



SECTION 1 | SUMMARY INFORMATION

Date: 09/19/2025

☒ Agenda Item
 ☐ Commission Memo
 ☐ Letter (to external agency)
 ☐ Other Document

Document Title/Purpose: Second Retroactive Agreement and Change Order No. 3 for the Proprietary Purchase for the Manufacturing and Installation of the Riverwalk Floating Docks Construction Phase II – Florida Floats, Inc. d/b/a Bellingham Marine – 180-Day Extension and \$94,721 – (Commission District 2)

Commission Meeting Date: 09/16/2025 CAM #: 25-0869 Item #: CM-15

CAM attached: ☒ Yes ☐ No Action Summary Attached: ☒ Yes ☐ No CIP FUNDED: ☒ Yes ☐ No

Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least \$100,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement. Term "real property" includes land, real estate, realty, or real.

SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: N/A Router Name: N/A Ext: N/A

Department: Finance - Procurement Router Name: Shamori Aldridge Ext: 6238

Department Approval (Director/Chief): Name: _____ Init.: _____ Date: _____

*Return Document To: _____ Department: _____ Ext: _____

*REMINDER: Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.

Scan Date: _____ Attach Certified Resolution #: _____ Original form route to CAO: ☐ Yes ☐ No

THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required ☒ Yes ☐ No

Is the attached Granicus document final? ☒ Yes ☐ No Number of Originals Attached: 2

Attorney's Name: Rhonda Hasan Approved as to Form: ☒ Yes ☐ No Initials: RH

Route to: Finance (if applicable) Date: N/A Route to: CCO Date: 9/22/25

SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: _____ Number of Originals: 2

Route to CMO Date: 09/22/25 Route to Mayor Date: _____

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: SEP111 Date Received: 9/23/25 Received From: CLO

To CM/ACM: ☐ R. Williams ☐ C. Cooper ☐ Y. Matthews ☒ B. Rogers

Approved Init.: [Signature] for continuous routing to Rickelle Williams, City Manager/Executive Director

Disapproved: _____ Comments: _____

Executive Assistant Route to CCO Date: 9/26/25

TM# 25-0437

**CITY OF FORT LAUDERDALE
SECOND RETROACTIVE CONSTRUCTION AGREEMENT**

THIS SECOND RETROACTIVE CONSTRUCTION AGREEMENT ("Agreement") made and entered into this 26th day of September 2025, by and between the City of Fort Lauderdale, a Florida municipal corporation ("City") and Florida Floats, Inc. d/b/a Bellingham Marine, a Florida corporation ("Contractor") ("Party" or collectively "Parties")

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of October 3, 2022, authorized the proper officials by motion to execute an Agreement between Contractor and City authorizing the proprietary purchase for the manufacture, delivery, and installation of 126 feet of floating dock, in the amount not to exceed \$422,890; and

WHEREAS, due to delay impacts related to additional requirements from Florida Power and Light (FPL) due to the proximity of the dock to its easement, the Project could not be completed by the original completion date, and it was mutually agreed to delay completion of the remaining work; and

WHEREAS, the Second Retroactive Agreement expired on August 9, 2025; and

WHEREAS, the City and Contractor are desirous of completing the Project.

NOW, THEREFORE, the Parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, do agree to the following:

- 1.1 The recitations set forth above are true and correct and are incorporated herein. Initial capitalized terms or other such terms used herein shall have the same meaning given such terms in the Original Agreement, unless otherwise defined herein or unless the context otherwise indicates.
- 1.2 The Original Agreement and all terms and conditions of the Original Agreement except as modified herein, are incorporated into and made part of this Agreement and are attached hereto as Exhibit A.
- 1.3 This Agreement will be retroactive to August 9, 2025.
- 1.4 Section 1 of the original Notice to Proceed (NTP) is hereby deleted and replaced with: "The Work shall be Substantially Completed within 180 calendar days from August 9, 2025, which is February 5, 2026.
- 1.5 A new subcontractor, GeoSonics, Inc., is being added to this agreement at the request of Florida Power & Light (FPL) to carry out the vibration monitoring plan during the Floating Dock installation.
- 1.6 The City's Project Manager is Laura De Luca, whose address is 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, FL 33301, telephone number 954-828-5817 and email address is ldeluca@fortlauderdale.gov.

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

CITY

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: Rickelle Williams
RICKELLE WILLIAMS
City Manager

Date: September 26th, 2025

ATTEST:



David R. Solomon
DAVID R. SOLOMAN
City Clerk



Approved as to Legal Form and Correctness:
D'Wayne M. Spence, Interim City Attorney

By: Rhonda Montoya Hasan
RHONDA MONTOYA HASAN
Senior Assistant City Attorney

3072 (AS) and 3073



3072 (AS) and 3073

CONTRACTOR

FLORIDA FLOATS, INC. d/b/a Bellingham
Marine, a Florida corporation

Miranda Spivey

Print Name

Signature

Christina Hemmerle

Print Name

Signature

By:

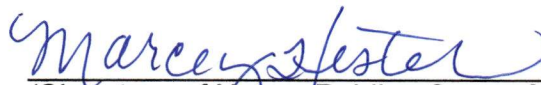

JEFFREY PRATT
Vice President

(CORPORATE SEAL)

STATE OF Florida :

COUNTY OF Duval :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 15th day of September, 2025, by **Jeffrey Pratt**,
as **Vice President**, for **Florida Floats, Inc. d/b/a Bellingham Marine**, a Florida corporation.



(Signature of Notary Public - State of Florida)

MARCEY HESTER

Notary Public

State of Florida

Comm# HH375987

(Print type, ~~Expire 12/31/2025~~ Commissioned Name of
Notary Public)

Personally Known x OR Produced Identification _____

Type of Identification Produced: _____



To: Rickelle Williams, City Manager
From: Brad Kaine, Public Works Director
Date: August 14, 2025
Re: Change Order No. 3 for Project #P12369

Job Description: Project P12369 Riverwalk Floating Dock Manufacturing and Installation
Contractor: Florida Floats, Inc. d/b/a Bellingham Marine
Amount: \$94,721.00, plus 0 additional days
Funding: 10-331-9100-572-60-6599-P12369A / 10-129-9300-572-60-6599-22P12369.129A

The purpose of this Change Order is:

To cover the unexpected expense for storage of the assembled dock due to additional requirements from FPL to complete its installation. Florida Floats, Inc. d/b/a Bellingham Marine ("Bellingham") submitted cost as a pass-through with zero markup. On August 22, 2025, the City approved GeoSonics Inc., as a subcontractor for geotechnical field exploration and vibration during pile installation of the floating dock installation as per Florida Power & Light ("FPL") request.

NEW AND EXISTING CONTRACT ITEMS ARE UTILIZED – TOTAL ADDITIVE COST \$94,721.00

- | | |
|------------|---|
| Item No. 1 | Allowance for storage of assembled dock from May 1, 2024 to August 26, 2024.
ADD \$56,122.58 |
| Item No. 2 | Allowance for towing the dock section from the job site to George English Park.
ADD \$1,751.51 |
| Item No. 3 | Subcontracting GeoSonics Inc., for geotechnical field explorations and vibration during pile installation of the floating dock installation as per FPL.
ADD \$36,846.91 |

NET AMOUNT OF THIS CHANGE ORDER	\$94,721.00
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ADDITIONAL CONTRACT TIME BEING REQUESTED –	(0) CALENDAR DAYS
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THE TOTAL AMOUNT OF THIS CHANGE ORDER	\$94,721.00
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This Change Order provides for all costs and schedule adjustments associated with completing the Work, including materials, labor, equipment, bond, insurance, overhead, profit, impacts, and any and all related items or associated costs incurred or resulting from the items listed above, and is provided in accordance with Article 13 – Changes in the Work of the Contract.

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CITY

CITY OF FORT LAUDERDALE, a municipal
corporation of the State of Florida

By: Rickelle Williams
RICKELLE WILLIAMS
City Manager

Date: September 26th, 2025

ATTEST:



By: D.R.S.
DAVID R. SOLOMAN
City Clerk



Approved as to Legal form and Correctness:
D'WAYNE M. SPENCE, Interim City Attorney

By: Rhonda Montoya Hasan
RHONDA MONTOYA HASAN
Senior Assistant City Attorney

C: Brad Kaine, Public Works Director
Jill Prizlee, Chief Engineer
Raymond Nazaire, Senior Project Manager
Laura De Luca, Project Manager II
Financial Administrator
Project File





CHANGE ORDER SUMMARY SHEET

ORIGINAL CONTRACT AMOUNT	\$422,890.00
COST OF CHANGE ORDERS TO DATE	\$7,553.70
COST OF THIS CHANGE ORDER	\$94,721.00
TOTAL:	\$525,164.70
ORIGINAL CONTRACT TIME	284 calendar days
TIME ADDED TO DATE	485 calendar days
TIME ADDED TO THIS CHANGE ORDER	0 calendar days
TOTAL:	769 calendar days

SCHEDULE OF CHANGE ORDERS TO DATE

C.O.#	DATE	DESCRIPTION	AMOUNT OF COST OR CREDIT
1	06-29-2023	Furnish and install new aluminum handrail on the South and North sides of the dock.	\$7,553.70
2	04-02-2025	Additional time due to underwater FPL cable crossing near the proximity of the floating dock.	\$0.00
3	08-08-2025	To cover the unexpected expense for storage of the assembled dock due to additional requirements from FPL to complete its installation. Bellingham submitted cost as a pass-through with zero markup. . On August 22, 2025, the City approved GeoSonics Inc., as a subcontractor for geotechnical field exploration and vibration during pile installation of the dock installation as per FPL request	\$94,721.00



ESTIMATE

3051 W State Road 84 | Fort Lauderdale, FL 33312
Office: 954.791.3800 | accounting@bradford-marine.com

Customer Name	Bellingham Marine	Estimate Number	
Customer Address		Account Number	12326
		Work Order ID	519182
Customer Email	bfalk@bellingham-marine.com	Estimate Date	5/22/2024
Customer Phone	904-891-2308	Expiration Date	6/1/2024
Captain Name		Account Manager Name	Sarah Hearne
Captain E-mail		Account Manager Phone	(954) 791-3800 Ext.162
Captain Phone		Account Manager E-mail	sarah.hearne@bradford-marine.com

Vessel Details

Boat Name	Riverwalk Floating Dock	Boat LOA	127.00
Boat Manufacturer	Floating Dock	Boat Beam	8.00
Boat Year		Boat Water Draft	
Hull Material	Composite	Boat Air Draft	

Quantity	Days	Dates	Product	Pricing	Line Item Description	Unit Price	Total Price
1.00	31	5/1/2024 - 6/1/2024	Dockage	3.50 Ft/Day	Marina Dockage Uncovered	444.50	13,779.50

Sub Total	13,779.50
Ship Repair Liability Insurance 3%	-
Sales Tax	964.57
Total	14,744.07

[[SertifiSStamp_1]]

Bryan Falk

Customer Signature

THANK YOU FOR YOUR BUSINESS!

This price does not include any other work or repairs not listed above or overtime, if necessary, to meet vessel's schedule

Payments accepted include wire, check, ACH, and credit card
Quoted price includes 3% discount when paying by cash, wire, ACH, or check; credit card payments will be charged at the undiscounted rate
Please make checks payable to Bradford Marine

Wire Transfer Information

Bank Name / Address: BankUnited, 14817 Oak Lane, Miami Lakes, FL 33016
Bank ABA / Routing Number: 267090594
Beneficiary / Account Number: FLYHOPCo LLC d/b/a Bradford Marine, Account No. 9854677232
SWIFT: BUFBUS3M

Please indicate invoice number, account number, or work order ID in the wire reference fields
Also, please provide adequate payment to cover the wire fees assessed by your financial institution



Invoice # 998572
Due Upon Receipt

3051 W State Road 84 | Fort Lauderdale, FL 33312
Office: (954) 791-3800 | Fax: (954) 583-9938 | accounting@bradford-marine.com

Customer Name	C/O BELLINGHAM MARINE BRYAN FALK	Account Number	0000012326
Customer Address	2014 Dennis Street Jacksonville, FL 32204	Work Order ID	519459
		Invoice Date	06/26/2024
Customer Email	bfalk@bellingham-marine.com	Project Manager Name	James Hearn
Customer Cell Phone	(904) 891 - 2308	Project Manager Cell Phone	(954) 242-2394
Captain Name	BRYAN FALK, C/O BELLINGHAM MARINE		
Captain Email	bfalk@bellingham-marine.com	Preferred Payment Method	
Captain Cell Phone	(904) 891 - 2308	Send Quotes To	bfalk@bellingham-marine.com

Vessel Details

Boat Name		DOCKS			Boat LOA			127'	
Boat Manufacturer		BELLINGHAM			Boat Year				
Op code	Qty/Days	Dates	Product	Pricing	Line Item Description		Unit Price	Total Price	
MS	30	06/01/2024 - 06/30/2024	UNCOVERED DOCKAGE -120' - 149'	3.50	UNCOVERED DOCKAGE -120' - 149'		3.50	\$	13,335.00
*** To Pay Online, Click Link Below *** https://pay.dockmaster.com/fi/C0136C0000012326-WI-519459 Password: 32204					Subtotal				\$13,335.00
					Ship Repairer Liability Insurance		3%		\$0.00
					Sales Tax				\$933.45
					Current Invoice Amount				\$14,268.45

THANK YOU FOR YOUR BUSINESS!

Payment due upon receipt

Payments accepted include wire, ACH, check, and credit card

Quoted price includes 3% discount when paying by wire, ACH, or check; credit card payments will be charged at the undiscounted rate

Please make checks payable to Bradford Marine

If payment is not received within 30 day of receipt, Bradford Marine reserves the right to charge the credit card on file at Bradford Marine's sole discretion.

Wire Transfer Information

Bank Name / Address: BankUnited, 14817 Oak Lane, Miami, FL 33016

Bank ABA / Routing Number: 267090594

Beneficiary / Account Number: FLYHOpCo LLC d/b/a Bradford Marine, Account No. 9854677232

SWIFT: BUFBUS3M

Please indicate invoice number or work order ID in the wire reference fields



Invoice # 999247
Due Upon Receipt

3051 W State Road 84 | Fort Lauderdale, FL 33312
Office: (954) 791-3800 | Fax: (954) 583-9988 | accounting@bradford-marine.com

Customer Name	C/O BELLINGHAM MARINE BRYAN FALK	Account Number	0000012326
Customer Address	2014 Dennis Street Jacksonville, FL 32204	Work Order ID	519459
		Invoice Date	07/19/2024
Customer Email	bfalk@bellingham-marine.com	Project Manager Name	James Hearn
Customer Cell Phone	(904) 891 - 2308	Project Manager Cell Phone	(954) 242-2394
Captain Name	BRYAN FALK, C/O BELLINGHAM MARINE		
Captain Email	bfalk@bellingham-marine.com	Preferred Payment Method	
Captain Cell Phone	(904) 891 - 2308	Send Quotes To	bfalk@bellingham-marine.com

Vessel Details

Boat Name		DOCKS		Boat LOA		127'	
Boat Manufacturer		BELLINGHAM		Boat Year			
Op code	Qty/Days	Dates	Product	Pricing	Line Item Description	Unit Price	Total Price
MS	31	07/01/2024 - 07/31/2024	UNCOVERED DOCKAGE -120' - 149'	3.50	UNCOVERED DOCKAGE -120' - 149'	3.50 \$	13,779.50

*** To Pay Online, Click Link Below ***
<https://pay.dockmaster.com/f/C0136C0000012326-WI-519459>
Password: 32204

Subtotal	\$13,779.50
Ship Repairer Liability Insurance 3.5%	\$0.00
Sales Tax	\$964.57
Current Invoice Amount	\$14,744.07

THANK YOU FOR YOUR BUSINESS!

Payment due upon receipt
Payments accepted include wire, ACH, check, and credit card
Quoted price includes 3% discount when paying by wire, ACH, or check; credit card payments will be charged at the undiscounted rate
Please make checks payable to Bradford Marine
If payment is not received within 30 day of receipt, Bradford Marine reserves the right to charge the credit card on file at Bradford Marine's sole discretion.

Wire Transfer Information
Bank Name / Address: BankUnited, 14817 Oak Lane, Miami, FL 33016
Bank ABA / Routing Number: 267090594
Beneficiary / Account Number: FLYHOpCo LLC d/b/a Bradford Marine, Account No. 9854677232
SWIFT: BUFBUS3M

Please indicate invoice number or work order ID in the wire reference fields



Invoice # 000275
Due Upon Receipt

3051 W State Road 84 | Fort Lauderdale, FL 33312
Office: (954) 791-3800 | Fax: (954) 583-9938 | accounting@bradford-marine.com

Customer Name C/O BELLINGHAM MARINE BRYAN FALK
Customer Address 2014 Dennis Street
Jacksonville, FL 32204
Customer Email bfalk@bellingham-marine.com
Customer Cell Phone (904) 891 - 2308
Captain Name BRYAN FALK, C/O BELLINGHAM MARINE
Captain Email bfalk@bellingham-marine.com
Captain Cell Phone (904) 891 - 2308

Account Number 0000012326
Work Order ID 519459
Invoice Date 08/26/2024
Project Manager Name James Hearn
Project Manager Cell Phone (954) 242-2394

Preferred Payment Method
Send Quotes To bfalk@bellingham-marine.com

Vessel Details

Boat Name		DOCKS		Boat LOA		127'	
Boat Manufacturer		BELLINGHAM		Boat Year			
Op code	Qty/Days	Dates	Product	Pricing	Line Item Description	Unit Price	Total Price
MS	26	08/01/2024 - 08/26/2024	UNCOVERED DOCKAGE - 120' - 149'	3.50	UNCOVERED DOCKAGE - 120' - 149'	3.50 \$	11,557.00
	26	08/01/2024 - 08/26/2024	DOCKSIDE SERVICE - 120' - 149'	45.00	DOCKSIDE SERVICE - 120' - 149'	45.00 \$	1,170.00
DISC.MS	26	08/01/2024 - 08/26/2024	DOCKSIDE SERVICE - 120' - 149'	-45.00	DOCKSIDE SERVICE - 120' - 149'	-45.00 \$	(1,170.00)

*** To Pay Online, Click Link Below ***
<https://pay.dockmaster.com/00136C0000012326-WI-519459>
Password: 32204

Subtotal		\$11,557.00
Ship Repairer Liability Insurance	3.5%	\$0.00
Sales Tax		\$808.99
Current Invoice Amount		\$12,365.99

THANK YOU FOR YOUR BUSINESS!

Payment due upon receipt
Payments accepted include wire, ACH, check, and credit card
Quoted price includes 3% discount when paying by wire, ACH, or check; credit card payments will be charged at the undiscounted rate
Please make checks payable to Bradford Marine
If payment is not received within 30 day of receipt, Bradford Marine reserves the right to charge the credit card on file at Bradford Marine's sole discretion.

Wire Transfer Information
Bank Name / Address: BankUnited, 14817 Oak Lane, Miami, FL 33016
Bank ABA / Routing Number: 267090594
Beneficiary / Account Number: FLYHOpCo LLC d/b/a Bradford Marine, Account No. 9854677232
SWIFT: BUFBUS3M

Please indicate invoice number or work order ID in the wire reference fields



Steel Marine Towing & Salvage LLC

PO Box 460156
Ft Lauderdale, FL 33346
(954)536-2366
kimsteel@steeltowing.com

INVOICE

BILL TO
Bellingham Dock

INVOICE # 27872

DATE 08/28/2024

TERMS Due on receipt

DATE	DESCRIPTION	AMOUNT
08/27/2024	8/27 - Tow dock from Bradfords to George English	1,700.00
	3% Convenience Fee for all CC payments (not applicable if paid by check, wire or Zelle)	51.00

Wiring Instructions - Bank of America
901 SE 17th St, Ft Lauderdale, FL 33316
(954)527-8507
Account #: 004432097292
Bank Routing/ABA #: 026009593
ACH Routing #: 063100277
Swift Code (Foreign): BOFAUS3N

BALANCE DUE

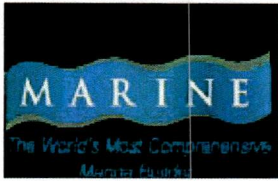
\$1,751.51

Payments are accepted via Zelle banking for free
Zelle email: kimsteel@steeltowing.com

Send checks to PO Box above

You may click "Review and Pay" in the body of the email to pay directly online.

If you would like to tip the guys for a job well done, you can now add any amount directly online when you pay the invoice



Florida Floats, Inc.
dba Bellingham Marine

1813 Dennis St.
Jacksonville, FL 32204
www.bellingham-marine.com

P. (904) 358-3362
F. (904) 354-4818

Brad Kaine
Public Works Director – Engineering
City of Fort Lauderdale
100 N Andrews Avenue
Fort Lauderdale, FL 33301

Subject: **Request for Authorization of Subcontractor:** GeoSonics USA, Inc.
City Project: Riverwalk Floating Docks Manufacturing and Installation, P12369

Dear Mr. Kaine,

Bellingham Marine respectfully requests the City of Fort Lauderdale's authorization to engage **GeoSonics USA, Inc.** as a Subcontractor for the above-referenced project. GeoSonics will perform the following scope of services, for an amount not to exceed **\$36,846.91**:

- Geotechnical field explorations and vibration monitoring during pile installation.

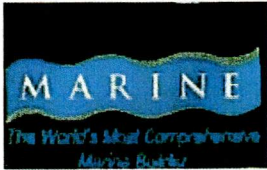
These services are not included in the City's contract P12369 with Bellingham Marine. If similar services are listed in the Master Contract but the named Subcontractor is not selected, the Contractor must provide written proof that the original Subcontractor was offered the work and declined before a substitution can be authorized. Declining work under this task order does not preclude the Subcontractor from participating in future task orders under the Master Contract.

The fee schedule and contact information for GeoSonics USA, Inc. are attached. GeoSonics has been notified of and will comply with all terms applicable to Subcontractors under the Master Agreement for Riverwalk Floating Docks Manufacturing and Installation, dated October 3, 2022. A copy of the executed agreement between Bellingham Marine and GeoSonics will be submitted to the City prior to approval of this subcontractor request.

Please indicate your authorization for the use of GeoSonics USA, Inc. on Project P12369 by signing below and returning a copy to the Contractor.

Respectfully,


Jeff Pratt
VP / GM
Bellingham Marine



Florida Floats, Inc.
dba Bellingham Marine

1813 Dennis St.
Jacksonville, FL 32204
www.bellingham-marine.com

P. (904) 358-3362
F. (904) 354-4818

Enclosed:

Contractor/Subcontractor Contract
Estimated Subcontractor Work Fee Schedule

City Authorization

The attached Fee Schedule was reviewed and approved by the City's Procurement Division for the above-listed scope of services on the subject project.

David

Digitally signed by David
Clemente

Reviewed: **Clemente**

Date: 2025.08.22 16:10:02
-04'00'

Date: 8/22/2025

David Clemente, Assistant Manager- Procurement & contracts

****This approval for the use of this subcontractor only
and is not an approval of a change order for this project.**

The City Authorizes the use of GeoSonics USA, Inc. for the above listed scope of services on the subject project.

Authorized: _____

Brad Kaïne, Public Works Director - Engineering

Date: _____



SERVICES AGREEMENT

This Agreement is made and entered into on August 11, 2025 between Geosonics, Inc. hereinafter referred to as Consultant, with its principal place of business at 6900 SW 21st court, Suite 4, Davie, FL, and Bellingham Marine hereinafter referred to as Client, with its principal place of business at 2014 Dennis Street, Jacksonville, FL 32204. Client and Consultant may also herein after be referred to individually as Party or collectively as the Parties.

WHEREAS, in consideration of certain services (defined hereinafter) performed by Consultant and fees (defined hereinafter) to be paid by Client, and intending to be legally bound hereby, the Parties covenant, agree, and represent as follows:

1. **PURPOSE** - Client engages Consultant to provide and perform certain services as described as follows in the attached, **Exhibit A (The Proposal for Services)**.
2. **PERFORMANCE** - This Agreement establishes an independent contractor relationship and no other relationship, and contains the entire recitation of legal terms governing the relationship. Operational directions and requests shall not amend such terms, and such terms may only be amended by a writing expressing such intent to amend terms and signed by the Parties. This Agreement is binding on all successors of the Parties and shall be deemed a fully integrated Agreement, modifiable only by the manner set forth above. Consultant shall perform such services using due diligence and according to standards of such like Consultants within the same geographical area, but provides no guarantee or warranty (express or implied) with respect to the results of services to Client. Client shall provide adequate time for Consultant's personnel to fulfill the service requirements, and Consultant may perform services at times at Client's location(s) as the Parties may agree.
3. **COOPERATION** - Client agrees to furnish Consultant with accurate data necessary to performance of services on a timely basis as reasonably requested by Consultant. Client shall provide Consultant access to personnel, records, specifications, and provisions as reasonably necessary to facilitate Consultant's performance of services. If requested, Client shall designate a Contact Person within Client's company whom Consultant's communications shall be primarily communicated through.
4. **INDEMNIFICATION** - Client agrees and consents to indemnify, defend and hold harmless Consultant, its agents and employees, from and against all claims, as well as legal costs and attorney's fees, by reason of liability imposed by law upon Consultant, its agents and employees, for damage to property, personal injury, death, breach of contract, or any other claim alleged or sustained by any person or persons and agrees to defend (including, but not limited, attorney's fees, costs and expert witness fees) the Consultant in any legal action based on such claims. This clause shall apply to any and all claims associated with the services contained in the attached Exhibit A.

This indemnification shall not be construed to include (a) acts of willful misconduct conducted by Consultant, its employees, or representatives, or (b) claims of personal injury, death, or tangible property damage caused by vehicles in the possession and control of Consultant, its employees, or representatives.

Notwithstanding anything to the contrary herein, Client is not obligated to indemnify Consultant for the proportion of any damages which are determined to have been caused by Consultant's negligence or omission.

To secure any obligations of the Client herein, the Client shall add Geosonics, Inc. as an additional insured on its insurance coverage (with the exception of Workers' Compensation and Professional Liability) and will provide to Consultant a certificate of insurance which evidences such status.

The Parties agree that in the event any portion of this clause is deemed to be invalid or unenforceable by a court of law, the remainder of this clause shall not be affected thereby and that Consultant's resulting liability, if any, shall be limited to the dollar value of invoice payments received from Client for services rendered.

5. **FEES/PRICING** - For services rendered by Consultant, fees shall be paid in U.S. dollars. The work for Client shall be performed for the sum as detailed in Exhibit A (The Proposal). In the event of special circumstances, amendments to the fees charged will be allowed if mutually agreed to in writing and signed by the Parties. Upon thirty (30) days written notice to the Client, any of the prices quoted by Consultant herein may be increased one (1) time per year by no more than 5%.
6. **PAYMENT** - Net/30. Consultant shall invoice Client monthly for work completed in the prior month. All fees are payable to Consultant within thirty (30) days of completion of work and presentation of invoice(s) to Client. A 1% interest rate will be in effect for any unpaid balances owed after thirty (30) days from presentation of invoice. Client waives its right to set off or suspend payment. If Client has objection to any amounts contained in an invoice, Client must notify Consultant within thirty (30) days of receipt or the invoice will be deemed accepted and interest accrue.
7. **TERM** - This Agreement shall commence upon signature by the Parties and shall remain in effect for 12 months and shall continue thereafter from year to year until terminated by either party in accordance with paragraph 8. Clauses 4, 5, 6, 10, and 11 shall survive termination of this Agreement.
8. **TERMINATION** - Either Party may terminate this Agreement at any time upon thirty (30) days-written notice to the other Party.
9. **FORCE MAJEURE** - Neither Party shall be liable for delay in performing the Party's obligations contained in this Agreement if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, terrorist activities, nationalization, government sanction, embargo, labor dispute, or strike.

10. **CONFIDENTIALITY** - The Parties shall not divulge, to any third-party, any confidential or proprietary information obtained during the course of this Agreement without the prior written consent of the Party to which the information originally belongs, except to the extent such information (i) is legally required to be disclosed, (ii) was in the public domain or comes into the public domain through no breach of this Agreement, (iii) was in a third-party's possession prior to receiving it, or (iv) is obtained from a third-party who has the right to disclose such information. Confidential and proprietary information shall be construed to include all written, visual, verbal, or other information obtained or otherwise provided by the Parties to each other.
11. **CHOICE OF LAW** - This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to Florida conflict of laws principles. The Parties agree that any claim asserted in any legal proceeding by one Party against the other shall be commenced and maintained exclusively in a state or federal court located within Florida having subject matter jurisdiction or personal jurisdiction with respect to the dispute between the Parties (except that a judgment by such courts may be enforced by any court). The Parties hereby submit to the jurisdiction of such courts over each of them personally in connection with such litigation, and waive any objection to venue in such courts and any claim that such forum is an inconvenient forum. As a prerequisite for any legal proceeding in state or federal court the Parties agree that they will first engage in mediation of any dispute.
12. **SIGNATURES** - For purposes of this Agreement, copies of original signatures shall be deemed as original signatures.
13. **COUNTERPARTS** - This Agreement may be executed in counterparts, meaning that execution will be complete when each party holds a copy of this Agreement signed by the other party, even though the signatures of both parties do not appear on the same copy.
14. **ENTIRE AGREEMENT** - If any term or provision of this Agreement to any extent is deemed to be invalid or unenforceable by a court of law, the remainder of this Agreement shall not be affected thereby. Each term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law. This is the entire Agreement between the Parties. It supersedes all prior or contemporaneous Agreements, understandings, or representations. This Agreement may not be modified or amended except in a writing signed by the Parties. No terms of a purchase order or other document that conflict with this Agreement shall be binding or have any legal validity with respect to the duties owed by either Party.

WITNESSED the due execution hereof the day and year first above written:

Bellingham Marine

(Client)

Jeffrey Pratt
Jeffrey Pratt/Aug 15, 2025 14:45:38 EDT

(Signature)

Jeffrey Pratt, Vice President

(Print Name & Title)

Aug 15, 2025

(Date)

Geosonics, Inc.

(Consultant)



(Signature)

Jeffrey Straw, Vice President

(Print Name & Title)

Aug 15, 2025

(Date)

EXHIBIT A

6900 SW 21st Court, Suite 4, Davie FL 33317
954-424-2101 // 954-424-2104 Fax // Toll Free – 866-327-7882



Project Proposal / Estimate

To:	Bryan Falk – Bellingham Marine
From:	Katie Daniel-Mayer – Assistant Manager
Date:	August 11, 2025

Re: Vibration Monitoring: Riverwalk Project

This proposal and cost estimate are provided for anticipated scope of services to monitor the installation of multiple pipe pilings for a floating dock in the New River, Fort Lauderdale, Florida. The floating dock will span multiple utility easements, and the placement of the pilings is critical. The project site is within the New River and all work will be done over water. Monitoring the vibrations from the installation of these pilings cannot be conducted in the standard way.

Alternative monitoring options for these circumstances include installing a geophone (vibration sensor) on a metal plate that sits on the solid surface under the water and has an extension cable that reaches back to the data logger on land, or installing a cased borehole with a downhole geophone that also has an extension cable that reaches back to a data logger on land. Logistically, both options have potential problems. The exposed extension cable would be at risk from movements of the barge and other watercraft in the area, and the vibration levels could be influenced by wave action on the borehole or the soil surface under the water.

The utility easement includes a Florida Power and Light line as well as a sanitary sewer line. The SS line is at an unknown depth and appears to be generally in the middle of the easement (shown in green on the following page), and the FPL line appears to be in the eastern portion of the easement (shown in red on the following page). The closest proposed pile location is approximately 15 feet from the SS line, and approximately 27 feet from the FPL line based on the provided drawings and google earth overlays. The two northwestern pile locations are approximately 17 and 23 feet from the shoreline.

Our recommendation, to be approved by all necessary parties prior to installation, is to monitor the vibrations from the installation of these piles from the shoreline. We can install a standard seismograph to measure vibration levels at the surface, as well as a cased borehole to measure vibration levels at depth equivalent to the underground utilities. The distance of these two seismographs to the pilings would be as comparable to the distance from the pilings to the expected location of the utilities as possible.

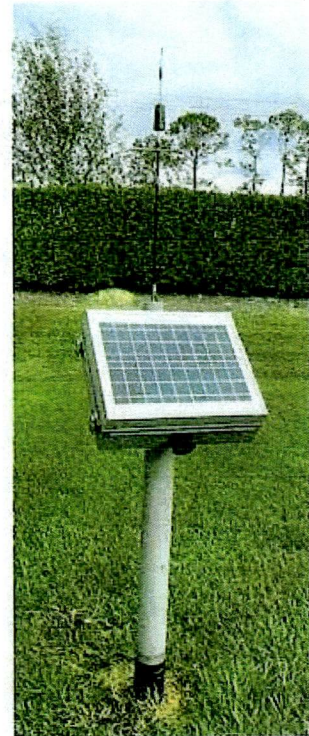
Please consider the following scope of work and estimate for our services for this project.

Vibration Monitoring Services:

GeoSonics, Inc. will install and maintain a series of Safeguard Seismic System **Re:mote™** Seismograph Systems developed by GeoSonics, Inc. for the measurement of ground vibration and air overpressure.

The units measure peak particle velocity, frequency and air overpressure produced by vibration sources. These units would operate independently for the project duration, measuring data and providing a daily result. At least one of these seismograph systems will be equipped with a downhole geophone custom built for this project. The downhole geophone will be a purchased item, as it may not be recoverable at the end of the monitoring period. The **Re:mote™** systems and data loggers will be a monthly rental for the monitoring duration. The seismographs will be housed in security boxes similar to the photo at right.

GeoSonics, Inc. will review the data daily and will provide the results via weekly summary report to an indicated contact. Our remote seismographs are capable of sending text message or email alert notifications if vibration levels are exceeded compared to the provided 0.50 in./sec. vibration limit established by Florida Power & Light.



Borehole drilling cost will depend on the location, depth and number of boreholes to be installed and upon the recommended monitoring locations in the monitoring plan as well as approval by Florida Power and Light and the City of Fort Lauderdale. Estimated costs are included below.

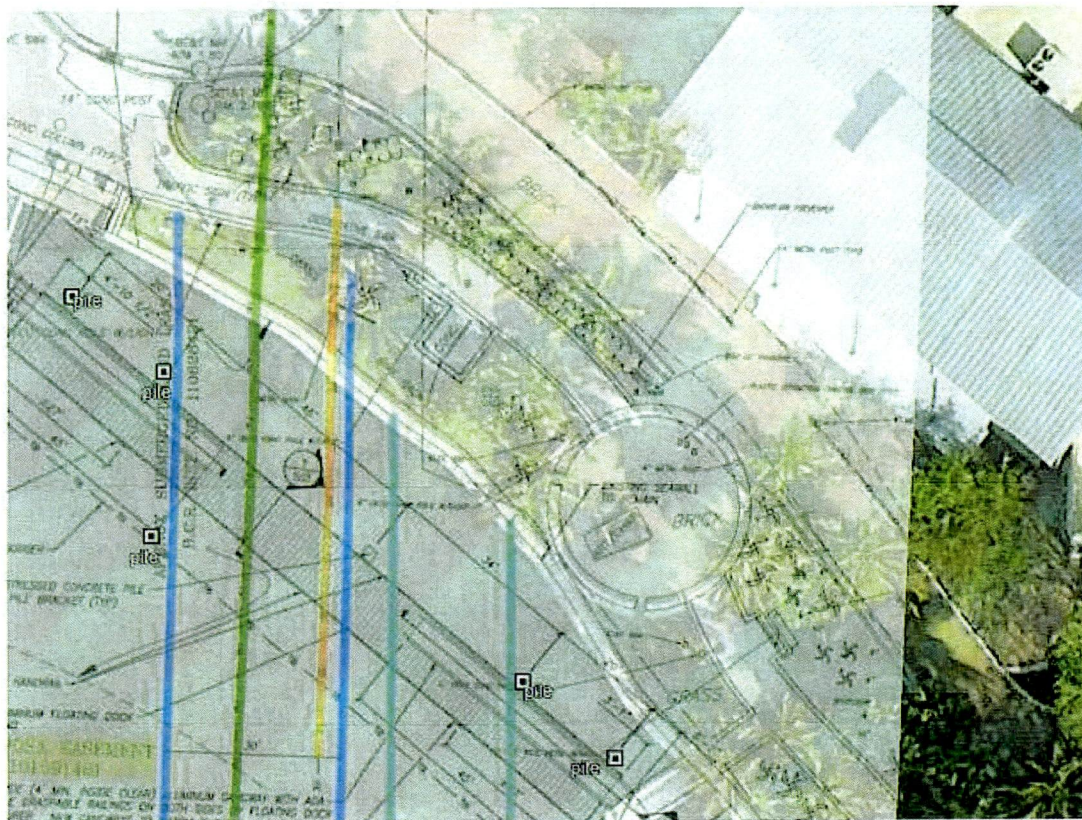
Optional Web-based Data Service:

GeoSonics, Inc. can develop a project-specific web-based data portal for the vibration data to be automatically posted daily and available for review by project personnel using an individual username and password.

Vibration Monitoring Plan:

The number and location of seismographs will be detailed in the monitoring plan, but for estimating purposes, we will consider three seismographs. This is subject to chance with Engineer review and preparation of the monitoring plan for review. At least one of these will be equipped with a downhole geophone to be installed in a cased borehole. Typically, these are installed at a comparable depth and distance from pile location to represent the FPL line that transects the project area.

We anticipate the location of the borehole to be within the grassed area between the sidewalk and seawall onshore from the planned dock. The location will need to be approved by Florida Power and Light as well as the City of Fort Lauderdale. Additionally, a standard seismograph with near surface vibration sensor may be used in this area if deemed permissible to be installed adjacent to or within the utility right of way. Additional seismographs may be installed at the nearest structure to the construction site to measure vibration at the nearby professional building.



Approximate pile locations are shown in the aerial above with a project overlay indicating the expected locations of the utilities within the easements. We have not been told the depth of the force main utility (shown as a green line) that is located within the easement with the FPL utility (shown as a red line). Based on the aerial, the distance from the two closest piles appears to be 12-15 feet to the force main and 27-30 feet to the FPL line.

The remote seismograph estimate includes travel and field time for supervising the borehole drilling, as well as installation and removal costs for installed seismographs. A weekly vibration summary report is included in the seismograph rental rates.

The final cost of services may change depending on the final plan for borehole drilling and scope of Engineer review. If needed, GeoSonics, Inc. can provide an updated scope of work. Estimated rates are included below.

EXHIBIT A

Cost Estimate: Remote Vibration Monitoring

The monthly rate per seismograph system is \$1,160.00 per unit per month. For periods of 1 – 10 consecutive days the rate is \$579.60 The full month rental shall apply for 11 days to the month end.

Three Re:mote™ seismographs at the monthly rate are estimated at \$4,059.60

As part of this estimate we have included the installation of the instruments, and removal at the end of the project. These two trips, including GeoSonics, Inc. Field technician travel and field time, mileage and applicable expenses are estimated at..... \$3,434.31

Additional trips, if necessary, are estimated at \$780.00

Downhole Vibration Monitoring:

Purchase price for one downhole geophone (\$3,780.00 per unit)\$3,780.00 plus tax.

Specialty calibration of data logger for downhole geophone \$780.00

Subcontracted Drilling services..... \$10,285.00

Optional Project Website:

Development of project specific website \$780.00

Maintenance of website \$78.00/month

Additional Services

Vibration Monitoring Plan \$2,340.00

Installation of Cased borehole (installed by others) estimated at \$10,530.00

Estimated total \$36,846.91 *****

GeoSonics, Inc. will not be responsible for claims of damage not physically caused by GeoSonics, Inc. GeoSonics, Inc. provides data only and results may be compared to limits if provided by the Client. GeoSonics, Inc. is not responsible to stop or control any work based upon the record values made by the units. At least one representative from the client or their representative will need to be on the alert list to make a determination of this type. Changes in the scope of work may alter the estimated price.

From: [Raymond Nazaire](#)
To: [Paulette Turner](#)
Cc: [Glenn Marcos](#); [Michelle Lemire](#); [David Clemente](#); [Shamori Aldridge](#); [Matthew Eaton](#); [Brad Kaine](#); [Todd Hiteshew](#); [Jill Prizlee](#); [Laura Deluca](#)
Subject: Re: CAM #25-0869 - 2nd Retroactive Agreement and Change Order No. 3 - Bellingham Marine - 9/16 Commission Meeting
Date: Monday, September 8, 2025 1:38:44 PM
Attachments: [image001.png](#)
[image002.png](#)
[Outlook-Icon_AI-g.png](#)
[Outlook-0n3v3ron.png](#)
[Outlook-mh4a22wy.png](#)
[Outlook-wqzle2ve.png](#)

Good afternoon, Paulette,

In my assessment, Geosonics' pricing is reasonable and justified. Furthermore, Geosonics has been the sole company to successfully fulfill FPL's requirements over the past eighteen months. The task involves not only monitoring but also providing vibration calculations during the pile driving process. At this juncture, we consider it unfeasible to engage an alternative firm to address FPL's demands without necessitating a complete reassessment and recalculation of the work previously undertaken by Geosonics. As a reminder, David Clemente already signed the Authorization Subcontractor letter sent previously by Laura.

Thanks,



Raymond Nazaire, P.E., CGC. | Senior Project Manager

Engineering Division | Public Works Department

City of Fort Lauderdale

101 NE 3rd Ave STE 2100, Fort Lauderdale, FL 33301

O: 954-828-8954 | C: 305-951-4319

E: rnazaire@fortlauderdale.gov

WeAreFTL

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ARE YOU **COMPETING FOR CITY BUSINESS?** [CLICK HERE TO REGISTER](#) **IN OUR NEW PROCUREMENT SOFTWARE SYSTEM.**

RIDER

TO BE ATTACHED TO AND FORM PART OF

Performance & Payment Bond

(Type of bond)

NO. 30173562

IN FAVOR OF City of Fort Lauderdale

(Obligee)

ON BEHALF OF Florida Floats, Inc. dba Bellingham Marine

(Principal)

EFFECTIVE October 10, 2022

(Original effective date)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

1. The Surety hereby gives its consent to:

☒ INCREASE

☐ CHANGE THE NAME OF THE PRINCIPAL

☐ DECREASE

☐ CHANGE THE ADDRESS OF THE PRINCIPAL

☐ CHANGE THE EFFECTIVE DATE

☐ CHANGE THE EXPIRATION DATE

☐ OTHER _____

(of) the attached bond FROM: \$420,890.00

TO: \$525,164.70

EFFECTIVE: August 14, 2025

2. **PROVIDED**, however, that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

3. Signed, and sealed this 15 day of September, 2025

ACCEPTED BY:

Western Surety Company

By:

(Title)

Roger Kaltenbach

ATTORNEY-IN-FACT



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Susan B Larson, Deanna M French, Scott Fisher, Elizabeth R Hahn, Jana M Roy, Scott McGilvray, Mindee L Rankin, Roger Kaltenbach, John R Claeys, Guy P Armfield, Nicholas Fredrickson, Scott Garcia, Andrew Kerslake, Alec a Gumpfer, Katelyn Cooper, Kyle Dozier, Janteane Blyton, Alex Giannini, Individually, of Bellevue, WA
Ronald J Lange, Rebecca M Sarmiento, Christine L Larson, Greg Lagreid, Individually, of Spokane, WA

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of October, 2024.



WESTERN SURETY COMPANY

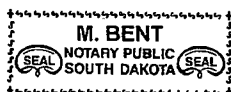
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of October, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

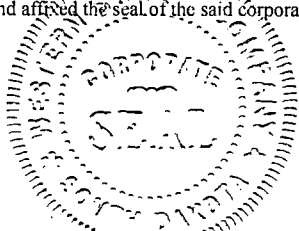
March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of September, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."