

CITY OF FORT LAUDERDALE CONSTRUCTION AGREEMENT

THIS Agreement made and entered into this ___ day of September, 2024, by and between the City of Fort Lauderdale, a Florida municipal corporation (“City”) and Weekley Asphalt Paving Inc., a Florida corporation (“Contractor”) (“Party” or collectively “Parties”)

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of December 6, 2022, authorized the proper officials by motion to execute an Agreement between Contractor and City authorizing the performance of services in connection with the State Road A1A Streetscape Improvement Project amount not to exceed \$10,945,573 (ITB 12662-223 Project 11681) (“Original Agreement”); and

WHEREAS, due to delay impacts related to the Fort Lauderdale International Boat Show (FLIBS) and extreme weather events, 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 Agreement expired on December 31, 2023; 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 December 31, 2023.

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 Substantially Completed within 448 calendar days after the date of the Notice to Proceed is issued, which is October 15, 2024.”

1.6 Section 5.4 of the Original Agreement is hereby deleted and replaced with: “The Work shall be finally completed on the Final Completion Date within 479 Calendar Days

after the date when the Contract Time commences to run as provided in the Notice to Proceed. The date of Final Completion is November 15, 2024.”

1.7 The City’s Project Manager is Gary Foster, whose address is 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, FL 33301, telephone number 954-828-6233 and email address is gfoster@fortlauderdale.gov.

[REMAINING SPACE 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

By: _____
SUSAN GRANT
Acting City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form and Correctness:
THOMAS J. ANSBRO, City Attorney

By: _____
RHONDA MONTOYA HASAN
Senior Assistant City Attorney

CONTRACTOR

WITNESSES:

WEEKLEY ASPHALT PAVING INC.,
a Florida corporation

By: _____
DAN WEEKLEY
President

Print
Name

ATTEST:

Print Name

By: _____
Secretary

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this _____ day of _____, 2024, by Dan
Weekley, President of Weekley Asphalt Paving Inc., a Florida 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: _____