, subject to Section 7.3 (Technical Requirements Changes Made Due to Compensation Events), no Technical Requirements Changes shall be made except with the consent of the City, which consent may be withheld or conditioned in its reasonable discretion taking into account the standards of quality, integrity, durability and reliability established for the Project by the Contract Standards. Any such changes shall be evidenced by a Contract Administration Memorandum, Comprehensive Agreement Amendment, or Change Order, as applicable. The City shall review and comment upon the final design of the Project, which shall also be subject to the approval of the City. The Developer shall design the Project such that the appearance of the Project is in compliance with Appendix 4 (Technical Requirements) and the Design and Construction Standards applicable to such matters. The parties acknowledge that reasonable, minor Technical Requirements Changes shall be permitted in the final design of the Project with City and Developer approval or consent, to be granted, denied or condition by each party acting reasonably, and to be followed by the execution of a Contract Administration Memorandum. Examples of such reasonable, minor variations in the final design include thickness, level and composition of individual structural members; exact dimensions of rooms (to the extent overall functionality is not impaired or total square footage decreased); exact size, weight and height of mechanical components; and dimensions, ratings and positions of electrical cables, and control panels.

Section 7.2. TECHNICAL REQUIREMENTS CHANGES MADE AT DEVELOPER REQUEST

The Developer shall give the City written notice of, and reasonable opportunity to review and comment upon, any Technical Requirements Change proposed to be made at the Developer's request. The notice shall contain sufficient information for the City to determine that the Technical Requirements Change:

(A) does not diminish the capacity of the Project to be operated so as to meet the Contract Standards;

(B) does not impair the quality, integrity, durability and reliability of the

Project;

(C) is reasonably necessary or is advantageous for the Developer to fulfill its obligations under this Comprehensive Agreement; and

(D) is feasible.

The City shall have the right, acting reasonably, to accept, reject or modify any Technical Requirement Change proposed by the Developer. Any such Technical Requirements Change accepted or modified by the City, and any related change in the terms and conditions of this Comprehensive Agreement, shall be reflected in a Change Order.

Section 7.3. TECHNICAL REQUIREMENTS CHANGES MADE DUE TO COMPENSATION EVENTS¶

Upon the occurrence of a Compensation Event prior to the Substantial Completion Date, the City shall promptly proceed, subject to Section 12 (Supervening Event Procedures), to make or cause to be made all Technical Requirements Changes reasonably necessary, if any, to address the Compensation Events. The Developer and the City shall consult concerning possible means of addressing and mitigating the effect of any Compensation Event, and the Developer and the City shall cooperate in order to minimize any delay, lessen any additional cost and modify the Project so as to permit the Developer to continue providing the Contract Services in light of such Compensation Events. The design and construction costs resulting from any such Technical Requirements Change, to the extent payable by the City pursuant to Section 14 (Compensation Events) shall be paid directly by the City to the Developer in accordance with Section 15.5 (Payment Obligations of the City for Additional Contract Services). Any Technical Requirements Change made on account of Compensation Events, and any related change in the terms and conditions of this Comprehensive Agreement, shall be reflected in a Change Order.

Section 7.4. TECHNICAL REQUIREMENTS CHANGES MADE AT CITY DIRECTION¶

(A) The City shall have the right, but not the obligation, to make Technical Requirements Changes at any time prior to the Substantial Completion Date at its discretion for any reason whatsoever, whether and however the exercise of such rights affects this Comprehensive Agreement (each, a “City Change”) so long as such City Change does not contravene the limitations referred to in Section 7.5 (Restrictions on Technical Requirements Changes).

(B) Upon receipt by the Developer of the City’s notification of a contemplated change, the Developer shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, including but not limited to, Developer’s markup for general conditions, insurance costs, bond costs, and Developer’s overhead and profit; (2) notify the City of any estimated change in the completion date; and, (3) advise the City if the contemplated change shall affect the Developer’s ability to meet the completion dates or schedules of this Comprehensive Agreement. The Developer shall certify in its estimate that the cost or pricing data submitted is accurate, complete and current as of a mutually specified date prior to the pricing of the Technical Requirements Change.

(C) If the City so instructs in writing, the Developer shall suspend work on that portion of the Contract Services affected by a contemplated change, pending the City's decision to proceed with the change. Without limiting Developer's obligations under Section 23.6(A) (Mitigation by the Developer), the City shall be responsible for direct costs and critical path delays arising directly from the suspension, as part of the Change Order prepared under Section 7.4(D) or, if the City does not elect to make the change, by separate Change Order as a City Fault under clause (4) of its definition, it being understood and agreed by the parties that the suspension instruction is not, itself, a basis for assertion of City Fault.

(D) If the City elects to make the change, the City shall initiate a Change Order and the Developer shall not commence work on any such change until such Change Order is signed by the Developer and approved and executed by the City Representative and approved by the City Council if required by the City's procurement code.

Section 7.5. RESTRICTIONS ON TECHNICAL REQUIREMENTS CHANGES.

The City shall not at any time during the Term require, and the Developer may refuse to implement, a Change Order (relating to a City Change or a Technical Requirements Change made due to a Compensation Event) that:

- (A) would be contrary to applicable Law;
- (B) would render any policy of Required Insurance void or voidable unless the City agrees to provide replacement insurance or other security reasonably satisfactory to the Developer;
- (C) would cause the revocation of any Governmental Approval required for the Developer to perform its obligations under this Comprehensive Agreement, and such Governmental Approval would not, using reasonable efforts, be capable of amendment or renewal;
- (D) would require a new Governmental Approval for the Developer to perform its obligations under this Comprehensive Agreement, which Governmental Approval would not, using reasonable efforts by the Developer or the City, as applicable, be obtainable;
- (E) would materially and adversely affect the risk allocation and payment regime under this Comprehensive Agreement with respect to the Contract Services, unless the material and adverse effects of such a Change Order on the Contract Services is remedied by the City to the Developer's reasonable satisfaction;
- (F) the Developer would not, using commercially reasonable efforts, be able to implement within the time specified; or
- (G) would result in a change to the essential nature of the Project

SECTION 8

[RESERVED]

SECTION 9

SUBSTANTIAL COMPLETION, FINAL COMPLETION

Section 9.1. SUBSTANTIAL COMPLETION¶

(A) Conditions to Substantial Completion. “Substantial Completion” shall occur 396 days after the issuance of the Notice to Proceed and the following conditions have been satisfied, as determined by the City Representative and evidenced by a “Certificate of Substantial Completion,” except to the extent that any or all of such conditions have been waived by the City:

(1) Physical Completion. Construction of the Project is physically complete and all Contract Services pertaining to the Project, except the items on the Punch List, is complete and in all respects is in compliance with this Comprehensive Agreement;

(2) Project Equipment. The Project Equipment is installed such that the Project Equipment is ready for its intended use, in good and working order, and free from any defects, except for Punch List Items;

(3) Temporary Certificate of Occupancy. Temporary certificate of occupancy is issued by the Governmental Body having jurisdiction and the only outstanding requirements are Punch List Items;

(4) Safety and Security Systems. The Project’s security and safety systems are functional in accordance with the requirements set forth in this Comprehensive Agreement;

(5) Utilities. All Utilities specified or required under this Comprehensive Agreement to be arranged for or by the Developer are connected and functioning properly;

(6) Commissioning Generally. The Developer shall comply with the Commissioning requirements of Appendix 4 (Technical Requirements) and shall, as provided therein:

(a) prepare a detailed Commissioning Plan for the conduct of the Commissioning Tests, meeting the minimum requirements set forth therein;

(b) conduct Commissioning activities during design and construction;

(c) perform Commissioning Tests necessary to demonstrate occupancy;

(7) Commissioning Tests Report. Promptly upon its completion of the Commissioning Tests, the Developer shall deliver to the City Representative a copy of the Commissioning Tests report prepared by or on behalf of the Developer pursuant to Appendix 4 (Technical Requirements);

(8) Architect Letter. The Architect has issued a letter of confirmation to the City Representative indicating that all buildings and systems at the Project are ready for use and, to the best of its knowledge and belief, having undertaken a reasonable investigation of the Project, as completed, excepting only Punch List Items, have each been designed and built in accordance with this Comprehensive Agreement

(9) No Encumbrances. There are no Encumbrances registered or recorded on the Project Site or any part of the Project other than Permitted Encumbrances;

(10) Ready for Use. The Project in its entirety is “ready for use” for the purposes of normal fire rescue and other related City operations;

(B) Notice of Substantial Completion. The Developer shall give the City Representative and the Owner’s Representative at least 45 days prior written notice (“Substantial Completion Notice”) of the date on which it anticipates the Project will be in a condition necessary to satisfy the Conditions of Substantial Completion and the dates on which it is intended that the City Representative will carry out the inspections of the Project. The City Representative shall inspect the Project no later than five Business Days following the date of the request. The Developer shall provide City with all documentation required to meet the conditions for Substantial Completion at least ten Business Days prior to the inspections.

(C) Certificate Issuance. In determining whether there is an entitlement for the issuance of an Certificate of Substantial Completion, the City Representative shall witness such tests and investigations and make such inquiries as are reasonably necessary or advisable to the question as to whether the Conditions of Substantial Completion have been satisfied. Provided, however, that the obligation to witness tests and investigations and make inquiries shall not apply where it is clear that the Conditions of Substantial Completion have not been met. If the City Representative determines that the Conditions of Substantial Completion have been satisfied, the City Representative shall deliver, within five Business Days from the inspection referred to in subsection (B) of this Section, a duplicate signed original Substantial Completion Certificate to the Developer.

(D) Deficiencies. If, upon inspection and review, the City Representative determines that any of the Conditions of Substantial Completion have not been satisfied, the City shall identify any deficiencies in a written report delivered as soon as possible but no later than five (5) Business Days following the date of the inspection performed under subsection (B) of this Section. The Developer shall thereupon act with the highest level of diligence and expediency to rectify all such matters. As soon as the Developer has completed all required rectification actions, the Developer may give a new Substantial Completion Notice. Upon the Developer’s notification of such rectification to the City and issuance of a new Substantial Completion Notice, the City Representative shall confirm such rectification and issue a duplicate signed original Substantial Completion Certificate to the Developer as soon as possible but no later than three (3) Business Days following the date the City Representative determines that such rectification has been completed or shall issue a revised report identifying all deficiencies that need to be corrected. This process shall continue until the Substantial Completion Certificate has been issued.

(E) Effect of Issuance. The Certificate of Substantial Completion shall establish

the Substantial Completion Date and be final and binding on the City and the Developer with respect to the occurrence of the Substantial Completion Date.

(F) Matters Not Affected By Certificate Issuance. Neither the issuance of the Certificate of Substantial Completion, nor any use by the City of any part of the Project or the commencement of any fire rescue activities under the terms of this Comprehensive Agreement, shall:

(1) limit the obligations of the Developer under this Comprehensive Agreement, including its obligation to complete the Work in accordance with this Comprehensive Agreement and to remedy any defects, deficiencies or items of outstanding Contract Services existing or discovered prior to or after the date of the Certificate of Substantial Completion or the date of the Punch List;

(2) be construed as an approval by the City of the Project or the manner in which the Contract Services has been carried out by the Developer; or

(3) have any effect other than as specified in subsection (E) of this Section.

The City shall retain all of its rights with respect to any matter not affected by the issuance of the Certificate of Substantial Completion.

Section 9.2. RESERVED ¶

Section 9.3. PUNCH LIST ITEMS ¶

(A) Punch List. The City Representative, in conjunction with the Developer, shall, prior to inspection of the Project to determine whether the Project has met the Substantial Completion Conditions, prepare a list of all Punch List Items (the "Punch List") identified at that time and an estimate of the cost and the time for rectifying such Punch List Items. The City shall not withhold the Certificate of Substantial Completion by reason solely that there are Punch List Items, understanding, however that disagreements between the parties as to the existence and scope of items to be included on the Punch List may impede the satisfaction of the Certificate of Substantial Completion. The Punch List shall be a statement of repairs, corrections and adjustments to the Contract Services, and incomplete aspects of the Contract Services, which, in the City Representative's and Developer's reasonable estimations:

(1) the Developer can complete before the Final Completion deadline provided in Section 9.8 (Final Completion), and with minimal interference to the occupancy and use of the Project; and

(2) would represent, to perform or complete, a total cost of not more than 1% of the portion of the price payable under the Comprehensive Agreement.

(B) Minimal Impact on Project Operations. The Punch List shall contain the schedule for the completion and rectification of the Punch List Items. In determining the relevant time for rectifying Punch List Items, the Developer shall schedule the completion and rectification

of Punch List Items so as to minimize, to the greatest extent reasonably possible, any impairment of Riviera Beach Fire Rescue's use and enjoyment of the Project.

(C) Deferral of Substantial Completion Requirements. The City may, in its discretion, defer (in writing), any Substantial Completion Condition, and the failure to meet any such requirement shall constitute a Punch List Item.

(D) Rectification of Punch List Items. The Developer shall complete and rectify all Punch List Items within 30 days of the Substantial Completion Date. The Developer acknowledges and agrees that the completion and rectification of Punch List Items may require work outside of normal working hours in order to accommodate the efficient operation of the Project and conduct of Riviera Beach Fire Rescue activities. The City shall accommodate all reasonable requests for access to allow for the prompt completion of the Punch List per the time provided in this Comprehensive Agreement.

(E) Failure to Rectify Punch List Items. In the event that the Developer fails to complete and rectify the Punch List Items specified in the Punch List within the time period specified pursuant to subsection (D) of this Section:

(1) the City may withhold from the Service Fee a holdback amount that is 150% of the amount estimated by the City Representative for the City to complete and rectify Punch List Items (to the extent then outstanding); and

(2) the City may engage others to perform the work necessary to complete and rectify the Punch List Items, at the risk and cost of the Developer, and the City may deduct such cost from the holdback amount set forth in Section 9.3(E)(1).

(F) Upon completion and rectification of all of the Punch List Items pursuant to this subsection, the City shall release to the Developer the then remaining amount of the holdback. If the cost of such completion and rectification exceeds the amount of such holdback, then the Developer shall reimburse the City for all such excess cost.

Section 9.4. SCHEDULED SUBSTANTIAL COMPLETION DATE AND LONGSTOP DATE;

(A) Scheduled Substantial Completion Date Defined. The Scheduled Substantial Completion Date is the date that is 396 days following the NTP, as such date may be extended as provided in subsection (C) of this Section.

(B) Longstop Date Defined. The Longstop Date is the date that is 120 days following the Scheduled Substantial Completion Date, as such date may be extended as provided in subsection (C) of this Section.

(C) Extension for Supervening Events. If a Supervening Event occurs between NTP and the Scheduled Substantial Completion Date, the Scheduled Substantial Completion Date and the Longstop Date shall be extended for such time as is reasonable in the circumstances to take account of the effect of the delay on any critical path matter in the Project Schedule caused by the Supervening Event.

Section 9.5. FAILURE TO ACHIEVE SUBSTANTIAL COMPLETION BY THE SCHEDULED SUBSTANTIAL COMPLETION DATE.

(A) In the event the Developer fails to satisfy the Substantial Completion Conditions by the Schedule Substantial Completion Date, then a Developer Event of Default hereunder shall be deemed to have occurred and the City may assess City Liquidated Damages until the earliest of (a) achievement of Substantial Completion, (b) the Longstop Date, and (c) termination in accordance with Section 20 (Other Termination), in accordance with the terms thereof.

(B) Incremental Move-In Costs. The Developer shall keep the City regularly apprised as to the date on which the Developer reasonably expects the Substantial Completion Date to occur.

Section 9.6. FAILURE TO ACHIEVE SUBSTANTIAL COMPLETION BY THE LONGSTOP DATE.

In the event the Developer fails to satisfy the Substantial Completion Conditions by the Longstop Date, a Developer Event of Default hereunder shall be deemed to have occurred and the City may pursue all remedies available under Section 17 (Remedies of the Parties), excluding assessment of City Liquidated Damages, and Section 20 (Other Termination) in accordance with the terms thereof.

Section 9.7. CITY RIGHT OF OCCUPANCY.

(A) Commencement of Use and Occupancy. The right of the City to occupy and use the Project under this Comprehensive Agreement shall commence on the Substantial Completion Date, except as provided in subsection (B) of this Section.

(B) Early Occupancy. In the event the Developer determines that the Substantial Completion Date may occur prior to the Scheduled Substantial Completion Date and that it wishes to offer early occupancy of the Project, it shall so advise the City. The City shall be under no obligation to take early occupancy of the Project or commence payment of the Service Fee prior to the Scheduled Substantial Completion Date, but may do so in its discretion under terms and conditions negotiated by the parties.

Section 9.8. FINAL COMPLETION.

(A) Requirements. "Final Completion" shall occur when all of the following conditions have been satisfied:

(1) Substantial Completion. The Developer has achieved Substantial Completion in accordance with Section 9.1 (Substantial Completion);

(2) Contract Services Completed. All Contract Services (including all items on the Punch List and all clean up and removal of construction materials and demolition debris) is complete and in all respects is in compliance with this Comprehensive Agreement and a Certificate of Occupancy has been issued by the appropriate

Governmental Body;

(3) Deliverable Material. The Developer shall have delivered to the City all Deliverable Material required by this subsection and Section 6.1(H) (Delivered Material) needed to achieve Final Completion;

(4) Equipment Warranties and Manuals. The Developer shall be in possession of, and shall have delivered to the City, copies of the warranties of equipment and fixtures constituting a part of the Project required to be obtained under Section 6.10 (Furniture, Fixtures and Equipment), together with copies of all related operating manuals supplied by the equipment supplier;

(5) Enforcement Of Project Warranties. At Final Completion, Developer shall assign all warranties for components and systems of Fire Station No. 88 to the City (except for the elevator Project Subcontractor, whose warranty will commence upon Governmental Approval of the elevator system by the appropriate Governmental Body). Up to and including the Substantial Completion Date (and thereafter until training with respect to any element of the Project requiring maintenance has been completed), the Developer shall be responsible for meeting the maintenance obligations under all manufacturers' warranties on new equipment purchased and installed in the Project by the Developer, and shall be the agent of the City in enforcing all equipment warranties and guarantees, including warranties and guarantees of the Contract Services obtained. The Developer shall cooperate with and assist the City if the City seeks to enforce warranties and guarantees through litigation. The Developer shall not take or omit any act which voids or impairs any of the manufacturer's warranties on new equipment purchases and installed in the Project by Developer.

(6) Spare Parts In Storage. All spare parts required by Appendix 4 (Technical Requirements) and applicable Design and Construction Standards have been delivered and are in storage at the Project;

(7) Record Documents. The Developer has delivered to the City a final and complete red-lined set of construction record drawings, record specifications and record Product Data;

(8) Claims Statement. The Developer has delivered to the City a consent of surety identifying all outstanding claims known to it of every kind whatsoever of the Developer connected with, or arising out of, the Contract Services, and arising out of or based on events prior to the date when the Developer gives such statement to the City.

(B) Obligation to Achieve Final Completion; Punch List Items. The Developer shall achieve Final Completion within 426 days after the effective date of the Notice to Proceed, and shall complete and rectify all Punch List Items as provided in Section 9.3 (Punch List Items). The Developer shall keep the City regularly apprised as to the date on which the Developer reasonably expects the Final Completion to occur. The City shall promptly (but within 10 Business Days) coordinate with the Developer to arrange for inspection and certification for the Project's Final Completion. The City will issue a certificate of either rejection or acceptance of the

Developer's Final Completion certification within 10 days of completing the City's inspection of the Project, but no later than 10 days following the Developer's expected date for Final Completion.

SECTION 10

PROJECT SUBCONTRACTING AND LABOR PRACTICES

Section 10.1. USE OF PROJECT SUBCONTRACTORS

(A) The City acknowledges that the Developer may carry out the Contract Services by contracting such obligations to Project Subcontractors, who in turn may contract all or part of their obligations under any Project Subcontract to one or more Project Subcontractors.

(B) The City reserves, at its sole discretion and for any reason, the right to accept the use of a Project Subcontractor or to reject the selection of a particular Project Subcontractor by the Developer and to inspect all facilities and approve all qualifications of any Project Subcontractor in order to make a determination as to the capability of the Project Subcontractor to perform properly the Contract Services for which it would be responsible under this Comprehensive Agreement. Any changes or substitutions in the Developer's Project Subcontractors must be made known to the City Representative and written approval must be granted by the City Representative before said change or substitution can become effective. Without limiting Developer's obligations under Section 23.6(A) (Mitigation by the Developer), and except as relates to changes, substitutions, or continued use of, or performance by, any Project Subcontractor not compliant with this Comprehensive Agreement, the City shall be responsible for direct costs and critical path delays arising directly from any unreasonable rejection of a Project Subcontractor by Change Order as a City Fault under clause (4) of its definition, it being understood and agreed by the parties that the suspension instruction is not, itself, a basis for assertion of City Fault.

(C) If a Project Subcontractor fails to perform or make progress, as required by this Comprehensive Agreement, and it is necessary to replace the Project Subcontractor to complete the relevant Contract Services in a timely fashion, the Developer shall promptly do so, subject to acceptance, in writing, of the new Project Subcontractor by the City. The City shall not unreasonably deny the request. However, the Developer must demonstrate that the Project Subcontractor being replaced is unable to perform the relevant Contract Services, is performing the work poorly or untimely, or is unable to meet the requirements of this Comprehensive Agreement.

(D) The Developer shall be responsible for the performance of all Project Subcontractors.

(E) In providing the Contract Services, the Developer (1) shall not contract with, (2) shall cause its first-tier Project Subcontractors not to contract with, and (3) shall cause all first-tier Project Subcontractors to require each of their respective Project Subcontractors not to contract with, any person or entity that at the time of such contracting, in the reasonable opinion of the City, is a Restricted Person. Developer shall likewise cause all first-tier Project

Subcontractors to require each of their respective Project Subcontractors (and likewise at lower tiers) that knows its respective Project Subcontractor is a Restricted Person, at any time thereafter, to release any such Project Subcontractor with which it is in privity and to remove any person or entity employed by or contracted to such Project Subcontractor, from the Project Site and performance of the Contract Services. If Developer knows, at any time thereafter, that any Project Subcontractor, or person or entity employed by or contracted to such Project Subcontractor, is a Restricted Person, then Developer shall release such Project Subcontractor (if in privity with the Developer) and remove any person or entity employed by or contracted to such Project Subcontractor, from the Project Site and performance of the Contract Services.

(F) Project Subcontractors shall provide the Developer with an affidavit stating the Project Subcontractor does not employ, contract with, or subcontract with an unauthorized alien, pursuant to section 448.095, Florida Statutes. The Developer shall maintain a copy of such affidavit for the duration of the Term. If City has a good faith belief that a Project Subcontractor has knowingly violated section 448.095, Florida Statutes, but Developer has otherwise complied with section 448.095, Florida Statutes, then City shall notify the Developer who shall terminate the Project Subcontract.

Section 10.2. PROJECT SUBCONTRACTS.

(A) Terms and Actions. The Developer shall retain full responsibility to the City under this Comprehensive Agreement for all matters related to the Contract Services. No failure of any Project Subcontractor used by the Developer in connection with the provision of the Contract Services shall relieve the Developer from its obligations hereunder to perform the Contract Services. All subcontractors shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Comprehensive Agreement. The Developer shall be responsible for settling and resolving with all Project Subcontractors all claims arising from the actions or inactions of the Developer or a Project Subcontractor.

(B) Indemnity for Claims. The Developer shall pay or cause to be paid to the Project Subcontractors all amounts due in accordance with their respective Project Subcontracts. No Project Subcontractor shall have any right against the City for labor, services, materials or equipment furnished for the Contract Services. The Developer acknowledges that its indemnity obligations under Section 22.1 (Developer's Obligation to Indemnify) shall include all claims for payment or damages by any Project Subcontractor who furnishes or claims to have furnished any labor, services, materials or equipment in connection with the Contract Services to the extent that those claims fall within the scope of the indemnity in Section 22.1 (Developer's Obligation to Indemnify).

(C) Payment and Performance Bond. The Developer shall execute, furnish the City with, and record in the public records of City, a payment bond and a performance bond (collectively, the "Surety Bonds") in accordance with the provisions of section 255.05, Florida Statutes within 15 days following the Effective Date in an amount equal to the portions of the Comprehensive Agreement Service Fee that cover all construction activities, materials and supplies. The Developer shall cause the City to be named, upon issuance of such payment bond and performance bond, as a beneficiary thereunder, and shall deliver a certified copy thereof, to the City within 10 days after issuance. The Developer shall be required to provide Surety Bond(s)

in the amount of one hundred percent (100%) of the Service Fee in accordance with Section 15.1 (Service Fee Generally). The required premiums shall be paid for by the Developer. The City will return the Surety Bond[s] upon the later of expiration of the warranty hereunder and settlement or waiver of all claims outstanding against such Surety Bond[s].

(D) Additional Qualifications. In addition to the above-minimum qualifications, the surety company shall hold a current certificate or authority as an acceptable surety of federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revision. The surety company shall provide the City with satisfactory evidence that such excess risk has been protected in an acceptable manner.

(1) The surety company shall have at least the following minimum ratings in the latest revision of Best's Key Rating Guide: Policyholders Rating of "A-" or better, and a Financial Size Category of "Class VII"

(2) If the surety is declared bankrupt, becomes insolvent, its right to do business in the State is terminated or it ceases to meet the requirements set forth above, the Developer shall within ten Business Days after notification by the City substitute another bond and surety company, at no cost to the City, meeting the above requirements.

Section 10.3. MATERIAL PROJECT SUBCONTRACTORS AND MATERIAL PROJECT SUBCONTRACTS;

(A) The Developer shall be responsible for the performance of all Material Project Subcontractors in providing the Contract Services.

(B) The City reserves, at its sole discretion and for any reason, the right to accept the use of Material Project Subcontractors or to reject the selection of a particular Material Project Subcontractor by the Developer and to inspect all facilities and approve all qualifications of any Material Project Subcontractor in order to make a determination as to the capability of the Material Project Subcontractor to perform properly the Contract Services for which it would be responsible under this Comprehensive Agreement. This notwithstanding, the City approves of the Material Project Subcontractors identified in the Proposal.

(C) The Developer shall use the Key Personnel listed in Appendix 5 (Developer and Material Project Subcontractors Information) or such others as the City may approve, acting reasonably and without unreasonable delay, for the performance of the Contract Services in the roles indicated in Appendix 5 (Developer and Material Project Subcontractors Information).

(D) Reserved.

(E) Assignability. All Project Subcontracts entered into by the Developer with respect to the Project shall be assignable to the City, solely at the City's election and without cost or penalty upon the expiration or termination of this Comprehensive Agreement.

(F) City Consents. Unless the Developer has, at its earliest practicable opportunity, submitted to the City notice of the proposed course of action (and any relevant documentation) and the City has consented to such course of action, such consent not to be

unreasonably withheld or delayed, the Developer shall not:

(1) terminate, or agree to or permit the termination of, all or any material part of any Material Project Subcontract;

(2) make, or agree to or permit the making of:

(a) any material amendment of any Material Project Subcontract; or

(b) any departure by any party from any material provision of any Material Project Subcontract;

that, in either case, creates a liability for the City or otherwise materially and adversely affects a City right under this Comprehensive Agreement;

(3) permit any Material Project Subcontractor to assign or transfer to any person any of such Project Subcontractor's rights or obligations under a Material Project Subcontract other than by way of a Material Project Subcontract that is not a subcontract of all or substantially all of the obligations under the Material Project Subcontract; or

(4) enter into, or permit the entering into, of any Material Project Subcontract.

(G) Timeframe for Consents. The City shall give or deny such consent within:

(1) 3 Business Days of receipt of such notice and all relevant documentation, if the Developer is seeking to terminate a Material Project Subcontract immediately, or such longer period as the City may reasonably require in light of relevant documentation received; and

(2) 5 Business Days of receipt of such notice and all relevant documentation in all other cases, or such longer period as the City may reasonably require in light of relevant documentation received.

If the City fails to give or deny its consent within such time periods it shall be deemed to have given its consent. The giving or denial of consent by the City shall not create any liability of the City to the Developer or to any third party.

Section 10.4. REPLACEMENT MATERIAL PROJECT SUBCONTRACTS

If any Material Project Subcontract at any time lapses, terminates, or otherwise ceases to be in full force and effect (whether by reason of expiration or otherwise), unless the goods, services or rights which were the subject matter of such Material Project Subcontract are no longer reasonably required for the Project, the Developer, at its earliest practicable opportunity, shall submit to the City notice pursuant to Section 10.3(H) (City's Timeframe for Consent):

(A) will forthwith enter into, or cause to be entered into, a replacement contract or contracts upon the same or substantially similar terms as the contract so replaced (to the extent reasonably practicable); and

(B) will forthwith enter into, or cause the replacement Material Project Subcontractor to enter into, a Material Project Subcontractor collateral agreement.

Section 10.5. DELIVERY OF AMENDED OR REPLACEMENT MATERIAL PROJECT SUBCONTRACTS¶

If at any time any amendment is made to any Material Project Subcontract, or a replacement Material Project Subcontract (or any agreement which materially affects the interpretation or application of any Material Project Subcontract) is entered into, the Developer shall deliver to the City a copy of each such amendment or agreement within 10 Business Days of the date of its execution or creation, certified as a true copy by an officer of the Developer.

Section 10.6. EMPLOYMENT AND LABOR PRACTICES

(A) No Discriminatory Practices. The Developer represents and warrants to the City that Developer does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with the performance of this Comprehensive Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin, and that there shall be no violation of any laws or regulations regarding discrimination in employment.

(B) Equal Employment Opportunity. The Developer further covenants that, in connection with the conduct of its business, including rendition of Contract Services and employment of personnel, persons having appropriate qualifications shall be afforded equal opportunity for employment.

Section 10.7. LABOR RELATIONS AND DISPUTES¶

(A) Labor Relations. The Developer shall furnish labor that can work in harmony with all other elements of labor employed for the performance of the Contract Services. The Developer shall have exclusive responsibility for disputes or jurisdictional issues among unions or trade organizations representing or seeking to represent employees of the Developer, the Project Subcontractor. The City shall have no responsibility whatsoever for any such disputes or issues and the Developer shall indemnify, defend and hold harmless the City and the City Indemnitees in accordance with Section 22.1 (Developer's Obligation to Indemnify) from any and all Loss-and-Expense resulting from any such labor dispute, except to the extent that such labor dispute is a Compensation Event.

(B) Labor Disputes. If the Developer has knowledge of an actual or potential labor dispute that may affect any of the Contract Services, the Developer shall promptly:

(1) give notice thereof to the City, including all relevant information related to the dispute of which the Developer has knowledge; and

(2) take all reasonable steps to ensure that such labor dispute does not

affect the performance of any of the Contract Services including by applying for relief to appropriate tribunals or courts. The Developer acknowledges that if the labor dispute involves workers of a Project Subcontractor, or of anyone employed by or through them, the City will not be required to provide any facility, space or assistance in the Project or on the Project Site for the purposes of such workers or any applicable union.

Section 10.8. SMALL BUSINESS ENTERPRISE (“SBE”) AND LOCAL HIRING GOALS AND COMMITMENTS; EDUCATIONAL PROGRAMS;

(A) Developer has committed to a Small Business Enterprise (“SBE”) utilization goal of 30% of the subcontracted work being performed on the Project, valued as of the Effective Date, and Developer has committed to using commercially reasonable efforts to achieve the foregoing goal, including in particular the goal to exceed 15% utilization of African American-owned firms.

(B) Within 15 days of Effective Date, Developer will provide Local Business Tax Receipts from the Palm Beach County Constitutional Tax Collector demonstrating local business jurisdiction, Palm Beach County Office of Equal Business Opportunity SBE Certificates, and State of Florida Minority and Women Business Certifications for relevant design and construction team members;

(C) Developer has committed to enroll all certified SBE and M/WBE firms on the Project in the Developer’s Subcontractor Default Insurance (“SDI”) Program.

(D) Developer has committed to establishing a 30-day line of credit, as needed, for each electrical, plumbing and HVAC SBE and M/WBE Project Subcontractor supplies.

(E) Developer has committed to establish intentional local hiring policies, “Employ City of Riviera Beach’s Residents First”, to provide gainful employment for unemployed Riviera Beach residents and residents in an underserved community.

(F) In cooperation with the Education Foundation of Palm Beach County, the Developer shall create with the approval of the School District of Palm Beach County an educational program that provides exposure and training for students of Riviera Beach Schools to an Electrical Pre-apprentice Skills Achievement Program for 20 students residing in the City and attending schools within the City boundaries. This program, in conjunction with the program set out in Section 10.8(G), will utilize a \$150,000 investment by the Developer. This program, in addition to Section 10.8(G), will be implemented for the 2022/2023 school year. As part of the Electrical Pre-apprentice Skills Achievement Program the Developer will attempt to implement a summer internship program with our industry electrical subcontractors where the participants (students) will be paid \$10 an hour for their involvement.

(G) In cooperation with the Education Foundation of Palm Beach County, the Developer shall create with the approval of the School District of Palm Beach County, an educational program that provides exposure and training for students of Riviera Beach Schools to a Firefighter, Paramedics and Emergency Medical Technicians’ Career Awareness Education Program for 20 students residing in the City and attending schools within the City boundaries. This

program, in conjunction with the program set out in Section 10.8(F), will utilize a \$150,000 investment by the Developer. This program, in addition to the program set forth in Section 10.8(F), will be implemented for the 2022/2023 school year.

(H) Developer shall obtain from the Education Foundation of Palm Beach County and deliver to the City, no later than the end of the 2022/2023 school year, evidence of the \$150,000 investment having been made.

SECTION 11

INSURANCE, DAMAGE AND DESTRUCTION

Section 11.1. INSURANCE.

(A) Required Insurance. At all times during the Term, the Developer and City, in accordance with each party's responsibility under Appendix 6 (Insurance), shall obtain or cause to be obtained, maintain and comply with the terms and conditions of the Required Insurance, and shall pay all premiums with respect thereto as the same become due and payable.

(B) Project Subcontractors. The Developer shall cause all first-tier Project Subcontractors to secure and maintain, and cause all first-tier Project Subcontractors to require their respective Project Subcontractors (and likewise at lower tiers) to secure and maintain, in each case, all insurance coverage and other financial sureties required by applicable Law in connection with their presence and the performance of their duties at or concerning the Project. Developer insurance and/or bonding shall protect the City from claims which may arise out of or result from Developer's operations whether such operations are performed by Developer or by any Project Subcontractor or by anyone for whose acts Developer and their Project Subcontractors are liable. The Developer shall use only licensed and insured Project Subcontractor(s), enroll all certified SBE and M/WBEs on the Project in the Developer's SDI subject to Section 10.8(C) (Small Business Enterprise ("SBE") And Local Hiring Goals And Commitments; Educational Programs), and any other subcontractor not enrolled in the SDI Program shall provide payment and performance bonds for the value of their respective portion of the Contract Services, naming the City as an additional obligee.

(C) Compliance with Insurer Requirements. The Developer and the City shall comply promptly with the requirements of all insurers pertaining to the Project Site and the Project under any policy of Required Insurance to which such is a named insured, a co-insured, or an additional insured person. Neither party to this Comprehensive Agreement shall knowingly do or permit anything to be done or fail to take any reasonable action that results in the cancellation or the reduction of coverage under any policy of Required Insurance to which such party is a named insured, a co-insured, or an additional insured person.

(D) Failure to Provide Insurance Coverage. For the Required Insurance that is the Developer's responsibility pursuant to Appendix 6 (Insurance), if the Developer fails to pay any premium for such Required Insurance, or if any insurer cancels any such Required Insurance policy and the Developer fails to obtain replacement coverage so that such Required Insurance is maintained on a continuous basis, or if the Developer fails to provide evidence of such Required

Insurance to the City in accordance with Appendix 6 (Insurance), the City may, but is not obligated to, pay such premium or procure similar insurance coverage from another insurer and upon such payment by the City the amount thereof shall be immediately reimbursable to the City by the Developer. The failure of the Developer to obtain and maintain any such Required Insurance shall not relieve the Developer of its liability for any losses intended to be insured thereby, be a satisfaction of any Developer liability under this Comprehensive Agreement or in any way limit, modify or satisfy the Developer's indemnity obligations hereunder.

(E) Reductions for Insurance Proceeds and Insurance Receivables. Whenever this Comprehensive Agreement obligates the City to pay any amount to the Developer in respect of an event or circumstance for which, or with respect to the consequences of which, an insurance claim may be made by the Developer under the Required Insurance, the amount which the City is obligated to pay will be reduced by the amount of Insurance Proceeds and Insurance Receivables which the Developer recovers or would have been entitled to recover if it had complied with the requirements of this Comprehensive Agreement or any policy of Required Insurance.

(F) Review and Rejection of Policies. The City, by and through its Risk Manager in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the Term. The City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

(G) Waiver of Subrogation. Developer and City (to the extent permitted by law) hereby waive any and all rights to subrogation they may have against one another, their officers, employees and agents for each policy required by this Comprehensive Agreement. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Developer shall agree to notify the respective insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the Developer enter into such an agreement on a pre-loss basis.

Section 11.2. PROTECTION OF PROJECT AND PRIVATE PROPERTY FROM LOSS, DAMAGE AND DESTRUCTION.

(A) Protection. The Developer shall use care and diligence, and shall take all reasonable and appropriate precautions, to protect the Project from loss, damage or destruction. The Developer shall report to the City and the insurers, immediately upon obtaining knowledge thereof, any damage or destruction to the Project and as soon as practicable thereafter shall submit a full report to the City. The Developer shall also submit to the City within 24 hours of receipt copies of all accident and other reports filed with, or given to the Developer by, any insurer, adjuster or Governmental Body.

(B) Repair of Property. The Developer shall promptly repair or replace all property owned by the City or any other public or private owner that is damaged by the Developer or any Developer Person in connection with the performance of, or the failure to perform, the

Contract Services. The repair and replacements shall restore the damaged property, to the maximum extent reasonably practicable, to its character and condition existing immediately prior to the damage.

Section 11.3. COMPREHENSIVE AGREEMENT NOT AFFECTED BY DAMAGE OR DESTRUCTION¶

Except as otherwise expressly provided herein, the partial destruction or damage or complete destruction of the Project by fire or other casualty will not permit either party to terminate this Comprehensive Agreement or entitle the Developer to surrender possession of the Project or to demand any increase in any amounts payable to the Developer under this Comprehensive Agreement.

SECTION 12

SUPERVENING EVENT PROCEDURES

Section 12.1. SUPERVENING EVENTS GENERALLY¶

(A) Extent of Relief Available to the Developer. If a Supervening Event occurs, the Developer may seek relief from its obligations, may seek extensions of time, may claim compensation, and may exercise a termination right under this Comprehensive Agreement, in each case as and to the extent permitted pursuant to this Section 12 (Supervening Events Generally), Section 13 (Relief Events), and Section 14 (Compensation Events) and in accordance with Section 13.3 (Developer's Obligations Upon Material Damage or Destruction).

(B) Mitigation Given Effect. Any relief to which the Developer is entitled under this Article on account of Supervening Events shall be adjusted to account for the effect of the mitigation measures which were or should have been taken by the Developer in compliance with its duty to mitigate under Section 23.6 (General Duty to Mitigate).

(C) Applicable Law Compliance. Nothing in this Section 12 (Supervening Event Procedures) shall be interpreted as relieving the Developer of its obligation, following any and all Supervening Events, to perform its obligations under this Comprehensive Agreement in compliance with applicable Law.

Section 12.2. PROCEDURES UPON THE OCCURRENCE OF A SUPERVENING EVENT¶

(A) Notice and Written Report. In order to assert an entitlement based on the occurrence of a Supervening Event, the Developer shall give notice of the occurrence of the Supervening Event to the City as soon as practicable, and in any event within 15 Business Days of the date the Developer has knowledge that the Supervening Event has caused or is likely to cause an entitlement under this Comprehensive Agreement. As soon as practicable thereafter and in any event within 30 Business Days of the date the Developer has knowledge of the Supervening Event, the Developer shall submit a written report to the City (based on information available to the Developer at the time of submission):

- (1) describing the Supervening Event and the cause thereof, to the

extent known;

(2) stating the date on which the Supervening Event began and its estimated duration, if such estimated duration can be reasonably estimated;

(3) summarizing the consequences of the Supervening Event and the expected impact on the performance of the Developer's obligations under this Comprehensive Agreement, to the extent such impact can be reasonably ascertained; and

(4) indicating the nature and scope of the Developer's potential entitlement to relief, including specifically but not limited to, the specific reference to the applicable sections of the Comprehensive Agreement that result in such claim of entitlement.

(B) Updates. The Developer shall provide the City with periodic updates, together with further details and supporting documentation, as it receives or develops additional information pertaining to the Supervening Event and the matters described in subsection (A) of this Section. In particular, the Developer shall notify the City as soon as the Supervening Event has ceased and of the time when performance of its affected obligations can be resumed.

(C) Submittal of Relief Request. The Developer shall submit to the City a further notice making its request for specific relief, the basis therefor and the event giving rise to the requested relief within 30 days after the notice referred to in subsection (A) of this Section. If the specific relief cannot reasonably be ascertained within such 30-day period, the Developer at the conclusion of such 30-day period shall furnish a further notice to the City establishing the expected date by which the appropriate requested relief shall be definitively requested and the basis for such extension. The Developer shall then specify the specific relief by the date established in such further notice or submit a further extension notice with a further expected date and the basis for such extension, which further extension shall be subject to the City's approval, acting reasonably.

(D) Delay in Notification. If any Supervening Event notice or any required information is submitted by the Developer to the City after the dates required under this Section, then the Developer shall still be entitled to relief provided due to the occurrence of the Supervening Event except such relief shall be equitably adjusted to the extent that the ability to mitigate was adversely affected as a result of the delay in providing such notice or information.

(E) Multiple and Overlapping Claims. The Developer may make multiple but not duplicative claims with respect to a Supervening Event.

(F) Burden of Proof and Mitigation. The Developer shall bear the burden of proof in establishing the occurrence of a Supervening Event and the entitlement to relief based thereon, and shall demonstrate that the Developer complied with its mitigation obligations under Section 23.6 (General Duty to Mitigate).

(G) Resumption of Performance. Promptly following the occurrence of a Supervening Event, the Developer shall use all reasonable efforts to eliminate the cause thereof and resume performance of this Comprehensive Agreement.

(H) Developer Information. The City shall provide the Developer information reasonably requested in order for the Developer to reasonably assert a Supervening Event claim.

(I) City Response. Within 30 days after receipt of a relief request by the Developer pursuant to subsection (C) of this Section, the City shall issue a written determination as to the extent, if any, to which it concurs with the Developer's request, and the reasons therefor.

(J) Agreement or Dispute. The agreement of the parties as to the specific relief to be given the Developer on account of a Supervening Event shall be evidenced by a Contract Administration Memorandum, a Comprehensive Agreement Amendment or a Change Order, as applicable. Either party may refer any dispute regarding a Supervening Event to Mediation or to the Dispute Resolution Procedure.

SECTION 13

RELIEF EVENTS

Section 13.1. RELIEF EVENTS¶

(A) Developer Reinstatement. If all or any part of the Project is damaged or destroyed on account of a Relief Event, the Developer shall promptly repair, replace or restore the part of the Project so damaged or destroyed to at least the character or condition with materials of like kind and quality and without deduction for depreciation at the time and place of loss, and in compliance with applicable Law, and in accordance with the requirements of Section 13.3 (Developer's Obligations Upon Material Damage or Destruction).

(B) Schedule Relief. If a Relief Event occurs, then, if and to the extent the Relief Event, as a Supervening Event, relief is agreed or granted under Section 12 (Supervening Event Procedures), the Scheduled Substantial Completion Date and the Longstop Date shall be extended as and to the extent provided in Section 9.4 (Scheduled Substantial Completion Date and Longstop Date).

(C) Compensation. The Developer may seek delay-related costs under Section 14.1(D)(2) (Compensation Event), construing "Compensation Event" as Relief Event, for Relief Events under the following terms, and subject to the following conditions:

(1) The Developer may not seek, and shall not be entitled to, any such delay-related costs for the first ten days of Relief Event delays to the critical path of the then-current, stasured, Project Schedule, in the aggregate, during the Term.

(2) The Developer may seek from the City such delay-related costs up to \$50,000 in the aggregate for Relief Event delays of 11 days or greater, up to 30 days, in the aggregate, during the Term.

(3) The Developer may seek from the City such delay-related costs incurred for each Relief Event delay on and after 31 days of delay, in the aggregate, during the Term.

(4) In any case where the Developer is entitled to seek delay-related costs:

(a) The Developer shall (i) pursue and exhaust all insurance sources (under this Comprehensive Agreement or under the Developer's corporate insurance program) as may be applicable, (ii) apply proceeds received against delay-related costs sought, and (iii) if insurance sources are unavailable, then demonstrate in its claim that such costs are not insured; and

(b) The Developer's claim shall be subject to the approval of the City's city council, and any delay or denial of any such compensation shall not be a basis for any claim hereunder;

(D) Termination Relief. If any Developer Event of Default or breach of this Comprehensive Agreement would not have occurred but for the occurrence of the Relief Event, such Developer Event of Default or breach will be deemed to have not occurred for the purposes of this Comprehensive Agreement.

Section 13.2. FORCE MAJEURE EVENTS¶

(A) General. In addition to the provisions of Section 12 (Supervening Event Procedures) and Section 13 (Relief Events), the provisions of this Section 13.2 (Force Majeure Events) apply with respect to Force Majeure Events.

(B) No Breach Obligations. Neither party may bring a claim for a breach of obligations under this Comprehensive Agreement by the other party or incur any liability to the other party for any losses or damages incurred by that other party if a Force Majeure Event occurs and the Affected Party is prevented from carrying out its obligations by that Force Majeure Event; provided, however, that the occurrence of a Force Majeure Event shall not excuse either party from performing any payment obligations contemplated in this Comprehensive Agreement including, but not limited to, payment of the Service Fee.

(C) Consultation and Notification. Promptly (and in any event within ten Business Days) after any notification of a Force Majeure Event under Section 12.2(A) (Notice and Written Report): (1) if the Developer is an Affected Party, it shall provide written notice to the City stating that it is an Affected Party and setting forth the obligations in the Comprehensive Agreement it is unable to perform, and (2) the parties shall consult with each other in good faith and use all reasonable efforts to agree on appropriate terms to mitigate the effects of the Force Majeure Event in accordance with the terms of Section 23.6 (General Duty to Mitigate) and facilitate the continued performance of this Comprehensive Agreement. Promptly, and in any event within thirty (30) days after any notification of a Force Majeure Event under Section 12.2(A) (Notice and Written Report), if the City is an Affected Party, the City shall provide written notice to the Developer stating that it is an Affected Party and setting forth the obligations in the Comprehensive Agreement it is unable to perform.

(D) Failure to Agree; Right to Terminate.

(1) If:

(a) as a result of a Force Majeure Event, the Affected Party is unable to comply with any of its material obligations under this Comprehensive Agreement for a continuous period of more than one hundred fifty (150) days after the date such Force Majeure Event occurred; and

(b) within such one hundred fifty (150) day period, the parties are unable to agree on appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of this Comprehensive Agreement,

then either party may deliver notice to the other party that it wishes to terminate this Comprehensive Agreement (a “Force Majeure Termination Notice”). A Force Majeure Termination Notice must (A) provide a proposed date of termination and (B) be delivered to the other party at least thirty (30) days before such proposed date of termination.

(2) If:

(a) the City delivers a Force Majeure Termination Notice to the Developer in accordance with clause (1) (Failure to Agree; Right to Terminate); or

(b) the Developer delivers a Force Majeure Termination Notice to the City in accordance with clause (1) (Failure to Agree; Right to Terminate),

then this Comprehensive Agreement will terminate on the date of termination stated in such Force Majeure Termination Notice.

(E) If this Comprehensive Agreement is terminated pursuant to Section 13.2(D)(2) (Failure to Agree; Right to Terminate), the City shall pay the Developer amounts under of Section 20.6 (Compensation for Certain Termination Events).

Section 13.3. DEVELOPER’S OBLIGATIONS UPON MATERIAL DAMAGE OR DESTRUCTION;

(A) Draft Reinstatement Plan. If the Project suffers damage or destruction, that is likely to cost more than \$1,000,000 (CPI-Linked), to repair, replace and restore, the Developer shall, as soon as practicable and in any event within 30 days of such damage or destruction, and before undertaking any material remedial work (other than any emergency work required to stabilize other parts of the Project, provide the City with a draft plan (the “Draft Reinstatement Plan”) for the carrying out of the works necessary (the “Reinstatement Works”) to repair, replace and restore the damaged or destroyed portions of the Project and related assets, and containing to the extent possible the details required to be included in the Reinstatement Plan under subsection (C) of this Section.

(B) No Reinstatement in Same Form. As soon as reasonably practicable and in any event within 30 days after the delivery of the Draft Reinstatement Plan, the City:

(1) shall provide the Developer with any comments it may have on the Draft Reinstatement Plan; and

(2) if it has decided that the Project is not required to be reinstated in the same form as prior to the damage or destruction, will issue a preliminary Capital Modification instruction to that effect.

(C) Reinstatement Plan. As soon as reasonably practicable and in any event within 15 Business Days after receipt of the City's comments, the Developer shall deliver to the City a revised plan (the "Reinstatement Plan") to reasonably take into account the comments received from the City and making changes to the Draft Reinstatement Plan necessary to reflect the contractual terms agreed (as negotiated and finalized) with the person effecting the Reinstatement Works.

(D) Reinstatement Plan Details. The Reinstatement Plan shall set forth in as much detail as is reasonable in the circumstances:

(1) the identity of the person, or (if the Developer is conducting a competitive process) persons, intended to effect the Reinstatement Works;

(2) the terms and timetable or (if not then established) the reasonably anticipated terms and timetable upon which the Reinstatement Works are to be effected (including the date upon which the Project is reasonably expected to become fully operational again);

(3) the impact that implementation of the Reinstatement Plan will have on the revenues of the Developer under this Comprehensive Agreement and on the payment obligations of the Developer under the Project Subcontracts, including in respect of life cycle requirements; and

(4) the total cost or (if not then established) the reasonably anticipated total cost of the Reinstatement Works.

(E) Insurance Deductibles and Exceedances. The Developer shall be responsible for and bear all costs associated with insurance deductibles and any claims exceeding policy limits in accordance with Appendix 6 (Insurance). The City shall be responsible for and bear all costs associated with insurance deductibles and any claims exceeding policy limits in accordance with Appendix 6 (Insurance). Developer shall be responsible to fund Reinstatement Works necessary as a direct result of a Force Majeure Event only to the extent of all Insurance Proceeds available for repair, replacement or restoration of the Project.

Section 13.4. STANDARDS OF REPLACEMENT, REPAIR OR RECONSTRUCTION

Any replacement, repair, or reconstruction of the Project or any part thereof pursuant to the provisions of Section 13.3 (Developer's Obligations Upon Material Damage or Destruction) shall be made or done in compliance with the Design and Construction Standards and the other requirements set forth in Appendix 4 (Technical Requirements), subject to any agreement made between the City and the Developer to revise the Design and Construction Standards or the requirements set forth in Appendix 4 (Technical Requirements) as they pertain to the replacement, repair or reconstruction work.

SECTION 14

COMPENSATION EVENTS

Section 14.1. COMPENSATION EVENTS

(A) Developer Reinstatement. If all or any part of the Project is damaged or destroyed on account of a Compensation Event, the Developer shall promptly repair, replace or restore the part of the Project so damaged or destroyed to at least the character or condition with materials of like kind and quality and without deduction for depreciation at the time and place of loss, and in compliance with applicable Law, and in accordance with the requirements of Section 13.3 (Developer's Obligations Upon Material Damage or Destruction).

(B) Schedule Relief. If a Compensation Event occurs, then the Substantial Completion Date and the Longstop Date shall be extended as and to the extent provided in Section 9.4 (Scheduled Substantial Completion Date and Longstop Date).

(C) Performance Relief. If a Compensation Event occurs, the Developer shall be relieved from its relevant obligations under this Comprehensive Agreement to perform the Contract Services in accordance with Section 12 (Supervening Event Procedures).

(D) Additional Compensation.

(1) Direct Costs. If a Compensation Event proximately causes the Developer to incur actual, reasonable, additional and direct costs and expenses to perform the Contract Services, then the Developer shall be entitled to seek such costs and expenses by Change Order.

(2) Delay Costs. In addition, if the Compensation Event proximately causes a delay to the critical path on the then-current Project Schedule, as stated for completed Contract Services to the date of the Compensation Event's occurrence, then the Developer shall also be entitled to seek by Change Order the actual, additional "General Conditions" costs incurred by Developer as a result. These additional General Conditions costs shall include the markup for Developer's liability insurances, SDI insurance, Builder's Risk insurance, and Surety Bonds, contingency and Developer's fee as follows:

General Conditions Costs:

- Management personnel / staff on the Project Site
- Staff communication equipment (computers / phones / printers / software / field office equipment / drone photos & videos)
- Office supplies (water, drawing reproductions, paper, pens, etc.)
- Temporary protection of work in place
- Equipment rentals
- Small tools
- Maintenance of temporary fencing
- Temporary toilet facilities

- Signage

Markups:

- 1.38% (liability insurances);
- 1.35% (SDI insurance);
- 0.85% (Builder's Risk insurance);
- 1.05% (Surety Bonds);
- 2.87% (contingency);
- 7.5% (Developer's fee); and
- nothing else

For avoidance of doubt, the foregoing direct costs and agreed markup is the entire markup that the Developer may seek and claim, for itself and for any Project Subcontractor.

SECTION 15

SERVICE FEE AND OTHER PAYMENTS

Section 15.1. SERVICE FEE GENERALLY

(A) Service Fee Payment Obligation. The City agrees to compensate the Developer in accordance with the fee proposal set forth in Appendix 10.

(B) Limitation on Payments. Except as otherwise expressly set forth in the Comprehensive Agreement a basis for additional compensation, the Developer shall have no right to any further payment from the City in connection with the Contract Services or otherwise in connection with the Project.

(C) No double counting. No amounts invoiced, owed, or claimed may be double counted or double claimed such that Developer would receive more than owed or payable.

Section 15.2. BILLING AND PAYMENT

(A) Progress Invoicing and Service Fee Payment Due Date. The Developer shall provide the City with an invoice for each month by the twentieth day following the end of such month on a form approved by the City Representative, a detailed invoice of work that has been completed, and Allowance work completed (with supporting information as required below), in each case from the Effective Date up to and including the last day of the month of the expiration or early termination of this Comprehensive Agreement, in each case, together with such supporting evidence of the expenditures as required by this Comprehensive Agreement. The Developer shall also submit with each invoice an updated revised Project Schedule and all Partial Releases of Payment Bond.

(B) Invoice Information and Documentation. The invoice shall set forth the amount of the Service Fee due with respect to such monthly invoiced period, together with the accumulated payments for each component to the date of such invoice, Allowance information (as

set forth below), and such other documentation or information as the City may reasonably require to determine the accuracy and appropriateness of the invoice in accordance with this Comprehensive Agreement. For Change Orders submitted with each invoice, the Developer shall include the foregoing information as well as copies of said receipts, invoices, or other documentation acceptable to the City's Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Comprehensive Agreement, it being agreed that (1) for invoices against the Service Fee, documentation shall confirm completion of the Contract Services invoiced, but not information (e.g., receipts, Project Subcontractor invoices, other pricing information) consistent with a fixed-price agreement and (2) for invoices of Change Order amounts, or other amounts not invoicing against the Service Fee itself, the City may require such receipts, Project Subcontractor invoices, and other pricing information, etc. In addition, with each monthly invoice Developer shall provide progress reports detailing efforts to comply with the goals and commitments in Section 10.8 (Small Business Enterprise ("SBE") And Local Hiring Goals And Commitments; Educational Programs).

(C) Warranty. The Developer's invoice shall constitute a warranty that all laborers, materialmen, and Project Subcontractors have been paid in full for all work, materials, and equipment covered by the Developer's immediately preceding invoice, subject only to those amounts subject to good faith disputes or withheld as and to the extent permitted under applicable State law. Developer shall also provide Partial Releases of Payment Bond (conditional, as relates to respective portion of current invoiced amount and unconditional, as relates to respective portions of the preceding month's invoiced amount) from all laborers, materialmen, and Project Subcontractors (up to, but not including, third tier Project Subcontractors) as to such work, materials, and equipment covered (conditionally) the invoiced amount and (unconditionally) through the immediately preceding invoice paid by the City. City has no obligation to pay any invoice until all complete and conforming Partial Releases of Payment Bond are provided to City.

(D) Progress Invoices. Progress invoices received from the Developer pursuant to this Comprehensive Agreement will be reviewed and approved by the City representative within ten days of receipt of the invoice, indicating that services have been rendered in conformity with this Comprehensive Agreement unless the City requires clarification or a correction of the invoice. The invoices will be sent to the City's Finance Department for payment. The City will pay to the Developer ninety-five percent (95%) of the value based on the Developer's invoice, as approved by the City Representative. Invoices will normally be paid within 30 days following the City representative's approval. If money is owed by the Developer to the City under this Comprehensive Agreement, the City reserves the right to retain such amount from payment due by City to the Developer under this Comprehensive Agreement. Such retained amount shall be applied to the amount owed by the Developer to the City. If no such amounts are owed, or if amounts remain at Final Completion after settling all such amounts owed, then upon Final Completion, the City will pay the balance to the Developer within 30 days after receipt of an invoice therefor, which obligation shall survive the Term.

(1) Invoices and associated back-up documentation relating thereto shall be submitted via email and mail by the Developer to the City and the Owner's Representative as follows:

Department of Public Works
City of Riviera Beach
1481 W. 15th Street
Riviera Beach, FL 33404
Attention: Terrence N. Bailey, PE, City Engineer
Telephone: 561-845-4080
Email: tbailey@rivierabeach.org

and to:

Finance Department
City of Riviera Beach
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404
Attention: Randy M. Sherman, CPA, CGFO, CTP
Director of Finance and Administrative Services
Telephone: 561-845-4045
Email: rsherman@rivierabeach.org

with a copy sent to:

PSA Management
1516 E. Hillcrest Street
Suite 310
Orlando, FL 3280
Attention: Chris Hassall
Telephone: 407-898-9119
Email: chassall@psaonline.com

(2) The City may at any time designate a different address and/or contact person by giving written notice to the other party.

(E) Subrecipient Requirement. Developer agrees and recognizes that City may be seeking reimbursement in whole or in part for the cost of the work contemplated by this Comprehensive Agreement from a third party (“Subrecipient”), including but not limited to, various city, State, and federal agencies or subdivisions. The reimbursement sought by City may be dependent upon, among other items, Developer’s compliance with the terms and conditions of this Comprehensive Agreement and the furnishing of information required by such Subrecipient by Developer to City (“Subrecipient Requirements”). Developer agrees to fully cooperate with City in any requests of City to fulfill City’s Subrecipient Requirements and to otherwise obtain the sought after reimbursement.

(F) Final Invoice. In order for both parties herein to close their books and records, the Developer will clearly state “Final Invoice” on the Developer’s final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges if not properly included on this Final Invoice are waived by the Developer and the City

shall have no obligations for any other costs or expenses thereafter. Further, the Developer shall include in the Final Invoice a Final Release of Payment Bond, conditioned only upon final payment, and Developer shall also provide with the Final Invoice Final Releases of Payment Bond, in each case, from all laborers, materialmen, and Project Subcontractors (up to, but not including, third tier Project Subcontractors) providing any work, materials, or equipment covered by the Comprehensive Agreement, also conditioned upon final payment. The Developer shall provide, for itself a Final Release of Payment Bond (unconditional) and Final Releases of Payment Bond (unconditional) from all such laborers, materialmen, and Project Subcontractors within twenty (20) days of Developer's receipt of final payment by the City.

Section 15.3. EXTRAORDINARY ITEMS

(A) Extraordinary Items. The Extraordinary Items component of the Service Fee, which may be a charge or a credit, shall be equal to the net amount of the following items (each an "Extraordinary Item" hereunder):

- (1) any payment relating to Hazardous Substances or Developer Hazardous Substances to be made by or to the City;
- (2) any amount payable by the City on account of a City Change that is chargeable to the City hereunder pursuant to Section 7.4 (Technical Requirements Changes Made at City Direction), net of any Avoidable Costs;
- (3) any adjustment reflecting savings in insurance costs, or additional insurance costs paid by the City for replacement insurance coverage in mitigating the effects of the occurrence of such a Compensation Event;
- (4) any adjustment resulting from the exercise by the City of its rights under Section 17 (Remedies of the Parties);
- (5) any indemnification payments owed by the Developer pursuant to Section 22.1 (Developer's Obligation to Indemnify) or any other provision hereof;
- (6) any other payment or increase or reduction in the Service Fee provided for under any other provision of this Comprehensive Agreement.

(B) Payment. Each Extraordinary Item shall be paid as a lump sum in accordance with Section 15.9 (Cost Substantiation of Additional Contract Services). If the City determines that a lump sum payment for an Extraordinary Item is not feasible, the City and the Developer shall confer to determine the most cost efficient method of funding or financing such amounts. To the extent that any such alternative funding arrangement is agreed to by both parties, a Contract Administration Memorandum and a Comprehensive Agreement Amendment, as applicable, shall be executed.

Section 15.4. ALLOWANCES

- (A) The parties acknowledge and agree that:

(1) The City has allocated two allowances with respect to portions of the Contract Services:

(a) an allowance of \$146,390 (“Permitting Allowance”) with respect to obtaining and maintaining Governmental Approvals; and

(b) an allowance of \$43,580.19 (“Design Allowance” and with the Permitting Allowance, the “Allowances”) with respect to further development of the Design Documents, as may be required hereby.

(2) The Developer may seek additional, Cost Substantiated, actual, and direct costs, without markup, for amounts in excess of the aggregate of any amounts that Developer shall have a right to draw under this Section 15.4 (Allowances);

(3) Developer shall perform the Contract Services, inclusive of obligations hereunder with respect to Governmental Approvals and further design-related Contract Services, regardless as to whether amounts invoiced against the respective Allowances are exhausted; and

(4) Developer’s right to draw under the Allowances is separate from Developer’s right to claim any compensation or relief under Section 12 (Supervening Event Procedures), if applicable.

(B) Developer may draw upon either or both Allowance, as identified in its invoice prepared under this Section 15 (Service Fee and Other Payments), identifying therein:

(1) applicable information establishing that amounts sought are for portions of the Contract Services for which the Allowances were each in place; and

(2) such supporting information that the City may reasonably require to demonstrate the Developer’s actual costs incurred with respect to each such Allowance draw request.

(C) If City accepts Developer’s right to draw upon either or both Allowances, the City will pay Developer the agreed additional costs as part of payment of the invoice accompanying such information.

(D) The City may dispute the Developer’s right to draw upon either or both Allowances, in which case, the City will pay Developer the undisputed portions, if any, of any agreed additional costs as part of payment of the invoice accompanying such information.

(E) Developer bears the burden of proving entitlement to draw upon the Allowances.

(F) The City shall be entitled to retain, and the Developer shall have no entitlement to, any amounts remaining in the Allowances at the end of the Term.

Section 15.5. PAYMENT OBLIGATIONS OF THE CITY FOR ADDITIONAL

CONTRACT SERVICES

The City shall pay the Developer pursuant to Section 15.8 (Negotiated Lump Sum Pricing of Additional Contract Services) or Section 15.9 (Cost Substantiation of Additional Contract Services) at the times provided for herein and from funds provided by the following:

(A) the amounts specified in Section 7.3 (Technical Requirements Changes Made Due to Compensation Events);

(B) the amounts specified in Section 7.4 (Technical Requirements Changes Made at City Direction); and

(C) the amounts specified in Section 6.9(C) (City Tests, Observations and Inspections) and Section 6.9(E) (Notice of Covering Contract Services).

Section 15.6. SALES TAXES¶

The Developer acknowledges that if, and to the extent, construction materials and supplies initially acquired by the Developer or the Project Subcontractors in connection with the Contract Services or any Capital Modification are subject to State and local sales tax. The Developer shall pay all such taxes in accordance with the Comprehensive Agreement.

Section 15.7. RISK OF ADVERSE TAX OR ACCOUNTING TREATMENT¶

There shall be no adjustment of the Service Fee or any other amount payable to, and no relief from any obligation of, the Developer hereunder on account of:

(A) any administrative or judicial determination which is adverse to the Developer or any other person as to any Income Tax treatment or consequence arising in connection herewith;

(B) any inability of the Developer or other person to fully utilize any Income Tax benefits which may have been assumed to accrue on account of the transactions contemplated hereby; or

(C) any application of or change in accounting standards to the transactions contemplated hereby which may be inconsistent with the accounting standards or application thereof which may have been assumed by the Developer or any other person in connection with such transactions.

Section 15.8. NEGOTIATED LUMP SUM PRICING OF ADDITIONAL CONTRACT SERVICES¶

This Comprehensive Agreement obligates the City to pay for certain additional costs resulting from Compensation Events and otherwise as more specifically provided herein. It is the expectation of the parties, in general, that the City will pay for such costs in accordance with Section 15.9 (Cost Substantiation of Additional Contract Services) below based on an itemized and competitively bid prices for labor, time, and materials. However, alternatively, Developer and

the City can agree on a lump sum basis, and, in such case, the lump sum price will be negotiated in advance of the Developer's performance of the work. To facilitate the determination and Cost Substantiation or, for lump-sum pricing, to facilitate such negotiations, the Developer shall furnish the City with all information reasonably required by the City regarding the Developer's expected costs of performing the work and its markup. If the parties agree to a lump sum price, the Developer's actual costs of performance shall not be subject to Cost Substantiation unless after-the-fact Cost Substantiation with respect to all or a portion of the Developer's actual costs was agreed to by the parties in establishing the lump sum price.

Section 15.9. COST SUBSTANTIATION OF ADDITIONAL CONTRACT SERVICES¶

(A) Cost Substantiation Generally. The Developer shall provide a Cost Substantiation Certificate, in form and substance acceptable to the City, in its reasonable discretion, in accordance with subsection (C) (Cost Substantiation Certificate) of this Section for any additional costs for which the City is financially responsible hereunder, unless the City opts to instead undergo a lump sum price negotiation. For costs which are or may be subject to Cost Substantiation, the Developer shall utilize competitive practices to the maximum reasonable extent (including, where practicable, obtaining three competing quotes or estimates for costs expected to be in excess of \$10,000 (CPI-Linked)), and shall enter into Project Subcontracts on commercially reasonable terms and prices in light of the work to be performed and the City's potential obligation to pay for it; provided, however, that, the Developer shall only apply to scopes of work not already related to a pre-existing Project Subcontract with an original Project Subcontractor (and not an assignee) and shall not be required to utilize these competitive practices for additional work self-performed by a Project Subcontractor that is an original party to (and not an assignee under) Project Subcontracts that pre-existed the need and request for additional work. If the Developer is not required to utilize competitive practices, it shall instead demonstrate to the City that the costs for which the City is financially responsible are commercially reasonable. The City shall approve, in advance, all cost estimates, contracts and budgets for additional costs for which it is responsible hereunder and Developer shall not incur any costs for which it expects City reimbursement without the City's prior, written approval. Cost Substantiation shall be provided as soon as reasonably practicable after the costs which require substantiation have been determined by the Developer and prior to entering into any contracts or undertaking any work. Cost Substantiation shall also be required where the parties agree that the Developer shall perform additional work on a guaranteed maximum price basis, subject to the limitations set forth in subsection (D) (Evidence of Costs Incurred) of this Section.

(B) Emergency Work. In the case of a condition that creates, or where there is an imminent threat that a condition will be created, that poses a likelihood of (1) serious bodily harm or injury, including death, to members of Riviera Beach Fire Rescue, Developer Persons, or (2) significant physical damage to the Project or other real property in the vicinity of the Project Site, either of which must be remedied immediately and without sufficient time to provide, in advance, all of the Cost Substantiation in accordance with the procedures set forth herein and for which costs the City is financially responsible hereunder, then Developer shall notify the City Representative in writing as soon as is practicable of the aforementioned condition to seek the City Representative's approval to undertake the necessary work immediately and to provide the Cost Substantiation at a later date. The City Representative shall use reasonable efforts to respond to the request within twenty-four (24) hours. For clarity, the procedure set forth in subsection (B)

(Emergency Work) of this Section shall apply exclusively to emergency work that constitutes additional work pursuant to subsection (A) (Cost Substantiation Generally) of this Section above.

(C) Cost Substantiation Certificate. Any certificate delivered hereunder to substantiate cost shall state the amount of such cost and the provisions of this Comprehensive Agreement under which such cost is chargeable to the City, shall describe the competitive or other process utilized by the Developer to obtain the commercially reasonable price, and shall state that such services and materials are reasonably required pursuant to this Comprehensive Agreement (a “Cost Substantiation Certificate,” in form and substance reasonably acceptable to the City). The Cost Substantiation Certificate shall be accompanied by copies of such documentation as shall be necessary to reasonably demonstrate that the cost as to which Cost Substantiation is required has been paid. Such documentation shall be in a format reasonably acceptable to the City and shall include reasonably detailed information concerning all Subcontracts and, with respect to self-performed work:

- (1) the amount and character of materials, equipment and services furnished or utilized, the persons from whom purchased, the amounts payable therefor and related delivery and transportation costs and any sales or personal property Taxes;
 - (2) a statement of the equipment used and any rental payable therefor;
 - (3) employee hours, duties, wages, salaries, benefits and assessments;
- and
- (4) profit, administration costs, bonds, insurance, Taxes, premiums overhead, and other expenses.

(D) Evidence of Costs Incurred. To the extent reasonably necessary to confirm direct costs subject to Cost Substantiation, copies of timesheets, invoices, canceled checks, expense reports, receipts and other documents, as appropriate, shall be delivered to the City, with the request for reimbursement of such costs.

(E) Markups. For any subcontracted work requiring Cost Substantiation, the Developer shall be entitled to a markup of 15%, total atop its Project Subcontractors’ costs.

Section 15.10. CITY’S RIGHT OF SET OFF¶

Once the City determines that any credits, payments, reimbursements or liquidated Damages are owed to the City in accordance with the terms and conditions of this Comprehensive Agreement and have not been reflected in any previously submitted billing statement, the City shall notify the Developer and the Developer shall include such amounts as an Extraordinary Item in the next billing period invoice provided to the City under this Article. In the event the Developer does not include such amounts in the next billing period invoice provided to the City in accordance with this Section, the City shall have the right to offset the Service Fee otherwise payable for such billing period invoice by the amount of such credits, payments, reimbursements or City Liquidated Damages. Notwithstanding the foregoing, the City shall have the right to offset the Service Fee otherwise payable to the Developer for the final billing period invoice during the Term by the amount of any credits, payments, reimbursements or liquidated damages due to the City under this

Comprehensive Agreement

Comprehensive Agreement; provided, however, that any amounts due and owing will be liquidated and due to the City as of the earlier of termination or expiration of the Term; provided, further, that the Developer reserves the right to dispute the basis for the withholding but not the City's right to withhold. The City will invoice the Developer for such remaining amounts. If unpaid, the City also shall have the right to draw or call on any surety bond (including the P&P Bonds), certificate of deposit, letter of credit or other security provided by Developer pursuant to this Comprehensive Agreement, to satisfy amounts not paid when due.

Section 15.11. BILLING STATEMENT DISPUTES¶

If the City disputes in good faith any amount billed by the Developer, the City shall pay all undisputed amounts when due but may withhold payment of the disputed amount, and shall provide the Developer with a written objection indicating the amount being disputed and the reasons then known to the City for the dispute. When any billing dispute is finally resolved, if payment by the City to the Developer of amounts withheld is required, such payment shall be made within 30 days of the date of resolution of the dispute, without interest.

SECTION 16

DISPUTE RESOLUTION

Section 16.1. MEDIATION GENERALLY¶

Either party may request mediation of any dispute arising under this Comprehensive Agreement, whether technical or otherwise. All claims arising out of this Comprehensive Agreement or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon.

Section 16.2. FORUM AND PROCESS FOR DISPUTE RESOLUTION¶

(A) This Comprehensive Agreement shall be governed by the laws of the State. Any and all legal action necessary to enforce this Comprehensive Agreement will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

(B) All parties shall be responsible for their own attorney's fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Comprehensive Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Comprehensive Agreement.

In the event of litigation arising from this contract, City and Developer knowingly, voluntarily and intentionally waive any right to a trial by jury. City and Developer hereby

Comprehensive Agreement

acknowledge that this waiver provision is a material inducement for each party agreeing to enter into this contract.

SECTION 17

REMEDIES OF THE PARTIES

Section 17.1. REMEDIES FOR BREACH¶

The parties may exercise their rights and remedies for breach as and to the extent provided in Section 17.4 (Exercise of Remedies). Neither party shall have the right to terminate this Comprehensive Agreement for breach except as expressly provided in this Section 17 (Remedies of the Parties).

Section 17.2. CITY LIQUIDATED DAMAGE RIGHTS¶

(A) City Liquidated Damage Rights Defined. The City's rights under this Comprehensive Agreement include the right (each of the following, a "Liquidated Damage Right" and the amounts "City Liquidated Damages") of \$1,250 per day, for each day that the Developer does not achieve Substantial Completion beyond the Scheduled Substantial Completion Date, in an aggregate amount not to exceed 5.25% of the Service Fee.

(B) Reasonable. The exercise of Liquidated Damages Rights with respect to failure to achieve Substantial Completion on or before the Scheduled Substantial Completion Date, as the same may be extended pursuant to this Comprehensive Agreement, are reasonable in order to compensate the City or Riviera Beach Fire Rescue for damages they will incur as a result of late Substantial Completion. Such damages include City's and Fire Rescue Services loss of use, enjoyment and benefit of the Project and vital public health and safety services by the Scheduled Substantial Completion Date, which may directly result adverse affects to public and private property and health and additional costs of administering this Comprehensive Agreement (including engineering, legal, accounting, overhead and other administrative costs). The Parties acknowledge and agree that each of the foregoing damages are not indirect, incidental or consequential damages hereunder.

(C) Sole Remedy; Exceptions. The parties acknowledge and agree that the City's actual damages or losses in each such circumstance are impossible to ascertain as of the Effective Date and that the amounts payable to, or to be retained by, the City through the exercise of any Liquidated Damage Right are a fair and reasonable estimate of fair compensation to the City for the intended circumstance, as applicable, shall constitute City Liquidated Damages in each such circumstance and are not a penalty against the Developer. The Developer is expressly estopped from claiming, and waives any right to claim, that the exercise of any Liquidated Damage Right by the City amounts to a penalty or is not enforceable. The liquidated damages resulting from the City's exercise of a Liquidated Damage Right shall constitute the only damages payable by the Developer to the City to compensate the City for the damages or losses resulting from the specific circumstances contemplated by such Liquidated Damage Right, and the exercise of such right by the City shall constitute the City's sole remedy in respect of such circumstances; provided, however, that such limitation is subject and without prejudice to:

- (1) any entitlement of the City to specific performance of any obligation of the Developer under this Comprehensive Agreement;
- (2) any entitlement of the City to injunctive relief;
- (3) any right of the City to declare the occurrence of a Developer Event of Default under Section 18.1(A) (Developer Events of Default Defined);
- (4) the Developer's indemnification obligations under Section 22 (Indemnification) in respect of third-party claims;
- (5) the determination of Developer liability in respect of a termination for Developer Event of Default made pursuant to Section 4.1 (Calculation) of Section 20.2(E) (Consideration for Convenience Termination Amount);
- (6) the ability to suspend Developer for failure to pay City Liquidated Damages for 30 consecutive days;
- (7) any other express right of the City pursuant to this Comprehensive Agreement.

Section 17.3. WAIVER OF REMEDIES¶

No failure to exercise, and no delay in exercising, any right or remedy under this Comprehensive Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Comprehensive Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

Section 17.4. EXERCISE OF REMEDIES¶

(A) Remedies Exclusive. The respective rights and remedies of the parties set out in this Comprehensive Agreement shall be the exclusive rights and remedies for breach of this Comprehensive Agreement, and the parties shall have no obligations or liabilities in connection with this Comprehensive Agreement and the Contract Services except as expressly set out in this Comprehensive Agreement.

(B) Similar Rights and Remedies. A party will not be prevented from enforcing a right or remedy on the basis that another right or remedy hereunder deals with the same or similar subject matter.

(C) Single or Partial Exercise of Remedies. No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

Section 17.5. NO DUPLICATIVE RECOVERY OR CLAIMS OUTSIDE CONTRACT¶

Every right to claim compensation, indemnification or reimbursement under this Comprehensive Agreement shall be construed so that recovery is without duplication to any other

amount recoverable under this Comprehensive Agreement. Neither party shall be entitled to make any claim against the other party for compensation, indemnification or reimbursement other than as provided under this Comprehensive Agreement.

Section 17.6. NO SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other party any special, incidental, consequential, punitive or similar losses or damages based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Comprehensive Agreement, or any representation made in this Comprehensive Agreement being materially incorrect, whether such claims are based upon contract, tort, negligence, warranty or any other legal theory. This Section shall not limit the recovery of any such losses or damages under Section 22 (Indemnification) in respect of claims by third parties.

Notwithstanding the foregoing, the following shall not be considered special, consequential, or punitive damages:

- (A) any City Liquidated Damages payable by Developer to the City hereunder;
- (B) any amounts for which Developer is obligated to reimburse to the City or that are otherwise due from the Developer to the City under express provisions of this Comprehensive Agreement;
- (C) any losses, claims, and other amounts (including defense costs) paid under any Surety Bond;
- (D) any amounts paid or payable pursuant to the Developers' indemnification obligations hereunder;
- (E) any amounts paid or payable by the Developer that are covered and actually reimbursed by insurance policies that the Developer is required to place hereunder, including any deductibles or self-insured retentions (if any, that the Developer was required to provide, if coverage was not then in place, or other insurance procured, even though not required to be placed hereunder, but for purposes of the Project;
- (F) any losses arising out of any release of Developer Hazardous Substances;
- (G) any losses, claims, and amounts arising out of, relating to, or resulting from any Developer or Developer Person's gross negligence, reckless or willful misconduct, violation of applicable Law and other illegal activities (or inaction), violation or breach of any Governmental Approval or contract with a third party, criminal conduct, bad faith, intentional misconduct (which excludes intentional default hereunder), arbitrary or capricious acts, or fraud under or relating to this Comprehensive Agreement;
- (H) any credits, deductions, or offset that the City is entitled to assert against amounts owing to the Developer.

SECTION 18
DEVELOPER EVENTS OF DEFAULT

Section 18.1. DEVELOPER EVENTS OF DEFAULT;

(A) Developer Events of Default Defined. For the purposes of this Comprehensive Agreement, “Developer Event of Default” means any of the following events or circumstances:

- (1) the occurrence of a Developer Bankruptcy-Related Event;
- (2) the Developer discontinues work on the Project by failing to perform a material part of the Contract Services for a continuous period in excess of 30 days (not taking into account any days impacted by a Supervening Event) where such failure is not consistent with the Project Schedule, as applicable, and is not expressly permitted or excused by the terms of this Comprehensive Agreement other than pursuant to its right to suspend performance or terminate in accordance with this Comprehensive Agreement;
- (3) the Substantial Completion Date does not occur on or before the Longstop Date as provided in Section 9.6 (Failure to Achieve Substantial Completion by the Longstop Date);
- (4) a Restricted Change in Ownership occurs;
- (5) the Developer fails to comply with Section 21.1 (Assignment and Transfer by Developer; Fundamental Changes);
- (6) a Persistent Breach by the Developer occurs;
- (7) a failure by the Developer to:
 - (a) maintain the policies of Required Insurance to be maintained by the Developer under this Comprehensive Agreement and to comply with its obligation under Appendix 6 (Insurance) to name the City as an insured party; or
 - (b) provide or maintain any Surety Bond required under Section 10.2(C) (Payment and Performance Bond);
- (8) a failure by the Developer to comply with its obligation under:
 - (a) Section 13.1 (Relief Events) timely to repair, replace or restore the Project following the occurrence of a Relief Event; or
 - (b) Section 14.1 (Compensation Events) timely to repair, replace or restore the Project following the occurrence of a Compensation Event;
- (9) the Developer fails to comply with any Governmental Approval in any material respect or any applicable Law;

(10) the Developer makes any written repudiation of this Comprehensive Agreement;

(11) the occurrence of the filing of any of the following:

(a) any claim, including, but not limited to, a claim against any Surety Bond (Payment Bond) by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, or other purported Lien, in each case, concerning the failure of the Developer, in the absence of a dispute or other justification, to pay any such subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, for any work performed or materials supplied pursuant to this Comprehensive Agreement but only to the extent that the City has previously paid Developer for the work performed by said subcontractor or third tier subcontractor;

(b) any judgment lien against the assets of Developer related to the performance of this Comprehensive Agreement which is not satisfied, settled, discharged or contested in a court of law within thirty (30) days from the date of notice to the Developer;

(12) a breach of any representation or warranty made by the Developer to the City in Section 2.2 (Representations and Warranties of the Developer) of this Comprehensive Agreement that is intentionally incorrect, misleading or inaccurate in any material respect when made, or intentionally omits material information when made, which has a material and adverse effect on the City, except any such breach that arises as a direct result of the occurrence of a Supervening Event.;

(13) Developer materially fails to timely observe or perform or cause to be observed or performed any other material covenant, agreement, obligation, term or condition required to be observed or performed by Developer under this Comprehensive Agreement; provided that this clause (13) shall not apply to (a) defaults specifically addressed by other provisions of Section 21.1 (Assignment And Transfer By Developer; Fundamental Changes) and (b) failures for which City Liquidated Damages are assessed;

(14) Developer fails to make any undisputed payment due to the City under this Comprehensive Agreement when due;

(15) (a) unless continued performance of this Comprehensive Agreement is permitted under the terms of a debarment agreement with the City or the State, and after any rights of appeal have been exhausted, (a) there occurs any disqualification, suspension, or debarment (distinguished from ineligibility due to lack of financial qualifications), or there goes into effect an agreement for voluntary exclusion, from bidding, proposing, or contracting with any federal, State, or City department or agency of (i) Developer, (ii) any Developer Person (excluding those under clause (4) of its definition) or (ii) any Affiliate for whom transfer of ownership would constitute a Change in Ownership, or (b) Developer has not dismissed any Project Subcontractor whose work is not substantially complete and who is determined disqualified, suspended or debarred, or otherwise excluded from

bidding, or proposing or contracting with a federal, State, or City department or agency;

(16) Developer fails to meet any commitment under Section 10.8 (Small Business Enterprise (“SBE”) and Local Hiring Goals and Commitments; Educational Programs); and

(17) Developer fails to comply with Section 23.14(B) (Public Records).

Section 18.2. PERSISTENT BREACH¶

(A) If the Developer commits a breach of this Comprehensive Agreement (other than any breach that arises as a direct result of the occurrence of a Supervening Event) that:

(1) continues for more than thirty (30) consecutive days; or

(2) occurs more than three (3) times in any six (6)-month period, the City may serve a notice (an “Initial Warning Notice”) on the Developer, in accordance with Section 18.2 (Persistent Breach).

(B) An Initial Warning Notice must:

(1) specify that it is an Initial Warning Notice;

(2) give reasonable details of the relevant breach; and

(3) state that the relevant breach is a breach which, if it recurs frequently or continues, may result in termination of this Comprehensive Agreement for Persistent Breach.

(C) If, after the date of service of the Initial Warning Notice, the breach specified in the Initial Warning Notice:

(1) continues for more than thirty (30) consecutive days; or

(2) recurs three (3) or more times within the six (6)-month period after such date,

the City may serve another notice (a “Final Warning Notice”) on the Developer, in accordance with Section 18.2(D) (Persistent Breach).

(D) A Final Warning Notice must:

(1) specify that it is a Final Warning Notice;

(2) state that the breach specified has been the subject of an Initial Warning Notice served within the six (6)-month period prior to the date of service of the Final Warning Notice; and

(3) state that if the breach:

(a) continues for more than thirty (30) consecutive days after the date of service of the Final Warning Notice; or

(b) recurs three (3) or more times within the six (6)-month period after the date of service of the Final Warning Notice, then

a Developer Event of Default will occur under Section 18.1(A) (Developer Events of Default Defined).

(E) An Initial Warning Notice must not be served with respect to any incident or breach for which an Initial Warning Notice or Final Warning Notice has been served and is outstanding.

Section 18.3. NOTIFICATION BY THE DEVELOPER

The Developer shall notify the City of the occurrence, and details, of any Developer Event of Default and of any event or circumstance which is likely, with the passage of time or otherwise, to constitute or give rise to a Developer Event of Default, in either case promptly on the Developer becoming aware of its occurrence.

Section 18.4. CURE AND REMEDIAL PROGRAM

(A) Notice and Remedy or Remedial Program.

(1) After the occurrence of a Developer Event of Default and while it is subsisting, the City shall serve a notice (“Developer Default Notice”) on the Developer specifying in reasonable detail the type and nature of the Developer Event of Default.

(2) Upon receipt of a Developer Default Notice, the Developer shall have the following cure periods:

(a) for a Developer Event of Default under Section 18.1(A)(7)(a), Section 18.1(A)(8), Section 18.1(A)(9), Section 18.1(A)(10), Section 18.1(A)(11)(a); Section 18.1(A)(12); Section 18.1(A)(13), Section 18.1(A)(14), Section 18.1(A)(16) and Section 18.1(A)(17) a period of 20 Business Days after the Developer received the Developer Default Notice;

(b) for a Developer Event of Default under Section 18.1(A)(7)(b), a period of three Business Days after the Developer received the Developer Default Notice; and

(c) for a Developer Event of Default under Section 18.1(A)(1), Section 18.1(A)(2), Section 18.1(A)(3), Section 18.1(A)(4), Section 18.1(A)(5), Section 18.1(A)(6), Section 18.1(A)(7)(b), Section 18.1(A)(11)(b), Section 18.1(A)(15) there is no cure period.

(3) A Developer Event of Default under Section 18.1(A)(2) will be regarded as cured when the adverse effects of such Developer Event of Default are cured.

(4) If either the City (as set forth in its notice) or the Developer reasonably considers that a Developer Event of Default cannot reasonably be remedied within any relevant cure period set out in Section 18.4(A) (Notice and Remedy or Remedial Program), the Developer shall deliver to the City within 10 Business Days of such Developer Default Notice, a reasonable remedial program (set forth, if appropriate, in stages) for remedying the Developer Event of Default. The remedial program will specify in reasonable detail the manner in, and the latest date by which the Developer Event of Default is proposed to be remedied.

(B) City Acceptance or Non-Acceptance. If the Developer puts forward a remedial program in accordance with Section 18.4(A)(4) (Notice and Remedy or Remedial Program), the City will have 10 Business Days from receipt of the remedial program within which to notify the Developer that the City, acting reasonably, does not accept the remedial program. The City's failure to provide notice of a rejection within 10 Business Days shall be deemed an acceptance of the proposed remedial program. If the City notifies the Developer that it does not accept the remedial program as being reasonable, the parties will use all reasonable efforts within the following five Business Days to agree to any necessary amendments to the remedial program put forward. In the absence of an agreement within such five Business Days, the question of whether the remedial program (as it may have been amended by agreement) will remedy such Developer Event of Default in a reasonable manner and within a reasonable time period (and, if not, what would be a reasonable program) may be referred by either party to mediation. If the City notifies the Developer that its remediation program is acceptable, the Developer shall implement such remediation program in accordance with its terms.

(C) Remediable Program. The remedial program provisions of this Section shall apply only to those Developer Events of Default referred to in Section 18.4(A)(2)(a) (Notice and Remedy or Remedial Program) and Section 18.4(A)(2)(c) (Notice and Remedy or Remedial Program).

Section 18.5. CITY TERMINATION RIGHT FOR DEVELOPER EVENT OF DEFAULT¶

City has a termination right if the Developer Event of Default has not been cured within any relevant cure period set out in Section 18.4(A)(2)(c) (Notice and Remedy or Remedial Program).

SECTION 19

CITY EVENTS OF DEFAULT

Section 19.1. CITY EVENTS OF DEFAULT¶

For the purposes of this Comprehensive Agreement, "City Event of Default" means any of the following events or circumstances:

(A) a failure by the City to pay the undisputed portion of any Service Fee within 30 days after the due date for the Service Fee as provided in Section 15.5 (Payment Obligations of the City for Additional Contract Services);

(B) any failure by the City to comply with Section 21.2 (Assignment by the City);

(C) except as provided in subsections (A) and (B) of this Section, a material breach, or series of material breaches, by the City of any material term, covenant or undertaking to the Developer; or

(D) a breach of any representation or warranty made by the City to the Developer in Section 2.1 (Representations and Warranties of the City) of this Comprehensive Agreement that is intentionally incorrect, misleading or inaccurate in any material respect when made, which has a material and adverse effect on the Developer, or intentionally omits material information when made, except any such breach that arises as a direct result of the occurrence of a Supervening Event.

Section 19.2. DEVELOPER OPTIONS UPON CITY EVENT OF DEFAULT

(A) After the occurrence of a City Event of Default and while a City Event of Default is continuing, the Developer may, at its option, serve notice on the City of the occurrence and specifying the details of such a City Event of Default.

(B) If the relevant matter or circumstance has not been rectified or remedied by the City: in the case of a City Event of Default under Section 19.1(B) (City Events of Default), Section 19.1(C) (City Events of Default), or Section 19.1(D) (City Events of Default), then within 30 days of such notice or within such longer period, not to exceed 120 days, as is reasonably required for the City to rectify or remedy such City Event of Default as long as the City is diligently pursuing such rectification or remedy, the Developer may serve a further notice on the City and, if no favorable resolution to the City Event of Default is reached, request mediation under Section 16 (Dispute Resolution).

(C) If the relevant matter or circumstance has not been rectified or remedied by the City: in the case of a City Event of Default under Section 19.1(A) (City Events of Default), then within 30 days of such notice or within such longer period, not to exceed 60 days, the Developer may suspend the Contract Services until payment in full of the undisputed amounts then invoiced, due and owing, plus the actual, reasonable demobilization and remobilization costs incurred, the actual, reasonable costs to secure the Project following demobilization until remobilization, and the actual, reasonable, additional, and direct costs, without markup, to the Developer to perform the remaining Contract Services that are directly caused by the suspension.

SECTION 20

OTHER TERMINATION

Section 20.1. EXCLUSIVE RIGHTS OF TERMINATION¶

This Section, together with any other provisions of this Comprehensive Agreement expressly referred to in this Section contain the entire and exclusive provisions and rights of the parties regarding termination of this Comprehensive Agreement, and any and all other rights to terminate at law or in equity are hereby waived to the maximum extent permitted by applicable

Law; provided that termination of this Comprehensive Agreement shall not relieve the Developer, insurer, surety or financial institution that provides security for performance hereunder of its obligation for claims arising prior to termination.

Section 20.2. TERMINATION RIGHTS;

(A) City Termination Rights. This Comprehensive Agreement may be terminated by the City:

(1) in its discretion and for its convenience at any time, by delivery of notice to the Developer stating that the termination is for the convenience of the City (a “Termination for Convenience”), together with a written summary of the basis for its reasonable expectation that it will be able to pay the applicable Termination Amount in full and in a timely manner, both of which must be delivered no less than 30 days prior to the intended Termination Date;

(2) in connection with a Developer Event of Default, pursuant to Section 18 (Developer Events of Default);

(3) In connection with a Force Majeure Event, pursuant to Section 13.2 (Force Majeure Events);

(4) in the event of a Termination by Court Ruling;

(5) pursuant to section 287.135, Florida Statutes, if Developer is found to have submitted a false certification with regards to Section 2.2(N); or

(6) if City has a good faith belief that Developer has knowingly violated section 448.095, Florida Statutes.

(B) Developer Termination Rights. This Comprehensive Agreement may be terminated by the Developer:

(1) in connection with a Force Majeure Event, pursuant to Section 13.2 (Force Majeure Events); or

(2) in the event of a Termination by Court Ruling.

(C) Extent of Termination Rights. Except as provided or referred to in subsections (A) and (B) of this Section neither party shall have the right to terminate this Comprehensive Agreement.

(D) Termination Date. The Termination Date for any early termination of this Comprehensive Agreement as provided in subsections (A) or (B) of this Section shall be the date specified in the table below. It shall not be a condition to the establishment of the Termination Date that the City shall have paid the applicable Termination Amount.

<u>Termination Circumstance</u>	<u>Termination Date</u>
Termination for Convenience by the City	The date specified in the City’s written notice of termination which shall be no less than 30 days after the date on which such termination notice is given
Termination Upon an Event of Default	The date notice of termination is delivered by the terminating party
Termination by Court Ruling	The date of issuance of a final, non-appealable court order by a court of competent jurisdiction
Termination for Extended Force Majeure	The date that is 30 days from the delivery of notice thereof by the terminating party

(E) Consideration for Convenience Termination Amount. The right of the City to terminate this Comprehensive Agreement for its convenience and in its discretion in accordance with this Article constitutes an essential part of the overall consideration for this Comprehensive Agreement, and the Developer shall not be entitled to any damages (other than damages for failure to pay the Termination Amount provided for in Section 20.6 (Compensation for Certain Termination Events) by reason of a City breach of this Comprehensive Agreement, including a breach of the City’s implied covenant of good faith and fair dealing, in the exercise of its right to terminate this Comprehensive Agreement under subsection Section 20.2(A)(1) (City Termination Rights) for the convenience of the government.

(F) Continued Performance. The parties shall continue to perform their obligations under this Comprehensive Agreement (including the City continuing to pay the Service Fee) to the extent necessary to leave the Project Site in a secure and safe manner through the Termination Date, notwithstanding the giving of any notice of default or notice of termination.

(G) Completion or Continuance by City. After the Termination Date, subject to Section 20.4 (Transitional Arrangements), the City may, subject to limitations provided in this Comprehensive Agreement or applicable State Law, at any time (but without any obligation to do so) take any and all actions necessary or desirable to continue and complete the Contract Services so terminated, including entering into contracts with other operators and contractors.

Section 20.3. TRANSFER TO THE CITY OF ASSETS, CONTRACTS AND DOCUMENTS

(A) Transfer Responsibilities. On or promptly after the Termination Date:

(1) if the Termination Date occurs prior to the Substantial Completion Date:

(a) the Developer shall preserve and protect the structures, equipment, materials and other property comprising the Project as so far constructed; and

(b) insofar as any transfer will be necessary to fully and effectively transfer property to the City, the Developer shall transfer to, and there will vest in, the City, free from all financial encumbrances, such part of the Project as has been constructed on or has become affixed to the Project Site and, if the City so elects:

(i) the construction plant and equipment will remain available to the City for the purposes of completing the Contract Services; and

(ii) all other Project-related plant and all materials on or near the Project Site will remain available to the City for the purposes of completing the Contract Services, subject to payment by the City of the Developer's reasonable charges, provided those charges have not already been accounted for and included in the Termination Payment pursuant to Section 20.6 (Compensation for Certain Termination Events);

(2) if the City so elects, the Developer shall cause any or all of the Project Subcontracts (and any related contracts which govern the obligations between the Developer and the Project Subcontractor whose obligations have been assigned (such as a coordination or interface agreement)) to be novated or assigned to the City, provided that if termination occurs under Section 19.2 (Developer Options Upon City Event of Default) the consent of the applicable Project Subcontractor will be required;

(3) the Developer shall, or will cause all Project Subcontractors to, offer to sell to the City at the Fair Market Value, free from any security interest all or any part of the stocks of material and other assets, spare parts and other moveable property owned by the Developer or any Project Subcontractor and reasonably required by the City in connection with the operation of the Project or the provision of the Contract Services;

(4) the Developer shall deliver to the City (to the extent not already delivered to the City):

(a) all existing designs, plans and other documents produced in connection with the Project and in the control of the Developer or all Project Subcontractors;

(b) one complete set of existing constructions drawings showing all alterations made to the Project since the commencement of operation of the Project;

(c) one complete set of existing, up-to-date maintenance, operation and training manuals for the Project, subject to reasonable generally applicable third-party licensing terms;

(d) relevant information pertaining to any Legal Proceedings against the Developer by the Project Subcontractors, or other third parties relating to the termination of the Contract Services (or any Subcontracts); and

- (e) copies of all Subcontracts, together with a statement of:
 - (i) the items ordered and not yet delivered pursuant to each agreement;
 - (ii) the expected delivery date of all such items;
 - (iii) the total cost of each agreement and the terms of payment; and
 - (iv) the estimated cost of canceling each agreement;
- (5) the Developer shall use all reasonable efforts to ensure that the benefit of existing Project Intellectual Property and all warranties in respect of mechanical and electrical plant and equipment used or made available by the Developer under this Comprehensive Agreement and included in the Project but not previously assigned or licensed to the City are assigned, licensed or otherwise transferred to the City;
- (6) to the extent permitted by applicable Law, the Developer shall assign to the City all Governmental Approvals;
- (7) the Developer shall deliver to the City all books, records and files required to be kept by the Developer hereunder (the Developer having the right to retain copies thereof) unless such documents are:
 - (a) required by applicable Law to be retained by the Developer or a Project Subcontractor, in which case complete copies will be delivered to the City; or
 - (b) privileged from production pending resolution of any outstanding dispute, in which case such records will be delivered forthwith upon resolution of such dispute, provided that any records that are necessary for the performance of the Contract Services will be delivered to the City no later than the Termination Date;
- (8) the Developer shall give written notice of termination of the Comprehensive Agreement, promptly under each policy of Required Insurance maintained by the Developer pursuant to its obligations under Appendix 6 (Insurance) (with a copy of each such notice to the City), but permit the City to continue such policies thereafter at its own expense, if possible; and
- (9) the Developer shall take such other actions, and execute such other documents as may be necessary to effectuate and confirm the foregoing matters, or as may be otherwise necessary or desirable to minimize the City's costs, and take no action which shall increase any amount payable by the City under this Comprehensive Agreement.

(B) No Additional Compensation. The Developer shall ensure, that provision is made in all applicable contracts to ensure that the City will be in a position to exercise its rights,

and the Developer shall be in a position to comply with its obligations, under this Section without additional payment or compensation to any person.

(C) Use of Design Documents Following Termination. Without limiting Section 6.6(E), if this Comprehensive Agreement is terminated, and the City (or any designee of the City) uses any Design Documents or other Intellectual Property developed by or on behalf of the Developer without the involvement of the Developer and the Architect for such work, then the Developer and the Architect are thereupon released from all liability on account of such use, except to the extent caused by any of the matters referred to in Section 22.1(A) through Section 22.1(F) (Developer's Obligation to Indemnify).

Section 20.4. TRANSITIONAL ARRANGEMENTS

The Developer shall, in connection with the expiration or termination of this Comprehensive Agreement:

- (A) stop the Contract Services on the Termination Date;
- (B) on the Termination Date deliver to the City:
 - (1) all keys, access codes or other devices required to operate the Project; and
 - (2) any Project Intellectual Property required to be delivered by the Developer pursuant to Section 20.3(A)(5) (Transfer Responsibilities);
- (C) as soon as practicable after the Termination Date vacate, and cause the Developer Persons to vacate, the Project Site, and leave the Project Site and the Project in a safe, clean and orderly condition;
- (D) on request by the City and on payment of the Developer's reasonable costs by the City, for a period not to exceed 90 days after the Termination Date, co-operate fully with the City and any successor providing to the City services in the nature of any of the Contract Services or any part of the Contract Services, in order to achieve a smooth transfer of the manner in which the City obtains services in the nature of the Contract Services and to avoid or mitigate in so far as reasonably practicable any inconvenience or any risk to the health and safety of the employees of the City and members of the public; and
- (E) as soon as practicable following the Termination Date, remove from the Project Site all property of the Developer or any Developer Person that is not acquired by the City pursuant to Section 20.3 (Transfer to the City of Assets, Contracts and Documents) (or not belonging to the City) and if it has not done so within 60 days after any notice from the City requiring it to do so, the City may (without being responsible for any loss, damage, costs or expenses) remove and sell any such property and will hold any proceeds less all costs incurred to the credit and direction of the Developer.

Section 20.5. DEVELOPER TO COOPERATE

After the Termination Date, Developer shall, upon the written request of the City, cooperate with the City and assist any new entity providing Contract Services, including but not limited to, by providing information in the Developer's control or possession which the City or the new entity providing Contract Services may reasonably require. If any such post-Termination Date services are required of the Developer, the Developer shall be entitled to reimbursement for all reasonable out of pocket expenses and internal costs incurred in connection with the foregoing services. If the City wishes to conduct a competition prior to the Termination Date with a view to entering into an agreement for the provision of services (which may or may not be the same as, or similar to, the Contract Services or any of them) following the Termination Date, the Developer shall prior to the Termination Date cooperate with the City fully in such competition process, including by:

(A) providing any information in the Developer's control or possession which the City may reasonably require to conduct such competition, except that information which is commercially sensitive to the Developer or a Developer Person (and, for such purpose commercially sensitive means information which would if disclosed to a competitor of the Developer or a Developer Person give that competitor a material competitive advantage over the Developer or the Developer Person and thereby prejudice the business of the Developer or the Developer Person); and

(B) assisting the City by providing any participants in such competition process with access to the Project Site and the Project provided such access does not affect the Contract Services in a way that results in any reduction in Service Fee.

Section 20.6. COMPENSATION FOR CERTAIN TERMINATION EVENTS.

(A) The City shall pay the Developer the following, only when this Comprehensive Agreement explicitly provides for compensation for termination; provided, however, that in no event shall the Developer be entitled to compensation in excess of the total Service Fee of the Comprehensive Agreement:

(1) The value of accepted Contract Services in place, considering the Schedule of Values and the Project Schedule, including executed Change Orders and retainage, in each case to the extent not already paid by the City; plus

(2) The reasonable cost of City approved materials which have been fabricated or delivered but not paid for by the City and cannot be used otherwise, including reasonable cancellation fees of the supplier subcontractor; plus

(3) The reasonable cost of re-stocking, returning or canceling orders for standard materials not yet incorporated into the Contract Services; plus

(4) The reasonable cost of any work done to protect the Contract Services in place, to clear the Project Site and for demobilization; minus

(5) any credits, deductions or offsets that this Comprehensive Agreement expressly provides to the City against amounts owing the Developer.

SECTION 21

ASSIGNMENT AND CHANGE IN CONTROL

Section 21.1. ASSIGNMENT AND TRANSFER BY DEVELOPER; FUNDAMENTAL CHANGES.

(A) Assignment by the Developer; Change in Ownership. The Developer shall not voluntarily or involuntarily sell, assign, convey transfer, mortgage, pledge or otherwise encumber or dispose of this Comprehensive Agreement or any of its rights or obligations under this Comprehensive Agreement without the prior, written consent of the City, granted in its sole discretion. The Developer shall not voluntarily or involuntarily effect a Change in Ownership without the prior, written consent of the City, granted in its sole discretion. For clarification, this subsection (A) shall not apply to the awarding of Project Subcontracts pursuant to the Comprehensive Agreement.

(B) Change of Organization or Name. The Developer shall not change its legal form of its organization in a manner that adversely affects the City's rights, protections, or remedies under this Comprehensive Agreement, as determined in the City's sole discretion, without the prior, written consent of the City. If the Developer changes its name, then the Developer agrees to promptly (and in any event within ten (10) Business Days of such change) furnish the City with written notice of such name change and appropriate supporting documentation.

(C) Grant of Rights. Without limiting Section 21.1(A) (Assignment by the Developer), the Developer shall not grant any special right of entry onto, special occupancy of, use of, or right to manage and control the Project to any other person or entity that is not in the ordinary course of the Developer performing the Work, without prior, written consent of the City, granted in its sole discretion.

Section 21.2. ASSIGNMENT BY THE CITY.

(A) The City may, upon prior written notice to the Developer, but without the Developer's consent, assign, transfer or otherwise dispose of all or any portion of its rights, title and interest in and to this Comprehensive Agreement, the Project, the Project Site or the performance bond to any other Government Entity that:

- (1) succeeds to the governmental powers and authority of the City;
- (2) has sources of funding to perform the payment obligations of the City under this Comprehensive Agreement that are at least as adequate and secure as the City's, or has a credit rating that is at least as high as the City's, at the time of assignment; and
- (3) assumes all of the City's obligations under this Comprehensive Agreement.

(B) Notwithstanding the foregoing, the City may assign, transfer or otherwise

dispose of all or any portion of its rights, title and interest in and to this Comprehensive Agreement, the Project Site, or the performance bond to any other entity that does not satisfy the conditions set forth above provided the City first obtains the prior written consent of the Developer.

Section 21.3. NOTIFICATION; COSTS OF REQUEST FOR CONSENT¶

With respect to any change in legal or beneficial ownership that requires the City's consent pursuant to this Section 21 (Assignment and Change in Control), the Developer shall provide the City with at least thirty (30) days' prior written notice of any Change in Ownership. If the Developer requests consent to an assignment, transfer or disposition pursuant to this Section 21 (Assignment and Change in Control), the Developer shall pay the City's reasonable internal administrative and personnel costs and all out-of-pocket costs in connection with considering any such request. After the decision of the City is rendered, the City will invoice the Developer for the amounts due under this Section with reasonable substantiation of such costs and Developer shall remit payment to the City within 30 days after the date of the invoice.

SECTION 22

INDEMNIFICATION

Section 22.1. DEVELOPER'S OBLIGATION TO INDEMNIFY¶

To the fullest extent permitted under applicable Law, including specifically section 725.06, Florida Statutes, the Developer shall indemnify, hold harmless and keep each City Indemnitee indemnified at all times from and against all Loss-and-Expense that any City Indemnitee may sustain (except to the extent such Loss-and-Expense is caused by, in each case, the misconduct, negligence or other intentional act of the City Indemnitee seeking indemnity) in connection with (i) any loss of or physical damage to property or assets of any City Indemnitee, or (ii) any claim made by one or more third parties (including for loss of or physical damage to property or assets), or (iii) any claim for, or in respect of, the death, personal injury, disease or illness of any person, including any City Indemnitee, arising by reason of any:

(A) breach of any representation or warranty by the Developer under this Comprehensive Agreement;

(B) negligent act or omission of the Developer in connection with the Comprehensive Agreement;

(C) recklessness of the Developer in connection with the Comprehensive Agreement;

(D) intentional wrongful misconduct of the Developer in connection with the Comprehensive Agreement;

(E) non-compliance by the Developer with any of the provisions of this Comprehensive Agreement or any document, instrument or agreement delivered to the City as required under this Comprehensive Agreement;

(F) Developer Hazardous Substances; or

(G) breach by the Developer of, or non-compliance by the Developer with, any Governmental Approval or applicable Law, or the failure of the Developer to obtain all necessary Governmental Approvals in accordance with this Comprehensive Agreement, except to the extent caused by a City Fault, or a City Event of Default. The Developer's indemnity obligations under this Section shall not be limited by any coverage exclusions or other provisions in any policy of Required Insurance or other insurance maintained by the Developer which is intended to respond to such events. This Section may be relied upon by the City Indemnitees and may be enforced directly by any of them against the Developer in the same manner and for the same purpose as if pursuant to a contractual indemnity directly between them and the Developer.

Section 22.2. INDEMNIFICATION PROCEDURES

(A) Notice. If a City Indemnitee receives any notice, demand, letter or other document concerning any claim for which it appears that the City Indemnitee is, or may become entitled to, indemnification or compensation under this Comprehensive Agreement in respect of the claim, the City Indemnitee shall give notice in writing to the Developer as soon as reasonably practicable and in any event within 20 Business Days of receipt thereof, provided, however, that failure to give notice within 20 Business Days shall not relieve Developer of its indemnity and defense obligations unless it has been materially prejudiced by said belated notice.

(B) Developer Right to Dispute Claim. If notice is given as provided in subsection (A) of this Section, the Developer shall be entitled to dispute the claim in the name of the City Indemnitee at the Developer's own expense and take conduct of any defense, dispute, compromise, or appeal of the claim and of any incidental negotiations. The City Indemnitee will give the Developer all reasonable cooperation, access and assistance for the purposes of considering and resisting such claim.

(C) Conflicts of Interest. In responding to any claim as described in subsection (B) of this Section in which there is a conflict of interest between the Developer and the City Indemnitee, the City Indemnitee may appoint independent legal counsel in respect of such claim and, if it is determined that the City Indemnitee is entitled to indemnification by or compensation from the Developer, all reasonable costs and expenses incurred by the City Indemnitee in so doing (including but not limited to the cost and expense of in-house legal counsel) will be included in the indemnity or compensation from the Developer.

(D) Rights and Duties of the Parties. With respect to any claim conducted by the Developer pursuant to subsection (B) of this Section:

(1) the Developer shall keep the City Indemnitee reasonably informed and consult with it about material elements of the conduct of the claim;

(2) the Developer shall demonstrate to the City Indemnitee, at the reasonable request of the City Indemnitee, that the Developer has sufficient means to pay all costs and expenses that it may incur by reason of conducting the claim; and

(3) the Developer shall not pay or settle such claims without the consent

of the City Indemnitee, such consent not to be unreasonably withheld or delayed.

(E) City Indemnitee Rights to Conduct Defense. The City Indemnitee may take conduct of any defense, dispute, compromise or appeal of the claim and of any incidental negotiations if:

(1) the Developer is not entitled to take conduct of the claim in accordance with subsection (B) of this Section; or

(2) the Developer fails to notify the City Indemnitee of its intention to take conduct of the relevant claim within 30 days of the notice from the City Indemnitee under subsection (B) of this Section or notifies the City Indemnitee that it does not intend to take conduct of the claim; or

(3) the Developer fails to comply in any material respect with subsection (D) of this Section.

(F) Transfer of Conduct of Claim to City Indemnitee. The City Indemnitee may at any time give notice to the Developer that it is retaining or taking over, as the case may be, the conduct of any defense, dispute, compromise, settlement or appeal of any claim, or of any incidental negotiations, to which subsection (B) of this Section applies. On receipt of such notice the Developer will promptly take all steps necessary to transfer the conduct of such claim to the City Indemnitee, and will provide to the City Indemnitee all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim.

(G) Infringement of Intellectual Property Rights. In response to any claim of infringement or alleged infringement of the Intellectual Property rights of any person, the Developer may replace such infringing or allegedly infringing item provided that:

(1) the replacement is performed without cost to the City; and

(2) the replacement has at least equal quality performance capabilities when used in conjunction with the Project.

SECTION 23

MISCELLANEOUS PROVISIONS

Section 23.1. OWNERSHIP OF THE PROJECT¶

The Project shall be owned by the City at all times.

Section 23.2. RELATIONSHIP OF THE PARTIES¶

(A) The Developer is and shall be, in the performance of all work, services and activities under this Comprehensive Agreement, an independent contractor of the City and not an employee, agent, or servant of the City, and the relationship between the parties shall be limited to performance of this Comprehensive Agreement in accordance with its terms. All persons engaged

in any of the work or services performed pursuant to this Comprehensive Agreement shall at all times, and in all places, be subject to Developer's sole direction, supervision, and control. The Developer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Developer's relationship and the relationship of its employees to the City shall be that of an Independent Contractor and not as employees or agents of the City. The Developer does not have the power or authority to bind the City in any promise, agreement or representation other than as specifically provided for in this Comprehensive Agreement.

(B) Neither party shall have any responsibility with respect to the services to be provided or contractual benefits assumed by the other party. Nothing in this Comprehensive Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party. No liability or benefits, such as workers compensation, pension rights or liabilities, or other provisions or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to any party's agent or employee as a result of this Comprehensive Agreement or the performance thereof.

Section 23.3. DESIGNATION OF REPRESENTATIVES

The City shall designate an individual or individuals ("City Representative(s)") and the Developer shall designate an individual or individuals ("Developer Representative(s)") who shall be authorized to make decisions and bind the parties to this Comprehensive Agreement. The initial City Representative(s) and Developer Representative(s) are designated in Appendix 11.

Section 23.4. NO OTHER BUSINESS

The Developer shall not engage in any business or activity other than the business or activities conducted for the purposes of the Project or otherwise as expressly permitted hereunder.

Section 23.5. DEVELOPER PERSONS

The Developer shall, as between itself and the City, be responsible for, and not relieved of its obligations hereunder by, the acts, omissions, breaches, defaults, non-compliance, negligence and willful misconduct of each Developer Person, and all references in this Comprehensive Agreement to any act, omission, breach, default, non-compliance, negligence or willful misconduct of the Developer shall be construed accordingly to include any such act, omission, breach, default, non-compliance, negligence or willful misconduct committed by a Developer Person.

Section 23.6. GENERAL DUTY TO MITIGATE

(A) Mitigation by the Developer. In all cases where the Developer is entitled to receive any relief from the City or exercise any rights, including the right to receive any payments, costs, damages or extensions of time, whether on account of Supervening Events or otherwise, the Developer shall use all reasonable efforts to mitigate such amount required to be paid by the City to the Developer under this Comprehensive Agreement, or the length of the extension of time. Such mitigation measures shall include reasonable, good faith efforts to comply with all procedures and other requirements necessary to obtain any available waiver or exemption from Taxes that would otherwise be borne directly or indirectly by the City. Upon request from the City,

the Developer shall promptly submit a detailed description, supported by all such documentation as the City may reasonably require, of the measures and steps taken by the Developer to mitigate and meet its obligations under this subsection.

(B) Mitigation by the City. In all cases where the City is entitled to receive from the Developer any compensation, costs or damages, but not in any other cases, the City shall use all reasonable efforts to mitigate such amount required to be paid by the Developer to the City under this Comprehensive Agreement, provided that such obligation shall not require the City to:

(1) take any action which is contrary to the public interest, as determined by the City in its reasonable discretion; or

(2) undertake any mitigation measures that might be available arising out of its status as a Governmental Body, but which measure would not normally be available to a private commercial party, except as otherwise may be required by applicable Law.

The City shall have no obligation to mitigate, implied or otherwise, except as set forth in this subsection or otherwise as expressly provided in this Comprehensive Agreement or otherwise required by Florida Law. Upon request by the Developer, the City shall promptly submit a detailed description, supported by all such documentation as the Developer may reasonably require, of the measures and steps taken by the City to mitigate and meet its obligations under this subsection.

Section 23.7. COMPREHENSIVE AGREEMENT ADMINISTRATION¶

(A) Authority of City Representative and Developer Representative. The Developer and the City understands and agrees that the City Representative and the Developer Representative each has only limited authority with respect to the implementation of this Comprehensive Agreement, and cannot bind the City or the Developer with respect to any Comprehensive Agreement Amendment, to waivers, or to incurring costs in excess of the amounts appropriated therefor. Within such limitations, the Developer and the City shall be entitled to rely on the written directions of the City Representative and the Developer Representative. The City Representative and the Developer Representative shall have the right at any time to issue the Developer or the City a written request for information relating to this Comprehensive Agreement. Any written request designated as a “priority request” shall be responded to by the Developer or the City within three Business Days.

(B) Administrative Communications. The parties recognize that a variety of contract administrative matters will routinely arise throughout the Term. These matters will by their nature involve requests, notices, questions, assertions, responses, objections, reports, claims, and other communications made personally, in meetings, by phone, by mail and by electronic and computer communications. The purpose of this Section is to set forth a process by which the resolution of these matters, once resolution is reached, can be formally reflected in the common records of the parties so as to permit the orderly and effective administration of this Comprehensive Agreement.

(C) Contract Administration Memoranda. The principal formal tool for the

administration of routine matters arising under this Comprehensive Agreement between the parties which do not require a Comprehensive Agreement Amendment shall be a "Contract Administration Memorandum". A Contract Administration Memorandum shall be prepared, once all preliminary communications have been concluded, to evidence the resolution reached by the City and the Developer as to matters of interpretation and application arising during the course of the performance of their obligations hereunder. Such matters may include, for example:

- (1) issues as to the meaning, interpretation or application of this Comprehensive Agreement in particular circumstances or conditions;
- (2) calculations required to be made;
- (3) Notices, waivers, releases, satisfactions, confirmations, further assurances, consents and approvals given hereunder; and
- (4) other similar routine contract administration matters.

(D) Procedure. Either party may request the execution of a Contract Administration Memorandum. When resolution of the matter is reached, a Contract Administration Memorandum shall be prepared by or at the direction of the City reflecting the resolution. Contract Administration Memoranda shall be serially numbered, dated, signed by the City Representative and the Developer Representative. The City and the Developer each shall maintain a parallel, identical file of all Contract Administration Memoranda, separate and distinct from Comprehensive Agreement Amendments and all other documents relating to the administration and performance of this Comprehensive Agreement.

(E) Effect. Executed Contract Administration Memoranda shall serve to guide the ongoing interpretation and application of the terms and conditions of this Comprehensive Agreement.

Section 23.8. COMPREHENSIVE AGREEMENT AMENDMENTS¶

(A) Amendments Generally. Notwithstanding the provisions of Section 23.8(B) (Comprehensive Agreement Amendments and Contract Administration), no change, alteration, revision or modification of the terms and conditions of this Comprehensive Agreement shall be made except through a written amendment to this Comprehensive Agreement (a "Comprehensive Agreement Amendment") duly authorized, approved or ratified by the City and duly authorized by the Developer. Comprehensive Agreement Amendments shall be dated and signed by the City Representative and the Developer Representative. Notwithstanding the foregoing, and prevailing over any other contrary provision in this Comprehensive Agreement, consent or approval for Comprehensive Agreement Amendments that materially amend this Comprehensive Agreement will only be effective following the consent of the Council. The City covenants and agrees to present, through the City Mayor or Mayor's designee, all proposed Comprehensive Agreement Amendments that materially amend this Comprehensive Agreement to the Council for its consideration.

(B) Comprehensive Agreement Amendments and Contract Administration Memoranda. In order to maintain a complete file of all agreements made with respect to the Comprehensive Agreement

administration of this Comprehensive Agreement, when a Comprehensive Agreement Amendment or other agreement with respect to this Comprehensive Agreement is entered into and executed by the parties, a Contract Administration Memorandum shall be prepared attaching and acknowledging this Comprehensive Agreement Amendment or other agreement, but need not be executed by the Developer Representative.

Section 23.9. CITY APPROVALS AND CONSENTS.

When this Comprehensive Agreement requires any approval or consent by the City to a Developer submittal, request or report, the approval or consent shall, within the limits of the authority of Section 23.7(A) (Authority of City Representative and Developer Representative), be given by the City Representative in writing and such writing shall be conclusive evidence of such approval or consent, subject only to compliance by the City with the applicable Law that generally governs its affairs. Unless expressly stated otherwise in this Comprehensive Agreement, and except for (1) approvals provided for in Appendix 4 (Technical Requirements), which shall be governed by the terms of such Appendix, and (2) requests, reports and submittals made by the Developer that do not, by their terms or the terms of this Comprehensive Agreement, require a response or action, if the City does not find a request, report or submittal acceptable, it shall provide written response to the Developer describing its objections and the reasons therefor within 30 days of the City's receipt thereof or 10 days (excluding State and federal holidays) if the item relates to an element of work on the critical path of the Project. If no response is received, the request, report or submittal shall be deemed rejected unless the City's approval or consent may not be unreasonably delayed by the express terms hereof, and the Developer may resubmit the same, with or without modification. Requests, reports and submittals that do not require a response or other action by the City pursuant to some specific term of this Comprehensive Agreement shall be deemed acceptable to the City if the City shall not have objected thereto within 30 days of the receipt thereof.

Section 23.10. REFERENCE DOCUMENTS.

It is the Developer's responsibility to have conducted its own analysis and review of the Project and, before the execution of this Comprehensive Agreement, to have taken all steps it considers necessary to satisfy itself as to the accuracy, completeness and applicability of any Reference Documents and data therein upon which it places reliance and to assess all risks related to the Project. Without limiting the Developer's right to claim relief for Differing Site Conditions and Regulated Site Conditions pursuant to this Comprehensive Agreement, and in respect of Disclosed Data, the Developer shall not be entitled to and will not make (and will ensure that no Project Subcontractor makes) any claim against the City, whether in contract, tort or otherwise, including any claim in damages for extensions of time or for additional payments under this Comprehensive Agreement on the grounds:

(A) of any misunderstanding or misapprehension in respect of the Reference Documents or the data therein; or

(B) that incorrect or insufficient information relating to the Reference Documents or the data therein was given to it by any person other than the City, nor will the Developer be relieved from any obligation imposed on or undertaken by it under this

Comprehensive Agreement on any such ground.

Section 23.11. ACTIONS OF THE CITY IN ITS GOVERNMENT CAPACITY

Nothing in this Comprehensive Agreement shall be interpreted as limiting the rights and obligations of the City (or any department or agency thereof), or extending its liability, under applicable Law in their governmental capacity (including police power actions to protect health, safety and welfare), or as limiting the right of the Developer to bring any action against the City (or any department or agency thereof), not based on this Comprehensive Agreement, arising out of any act or omission of the City (or any department or agency thereof) in their governmental capacity. The City retains all its sovereign prerogatives and rights as a City (the “Sovereign”) under State and local law with respect to the planning, design, construction, development and operation of the Project. It is expressly understood that notwithstanding any provisions of this Comprehensive Agreement and the City’s status thereunder:

(A) The City retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a City under State and local law and shall in no way be estopped from withholding or refusing to issue any approvals or applications for building, zoning, planning or development under present or future laws and regulations whatever nature applicable to the planning, design, construction and development of the Project, nor shall the City be liable for the same.

(B) The City shall not by virtue of this Comprehensive Agreement be obligated to grant the Developer any approvals of applications for building, zoning, planning, development or otherwise under present or future applicable Laws of whatever nature applicable to the planning, design, construction, development and/or operation of the Project.

(C) Notwithstanding and prevailing over any contrary provision in this Comprehensive Agreement, any City covenant or obligation that may be contained in this Comprehensive Agreement shall not bind the Council or any other Governmental Body 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 City or other applicable Governmental Body in the exercise of its/their police power(s).

(D) This Agreement shall not, in any manner, alter or waive the City’s sovereign immunity or extend the parties’ liability beyond the limits established in section 768.28, Florida Statutes, as may be amended from time to time.

Section 23.12. CITY FUNDING OBLIGATIONS

The City’s obligations under this Comprehensive Agreement to make Service Fee payments and to make any other payments under this Comprehensive Agreement as they become due and owing are contractual commitments of the City Nothing herein shall be deemed to create a pledge of or lien, legal or equitable, the ad valorem or non-ad tax revenues, or any other revenues of the City, or to permit or constitute a mortgage or lien upon any assets owned by the City. The Project will be paid for from bonded funds, but to the extent other funds are needed, the City’s performance and obligations to pay under this Comprehensive Agreement are contingent upon an

annual appropriation for its purpose by the City.

Section 23.13. CONFIDENTIALITY¶

(A) Confidential Information. Subject to subsection (B) of this Section, Section 23.14 below, and the limitations imposed on the City and Developer under Chapter 119, Florida Statutes, Developer, for itself and for all Developer Persons, shall not disclose Confidential Information received by Developer or any Developer Person to any other person or entity, directly or indirectly, without the City's prior written consent unless required by a lawful order, except that this Section 23.13 (Confidentiality) will not restrict the Developer from disclosing or granting access to such information to Project Subconsultants or the City to its professional advisers and consultants, to the extent necessary, to enable it to perform (or to cause to be performed) or to enforce its rights or obligations under this Comprehensive Agreement, and provided further that the Developer may, subject to obtaining confidentiality restrictions similar to those set forth in this Comprehensive Agreement, provide to a Project Subcontractor (or a Project Subcontractor to its Project Subcontractors) Confidential Information that is necessary to enable the Developer to perform (or to cause to be performed) its obligations under this Comprehensive Agreement.

(B) Exceptions. Subject to any restrictions on the Confidential Information which are imposed by a third party that may own or otherwise have rights in (including rights to demand confidential treatment of) any Confidential Information, the obligation to maintain the confidentiality of the Confidential Information does not apply to Confidential Information:

- (1) that is or comes into the public domain otherwise than through any disclosure prohibited by this Comprehensive Agreement;
- (2) to the extent any person is required to disclose such Confidential Information by applicable Law or, in the case of the City, by generally applicable City information disclosure policies and Public Records Laws; and
- (3) to the extent consistent with City's policy concerning the City's Confidential Information, the details of which have been provided to the Developer in writing prior to the disclosure.

(C) Security Plan. If requested by the City, the Developer shall prepare a security plan to assure that Confidential Information obtained from the City or as a consequence of the performance of the Contract Services is not used for any unauthorized purpose or disclosed to unauthorized persons or entities. The Developer shall advise the City of any request for disclosure of information or of any actual or potential disclosure of information.

(D) Public Communications of Confidential Information. Unless expressly provided in this Comprehensive Agreement or otherwise required by applicable Law (but only to that extent), Developer shall not make or permit to be made any public announcement or disclosure whether for publication in the press, radio, television or any other medium of any Confidential Information, without the written consent of the other party (which will not be unreasonably withheld or delayed).

(E) Equitable Relief. Without prejudice to any other rights and remedies that

Comprehensive Agreement

the other party may have, each of the parties agrees that damages may not be an adequate remedy for a breach of subsection (A) of this Section, and that the other party will, in such case, be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of subsection (A) of this Section.

Section 23.14. PUBLIC RECORDS¶

(A) The Developer shall comply, and shall require its Project Subcontractors and subcontractors to comply with Public Records Laws, specifically to:

(1) Keep and maintain all records required by the City to perform the service.

(2) Upon request from the City's custodian of public records or designee 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, or as otherwise provided by applicable Law.

(3) Ensure that Public Records that are exempt or confidential and exempt from Public Records' disclosure requirements are not disclosed except as authorized by law for the duration of this Comprehensive Agreement, and following completion of this Comprehensive Agreement, if the Developer does not transfer the records to the City.

(4) Upon expiration of the Comprehensive Agreement, or the earlier termination thereof, transfer, at no cost, to the City all Public Records in possession of the Developer or keep and maintain for inspection and copying all Public Records in its possession. If the Developer, upon expiration of the Term, or the earlier termination thereof: i.) transfers all Public Records to the City, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from Public Records disclosure requirements; and ii.) keeps and maintains Public Records, the Developer shall meet all applicable Law and 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.

(B) If the Developer fails to provide Public Records to the City within a reasonable amount of time, this may be subject to penalties under Chapter 119, Florida Statutes and shall be deemed an Event of Default under this Comprehensive Agreement.

(C) The Developer acknowledges and agrees that all documents maintained and generated pursuant to this Comprehensive Agreement are subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes, as amended.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS COMPREHENSIVE AGREEMENT, THE DEVELOPER SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT:

600 WEST BLUE HERON BLVD., RIVIERA BEACH, FL., 33404 TEL. (561) 845-4090
CROBINSON@RIVIERABEACH.ORG.

(D) For avoidance of doubt, and notwithstanding anything to the contrary herein, the Developer acknowledges and understands that the City and public shall have access and ability to review and copy, at all reasonable times, all documents and information pertaining to this Comprehensive Agreement, subject to the provisions of Chapter 119, Florida Statutes, including without limitation section 119.0701, Florida Statutes, as amended, and agrees to allow access by the City and the public (with such public requests being administered through the City) to all documents subject to disclosure under applicable Laws. Developer shall hold the City harmless from any costs and fees incurred by the City because of Developer's failure to comply with these obligations. Should Developer determine to dispute any public access provision required by Florida Statutes, then Developer shall do so at its own expense and at no cost to the City.

Section 23.15. COMPLIANCE WITH MATERIAL AGREEMENTS¶

The Developer shall comply with its obligations under agreements of the Developer which are material to the performance of its obligations under this Comprehensive Agreement. The City shall comply with its obligations under agreements of the City which are material to the performance of its obligations hereunder.

Section 23.16. BINDING EFFECT¶

This Comprehensive Agreement shall inure to the benefit of and shall be binding upon the City and the Developer and any assignee acquiring an interest hereunder consistent with Section 21 (Assignment and Change in Control).

Section 23.17. CONSENTS¶

Any consent required to be given under this Comprehensive Agreement shall be in writing.

Section 23.18. NOTICES¶

(A) Procedure. All notices, consents, approvals or written communications given pursuant to the terms of this Comprehensive Agreement will be in writing and will be considered to have been sufficiently given if delivered both by electronic transmission to the address, or electronic mail address of each party set forth below in this Section, or to such other address, or electronic mail address as any party may, from time to time, designate in the manner set forth above and by hand or certified mail, return receipt requested. Any such notice or communication will be considered to have been received:

(1) if delivered by hand during business hours (and in any event, at or before 5:00 p.m. local time in the place of receipt) on a Business Day, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business hours on the next Business Day;

(2) if delivered by electronic mail during business hours (and in any

event, at or before 5:00 p.m. local time in the place of receipt) on a Business Day, upon receipt, and if not delivered during business hours, upon the commencement of business hours on the next Business Day.

(B) City Notice Address. Notices required to be given to the City shall be addressed as follows:

City

Jonathan E. Evans
City Manager
City of Riviera Beach
1481 W 15th St., Suite 238
Riviera Beach, FL 33404
Telephone: 561-812-6592
Email: citymanagersoffice@rivierabeach.org

with a copy to:

City of the City Attorney
1481 W. 15th St., 2nd Floor
Riviera Beach, FL 33404
Attention: Dawn Wynn, City Attorney
Telephone: 561-845-4069
Email: DWynn@rivierabeach.org

(C) Developer Notice Address. Notices required to be given to the Developer shall be addressed as follows:

Derek Wolhope, SVP
Kaufman Lynn Construction, Inc.
3185 S. Congress Avenue
Delray Beach, FL 33445
Dwolhope@kaufmanlynn.com

with a copy to:

Joshua Atlas, Esq., Chief Legal Officer
Kaufman Lynn Construction, Inc.
3185 S. Congress Avenue
Delray Beach, FL 33445
Telephone No.: 561-361-6700
Email: jatlas@kaufmanlynn.com

(D) Owner's Representative Address. Notices required to be given by the Developer to the Owner's Representative under Section 6.9(E) shall be addressed as follows:

PSA Management

1516 E. Hillcrest Street
Suite 310
Orlando, FL 3280
Attention: Chris Hassall
Telephone: 407-898-9119
Email: chassall@psaonline.com

Section 23.19. NOTICE OF LITIGATION¶

In the event the Developer or City receives notice of or undertakes the defense or the prosecution of any Legal Proceedings, claims, or investigations in connection with the Project, the party receiving such notice or undertaking such defense or prosecution shall give the other party timely notice of such proceedings and shall inform the other party, to the extent possible, in advance of all hearings regarding such proceedings. For purposes of this Section only, “timely notice” shall be deemed given if the receiving party has a reasonable opportunity to provide objections or comments or to proffer to assume the defense or prosecution of the matter in question, given the deadlines for response established by the relevant rules of procedure.

Section 23.20. FURTHER ASSURANCES¶

The parties will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents (including certificates, declarations, affidavits, reports and opinions) and things as the other party may reasonably request for the purpose of giving effect to this Comprehensive Agreement or for the purpose of establishing compliance with the representations, warranties and obligations of this Comprehensive Agreement.

Section 23.21. PROJECT MANAGEMENT COMMITTEE¶

The parties shall cause its respective appointed members to continue to participate in the “Project Management Committee.” The Project Management Committee will meet regularly with each other and with other representatives of the parties through the Term, with the frequency and scope of such meetings to be determined mutually by the committee members, in their reasonable judgment, based on the then-current status of the Project implementation and Project Schedule, it being the parties intent that Project Management Committee meetings will generally be held in conjunction with the OAC Meetings. If all of the committee members agree, then the Project Management Committee shall attempt to resolve contractual disputes raised by the Developer or the City prior to invocation of the formal dispute resolution procedures under Section 16. Developer shall provide the City with periodic written reports and briefings concerning the status of its performance of obligations under this Comprehensive Agreement, including, without limitation, information concerning construction activity and Project Schedule. The frequency and scope of such written reports and briefings shall be determined mutually by the committee members, in their reasonable judgment. Following any meeting, and except as otherwise may be reasonably requested by City, the Project Management Committee shall provide minutes of the OAC Meetings, inclusive of any activities of the Project Management Committee, to the City’s City Manager, and members, at the City’s direction, within the Service Fee, will attend, as requested, meetings of the City Council to discuss the development and construction of the Project. The parties intend that the actions of the Project Management Committee shall suffice for, or

facilitate, resolution of disputes prior to invocation of the dispute resolution process here, under Sections 16.5-242 and 16.5-242 of the Code of Ordinances of the City.

SECTION 24

REPRESENTATIONS/BINDING AUTHORITY

Developer has full power, authority and legal right to execute and deliver this Comprehensive Agreement and perform all of its obligations under this Comprehensive Agreement. By signing this Comprehensive Agreement, CHRIS LONG, DIVISION PRESIDENT hereby represents to the City that he/she has the authority and full legal power to execute this Comprehensive Agreement and any and all documents necessary to effectuate and implement the terms of this Comprehensive Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Comprehensive Agreement.

SECTION 25

EXHIBITS, APPENDICES, ATTACHMENTS

Each Appendix (or other exhibit, attachment, annex, or other supplement) referred to in this Comprehensive Agreement forms an essential part of this Comprehensive Agreement. The exhibits, if not physically attached, should be treated as part of this Comprehensive Agreement and are incorporated herein by reference.

SECTION 26

TIME IS OF THE ESSENCE

As a material consideration for entering into this Comprehensive Agreement, Developer hereby commits, and City is relying upon Developer's commitment, to design and construct the entire Project, meeting each of the deadlines in the Project Schedule, as such milestones or time periods may be adjusted pursuant to this Comprehensive Agreement.

Time is of the essence with respect to (i) the time periods and limitations with respect to notices and other communications and (ii) the time periods and limitations (including completion deadlines in the Project Schedule or otherwise identified under this Comprehensive Agreement, and in each case, except where this Comprehensive Agreement expressly provides for extension of time or allows delay subject to payment of City Liquidated Damages or other compensation to the City, Developer hereby waives any right at law or in equity to tender or complete delivery, response, or performance, as applicable, beyond the applicable time period, or to require the City to accept such delivery, response, or performance.

SECTION 27

WAIVER

(A) No waiver of any term, covenant or condition of this Comprehensive Comprehensive Agreement

Agreement shall be valid unless in writing and signed by the obligee party. No right conferred on either party shall be deemed waived, and no breach of this Comprehensive Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right.

(B) The exercise by a party of any right or remedy provided under this Comprehensive Agreement shall not waive or preclude exercise of any other right or remedy. No waiver by any party of any right or remedy under this Comprehensive Agreement shall be deemed to be a waiver of any other or subsequent right or remedy under this Comprehensive Agreement. The consent by one party to any act by the other party requiring such consent shall not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

(C) Except as provided otherwise in this Comprehensive Agreement, no act, delay or omission done, suffered or permitted by one party or its agents shall be deemed to waive, exhaust or impair any right, remedy or power of such party hereunder, or to relieve the other party from the full performance of its obligations under this Comprehensive Agreement.

(D) Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of this Comprehensive Agreement at any time shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. Furthermore, if the parties make and implement any interpretation of this Comprehensive Agreement without documenting such interpretation by an instrument in writing signed by both parties, such interpretation and implementation thereof will not be binding in the event of any future Disputes.

(E) The acceptance of any payment or reimbursement by a party shall not waive any preceding or then-existing breach or default by the other party of any term, covenant or condition of this Comprehensive Agreement, other than the other party's prior failure to pay the particular amount or part thereof so accepted, regardless of the paid party's knowledge of such preceding or then-existing breach or default at the time of acceptance of such payment or reimbursement. Nor shall such acceptance continue, extend or affect: (a) the service of any notice, any Dispute resolution procedures or final judgment; (b) any time within which the other party is required to perform any obligation; or (c) any other notice or demand.

SECTION 28

SUCCESSORS AND ASSIGNS

This Comprehensive Agreement shall be binding upon and inure to the benefit of the City and the Developer and each of their successors, permitted assigns and legal representatives.

SECTION 29

LIMITATION ON THIRD PARTY BENEFICIARIES

It is not intended by any of the provisions of the this Comprehensive Agreement to create

any third party beneficiary hereunder or to authorize anyone not a party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof. Except as otherwise provided in this Section 29 (Limitation on Third Party Beneficiaries), the duties, obligations and responsibilities of the parties to this Comprehensive Agreement with respect to third parties shall remain as imposed by applicable Law. This Comprehensive Agreement shall not be construed to create a contractual relationship of any kind between the City and a Project Contractor or any person or entity other than Developer.

SECTION 30

NO PERSONAL LIABILITY OF THE CITY'S OR THE CITY'S CONSTITUENTS; NO TORT LIABILITY

(A) The City and the City Indemnitees are acting solely as agents and representatives of such respective entities, as applicable, when carrying out the provisions of or exercising the power or authority granted to them under the this Comprehensive Agreement. They shall not be liable to Developer or any Developer Person either personally or as officers, employees, advisors, consultants, or representatives of the City or for actions in their ordinary course of employment or engagement.

(B) The parties agree to provide to each other with Notice of any claim that such party may receive from any third party relating in any way to the matters addressed in this Comprehensive Agreement, and shall otherwise provide notice in such form and within such period as is required by applicable Law.

SECTION 31

INTEGRATION OF THIS COMPREHENSIVE AGREEMENT

The City and Developer agree and expressly intend that, this Comprehensive Agreement and the design work performed under the Interim Development Agreement, contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Comprehensive Agreement constitutes a single, non-severable, integrated agreement whose terms are interdependent and non-divisible. Without limiting the generality of the foregoing, this Comprehensive Agreement, shall completely and fully supersede all other understandings and agreements among the parties with respect to such transactions, but shall adopt as part of this Comprehensive Agreement all design work performed as part of the Interim Development Agreement.

SECTION 32 COUNTERPARTS

This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of this instrument by electronic (email) delivery in portable document format (“*.pdf”) will be deemed to be valid delivery thereof. The parties shall each deliver original, executed counterparts to the other no later than 30 days following the Effective Date.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Comprehensive Agreement to be executed by their duly authorized representatives on the day and year first above written.

KAUFMAN LYNN CONSTRUCTION, Inc.

Name: CHRIS LONG
Title: DIVISION PRESIDENT
Date: _____

CITY OF RIVIERA BEACH, FL

ATTEST: Developer

Name: RONNIE L. FELDER
Title: Mayor
Date: _____

By: _____

Corporate Secretary/Notary Public

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

BY: _____
DAWN S. WYNN
CITY ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
JOSEPH S. GELLER, ESQ.
GREENSPOON MARDER LLP

BY: _____
ELIZABETH T. MCBRIDE
DEPUTY CITY MANAGER

Date: _____

Date: _____

APPENDIX 1

Project Site Information

[attached]

APPENDIX 2

Reserved

APPENDIX 3

Project Schedule

[attached]

APPENDIX 4

Technical Requirements

[attached]

APPENDIX 5

Developer and Material Project Subcontractors Information

Kaufman Lynn

Derek Wolfhope – Senior Vice President
Mishel Mako – Project Executive
Christopher Tavormina – Project Manager
Nicholas Sacco – Project Superintendent
Dominique Pinchinat – Assistant Project Manager

Project Subcontractors

Stanford Trucking – Stanford Amrit - President
Titan Structural – Zach Edwards - President
East Coast Metals – Justin Danca – Project Manager
Paletz Roofing – Tyler Paletz – Executive Officer
Lotspiech – Marco Gatica – Manager
Miller Glass – David Roberson - Estimator
Componenti – Nicolas Daes – CEO of Componenti USA
ThyssenKrupp Elevators – Tiff Maraist - New Installation Sales Representative
Wright Brothers Contracting Services – Yin Kyi - President
Brown Electrical Solutions – Vincent Brown - President

APPENDIX 6

Insurance

The Developer shall secure, and keep in full force and effect, and shall cause its Project Subcontractors of any tier to secure and keep in force and effect throughout the term of this Comprehensive Agreement, the following coverage at their sole cost and expense:

(1) Workers’ Compensation Insurance. Developer shall procure and maintain, or cause to be procured and maintained:

(a) Workers Compensation – Statutory Limits

(b) Employer’s Liability Insurance. The Developer shall also maintain Employer’s Liability Insurance Coverage with limits of at least:

(i) \$1,000,000 Bodily Injury each Accident

(ii) \$1,000,000 Bodily Injury by Disease – Policy Limit

(iii) \$1,000,000 Bodily Injury by Disease – Each Employee

(2) Commercial General Liability (CGL) Insurance. Developer shall procure and maintain, or cause to be procured and maintained on an occurrence form: Commercial General Liability Insurance (2004 ISO Occurrence Form or equivalent) that shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The insurance policy shall cover liability arising out of the acts or omissions of Developer’s employees and any other Project Subcontractors or other business engaged in the Work. The CGL policy must include separate aggregate limits per Project and shall provide at a minimum the following limits:

Coverage	Limit
1. Premises and Operations	\$ 1,000,000.00 per Occurrence
2. Products and Completed Operations	\$ 1,000,000.00 per Occurrence
3. Personal Injury	\$ 1,000,000.00 per Occurrence
4. Contractual	\$ 1,000,000.00 per Occurrence
5. General Aggregate	\$ 3,000,000.00 per Project

(3) Commercial Business Automobile Liability Insurance. Developer shall procure and maintain, or cause to be procured and maintained Commercial Business Automobile Liability Insurance that shall include coverage for bodily injury, accidental death and property damage arising from the operation of any owned, non-owned, or hired automobile connected with performance of the Work, including loading and unloading.

The Commercial Business Automobile Liability Insurance Policy shall

provide not less than \$1,000,000 Combined Single Limits for each occurrence.

(4) Builder’s Risk Insurance. Developer shall procure and maintain, or cause to be procured and maintained Builder’s Risk Insurance coverage for “all risks” of direct physical loss or damage to the portions or elements of the Project under construction, including terrorism), the perils of earthquake, earth movement, flood, storm, water damage, tempest, windstorm, hurricane, and tornado and subsidence; shall contain extensions of coverage that are typical for a project of the nature of the Project; and shall contain only those exclusions that are typical for a project of the nature of the Project. The policy shall meet or exceed LEG2 coverage. The policy shall provide coverage per occurrence up to the greater of the construction value or 100% value of the Project and in the aggregate of the covered property loss, plus an allowance for professional fees, demolition and debris removal. In the case the Project is completed and the Builder’s Risk policy ceases as a result of completion of the Project, from the time of the cessation of the Builder’s Risk policy until Substantial Completion, Developer will be required to carry Property insurance against all risk of loss or damage on an All Risk Basis, including but not limited to building collapse, flood, earthquake, fire, hurricane, impact of vehicles and aircraft, lighting, theft, malicious mischief, windstorm, water damage, boiler & machinery, and terrorism.

(5) Contractors Pollution Liability Insurance. Developer shall procure and maintain, or cause to be procured and maintained Contractors Pollution Liability coverage for sums that the Developer becomes liable to pay (i) to a third party, (ii) as or for clean-up costs, or (iii) as costs that are incurred by the order of a regulatory body consequent upon a pollution incident, subject to the policy terms and conditions. Such policy shall cover claims related to pollution conditions to the extent such are caused by the performance of Work that occur on the Project. Completed operations coverage shall remain in effect for at least ten (10) years from the date of Final Completion. The policy shall include, but not be limited to, the following coverages: premises pollution liability; transportation, disposal at non-owned off-site location, clean-up; and emergency response. The Developer shall provide coverage for the Project for not less than \$3,000,000.

(6) Commercial Umbrella Liability Insurance. Developer shall procure and maintain, or cause to be procured and maintained Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability Insurance and Commercial Business Automobile Liability Insurance to satisfy the minimum limits set forth herein. The umbrella coverage shall follow form with the umbrella limits required as follows:

Contract Amount	Per Occurrence	Aggregate
Less Than \$5,000,000:	\$ 2,000,000	\$ 4,000,000
Equal to or Greater than \$5,000,000 and Less than \$30,000,000:	\$ 2,000,000	\$ 10,000,000
Greater than \$30,000,000:	\$ 4,000,000	\$ 20,000,000

(7) Professional Liability (Errors and Omissions) Insurance. Developer shall procure and maintain, or cause to be procured and maintained Professional Liability Insurance. Limits shall not be less than one million dollars (\$1,000,000.00) per claim or

annual aggregate must be maintained or caused to be maintained during the agreement term with a retroactive date no later than the date that design services commenced, and must include an extended discovery period of at least ten years following Substantial Completion. Such policy or policies shall cover all the Developer's professional liabilities, whether occasioned by the Developer, its employees or Project Subconsultants or other agents arising out of design, architectural and engineering services performed under or in accordance with this Comprehensive Agreement.

(8) Valuable Papers Insurance. Developer shall procure and maintain, or cause to be procured and maintained Valuable Papers Insurance and Electronic Data Insurance, or equivalent coverage under Developer's corporate property insurance coverages at a policy limit of no less than \$250,000.00/\$500,000.00 respectively. The insurance coverage shall be made to extend directly to City for losses of drawings, plans, specifications, documents, and materials, other Deliverable Materials (including Design Documents), and other valuable papers and documents, in each case produced or used under the Comprehensive Agreement against loss by fire, water damage, theft, windstorm, hail, explosion, riot attending a strike, civil commotion, aircraft, vehicles, and smoke damage, or such other perils as may be insured under such equivalent coverages. Such policy or policies shall cover all the Developer's professional liabilities, whether occasioned by the Developer, its employees, Project Subconsultants or other agents arising out of design, architectural and engineering services performed under or in accordance with this Comprehensive Agreement.

Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until City shall have executed the certificate of Final Completion.

Failure of Insurers. The Developer is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.

Certificates of Insurance. At the time of execution, the Developer shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State. The certificates shall clearly indicate the following:

- a. name and address of authorized insurance agent;
- b. name and address of insured;
- c. name of insurance company(ies);
- d. description of policies;
- e. Policy number(s);
- f. Policy Period(s);
- g. limits of liability;

- h. name and address of City as certificate holder;
- i. Project name and number;
- j. signature of authorized insurance agent;
- k. telephone number and email address of authorized insurance agent; and
- l. mandatory 30 Day notice of cancellation or non-renewal (except 10 Days for non-payment) specifically to City.

The Developer shall require all Project Subcontractors performing work under this Comprehensive Agreement to obtain an insurance certificate showing proof of Employer's Liability Insurance Coverage. For commercial general liability, automobile liability, builder's risk, contractor's pollution, and umbrella liability insurance policies, Developer shall require Subcontractors to list the City, its officers and employees as named insureds by endorsement or additional insured on a form at least as broad as ISO Form CG203804/13 CG2039 (or analogue) or the equivalent, whichever the City deems acceptable in its sole discretion, and shall not include any exclusions that limit the scope of coverage beyond that provided to the named insured for this project.

Disposition of Insurance Documents. Original certificate(s) of insurance with all required endorsements must be provided to City evidencing the minimum insurance required. Renewal certificates for all required insurance must be provided to City 30 days prior to the expiration/renewal date. If requested, redacted copies of required insurance policies must be provided to City within 10 Business Days.

Deficient Coverage. The Developer shall notify the City promptly if the Developer's corporate insurance program policy limits for any of the foregoing coverages, due to claims or losses, is at or below the minimums required hereunder, and in such case, the Developer shall procure such additional insurance, or the City may procure such additional insurance, in each case at the Developer's expense, without recourse hereunder for additional compensation or relief from obligations or additional time to perform the Contract Services, to ensure the minimum insurance coverages required are maintained for the Term.

Insurer Qualifications. Each of the insurance coverages required herein (i) shall be issued by a company licensed or authorized by the Insurance Commissioner to transact the business of insurance in the State for the applicable line of insurance, and (ii) shall be an insurer (or, for qualified self-insureds or group self-insureds that hold a certificate of self-insurance with the appropriate agencies within the State) with a Best Policyholders Rating of "A-" or better, and a Financial Size Category of "Class VII". Each such policy shall contain the following provisions:

- (i) the insurance company agrees that the policy shall not be canceled, reduced, or allowed to expire until 30 days, except 10 days for non-payment of premium, after City has received written notice thereof, as evidenced by return receipt of certified mail or statutory mail, or until such time as other insurance coverage providing protection equal to protection called for in this Comprehensive Agreement shall have been received, accepted and acknowledged by City. Such notice shall be valid

only as to the Project as shall have been designated by Project Number and Name in said notice.

- (ii) Except for professional and pollution liability policies, the policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives (i.e., “separation of insureds”).
- (iii) all deductibles shall be paid for by the Developer, except where insured loss is directly and solely caused by the City’s or the Owner’s Representative negligent acts or negligent omissions;
- (iv) City, its officers and employees must be included as a named insured by endorsement or additional insured on a form at least as broad as ISO Form CG203804/13 or its equivalent, whichever the City deems acceptable in its sole discretion, and shall not include any exclusions that limit the scope of coverage beyond that provided to the named insured for this project.

If City is being reimbursed in whole or in part for the cost of the work contemplated by the Comprehensive Agreement by any third party, including but not limited to, any city, State, or federal agency, Developer, at City’s request, will also list any such third party as an “additional insured” on all insurance hereunder;

- (v) Insurance must be primary and non-contributory with any other insurance available to the named insured or additional insured;
- (vi) The Builder’s Risk and Valuable Papers/Electronic Data insurances will contain a loss payee clause in favor of the City to the extent losses were for property already paid for by the City and for outstanding claims as of the effective date of termination of the Comprehensive Agreement; and
- (vii) all policies should include a waiver of the insurer’s right of subrogation against the City.

APPENDIX 7

Equipment and Furniture Schedule

[attached]

APPENDIX 8

Environmental Management Plan and Environmental Management Plan Requirements

Environmental Management Plan Requirements

The Environmental Management Plan (EMP) is a site specific plan developed to ensure that the project is implemented in an environmental sustainable manner where all contractors and subcontractors, including consultants, understand the potential environmental risks arising from the proposed project and take appropriate actions to properly manage that risk. EMP also ensures that the project implementation is carried out in accordance with the design by taking appropriate mitigative actions to reduce adverse environmental impacts during its life cycle.

The plan outlines existing and potential problems that may adversely impact the environment and recommends corrective measures where required. Also, the plan outlines the roles and responsibility of the key personnel and contractors who are charged with the responsibility to manage the proposed project.

The key benefits of the EMP are that it provides the organization with means of managing its environmental performance thereby allowing it to contribute to improved environmental quality. The other benefits include cost control and improved relations with the stakeholders. EMP includes four major elements, namely, Commitment and policy, planning, implementation and measurement and evaluation.

The components of the environmental management plan, potential impacts arising out of the project and remediation measures are summarized below:

- Groundwater quality and controls
- Surface water quality and controls
- Air Quality
- Noise Environment Impacts
- Soil Contamination and Waste Management Plan
- Biological Environment & Protection of Existing
- Traffic Patterns and MOT Controls

Environmental Management Plan

[to be attached]

APPENDIX 9

Reserved

APPENDIX 10

Service Fee

[attached]

APPENDIX 11

Initial City and Developer Representatives

City Representative

Terrence N. Bailey, P.E.
City Engineer
City of Riviera Beach
1481 W. 15th Street
Riviera Beach, FL 33404
Office: 561-845-4080
Tbailey@rivierabeach.org

Developer's Representative

Mishel Mako
Project Executive
Kaufman Lynn Construction
3185 South Congress Avenue
Delray Beach, FL 33445
Office: 561.569.0385
Mobile: 561.400.2343
mmako@kaufmanlynn.com

APPENDIX 12

Design Documents

Drawing No. Architectural	Drawing Title	Revision	Drawing Date	Received Date	Set
A0.00	COVER	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A0.02	GENERAL NOTES, SYMBOLS REFERENCE, PROJECT DATA	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A0.03	ADA / RESTROOM DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A0.04	ACCESSIBILITY REQUIREMENTS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A0.05	ADA MOUNTING HEIGHTS	1	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A0.21	FIRST FLOOR LIFE SAFETY	2	11/17/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A0.22	SECOND FLOOR LIFE SAFETY PLAN	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A0.23	THIRD FLOOR LIFE SAFETY PLAN	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A1.01	ARCHITECTURAL SITE PLAN	2	12/15/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A1.02	SITE DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A1.03	CONCRETE APRON AND SIDEWALK	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A2.01	FIRST FLOOR PLAN	2	11/17/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A2.02	SECOND FLOOR PLAN	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A2.03	ROOF PLAN	2	1/7/2022	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A2.21	FINISH PLANS - FIRST FLOOR	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A2.22	FINISH PLANS - APPARATUS BAY & DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A2.23	FINISH PLANS - SECOND FLOOR	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A2.24	FURNITURE/ EQUIPMENT MATRIX	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A2.25	APPARATUS BAYS- EQUIPMENT	2	11/17/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A3.01	EXTERIOR BUILDING ELEVATIONS	2	12/15/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/22)
A3.02	EXTERIOR BUILDING ELEVATIONS	2	12/15/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A3.03	BUILDING ELEVATION DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A3.04	BUILDING ELEVATION DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A3.05	BUILDING ELEVATION DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A3.06	BUILDING ELEVATION DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A3.07	BUILDING ELEVATIONS - COLORED	0	10/8/2021	10/11/2021	95% Construction Documents (10/ 11/21)
A3.08	BUILDING ELEVATIONS - COLORED	0	10/8/2021	10/11/2021	95% Construction Documents (10/ 11/21)
A4.01A	ENLARGED PLAN FIRST FLOOR OFFICES - NOTATIONAL	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A4.01B	ENLARGED FLOOR PLAN- DIMENSIONAL	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A4.02A	ENLARGED PLAN FIRST FLOOR APPARATUS BAY - NOTATIONAL	2	12/15/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A4.02B	APPARATUS BAY- DIMENSIONAL PLAN	2	11/17/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A4.03A	ENLARGED PLAN 2ND FLOOR - OFFICES & BUNKS - NOTATIONAL	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A4.03B	ENLARGED FLOOR PLANS 2ND FLOOR - DIMENSIONAL PLAN	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A4.04A	ENL.PLAN 2ND FLR -APP. BAY-NOTATIONAL	2	12/15/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A4.05	ENLARGED TOWER FLOOR PLANS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A4.10	ENLARGED KITCHEN PLAN	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A4.11	ENLARGED BATHROOM PLANS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A4.12	ENLARGED BATHROOM PLANS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A4.13	ENLARGED BATHROOM PLANS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A4.14	ENLARGED BATHROOM PLANS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A5.01	INTERIOR ELEVATIONS - FIRST FLOOR	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A5.02	INTERIOR ELEVATIONS - FIRST FLOOR	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A5.03	INTERIOR ELEVATIONS - FIRST FLOOR	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A5.04	INTERIOR ELEVATIONS - FIRST FLOOR	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A5.05	INTERIOR ELEVATIONS - SECOND FLOOR	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A5.06	INTERIOR ELEVATIONS - SECOND FLOOR	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A5.07	INTERIOR ELEVATIONS - SECOND FLOOR	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A5.08	INTERIOR ELEVATIONS - SECOND FLOOR	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A5.09	INTERIOR ELEVATIONS - BUNKS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A5.10	INTERIOR ELEVATIONS - APPARATUS BAY	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A5.11	INTERIOR ELEVATIONS - APPARATUS BAY	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A6.01	FIRST FLOOR REFLECTED CEILING PLAN	2	11/17/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A6.02	SECOND FLOOR REFLECTIVE CEILING PLAN	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A7.01	BLDG. SECTIONS NORTH-SOUTH	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A7.02	BLDG. SECTIONS NORTH-SOUTH	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A7.03	BLDG. SECTIONS NORTH-SOUTH	2	11/17/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A7.04	BLDG. SECTIONS EAST-WEST	2	11/17/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A7.10	WALL SECTIONS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A7.11	WALL SECTIONS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A7.12	WALL SECTIONS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A8.01	ROOF DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A8.02	ROOF DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A8.07	CABINET DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A8.12	GENERAL DETAILS - CEILING	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A8.50	ENLARGED PLAN - NORTH STAIR	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A8.51	ENLARGED PLAN - WEST STAIR	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A8.52	ENLARGED PLAN - INTERIOR STAIR	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A8.53	ENLARGED PLAN - EXTERIOR STAIRS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A8.60	GENERAL DETAILS - STAIR & RAILINGS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A9.01	WALL TYPES	3	11/11/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A9.10	DOOR SCHEDULE	2	12/15/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A9.11	DOOR DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A9.20	WINDOW SCHEDULE & DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A9.21	STOREFRONTS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
A9.30	LOUVER & SHUTTER SCHEDULE	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
Civil					
C-0	COVER	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
C-1	DEMOLITION AND EROSION CONTROL PLAN	2	12/15/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
C-2	DEMOLITION AND EROSION CONTROL PLAN	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
C-3	PAVING, GRADING AND DRAINAGE PLAN	2	12/15/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
C-4	PAVING, GRADING AND DRAINAGE PLAN	2	12/15/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
C-5	WATER AND SANITARY PLAN	2	12/15/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
C-6	CROSS SECTIONS	2	12/15/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
C-7	PAVING, GRADING AND DRAINAGE DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
C-8	WATER & SANITARY DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
C-9	WATER & SANITARY DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
C-10	WATER & SANITARY DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
C-11	PAVEMENT MARKINGS, AND SIGNAGE DETAILS	0	12/15/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
Electrical					
E0.1	ELECTRICAL NOTES, SYMBOLS, AND LEGEND	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E0.2	LIGHTING FIXTURE SCHEDULES + POE RISER DIAGRAM	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E0.3	NETWORK POE SWITCH 1ST FLOOR RACK #1 RISER DIAGRAM	1	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E0.4	NETWORK POE SWITCH 1ST FLOOR RACK #3 RISER DIAGRAM	1	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E0.5	NETWORK POE SWITCH 1ST FLOOR RACK #2 RISER DIAGRAM	1	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E0.6	NETWORK POE RACK SCHEDULE	1	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E0.7	NETWORK POE RACK SCHEDULE	1	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E0.8	NETWORK POE RACK SCHEDULE	1	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E0.9	NETWORK POE DETAILS	1	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E1.1	SITE ELECTRICAL PLAN	2	1/3/2022	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E1.2	SITE PLAN PHOTOMETRICS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E1.3	SITE LIGHTING PLAN DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E2.1	FIRST FLOOR POWER PLAN	2	1/3/2022	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E2.2	SECOND FLOOR POWER PLAN	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E2.3	ROOF POWER PLAN	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E3.1	FIRST FLOOR ELECTRICAL SYSTEMS PLAN	2	1/3/2022	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E3.2	SECOND FLOOR ELECTRICAL SYSTEMS PLAN	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E4.1	FIRST FLOOR LIGHTING PLAN	2	1/3/2022	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E4.2	SECOND FLOOR LIGHTING PLAN	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E5.1	ROOF LIGHTNING PROTECTION PLAN	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E5.2	LIGHTNING PROTECTION SYSTEM DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E6.1	ELECTRICAL RISER DIAGRAM AND SCHEDULES	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E6.2	ELECTRICAL PANEL SCHEDULES	2	1/3/2022	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E6.3	ELECTRICAL PANEL SCHEDULES	2	1/3/2022	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E6.4	DATA RISER DIAGRAM	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E6.5	STATION ALERTING SYSTEM RISER DIAGRAM	1	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E7.1	DETAILS, SYSTEMS, ENLARGED PLANS	2	1/3/2022	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E7.2	DETAILS, SYSTEMS, ENLARGED PLANS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E7.3	ELECTRICAL DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
E7.4	ELECTRICAL DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
Fire Protection					
FA0.1	FIRE ALARM NOTES, RISER AND LEGEND	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
FA1.1	FIRST FLOOR FIRE ALARM FLOOR PLAN	2	1/3/2022	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
FA1.2	SECOND FLOOR FIRE ALARM FLOOR PLAN	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
FA2.1	FIRE ALARM CALCULATIONS AND DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
FP0.1	FIRE PROTECTION NOTES, DETAILS AND SCHEDULES	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
FP1.0	SITE FIRE PROTECTION PLAN	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
FP1.1	FIRST FLOOR FIRE PROTECTION PLAN	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
FP1.2	SECOND FLOOR FIRE PROTECTION PLAN	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
FP1.3	TRAINING TOWER FLOOR PLANS AND DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
Landscape					
IR-1	IRRIGATION PLAN	2	12/15/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
LP-1	LANDSCAPE PLAN	3	12/15/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
LP-2	LANDSCAPE SPECIFICATIONS & DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
TR-1	TREE DISPOSITION PLAN	2	12/15/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
Mechanical					
M0.1	MECHANICAL NOTES, LEGENDS AND SCHEDULES	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
M0.2	MECHANICAL SCHEDULES	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
M0.3	DOAS-1 SEQ. OF OPERATION AND OUTSIDE AIR CALCULATIONS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
M0.4	MECHANICAL VRF SCHEDULE	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
M0.5	MECHANICAL CO/NO2 SENSOR/ SCHEM. VRF SEQ. OF OPER.	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
M0.6	FMS SYSTEMS COMMUNICATION DIAGRAMS-1	1	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
M0.7	FMS SYSTEMS COMMUNICATION DIAGRAMS-2	1	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
M0.8	FMS SYSTEMS COMMUNICATION DIAGRAMS-3	1	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
M1.1	1ST FLOOR - MECHANICAL PLAN	2	11/17/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
M1.1.1	1ST FLOOR - MECHANICAL AIRFLOW DIAG.	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
M2.1	2ND FLOOR - MECHANICAL PLAN	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
M2.1.1	2ND FLOOR - MECHANICAL AIRFLOW DIAG.	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
M3.1	MECHANICAL - ROOF PLAN	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
M4.1	MECHANICAL KITCHEN HOOD DETAILS AND SCHEDULES - 1	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
M4.2	MECHANICAL KITCHEN HOOD DETAILS AND SCHEDULES - 2	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
M4.3	MECHANICAL KITCHEN HOOD DETAILS AND SCHEDULES - 3	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
M4.4	MECHANICAL KITCHEN HOOD DETAILS AND SCHEDULES - 4	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
M4.5	MECHANICAL KITCHEN HOOD DETAILS AND SCHEDULES - 5	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
M4.6	MECHANICAL KITCHEN HOOD DETAILS AND SCHEDULES - 6	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
M5.1	MECHANICAL DETAILS-1	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
M5.2	MECHANICAL DETAILS-2	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
M5.3	MECHANICAL DETAILS-3	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
M5.4	MECHANICAL DETAILS-4	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
M5.5	MECHANICAL DETAILS-5	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
Plumbing					
P0.1	PLUMBING NOTES, SYMBOLS, & LEGEND	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
P0.2	PLUMBING SCHEDULES	2	1/3/2022	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
P1.1.A	FIRST FLOOR PLAN SANITARY/STORM/ CONDENSATE	2	1/3/2022	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
P1.1.B	FIRST FLOOR PLAN DOM. WATER/ LP GAS/COMP. AIR	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
P1.2	SECOND FLOOR PLUMBING PLAN	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
P1.3	ROOF PLUMBING PLANS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
P2.1A	PLUMBING RISER	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
P2.1B	PLUMBING RISER	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
P2.2	PLUMBING RISER	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
P2.3	PLUMBING RISER DIAGRAMS STORM DRAIN	1	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
P2.4	PLUMBING RISER DIAGRAMS NAT. GAS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
P3.1	PLUMBING DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
P3.2	PLUMBING DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
Structural					
S0.01	GENERAL NOTES	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
S0.02	DESIGN INFORMATION	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
S1.00	FOUNDATION LAYOUT	2	12/28/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
S1.01	FOUNDATION DETAILS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
S1.02	FOUNDATION DETAILS	2	12/28/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
S1.03	CONTROL JOINT LAYOUT	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
S2.00	2ND FLOOR FRAMING PLAN	2	12/28/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
S2.00A	TOWER AND MECHANICAL MEZZANINES FRAMING PLAN	2	12/28/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
S2.01	FLOOR FRAMING SECTIONS AND DETAILS	2	12/28/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
S3.00	ROOF FRAMING PLAN	2	12/28/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
S3.00A	TOWER ROOF FRAMING PLAN	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
S3.01	ROOF FRAMING DETAILS	2	12/28/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
S4.00	INTERIOR STAIRS AND ELEVATOR	2	12/28/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
S4.01	EXTERIOR STAIRS AND DETAILS	2	12/28/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
S4.02	CONCRETE WALLS AND SECTIONS	2	12/28/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)
S5.00	LOADS AND DETAILS FOR MECHANICAL UNITS	2	10/20/2021	1/14/2022	Addendum #1 - 1/14/2022 (01/14/ 22)

APPENDIX 13

Reserved

APPENDIX 14

Proposal

[attached]

APPENDIX 15

Forms of Release

Appendix 15-1 Form of Conditional Waiver of Right to Claim Against Payment Bond
(Progress Payment) – “Partial Release of Payment Bond” 1 of 2

Appendix 15-2 Form of Unconditional Waiver of Right to Claim Against Payment Bond
(Progress Payment) – “Partial Release of Payment Bond” 2 of 2

Appendix 15-3 Form of Conditional Waiver of Right to Claim Against Payment Bond
(Final Payment) – “Final Release of Payment Bond” 1 of 2

Appendix 15-4 Form of Unconditional Waiver of Right to Claim Against Payment Bond
(Final Payment) – “Final Release of Payment Bond” 2 of 2

APPENDIX 15-1

FORM OF CONDITIONAL WAIVER OF RIGHT TO CLAIM AGAINST PAYMENT BOND
(PROGRESS PAYMENT)

This Conditional Waiver of Right to Claim Against Payment Bond (Progress Payment) (the “Partial Release of Payment Bond”) is given on the ___ day of _____, 20___, by [Project Subcontractor’s name] (together with its subsidiaries and affiliates, the “Project Subcontractor”), doing business at [Project Subcontractor’s address]. This Partial Release of Payment Bond is given regarding the construction project known as [City of Riviera Beach – Fire Station 88] (the “Project”) on the real property located at [project address] (the “Property” and, collectively with the Project, the “Site”), which is owned by the City of Riviera Beach (the “City”).

[Developer’s name] (together with its subsidiaries, affiliates, and assigns, the “Developer”) entered into a Comprehensive Agreement with the City dated [date of Comprehensive Agreement]. Developer provided a Surety Bond (as defined under the Comprehensive Agreement) to the City under the terms of the Comprehensive Agreement. Project Subcontractor entered into a contract (the “Subcontract”) with Developer, to provide labor, materials, equipment, and/or services for, on, or about the Site (collectively, the “Subcontractor Work”). The Subcontractor Work is described in the Subcontract, and includes, but is not necessarily limited to, the following: [generally describe Project Subcontractor’s scope of work]. Project Subcontractor agrees and acknowledges that in consideration of a surety bond for the Subcontractor Work in the amount of [dollar amount of progress payment] on [date payment was made] (the “Payment”), and subject to the condition of Project Subcontractor’s receipt of the Payment, Project Subcontractor is contractually bound as follows:

1. Project Subcontractor, voluntarily waives and releases all claims and rights to claim against the Surety Bond provided by Developer to City under the Comprehensive Agreement that Project Subcontractor may hold or obtain, whether arising by law, equity, statute, or contract, on account of the Subcontractor Work furnished or performed on or before [the last date covered by the application for payment related to this Partial Release of Payment Bond] (the “End Date”), saving and excepting only with respect to (i) retainage withholdings permitted by the Subcontract; and (ii) Subcontractor Work that is the subject of change order requests submitted and still pending as of the End Date (the “Reserved Matters”).
2. Saving and excepting only with respect to the Reserved Matters, Project Subcontractor voluntarily waives and releases all actions, claims, causes of action, suits, liabilities, and demands against the Site, City, Developer, and every party making a loan on the Project and/or Property (the “Lenders”), along with their joint and several successors and assigns, agents, representatives, directors, officers, employees, and insurers (the “Other Interested Parties”), with respect to any non-payment claims that may be, or have been, asserted by Project Subcontractor on the Project for the Subcontractor Work performed on or before the End Date.
3. Project Subcontractor warrants and represents that: (a) this Partial Release of Payment Bond is binding and enforceable against Subcontractor; (b) no sums for Project Subcontractor’s

performance of the Subcontractor Work arising out of or relating to the Site are claimed by Project Subcontractor against the Site, City, City’s Lenders, Developer, and/or the Other Interested Parties, on account of the Subcontractor Work furnished or performed on or before the End Date; and (c) all laborers, subcontractors, and suppliers employed or engaged by Project Subcontractor have been paid all sums previously due.

4. Project Subcontractor agrees that its indemnity and warranty obligations under the Subcontract, including any obligation to provide documents in connection with same, shall survive its receipt of the Payment.

5. Project Subcontractor further agrees that upon demand by City or Developer, it will execute and provide all additional documents to carry out the intent of this Partial Release of Payment Bond. Project Subcontractor’s obligations set forth in this paragraph shall also apply to Project Subcontractor’s lower-tier subcontractors and suppliers.

6. Project Subcontractor acknowledges that: (i) the City is an intended third-party beneficiary of this Partial Release of Payment Bond and may enforce it directly against the Project Subcontractor; and (ii) the City has made payment under the Comprehensive Agreement with the Developer in reliance on this Partial Release of Payment Bond.

In witness whereof, the undersigned, a duly authorized representative of Project Subcontractor, has executed this Partial Release of Payment Bond on the date first written above.

PROJECT SUBCONTRACTOR:

By: _____
Signature
Title: _____
and Authorized Agent

Subscribed and sworn to before me this _____ day of _____.

My Commission Expires: _____

Notary Public

APPENDIX 15-2

FORM OF UNCONDITIONAL WAIVER OF RIGHT TO CLAIM AGAINST PAYMENT BOND (PROGRESS PAYMENT)

This Unconditional Waiver of Right to Claim Against Payment Bond (Progress Payment) (the “Partial Release of Payment Bond”) is given on the ___ day of _____, 20___, by [Project Subcontractor’s name] (together with its subsidiaries and affiliates, the “Project Subcontractor”), doing business at [Project Subcontractor’s address]. This Partial Release of Payment Bond is given regarding the construction project known as [City of Riviera Beach – Fire Station 88] (the “Project”) on the real property located at [project address] (the “Property” and, collectively with the Project, the “Site”), which is owned by the City of Riviera Beach (the “City”).

[Developer’s name] (together with its subsidiaries, affiliates, and assigns, the “Developer”) entered into a Comprehensive Agreement with the City dated [date of Comprehensive Agreement]. Developer provided a Surety Bond (as defined under the Comprehensive Agreement) to the City under the terms of the Comprehensive Agreement. Project Subcontractor entered into a contract (the “Subcontract”) with Developer, to provide labor, materials, equipment, and/or services for, on, or about the Site (collectively, the “Subcontractor Work”). Such Subcontractor Work is described in the Subcontract, and includes, but is not necessarily limited to, the following: [generally describe Project Subcontractor’s scope of work]. Project Subcontractor agrees and acknowledges that in consideration of a progress payment for the Subcontractor Work in the amount of [dollar amount of progress payment] on [date payment was made] (the “Payment”), Project Subcontractor is contractually bound as follows:

1. Project Subcontractor voluntarily and unconditionally waives and releases all claims and rights to claim against the Surety Bond provided by Developer to City under the Comprehensive Agreement that Project Subcontractor may hold or obtain against the Site, whether arising by law, equity, statute, or contract, on account of the Subcontractor Work furnished or performed on or before [the last date covered by the application for payment related to this Partial Release of Payment Bond] (the “End Date”), saving and excepting only with respect to (i) retainage withholdings permitted by the Subcontract; and (ii) Subcontractor Work that is the subject of change order requests submitted and still pending as of the End Date (the “Reserved Matters”).
2. Saving and excepting only with respect to the Reserved Matters, Project Subcontractor unconditionally and voluntarily waives and releases all actions, claims, causes of action, suits, liabilities, and demands against the Site, City, Developer, and every party making a loan on the Project and/or Property (the “Lenders”), along with their joint and several successors and assigns, agents, representatives, directors, officers, employees, and insurers (the “Other Interested Parties”), with respect to any non-payment claims that may be, or have been, asserted by Project Subcontractor on the Project for the Subcontractor Work performed on or before the End Date.
3. Project Subcontractor unconditionally warrants and represents that: (a) this Partial Release of Payment Bond is binding and enforceable against Project Subcontractor; (b) no sums

for Project Subcontractor’s performance of the Subcontractor Work arising out of or relating to the Site are claimed by Project Subcontractor against the Site, City, City’s Lenders, Developer, and/or the Other Interested Parties, on account of the Subcontractor Work furnished or performed on or before the End Date; and (c) all laborers, subcontractors, and suppliers employed or engaged by Project Subcontractor have been paid all sums previously due.

4. Project Subcontractor unconditionally agrees that its indemnity and warranty obligations under the Subcontract, including any obligation to provide documents in connection with same, shall survive its receipt of the Payment.

5. Project Subcontractor further unconditionally agrees that upon demand by City or Developer, it will execute and provide all additional documents to carry out the intent of this Partial Release of Payment Bond. Project Subcontractor’s obligations set forth in this paragraph shall also apply to liens recorded by Project Subcontractor’s lower-tier subcontractors and suppliers.

6. Project Subcontractor unconditionally acknowledges that: (i) the City is an intended third-party beneficiary of this Partial Release of Payment Bond and may enforce it directly against the Project Subcontractor; and (ii) the City has made payment under the Comprehensive Agreement with the Contractor in reliance on this Partial Release of Payment Bond.

In witness whereof, the undersigned, a duly authorized representative of Project Subcontractor, has executed this Partial Release of Payment Bond on the date first written above.

PROJECT SUBCONTRACTOR:

By: _____
Signature
Title: _____
and Authorized Agent

Subscribed and sworn to before me this _____ day of _____.

My Commission Expires: _____

Notary Public

APPENDIX 15-3

FORM OF CONDITIONAL WAIVER OF RIGHT TO CLAIM AGAINST PAYMENT BOND
(FINAL PAYMENT)

This Conditional Waiver of Right to Claim Against Payment Bond (Final Payment) (the “Final Release of Payment Bond”) is given on the ___ day of _____, 20___, by [Project Subcontractor’s name] (together with its subsidiaries and affiliates, the “Project Subcontractor”), doing business at [Project Subcontractor’s address]. This Final Release of Payment Bond is given regarding the construction project known as [City of Riviera Beach – Fire Station 88] (the “Project”) on the real property located at [project address] (the “Property” and, collectively with the Project, the “Site”), which is owned by the City of Riviera Beach (the “City”).

[Developer’s name] (together with its subsidiaries, affiliates, and assigns, the “Developer”) entered into a Comprehensive Agreement with the City dated [date of Comprehensive Agreement]. Developer provided a Surety Bond (as defined under the Comprehensive Agreement) to the City under the terms of the Comprehensive Agreement. Project Subcontractor entered into a contract (the “Subcontract”) with Developer, to provide labor, materials, equipment, and/or services for, on, or about the Site (collectively, the “Subcontractor Work”). Such Subcontractor Work is described in the Subcontract, and includes, but is not necessarily limited to, the following: [generally describe Project Subcontractor’s scope of work]. Project Subcontractor agrees and acknowledges that in consideration of the final payment for the Subcontractor Work in the amount of [dollar amount of progress payment] on [date payment was made] (the “Final Payment”), and subject to the condition of Project Subcontractor’s receipt of the Final Payment, Project Subcontractor is contractually bound as follows:

1. Project Subcontractor voluntarily waives and releases all claims and rights to claim against the Surety Bond provided by Developer to City under the Comprehensive Agreement that Subcontractor may hold or obtain, whether arising by law, equity, statute, or contract, on account of the Subcontractor Work furnished or performed.
2. Project Subcontractor agrees and acknowledges that the Final Payment constitutes full and final payment under the Subcontract, and that all payment obligations to Project Subcontractor under the Subcontract have been satisfied in full and in all respects.
3. Project Subcontractor voluntarily waives and releases all actions, claims, causes of action, suits, liabilities, and demands against the Site, City, Developer, and every party making a loan on the Project and/or Property (the “Lenders”), along with their joint and several successors and assigns, agents, representatives, directors, officers, employees, and insurers (the “Other Interested Parties”), with respect to any non-payment claims that may be, or have been, asserted by Project Subcontractor on the Project for the Subcontractor Work.
4. Project Subcontractor warrants and represents that: (a) this Final Release of Payment Bond is binding and enforceable against Subcontractor; (b) no sums for Project Subcontractor’s performance of the Subcontractor Work arising out of or relating to the Site are claimed by Project Subcontractor against the Site, City, City’s Lenders, Developer, and/or the Other

Comprehensive Agreement

Interested Parties, on account of the Subcontractor Work; and (c) all laborers, subcontractors, and suppliers employed or engaged by Project Subcontractor have been paid all sums previously due.

5. Project Subcontractor agrees that its indemnity and warranty obligations under the Subcontract, including any obligation to provide documents in connection with same, shall survive its receipt of the Final Payment.

6. Project Subcontractor further agrees that upon demand by City or Developer, it will execute and provide all additional documents to carry out the intent of this Final Release of Payment Bond. Project Subcontractor’s obligations set forth in this paragraph shall also apply to liens recorded by Project Subcontractor’s lower-tier subcontractors and suppliers.

7. Project Subcontractor acknowledges that: (i) the City is an intended third-party beneficiary of this Final Release of Payment Bond and may enforce it directly against the Project Subcontractor; and (ii) the City has made payment under the Comprehensive Agreement with the Developer in reliance on this Final Release of Payment Bond

In witness whereof, the undersigned, a duly authorized representative of Project Subcontractor, has executed this Final Release of Payment Bond on the date first written above.

PROJECT SUBCONTRACTOR:

By: _____
Signature
Title: _____
and Authorized Agent

Subscribed and sworn to before me this _____ day of _____.

My Commission Expires: _____

Notary Public

APPENDIX 15-4

FORM OF UNCONDITIONAL WAIVER OF RIGHT TO CLAIM AGAINST PAYMENT BOND (FINAL PAYMENT)

This Unconditional Waiver of Right to Claim Against Payment Bond (Final Payment) (the “Final Release of Payment Bond”) is given on the ___ day of _____, 20___, by [Project Subcontractor’s name] (together with its subsidiaries and affiliates, the “Project Subcontractor”), doing business at [Project Subcontractor’s address]. This Final Release of Payment Bond is given regarding the construction project known as [City of Riviera Beach – Fire Station 88] (the “Project”) on the real property located at [project address] (the “Property” and, collectively with the Project, the “Site”), which is owned by the City of Riviera Beach (the “City”).

[Developer’s name] (together with its subsidiaries, affiliates, and assigns, the “Developer”) entered into a Comprehensive Agreement with the City dated [date of Comprehensive Agreement]. Developer provided a Surety Bond (as defined under the Comprehensive Agreement) to the City under the terms of the Comprehensive Agreement. Project Subcontractor entered into a contract (the “Subcontract”) with Developer, to provide labor, materials, equipment, and/or services for, on, or about the Site (collectively, the “Subcontractor Work”). Such Subcontractor Work is described in the Subcontract, and includes, but is not necessarily limited to, the following: [generally describe Subcontractor’s scope of work]. Subcontractor agrees and acknowledges that in consideration for final payment for the Subcontractor Work in the amount of [dollar amount of final payment] on [date payment was made] (the “Final Payment”), Project Subcontractor is contractually bound as follows:

1. Project Subcontractor voluntarily and unconditionally waives and releases all claims and rights to claim against the Surety Bond provided by Developer to City under the Comprehensive Agreement that Project Subcontractor may hold or obtain, whether arising by law, equity, statute, or contract, on account of the Subcontractor Work furnished or performed.
2. Project Subcontractor agrees and acknowledges that the Final Payment constitutes full and final payment under the Subcontract, and that all payment obligations to Subcontractor under the Subcontract have been satisfied in full and in all respects.
3. Project Subcontractor unconditionally and voluntarily waives and releases all actions, claims, causes of action, suits, liabilities, and demands against the Site, City, Developer, and every party making a loan on the Project and/or Property (the “Lenders”), along with their joint and several successors and assigns, agents, representatives, directors, officers, employees, and insurers (the “Other Interested Parties”), with respect to any non-payment claims that may be, or have been, asserted by Subcontractor on the Project for the Subcontractor Work.
4. Project Subcontractor unconditionally warrants and represents that: (a) this Final Release of Payment Bond is binding and enforceable against Project Subcontractor; (b) no sums for Project Subcontractor’s performance of the Subcontractor Work arising out of or relating to the Site are claimed by Subcontractor against the Site, City, City’s Lenders, Developer, and/or the Other Interested Parties, on account of the Subcontractor Work; and (c) all laborers,

Comprehensive Agreement

subcontractors, and suppliers employed or engaged by Project Subcontractor have been paid all sums previously due.

5. Project Subcontractor unconditionally agrees that its indemnity and warranty obligations under the Subcontract, including any obligation to provide documents in connection with same, shall survive its receipt of the Final Payment.

6. Subcontractor further unconditionally agrees that upon demand by City or Developer, it will execute and provide all additional documents to carry out the intent of this Final Release of Payment Bond. Project Subcontractor’s obligations set forth in this paragraph shall also apply to Project Subcontractor’s lower-tier subcontractors and suppliers.

7. Project Subcontractor unconditionally acknowledges that: (i) the City is an intended third-party beneficiary of this Final Release of Payment Bond and may enforce it directly against the Project Subcontractor; and (ii) the City has made payment under the Comprehensive Agreement with the Developer in reliance on this Final Release of Payment Bond.

In witness whereof, the undersigned, a duly authorized representative of Project Subcontractor, has executed this Final Release of Payment Bond on the date first written above.

PROJECT SUBCONTRACTOR:

By: _____
Signature
Title: _____
and Authorized Agent

Subscribed and sworn to before me this _____ day of _____.

My Commission Expires: _____

Notary Public



"The Best Waterfront City in Which to Live, Work And Play."

City of Riviera Beach

To: Honorable Mayor and City Council

From: Elizabeth T. McBride, Deputy City Manager

Through: Jonathan E. Evans, City Manager, MPA, MBA, IMCA-CM

Subject: **Resolution Number 025-22: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the future, permanent site location for the erection, construction and operation of Fire Station 87 at the SW corner of 28th Street and Avenue H West, Riviera Beach, Florida; approving for a temporary Fire Station 87 at Wells Recreation Consistent with previous actions taken by the City Council; providing for incorporation of recitals; providing an effective date; and for other purposes.**

Terrence Bailey, City Engineer, 561-845-4066

John Curd, Fire Chief, 561-845-4104

Date: February 09, 2022

CC: General Public

Background:

Previously the City Council approved Resolution 114-20, allowing the City to move forward

with redevelopment and related construction projects necessary to develop, enhance and maintain the integrity of City facilities. As a result, City staff proposed structures for the temporary relocation and housing of Fire Station 87. The structures include the following:

- An apparatus bay, 50'x 80", to house three apparatus (4,000 sq.ft.).
- A temporary Fire Station, 50'x60', including bunks, a day room, and office space (2880.sq.ft.).
- A storage building, 40'x80', to house large scale and bulk items and material integral to fire operations (3192 sq.ft.).

Pursuant to Resolution 21-21, the City Council authorized a work order to Advanced Modular Structures to provide the design, permitting, and construction services for the temporary relocation of Fire Station 87 to the Wells Recreation Complex. The site plan for the temporary location was approved by the City Council at its June 23, 2021 Meeting, with the approval of Resolution 61-21. See Exhibit "B" of Resolution No. 025-22, depicting the location of the temporary fire station.

In addition, the City Council approved Resolution No. 104-21, to commence the development planning for city-owned properties located at the municipal complex. Avison Young, a consultant, engaged by the City to assist with public partnership and P3 projects, has commenced working with City staff on the municipal complex components of "Reimagine Riviera Beach". One of the tasks the consultant was charged with was to assess the feasibility of Fire Station 87's location, in light of the public private partnership the City was seeking to facilitate the development of its municipal complex services. As a result, Avison Young has recommended the future permanent home for Fire Station 87 at the SW corner of 28th Street and Avenue H West. See Exhibit "A" of Resolution No. 025-22.

City Goals:

The City-wide goal is to achieve a sustainable economy.

Fiscal/Budget Impact:

Funding is included in the current operational budget.

Recommendation:

Requesting City Council's approval of Resolution Number 025-22.

Attachments:

[Cover Memo for Fire Station 87 \(Future Site Location and Relocaton and Temporary Housing\).docx](#)

[Resolution_Number_025-22-Fire_Station_87_Site_Location.docx](#)

[AY_letter re FS 87 Location.pdf](#)



"The Best Waterfront City in Which to Live, Work And Play."

CITY OF RIVIERA BEACH

TO: HON. MAYOR, CHAIRPERSON, AND CITY COUNCIL

FROM: ELIZABETH T. MCBRIDE, DEPUTY CITY MANAGER

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

SUBJECT: RESOLUTION NO. 025-22 REGARDING FIRE STATION 87 (SITE LOCATION OF THE FUTURE FIRE STATION AND TEMPORARY RELOCATION OF THE EXISTING FIRE STATION)

DATE: FEBRUARY 9, 2022

CC: GENERAL PUBLIC

Background:

Previously the City Council approved Resolution 114-20, allowing the City to move forward with redevelopment and related construction projects necessary to develop, enhance and maintain the integrity of City facilities. As a result, City staff proposed structures for the temporary relocation and housing of Fire Station 87. The structures include the following:

- An apparatus bay, 50' x 80', to house three apparatus (4,000 sq.ft.).
- A temporary Fire Station, 50' x 60', including bunks, a day room, and office space (2880 sq.ft.).
- A storage building, 40' x 80', to house large scale and bulk items and material integral to fire operations (3192 sq.ft.).

Pursuant to Resolution 21-21, the City Council authorized a work order to Advanced Modular Structures to provide the design, permitting, and construction services for the temporary relocation of Fire Station 87 to the Wells Recreation Complex. The site plan for the temporary location was approved by the City Council at its June 23, 2021 Meeting, with the approval of Resolution 61-21. See Exhibit "B" of Resolution No. 025-22, depicting the location of the temporary fire station.

In addition, the City Council approved Resolution No. 104-21, to commence the development planning for city-owned properties located at the municipal complex. Avison Young, a consultant, engaged by the City to assist with public partnership and P3 projects, has commenced working with City staff on the municipal complex components of "Reimagine Riviera Beach". One of the tasks the consultant was charged with was to assess the feasibility of Fire Station 87's location, in

light of the public private partnership the City was seeking to facilitate the development of its municipal complex services. As a result, Avison Young has recommended the future permanent home for Fire Station 87 at the SW corner of 28th Street and Avenue H West. *See Exhibit "A" of Resolution No. 025-22.*

City Goals:

The City-wide goal is to achieve a sustainable economy.

Fiscal/Budget Impact:

The fiscal impact of the renovations for the temporary Fire Station 87 at Wells Recreation are funded inside the existing operational budget. Any costs related to the construction of the future Fire Station 87 will be presented to the City Council at future meetings.

Recommendations:

Approval of Resolution No. 025-22

Attachments:

- Resolution No.025-22

Resolution Number 025-22

A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the future, permanent site location for the erection, construction and operation of Fire Station 87 at the SW corner of 28th Street and Avenue H West, Riviera Beach, Florida; approving for a temporary Fire Station 87 at Wells Recreation Consistent with previous actions taken by the City Council; providing for incorporation of recitals; providing an effective date; and for other purposes.

WHEREAS, the City's aging fire rescue facilities require new construction or other significant improvements and upgrades, as they are City facilities with vital and foundational elements necessary for the proper functioning of the City; and

WHEREAS, the City is providing for the improvement of its fire services structures in its Vision 2030, "Reimagine Riviera Beach" Plan; and

WHEREAS, the City Council has provided for the construction of a new Fire Station 87 by Resolution 86-21 and as part of its municipal complex undertakings in "Reimagine Riviera Beach", provided for in Resolution No. 104-21; and

WHEREAS, the City Council has provided for a modular building and infrastructure to temporarily house Fire Station 87 at Wells Recreation pursuant to the adoption of Resolution No. 21-21, adopted on February 17, 2021, and Resolution Nos. 61-21 and 72-21, adopted on June 23, 2021; and

WHEREAS, the City's consultant for the municipal complex portion of "Reimagine Riviera Beach", Avison Young, has recommended the future, permanent location of Fire Station 87 be at 28th Street and Avenue H West, as the location which may best facilitate the private public partnership for the municipal complex portion of "Reimagine Riviera Beach"; and

WHEREAS, the City Council desires to continually provide for fire, rescue and emergency medical services to the community located in and around City Hall and throughout the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA that:

SECTION 1. The foregoing whereas clauses are incorporated and made a part of this resolution.

SECTION 2. The City Council hereby approves the city-owned real property located at the SW corner of 28th Street and Avenue H West, for the erection, construction and operation of the future Fire Station 87, with such site being depicted in **Exhibit "A"**, attached and incorporated hereto.

SECTION 3. The City Council further approves the present Fire Station 87 be relocated and housed at Wells Recreation consistent with approvals as granted by the City, as depicted in **Exhibit "B"**, attached and incorporated hereto.

SECTION 4. That this Resolution shall take effect upon its passage and approval by City

Council.

Passed And Approved This ____ Day of _____, 2022.

Approved:

Ronnie L. Felder
Mayor

Shirley D. Lanier
Chairperson

Attest:

Claudene L. Anthony, CMC
City Clerk

KaShamba Miller-Anderson
Chair Pro Tem

Tradrick McCoy
Councilperson

Julia A. Botel, Ed.D.
Councilperson

Douglas A. Lawson
Councilperson

Motioned By: _____

Seconded By: _____

T. McCoy: _____

K. Miller-Anderson: _____

S. Lanier: _____

J. Botel: _____

D. Lawson: _____

Reviewed As To Legal Sufficiency

Dawn S. Wynn, City Attorney

Date: _____

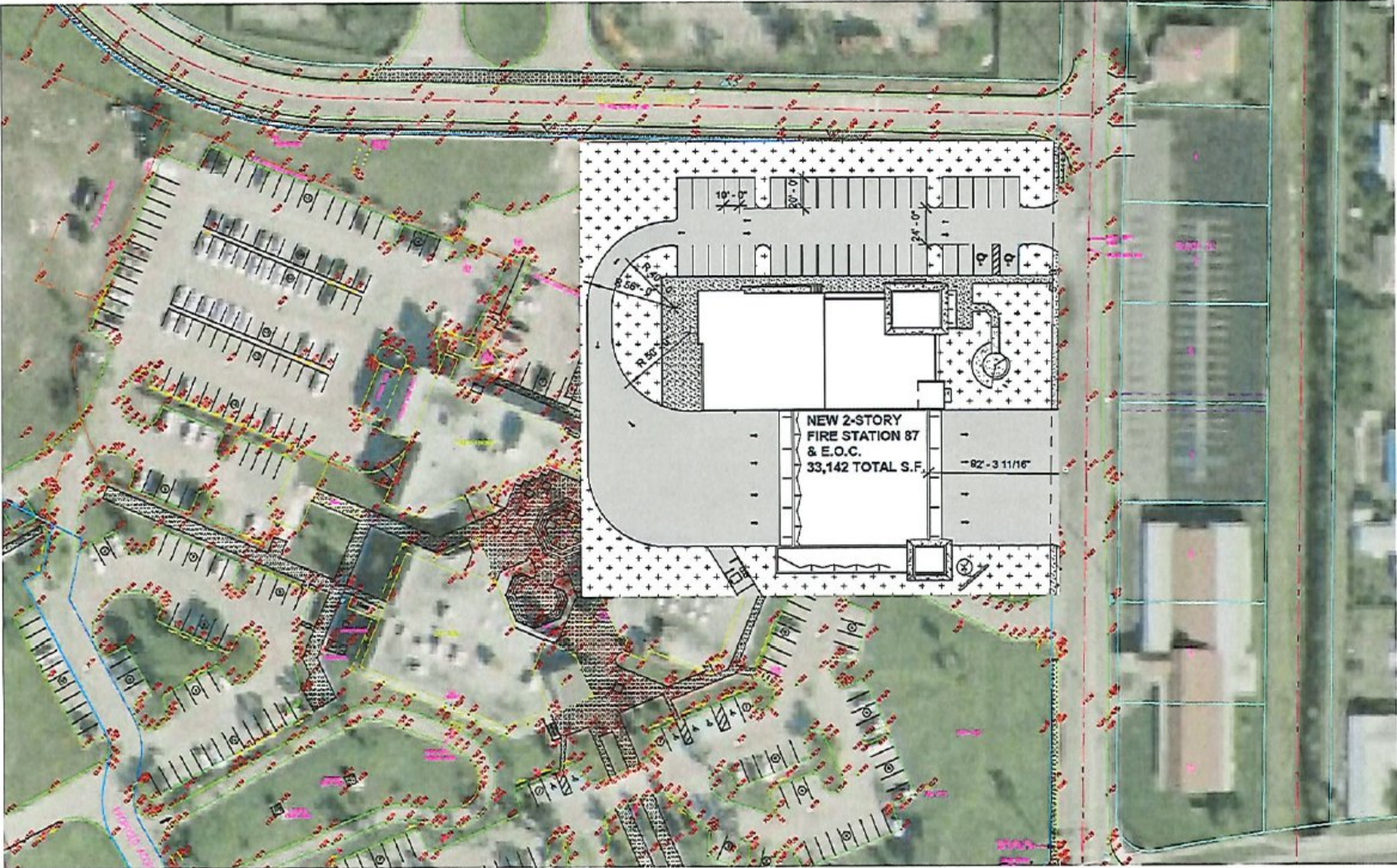


EXHIBIT A

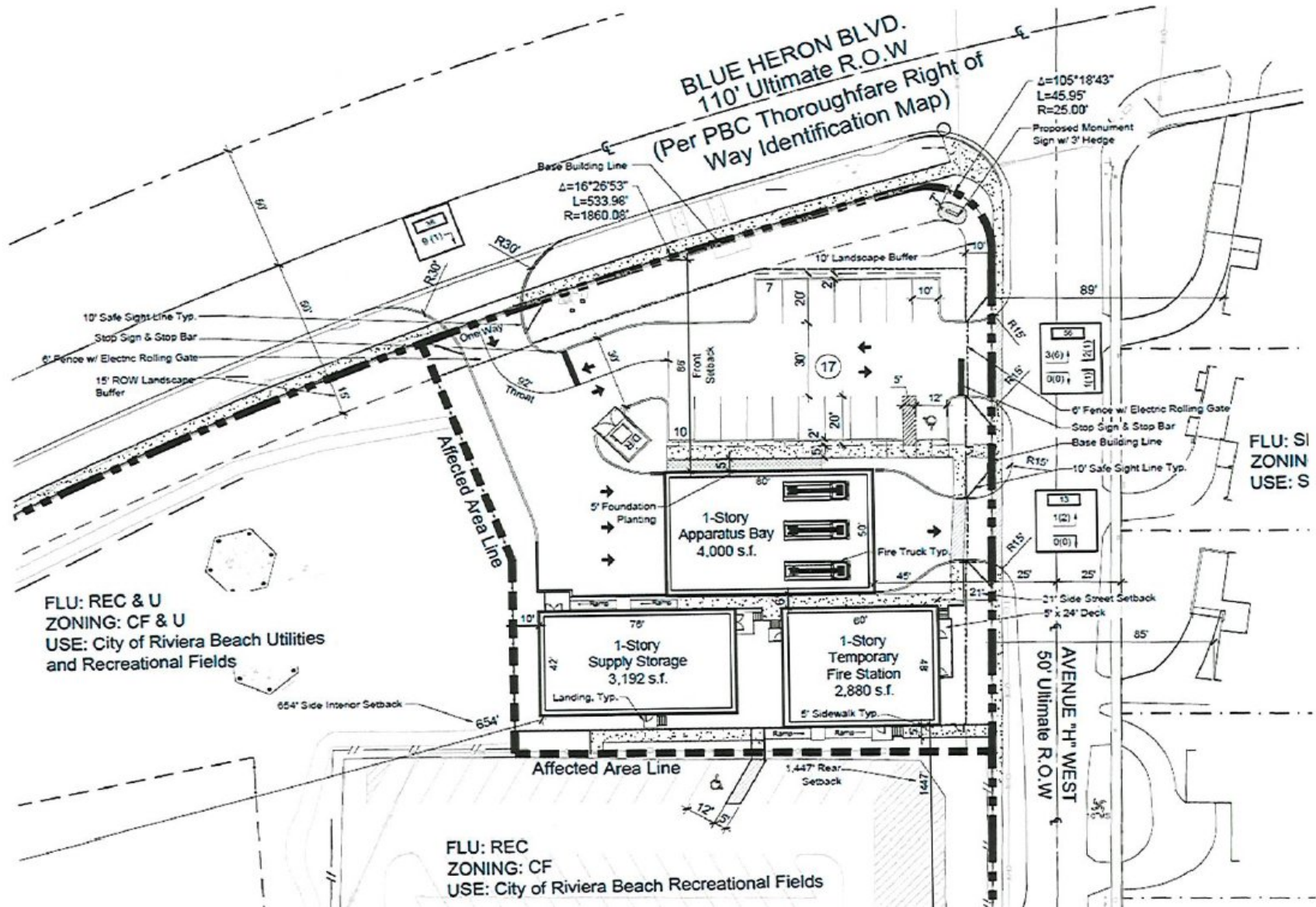


EXHIBIT B



February 7, 2022

Mr. Jonathan Evans, MPA, MBA, ICMA-CM
City Manager's Office
City of Riviera Beach
1481 W. 15th Street, Suite 238
Riviera Beach, FL, 33404

Re: FIRE STATION 87 PROPOSED LOCATION

Dear Manager Evans:

Deputy City Manager McBride and City Engineer Bailey requested that we review the Proposed Site Plan "B" from Currie Sowards Aguila Architects dated 11/05/21 and opine on the proposed location of the Fire Station #87 as it relates to the real estate functionality of the site and the pending redevelopment of the north and south Blue Heron parcels owned by the City of Riviera Beach.

As discussed in our virtual meeting on January 21, 2022, from a real estate value perspective, there are at least two (2) locations for the Fire Station that would be superior to the proposed location:

- 1) Southern location as shown on attached Exhibit A1, A2, & A3. These Exhibits are from the Site Utilization Plan as shown in the Visioning Sessions in October 2020. All three plans reflected the Fire and Police Station to be located at the very southern end of the city owned parcel aka Wells Recreational Complex.
- 2) Northern location as shown on attached Exhibit B. This location may require some assemblage as all parcels may not be owned by the city. However, with or without the parcels west of Avenue J, the location is conveniently near the school, has easy access to primary roadways, and noise would appear to bother fewer existing residential homes.

Locating the Fire Station, Police Station and Emergency Operations Center at locations in the extreme southern or northern tips of the future development provides the greatest flexibility for the ultimate developer of the properties, and therefore provides the city with the greatest value in real estate assets. This created value is critical in providing needed funding for the new municipal complex.

Further, locating Fire Station 87 in the middle of the southern parcel will make it very challenging to accentuate the Wells Recreational Complex. The location as proposed takes the largest area from the central part of the Recreational Complex, and diminishes the flexibility of installing soccer, football, baseball, and lacrosse fields. We've approximated

the proposed location in Exhibit C to show how the central location would impede the flexibility of the balance of the development on the southern parcel.

At this point in the redevelopment of the Blue Heron parcels, both north and south, it is not known what the market driven mix of assets will be. We know from the Visioning Sessions in 2020 and the several previous studies including Reimagine Riviera Beach that the desire of the city is to enhance the quality of life for all citizens and to improve, expand and diversify the economy. Maintaining the flexibility of the future development area is critical to the success of the city to deliver that mandate. With that in mind, locating the Fire Station, Police and Emergency Operations at the extreme ends makes the most sense from a real estate value perspective.

Should you need further information or have any questions, please do not hesitate to reach out. Thank you.

Sincerely,



Eric D. Swanson

Avison Young

Principal

eric.swanson@avisonyoung.com

CC: Elizabeth McBride, Deputy City Manager
Terrence Bailey, City Engineer

Exhibit A1

SITE UTILIZATION PLAN - OPTION A



Exhibit A2

SITE UTILIZATION PLAN - OPTION B



Exhibit A3

SITE UTILIZATION PLAN - OPTION C



Exhibit B

SITE VISUALIZATION PLAN - OPTION D



- LEGEND**
- 1. EXISTING SCHOOL - SHARED RECREATIONAL FIELDS
 - 2. COMMERCIAL CENTER SURFACE PARKING
 - 3. RETAIL/COMMERCIAL BUILDINGS
 - 4. COMMERCIAL PLAZA
 - 5. EXISTING UTILITIES TO BE RELOCATED OFF-SITE
 - 6. GATEWAY FEATURE
 - 7. LIBRARY
 - 8. ADMINISTRATIVE OFFICES
 - 9. CITY HALL ASSEMBLY OFFICE
 - 10. CITY HALL SURFACE PARKING
 - 11. WATER FEATURE /RETENTION WITH PARK
 - 12. PROMENADE PLAZA
 - 13. CIVIC CENTER PARKING GARAGE
 - 14. BUS DROP OFF
 - 15. TRAIN STATION
 - 16. SOLAR PANELS
 - 17. FIRE STATION
 - 18. POLICE STATION
 - 19. EMERGENCY OPERATIONS CENTER (EOC)
 - 20. POLICE PARKING
 - 21. PARK
 - 22. MID-RISE HOUSING PROJECT

SITE VISUALIZATION PLAN - OPTION D

