

**CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT
FOR
FORT LAUDERDALE BEACH PARK PARKING LOT IMPROVEMENTS**

THIS CONSTRUCTION AGREEMENT ("Agreement") for Fort Lauderdale Beach Park Parking Lot Improvements made and entered into this _____ day of _____, 2025, is by and between the City of Fort Lauderdale, a Florida municipal corporation ("City"), whose address is 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301, and Sagaris Corp., a Florida profit corporation ("Contractor"), whose principal address is 3660 NW 126th Avenue, Bay 6, Coral Springs, Florida 33065 (individually as "Party" or collectively as "Parties").

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of October 3, 2023, authorized the proper officials by motion to execute an Agreement between Contractor and City authorizing the performance of construction services for the Fort Lauderdale Beach Park Parking Lot Improvements at Fort Lauderdale Beach Park Parking Lot, Invitation to Bid (ITB) Event No. 130-10, Project No. 12513, in the amount of \$559,712.00 ("Original Agreement"); and

WHEREAS, pursuant to the Agreement, the time for the performance of services was negotiated by the City and Contractor; and

WHEREAS, the scheduled project completion date was 275 calendar days from the Notice to Proceed issued on January 8, 2024; and

WHEREAS, on October 3, 2024, Change Order Number 1 was issued to add 90 additional days to the final completion date; and

WHEREAS, due to the delays with Florida Power & Light's new, electrical service line connection and electrical components that were no longer being manufactured, as required by the design package, the Original Agreement expired on January 7, 2025; and

WHEREAS, compatible replacement materials have been identified; and

WHEREAS, the Parties are desirous of completing the Project; and

WHEREAS, the Parties wish to include an additional 205 calendar days to advance the project to completion and wish to increase the Not to Exceed Compensation Amount by Sixty-Nine Thousand One Hundred One Dollars and Fifty Cents (\$69,101.50), as compensation for the performance of Contractor's services, subject to the same terms, conditions and specifications contained in the Original Agreement.

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

- 1.1 The recitations set forth above are true and correct and are incorporated by reference 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 January 7, 2025.
- 1.4 The Contract Time as defined in the Original Agreement shall be understood to also include the period of time from the termination of the Original Agreement to the time of execution of this Agreement.
- 1.5 Section 5.3 of the Original Agreement is hereby deleted and replaced with: "The Work shall be finally completed on the Final Completion Date within Two Hundred and Five (205) calendar days from January 7, 2025."
- 1.6 The Not to Exceed Amount of Compensation reflected in 6.2 of the Original Agreement is increased by Sixty-Nine Thousand One Hundred One Dollars and Fifty Cents (\$69,101.50), as compensation for the performance of Contractor's services, subject to the same terms, conditions and specifications contained in the Original Agreement.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

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
City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

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

By: _____
KIMBERLY CUNNINGHAM MOSLEY
Assistant City Attorney

CONTRACTOR

SAGARIS CORP., a Florida profit corporation.

WITNESSES:

Signature By: _____
MEHRDAD MAHMOUDI
President

Print Name

Signature

Print Name

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by **Mehrdad Mahmoudi**, as **President**, for **Sagaris Corp.**, a Florida profit corporation.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned
Name of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____