

**AGREEMENT FOR
RIVERWALK FLOATING DOCKS MANUFACTURING AND INSTALLATION
PHASE II**

THIS AGREEMENT for Riverwalk Floating Docks Manufacturing and Installation Phase II (“Agreement”), made this ____ day of _____ 2022, is by and between the City of Fort Lauderdale, a Florida municipal corporation (“City”), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Florida Floats, Inc. d/b/a Bellingham Marine, a Florida corporation (“Contractor” or “Parties”), whose address is 1813 Dennis St., Jacksonville, FL 32204, Phone 904-380-5519, Email: sryder@bellingham-marine.com.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor agrees to provide to the City Riverwalk Floating Docks Manufacturing and Installation (the “Work”), and the City and the Contractor further covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively “Contract Documents”) are hereby attached and incorporated into and made part of this Agreement:

- A. The City’s General Conditions (“Exhibit A”).
- B. Contractor's Proposal (“Exhibit B”).

All Contract Documents may also be collectively referred to as the “Contract Documents” or “Documents”. In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated _____, 2022, and any attachments.
- B. Second, Exhibit A.
- C. Third, Exhibit B.

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall comply with all the terms and conditions in the Contract Documents which are attached hereto and incorporated herein. Additionally, the Contractor shall perform all Work identified in this Agreement. The Parties agree that Exhibit “B” contains a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City’s Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. FISCAL YEAR

In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit "B". It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided herein, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Local Government Prompt Payment Act in Chapter 218, Florida Statutes, as may be amended or revised.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines,

damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due to Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which

are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated

Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Watercraft Liability

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover the utilization of watercraft, including Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any watercraft, including owned, non-owned, and hired.

Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

Crane and Rigging Liability

Coverage must be afforded for any crane operations under the Commercial General or Business Automobile Liability policy as necessary, in line with the limits of the associated policy.

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term “hazardous materials” includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage

exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that it is qualified to perform the Work, that Contractor and its subcontractors possess current, valid state and/or local licenses to perform the

Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein. This provision does not apply to any Contractor Background IP, which shall remain the property of the Contractor.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended or revised, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2022), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance with Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000.00. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000.00 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000.00 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised.

To the maximum extent permitted by applicable law, Contractor and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Contractors' and its suppliers' and licensors' liability exceed the amounts paid by client under this

agreement regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise)).

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances (“Force Majeure”)

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by 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 the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the

person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2022), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contractor with the subcontractor, and the Contractor shall comply with such order.
4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section VI. CC., including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this Section VI. CC in its subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

DD. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2022), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor

complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

ATTEST:

CITY OF FORT LAUDERDALE

David R. Soloman, City Clerk

By: _____
GREG CHAVARRIA
City Manager

Date: ____ day of _____, 2022

Approved as to form:

Alain E. Boileau, City Attorney

By: _____
RHONDA MONTOYA HASAN
Assistant City Attorney

WITNESSES:

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

Signature

By: _____
Kevin Thompson, Chief Operating Officer

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 _____, 2022, by Kevin Thompson, as Chief Operating Officer for Florida Floats, Inc., d/b/a Bellingham Marine, a Florida corporation.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

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

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT A

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular Agreement by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB's) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2022), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the City.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the City.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07, of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07, the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes Chapter 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in

full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the City's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the City's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this Agreement. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED for General Liability Insurance**, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include

standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this Agreement for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this Agreement.

NON-DISCRIMINATION: The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2022), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

5.15 UNUSUAL CIRCUMSTANCES: If during a Agreement term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the Agreement occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The Agreement can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the Agreement term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the Agreement to relieve Contractor of a legitimate obligation under the Agreement, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.16 ELIGIBILITY: If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into an Agreement with the City.

5.17 PATENTS AND ROYALTIES: The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the Agreement, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.18 ASSIGNMENT: Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.19 GOVERNING LAW; VENUE: The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

5.20 PUBLIC RECORDS:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by 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 the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the

Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

EXHIBIT B



THE WORLD'S
MOST COMPREHENSIVE
MARINA BUILDER

Florida Floats, Inc. 1813 Dennis St.
dba Bellingham Marine Jacksonville, FL 32204
www.bellingham-marine.com

P. (904) 380-5519
F. (904) 354-4818

September 8, 2022

Mr. Raymond Nazaire, P.E.
Ms. Ana Ziegler, EE., Project Manager II
Public Works Engineering Dept.



100 N. Andrews Ave.
Fort Lauderdale, FL 33301

Reference: Esplanade Park Floating Dock Project - Budget Costs

Dear Raymond & Ana:

Thank you for the opportunity to present our budget letter and scope of work for the floating dock addition project for City of Fort Lauderdale in Esplanade Park along the New River. The purpose of this letter is to present preliminary costs for the manufacture and installation of new Unifloat® concrete floating docks, gangways, steel pipe piling and HDPE pile sleeves.

Project Vision and Assumptions:

The dock will be located along the New River in Fort Lauderdale, Florida. This location is very protected from wind and wave energy and will be used as a transient dock

This budget letter outlines the costs associated to install a new 10'-4" x 126' Unifloat® concrete floating dock with steel pipe piling protected with HDPE pile sleeves and 2 each 5' x 45' ADA compliant aluminum gangways. Our system is in use throughout the Florida market as well as the Caribbean and will be designed for occupied loads in a Category 1 event and unoccupied in Category 3 events. The dock system will be designed per the following design criteria:

- Maximum Wind Speed Occupied = 90 MPH
- Maximum Wind Speed Unoccupied = 120 MPH
- Average Vessel Size = 60'
- Largest Vessel = 100'
- Layout of Docks – per aerial
- Anticipated Surge = (+/-) 8.0 feet.

Esplanade Park Floating Dock Cost Budget
September 8, 2022

- Top of Pile Elevation = + 15 feet NGVD.
- Bottom Depth = (-)9.0 feet NGVD.
- Controlling Wave at Site = 1.0 feet/2.0 second period.
- Boat Wake = not included (assumed not greater than governing wave loading).

We will be providing our Unifloat® concrete floating dock system which will provide 18” of freeboard with approximately 18” of draft. All thru-rods will be fiberglass for strength and durability in our harsh climate and frames for pile guides or triangle frames will be stainless steel. The timber walers on the sides of the docks will have WEAR DECK® synthetic decking covering the top of these timbers to provide protection from the elements. All new piling will be steel pipe covered by an HDPE pile sleeve which will provide long term protection from corrosion and zero maintenance to the City. Accessory equipment being provided would be pile caps, cleats, and fendering.

Esplanade Park Floating Dock Budget Costs

• Unifloat® Dock System Materials	\$ 177,030.00
• Aluminum Gangways 2 each 5’ x 45’	\$ 47,800.00
• BMI Installation	\$ 63,370.00
• Steel Pipe Piling, HDPE Sleeves, Pile Caps	\$ 40,000.00
• Pile Installation	\$ 62,190.00
• Permits – USACOE, FLDEP, Broward County	\$ 32,500.00
Total Budget	<u>\$ 422,890.00</u>

Scope of Work

Our preliminary scope of work will include the following services and materials:

- Detailed structural design of the Unifloat® Concrete Floating Dock System including the design, manufacture and installation of all concrete floating dock modules, timber walers, Wear Deck decking, weldments, and aluminum gangways.
- Pile Design using Steel Pipe Pile with HDPE Pile Sleeves and include Pile Driving.
- Engineering services for structural systems.
- Dock Permitting – USCOE, FLDEP, Broward County

Excluded Items:

Excluded items include, but are not limited to, the following:

- Dredging, Fixed concrete access docks
- Soils reports, bathymetric and other property surveys
- Local Building permits costs.
- Shoreside infrastructure design or construction. All work will terminate at the gangway entrance locations

Esplanade Park Floating Dock Cost Budget
September 8, 2022

We hope these proposed costs contain sufficient details for your needs. Please call to discuss any questions regarding any aspect of the contents presented. Thank you for your consideration.

Sincerely,

Steve Ryder

Steve Ryder, Senior Manager of Project Development
Florida Floats, Inc. dba Bellingham Marine

CONCRETE FLOATING DOCK SYSTEM TECHNICAL SPECIFICATIONS

1. GENERAL

1.1 THE SCOPE

The Contractor shall furnish all tools, equipment, materials, and supplies and shall perform all labor, supervision, fabrication, assembly, and installation of a complete concrete float system.

1.2 CONTRACTOR SITE INSPECTION

The Contractor shall examine the jobsite before preparing his shop drawings to verify all physical conditions and surroundings.

1.3 TECHNICAL

The flotation system shall consist of modular sections designed in such a manner that modules may be replaced with standard modules in case of repairs.

Float modules shall be structurally connected by a treated timber or other approved type of waler system that will allow replacement without affecting the float modules. Connection methods that create structural failure of the float module when over stressed will not be allowed. Concrete float modules must have concrete cover for protection on all six sides. Floats without concrete bottoms will not be allowed. Minimum concrete deck, bottom and wall sections shall be as follows:

Deck	2.00"
Walls	1.50"
Bottoms	1.25"

Sufficient flotation shall be provided to support a live load of fifty (50) pounds per square foot of deck area with a minimum freeboard of six (6) inches.

Freeboard under dead load only shall not be less than seventeen (17) inches or exceed twenty (20) inches.

Contractor should exercise caution to insure that all dead loads are accurately determined and included in buoyancy calculations. These loads should include appropriate safety factors if used and any

specific manufacturing considerations that will affect the final freeboard.

Dead loads shall consist of the floats, framing, waler system, attachment steel, miscellaneous connection devices, and all other permanently attached equipment such as utilities, boxes, fire protection equipment, etc.

Special floats must be designed to support the additional concentrated loads as imposed by gangways, transformers, or other equipment. Floats with special loadings shall have the same freeboard as floats with no such loading, so that there will be residual stresses or tilting when such floats are interconnected unless specifically approved by the float system engineer.

The weight of lumber for these calculations shall be assumed at no less than forty (40) pounds per cubic foot.

Walking surface of concrete floats shall be level and flush with respect to the adjacent floats.

Floats shall be designed to float level under dead load only. The decks of the floats shall be within the followings tolerances of being level:

- Maximum transverse slope for main floats: two (2) inches per ten (10) feet of width
- Maximum longitudinal slope: two (2) inches per ten (10) feet

Flotation units shall be located within the structure so as to be capable of supporting a 300-pound point load moving in any area on a float without excessive rolling or tilting on the dock. When a 400-pound load is applied one foot from the end of the finger, that finger will lose no more than four inches of freeboard. When a 300-pound load is applied to on one outer corner of the finger there should be no more than 2 inches in freeboard differential per three feet of width between the outer corners of the finger. This should be done once the system is totally connected and in its final intended condition.

Float and anchorage systems shall be designed for the following load cases as a minimum:

- Wind pressure of 15 PSF (77 MPH fastest mile wind at 33 feet standard elevation, Exposure C, per ASCE 7-16) acting on the projected area of all docks and moored vessels assuming full occupancy of the marina.

- Minimum current pressure of 0 PSF (0 feet per second current velocity) acting on the projected area of all docks and moored vessels assuming occupancy levels will reflect those expected during the flood season.
- Vertical wave loads, as they exist at the specific site.
- Lateral wave loads for waves having a significant wave heights exceeding one foot if they are expected to occur at the specific site.
- Load cases should be combined based upon the probability of simultaneous occurrence of the events.
- Lateral pile loads at the maximum surge level.

1.4 STANDARDS

All docks, structures and components must be designed per one of the following codes or authorities, depending upon the application:

UBC (Uniform Building Code)
 SBC (Standard Building Code)
 MBMA (Metal Building Mfg. Assoc.)
 BOCA (Building Official Congress of America)
 City/State/County Building Code
 Army Corps Manual SR-2
 ASTM Standards
 AISI (American Iron and Steel Institute)
 AISC (American Institute of Steel Construction)
 AWWA (American Wood Preservers Assoc.)
 PCI (Prestressed Concrete Institute)
 CRSI (Concrete Reinforcing Steel Institute)

Parameters

- Wind load calculations shall be based on an average vessel profile height equal to 15% of the slip length.
- Current load calculations shall be based on the average vessel draft determined by the intended vessel types.
- Calculations are to be performed for wind and current loads both parallel to and perpendicular to the slips.
- Full wind and current loads shall be applied to all exposed vessels. To account for sheltering effects, 15% of the full load shall be applied to all vessels sheltered by the exposed vessel.
- Calculations shall assume that any given boat/slip may be exposed during a design event.
- Allowable material stresses shall be based on the latest edition of the Uniform Building Code.

- Minimum evaluation of the design wave environment shall include identifying the Significant Wave Height, Peak Spectral Wave Length, Wave Period and Wave Approach Angle.

1.5 DRAWINGS

Prior to fabrication or construction, the Contractor shall furnish sufficient information to describe his floating dock system, and shall submit complete shop drawings and calculations for approval by the Owner. Dock and anchorage drawings and calculations shall be affixed with the appropriate stamps and signatures of a registered professional coastal engineer, maintaining professional liability insurance with a minimum policy limit of \$2,000,000. The engineer of record shall seal all drawings with a stamp identifying him or her as a registered professional engineer licensed in the state in which the project is located. The engineer shall have designed at least ten previous marina projects of a size and function similar to this project that has been in use for a minimum of five years.

Shop drawings shall show the layout of the dock system, layout of complete mooring/anchoring system, details of all connections, waler sizing and splice pattern, anchorage connections, utility routings and all other details necessary and pertinent to the construction of the floating dock system.

1.6 CALCULATIONS

All design calculations shall assume that all slips are occupied, that any individual slip may be exposed during a design event and that all reasonable dead loads have been incorporated into the system.

Once the loads are determined by the applicable codes listed above, the design and calculations shall be prepared in accordance with AISI and AISC specifications and guidelines.

All engineering and calculations shall be done in accordance with these guidelines using the appropriate allowable capacities and safety factors. Calculations are to be stamped by a registered professional coastal engineer, maintaining professional liability insurance with a minimum policy limit of \$2,000,000. The engineer of record shall seal all calculations with a stamp identifying him or her as a registered professional engineer licensed in the state in which the project is located. The engineer shall have designed at least ten previous marina projects of a size and function similar to this project that has been in use for a minimum of five years.

In addition to sizing all members for these codes and specifications, the following calculations shall be submitted as a minimum for the dock system:

- Anchorage attachment points to insure reactions shall be appropriately and rationally distributed throughout the system.
- Finger lateral loads from current and wind in the shielded and unshielded condition for each finger length. Calculations will provide transfer assumptions for both cantilever and non-cantilever type fingers, including finger-to-walk connections.
- Overall system loads under full occupancy with consideration for shielding factors and deflections of the system and its effects on anchor loading.
- Anchorage system capacity for individual and overall load considerations.
- If anchor piling are utilized for mooring, the special design information should include:
 - Pile size and cross section
 - Overall pile length
 - Minimum embedment
- Vertical loading due to wave action and live load requirements including both walkways and fingers.

1.7 QUALITY ASSURANCE

The manufacturer must have an ongoing quality management system. This quality system must be regularly assessed and currently certified as meeting the ISO 9001 Standard. The scope of this certification must be for the design and manufacture of floating docks and pertain to the company or portion of the company providing the products and services for the project. The registrar providing this certification must be accredited according to EN 45012.

All steel fabrication and welding will be performed in a facility currently certified as meeting the ISO 9001 Standard. All structural steel welders shall be qualified in accordance with requirements of ANSI/AWS D1.1, 2010 Structural Welding Code.

All structural steel welding shall be completed in accordance with requirements of ANSI/AWS D1.1, 2010 Structural Welding Code-Steel, and utilizing 0.035 welding wire AWS A5.18, ABS ER70S-6.

All aluminum welding shall be completed in accordance with requirements of ANSI/AWS D1.2 Structural Welding-Aluminum, utilizing 3/64" ER4043 Welding Wire, ANSI/AWS A5.10.

2. MATERIALS

2.1 General

The Contractor shall submit for approval by the Owner, all items he intends on using for the construction of this project, as well as any alternate materials.

The Owner will be allowed access to all sites where materials pertaining to this contract are manufactured or constructed for purposes of inspection.

Materials delivered and stored at either the manufacturing facility, staging area, or jobsite shall be properly stored on dunnage or by other appropriate means to prevent direct contact with the ground and unnecessary damage.

2.2 CONCRETE FLOATS

Manufacturing

The float manufacturer has a minimum of thirty (30) consecutive years' experience in the design and manufacturing of concrete floats as their primary business.

The manufacturing facility shall be located in the United States and meet the requirements for the designation of "**Made in the USA**" as designated by the US Federal Trade Commission. The facility shall be designed to provide the proper environment and physical conditions necessary for float casting. The facility shall provide adequate work space, equipment, level casting surfaces, and protection from direct sunlight, wind, moisture and freezing.

The manufacturing facility must have an ongoing quality management system. This quality system must be regularly assessed and currently certified as meeting the ISO 9001 Standard. The scope of this certification must be for the design and manufacture of floating docks and pertain to the company or portion of the company providing the products and services for the project. The registrar providing this certification must be accredited according to EN 45012.

Float modules shall be cast monolithically in a single pour. There shall be no cold joints of any type. All modules are to have concrete bottoms and walls.

Float modules shall have a minimum deck thickness of 2" inches and a minimum side wall, end wall thickness of 1-1/2" and bottom thickness of 1-1/4" inches.

Forms

Floats shall be cast in steel forms, with a smooth, true surface.

Forms shall be designed in such a way to prevent unsightly finished surfaces or definite lines that could result in crack planes. Any rough edges, form marks, or defects shall be cleaned, ground smooth, or patched.

Float forms shall have a tolerance of not more than 1/4 inch from the dimensions shown on the shop drawings. Floats cast from forms more than 1/2" out of square (when measured diagonally) shall be rejected.

Concrete shall be vibrated internally and/or externally to assure a smooth dense finish. The placement will be such that the concrete float is monolithic with no cold joints in any part of the finished float.

Concrete Mix Design

Prior to the manufacturing of any flotation units, the concrete mix design shall be approved by the Owner.

Concrete shall have a minimum twenty-eight (28) day compressive strength of 5000 psi, per ASTM C-94. Floats made of concrete with less than specified strength may be rejected by the Owner.

The mix shall contain a minimum of 611 pounds (six and one-half sacks) of Portland cement per cubic yard, either Type I or Type II modified, and low alkali. Type III cement may be used if the Tri-Calcium Aluminate of the cement is certified by the manufacturer to be between five (5) and eight (8) percent, and alkali content (Na₂O) and (K₂O) is less than 0.6 percent.

Concrete for the flotation units shall contain polypropylene fibrous reinforcement in the deck area at a rate recommended by its supplier.

The theoretical concrete unit weight shall not be more than 120 pounds per cubic foot.

Coarse and fine aggregates shall conform to ASTM C-33-86, ASTM C-330 lightweight aggregates for structural concrete.

All concrete shall be air-entrained from four (4) to seven (7) percent and shall be tested in accordance with ASTM C-138, C-173, or C-231.

Water/cement ratio shall not exceed 0.45 for light-weight concrete.

Slump range shall be three (3) inches to six (6) inches when tested in accordance with ASTM C-143-78.

Concrete Testing

All concrete testing shall be done under the guidance by certified personnel. Certification shall be in accordance with the National Ready Mix Concrete Association guidelines or equivalent. All concrete testing methods shall be done in accordance with the respective ASTM specifications.

Four (4) compressive test cylinders shall be taken daily per mix, cured, and tested by either an independent testing laboratory or by an on-site, Owner approved, certified testing facility. Test results will be submitted on one (1) each, seven (7) day; one (1) each, 14 day, one (1) each, twenty-eight (28) day; and one (1) hold cylinder.

Unit weight and entrained air tests will be taken daily from the same material sample used for the compressive test cylinders.

Daily concrete cylinder test reports shall be submitted to the Owner on a job complete basis. All concrete testing shall be done at the Contractor's expense.

Concrete Reinforcement

No Galvanized wire mesh is allowed for the concrete reinforcement. All reinforcing bars shall be FRP (Fiber Reinforced Polymer)

Expanded Polystyrene Core (EPS)

The closed cell expanded polystyrene core used inside the concrete unit shall meet Federal Specification C-578-85, which superseded

Federal Specification HH-I-524C. The expanded polystyrene core must be fully encapsulated by concrete (all six sides).

The foam shall weigh between .95 and 1.10 pounds per cubic foot.

EPS to have a maximum absorption of three (3) percent by volume as tested by ASTM Method C-272.

The foam core shall be held in a true position during the casting operation with an allowable variation of 1/8 inch from the dimensions shown on the shop drawings.

Foam billets will have a dimensional tolerance of plus 0.125 inch and minus 0.125 inch.

Foam core may not have more than ten (10) percent reground EPS foam material. Reground foam pieces shall not exceed 3/8 inch in diameter.

Foam core shall be made up of not more than four (4) laminated sections.

The laminated foam core shall be glued with low solvent glue, and shall be strapped to prevent delamination during transportation and handling.

No horizontal lamination may occur in the upper ten (10) inches of the foam core.

Utility Raceways

Each walkway shall have a 5" x 16" rectangular PVC raceway(s) embedded in the float module above the water line as required for electrical system with appropriate pull-boxes.

Pullboxes shall be Associated Type 1730, or approved equal, unless otherwise specified by the owner or required by specific state or local codes.

Pullboxes shall be flush with the walking surface.

Pullboxes shall have a one (1) inch nominal concrete bottom with a smooth or light brushed, slip-resistant finish. Bottom shall not be lower than inverts of the PVC sleeves. All bolts for lids on pullboxes shall be stainless steel.

All sleeves and piping shall remain above the water surface under dead load conditions and shall be designed to facilitate installation, removal, and servicing of the utilities. Access openings shall be provided at convenient locations if required for special access.

FRP Thru-Rod/Module Connections

The minimum dimension for all thru-rods for structural attachment is 3/4-inch thread diameter.

All module to module or waler thru-rods shall be FRP and placed within PVC sleeves cast in the float units. The maximum inside diameter of PVC shall not exceed 7/8 inch.

All cast in inserts will be stainless steel, 3/4-inch diameter, with a welded loop or horizontal restraining bar.

Walers shall be securely fastened to the concrete floats using fiber reinforced plastic (FRP) of high strength pultruded rods.

All FRP connections shall and include nylon nuts manufactured from a high toughness 50% glass filled nylon 6, and contain high quality UV stabilizers for maximum longevity.

A minimum of four (4) thru-rods per float unit are required, with a minimum average of one (1) thru-rod per two (2) lineal feet of float length. The quantity and configuration of the thru-rods will be determined by the float system structural engineer's load calculations on each dock section.

Thru-rods shall be placed through each float unit within six (6) inches of each end of that unit, and within six (6) inches of each lumber splice.

No connecting device shall protrude beyond the fascia into the berth area. Any connecting device protruding above the surface of the deck shall have a low, rounded profile.

All nuts at triangle frame connections shall Bracket 3/4" (nominal) Nylon Nuts. Nuts at the triangle frame shall be re-tightened immediately before receiving utility covers.

Nylon Nuts

- Raw Materials:

Nylon nuts shall be manufactured from a high toughness 50% glass filled nylon 6, which contains high quality UV stabilizers for maximum longevity.

- Physical Properties: Nut pull off strength shall be >15.7 kip
- Other:
 - Nylon nuts shall be black in color.
 - All internal surfaces shall be smooth.
 - Hexagonal surfaces shall be textured for increased grip; all other surfaces shall be smooth. Small injection marks are acceptable.

Deck Finish

The float deck surface shall be trowel finished with a steel trowel and a slip-resistant finish applied transversely to the walking surface.

Contractor shall establish finishing methods and procedures to insure an even and consistent broom or screed finish on all deck surfaces.

All top edges shall have a 3/8 inch tooled radius with a minimum 1-1/2 inch wide smooth hard steel finished face.

Outside top edges and corners shall be filed smooth.

All work shall be performed by persons experienced and skilled in their trade.

Curing, Handling, and Storage

Except as otherwise approved, floats shall be cured for a minimum of seven (7) days or until they have reached 80% of design strength before transporting or assembling.

The Contractor shall select his own method of curing and be responsible for the result, except that all curing shall include the application of a curing compound as soon as practical after finishing and that the concrete modules be placed under cover with complete protection from direct sunlight, wind, and freezing for a period of three (3) days or until they have reached 70% of design strength.

Curing compound referenced shall meet the following requirements:

- Must be a balanced combination of sodium, potassium and meta silicate compounds with a surface reducing agent.
- Must not contain any chlorides, waxes, resins or oils.
- Must not separate or settle out.
- Must not leave a residue on the concrete that would prevent the application of sealers or epoxies.
- Must combine chemically with the free lime in concrete to form a barrier to reduce moisture evaporation to a level that allows the complete hydration of the concrete.

Contractor shall take care in establishing handling methods to avoid damage to floats during form removal, storage, assembly, and installation. Storage of flotation units shall be on level surfaces, and it shall be the responsibility of the Contractor to determine how high to stack units to avoid damage. Care shall be taken to avoid damage caused by over-stacking.

Floats shall be protected against damage from any cause.

Any damaged units shall be rejected and removed from the assigned job.

Cracks

Concrete cracking shall be minimized through proper design and control methods. However, it is typical for precast concrete to develop cracks. The structural nature of concrete is that the concrete must crack in order to mobilize the steel reinforcing.

Cracks that are determined to be structural in nature by the float system design engineer and not located in the deck of the module shall be V-cut out and patched with a non-shrink patching compound approved by the engineer. Cracks that are determined to be structural in nature by the float system design engineer which are located in the deck of the float module shall be patched in accordance with methods and materials approved by the owner and the design engineer on a case by case basis.

The design engineer shall determine if excessive cracking in a single flotation unit shall be cause for rejecting that unit. Rock pockets exceeding one (1) inches in diameter and/or 1/2 inch in depth and/or honeycombing, shall be patched with an approved non-shrink grout of a color similar to the cured concrete. Any pockets which expose mesh or rebar shall be chipped out, cleaned, and filled with an approved epoxy patching compound.

Float Weight

The weight of the complete flotation units shall not vary from the theoretical weight or mean weight of all similar units by more than six (6) percent.

Submit program to verify actual float weights, quantity to be weighed, and method of record keeping.

Float Identification

All floats are to be clearly identified on one side between the bottom of the waler and the waterline with the date of manufacture, specific float type, and job number.

2.3 LUMBER

All timber walers and structural lumber shall be of Southern Yellow Pine; "No. 1" or better in accordance with either the Southern Pine Inspection Bureau or the Timber Products Inspection Bureau grading rules.

Lumber shall be fabricated accurately to provide uniform gaps and butt joint connections. Lumber splices shall not exceed 1/2 inch between adjoining ends.

All walers, fascia, spacers, plywood, or any other member, which is subject to foot traffic, shall be flush with the concrete walking surface.

2.4 LUMBER TREATMENT

All lumber shall be pressure preservative treated with CCA to .6 pound retention after fabrication.

All lumber, with the exception of laminated beams, will be cut to length and all holes drilled prior to pressure treatment as far as is possible.

Tie bands used for delivery must have plates between the bands and the wood to prevent crushing. Bundle identification shall be done so as not to stain lumber surfaces.

2.5 STEEL

All structural steel channels, angles, and plates shall be fabricated from mild steel conforming to ASTM A-36, and shall be hot dipped galvanized after fabrication.

All steel fabrication and welding will be performed in a facility currently certified as meeting the ISO 9001 Standard. All structural steel welders shall be qualified in accordance with requirements of ANSI/AWS D1.1, 2010 Structural Welding Code.

All structural steel welding shall be completed in accordance with requirements of ANSI/AWS D1.1, 2010 Structural Welding Code-Steel, and utilizing 0.035 welding wire AWS A5.18, ABS ER70S-6.

All aluminum welding shall be completed in accordance with requirements of ANSI/AWS D1.2 Structural Welding-Aluminum, utilizing 3/64" ER4043 Welding Wire, ANSI/AWS A5.10.

2.6 GALVANIZED COATING

A hot dipped galvanized coating shall be required on all thru-rods, bolts, miscellaneous hardware, cleats, steel plates, angles, and shapes in accordance with either ASTM A-123 or ASTM A-153 as the process applies to the specific material.

Zinc coating thickness to be a minimum of three (3) mils.

2.7 HARDWARE

Bolts, nuts, washers, and thru-rods shall be mild steel, in accordance with ASTM A-307, and have a minimum of 1-1/2 inch of thread.

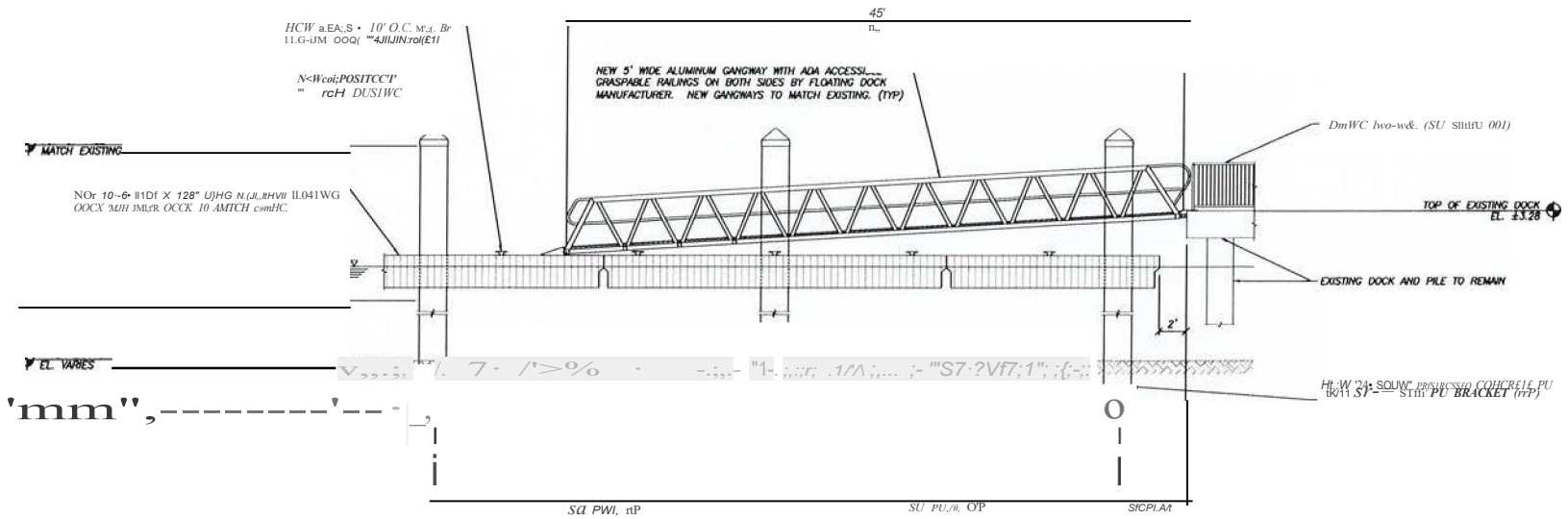
All hardware shall be hot dipped galvanized in accordance with ASTM A-123.

Washers shall be used with all nuts and bolts, which bear on wood or steel. Round plate washers shall be used on all thru-rods bearing on wood surfaces. Cut washers shall be used on all surfaces bearing on steel surfaces.

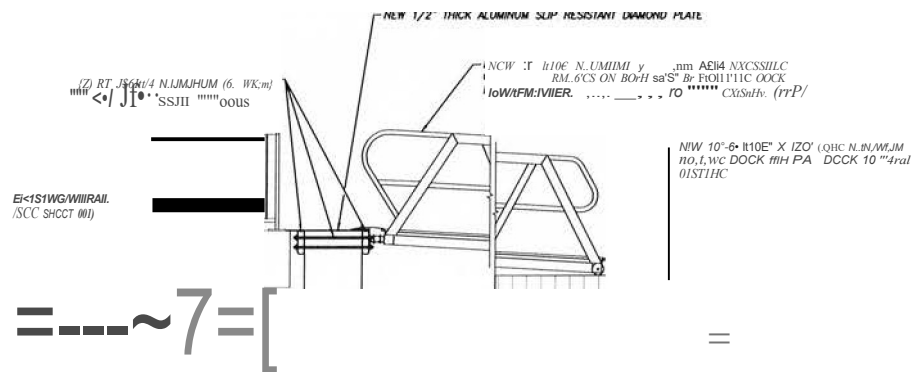
2.8 WELDMENT PANELS

Cover panels, which provide continuous walking surfaces with the concrete deck, shall be of medium-density copolymer polyethylene or FRP, specially formulated to provide toughness and durability in a

marine environment. The plastic shall contain UV stabilization for optimum performance in direct sunlight and weigh a minimum of .0342-lbs/cubic inch. The material shall be fabricated with a non-slip surface molded in the panels.



@ TYPICAL CROSS SECTION



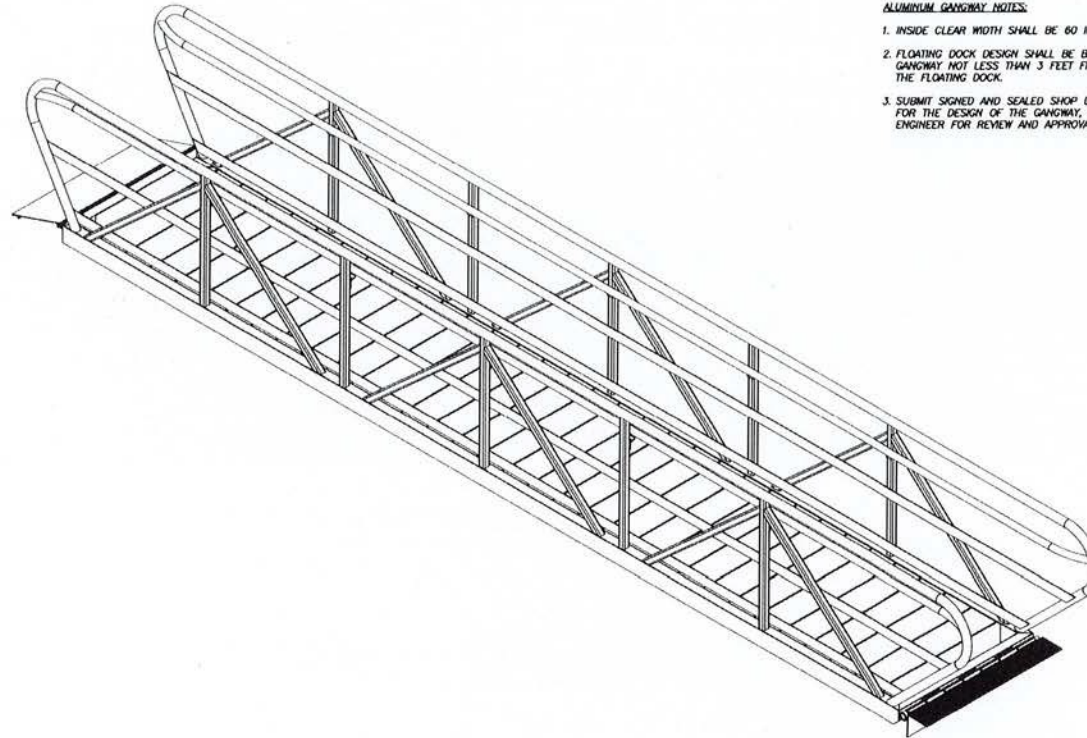
(i) GANGWAY CONNECTION TO EXISTING DOCK

(R) 1-G W

PROJECT # 12309
ESPLANADE PARK
FLOATING DOCK
TYPICAL DETAILS AND SECTIONS
400 SW 2nd STREET

S03

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ISOMETRIC VIEW

1
S04

TYPICAL GANGWAY ISOMETRIC

NOT TO SCALE

ALUMINUM GANGWAY NOTES:

1. INSIDE CLEAR WIDTH SHALL BE 60 INCHES MINIMUM.
2. FLOATING DOCK DESIGN SHALL BE BASED ON THE LOCATION OF GANGWAY NOT LESS THAN 3 FEET FROM THE LOADING SIDE OF THE FLOATING DOCK.
3. SUBMIT SIGNED AND SEALED SHOP DRAWINGS AND CALCULATIONS FOR THE DESIGN OF THE GANGWAY, BY A FLORIDA PROFESSIONAL ENGINEER FOR REVIEW AND APPROVAL.



2035 Vista Parkway
West Palm Beach, FL 33411
Phone No. 561.687.2220
Fax No. 561.687.1110
Cert No. 6091 - LB No. 7055

NOT FOR CONSTRUCTION OR BID

PROJECT # 12369
ESPLANADE PARK
FLOATING DOCK
TYPICAL GANGWAY ISOMETRIC
400 SW 2nd STREET

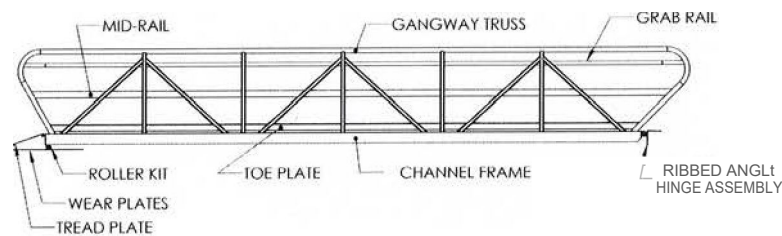
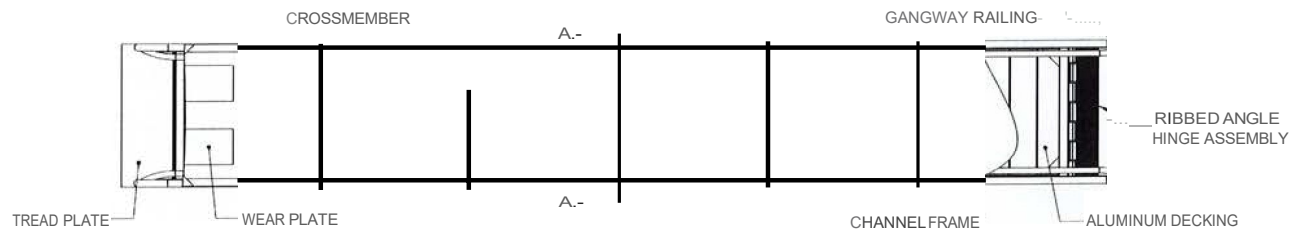
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12369-505-DET1
DRAWING FILE NO
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NO.	DATE	REVISIONS BY (DWG)	DESCRIPTION

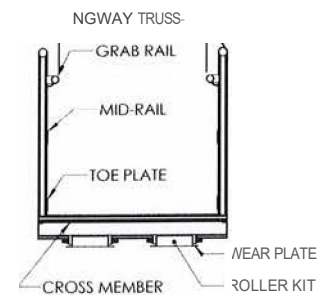
CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

DESIGNED BY
JEFFREY R. BERGMANN
REG. NO. 60108
SEAL DATE
12-17-15
CHECKED BY
J.R.B.
C.B.L.
FIELD NO. 32301

TEL: (407) 846-1251
FAX: (407) 847-1115



ELEVATION VIEW



SECTION AA

G) TYPICAL GANGWAY DETAILS

NOT TO SCALE

PROJECT NO.	12369
PROJECT NAME	ESPLANADE PARK
PROJECT LOCATION	FLOATING DOCK
PROJECT DATE	10/1/11
PROJECT DRAWN BY	J.E.E.
PROJECT CHECKED BY	C.B.L.
PROJECT FIELD BOOK	

DATE	10/1/11
TIME	10:00
LOCATION	ESPLANADE PARK
PROJECT	12369
PROJECT NAME	ESPLANADE PARK
PROJECT LOCATION	FLOATING DOCK
PROJECT DATE	10/1/11
PROJECT DRAWN BY	J.E.E.
PROJECT CHECKED BY	C.B.L.
PROJECT FIELD BOOK	

DATE	10/1/11
TIME	10:00
LOCATION	ESPLANADE PARK
PROJECT	12369
PROJECT NAME	ESPLANADE PARK
PROJECT LOCATION	FLOATING DOCK
PROJECT DATE	10/1/11
PROJECT DRAWN BY	J.E.E.
PROJECT CHECKED BY	C.B.L.
PROJECT FIELD BOOK	

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PROJECT # 12369
ESPLANADE PARK
FLOATING DOCK
TYPICAL GANGWAY DETAILS
400 SW 2nd STREET

@ WGI
301 VAN NISSE
1000 1st St. SE
Tomball, TX 77375
713.281.1110
www.wgi.com

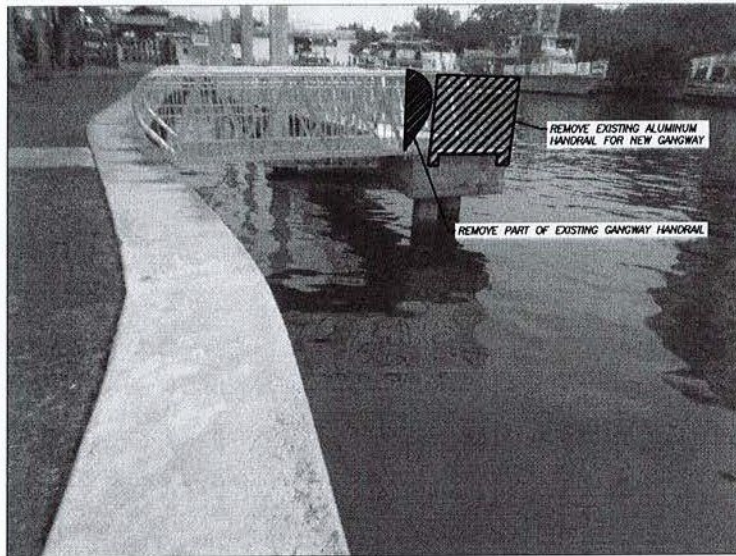


PHOTO S07-1
LOOKING EAST

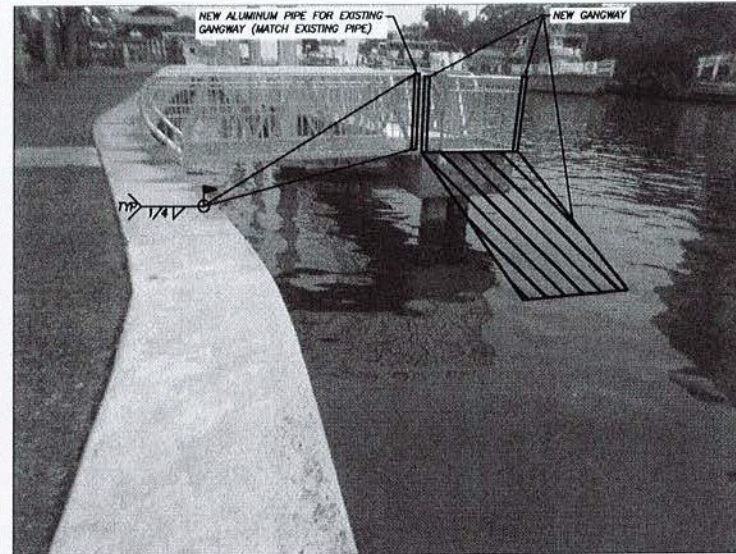


PHOTO S07-2
LOOKING EAST



PHOTO S07-3
LOOKING WEST



PHOTO S07-4
LOOKING WEST



2035 Vista Parkway
West Palm Beach, FL 33411
Phone No. 561.687.2220
Fax No. 561.687.1110
Cell No. 609.1 - LB No. 7055

NOT FOR CONSTRUCTION OR BID

PROJECT # 12369
ESPLANADE PARK
FLOATING DOCK
PHOTOS
400 SW 2nd STREET

SHEET NO	OF
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TOTAL	XX
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12369-S07-FOTO	
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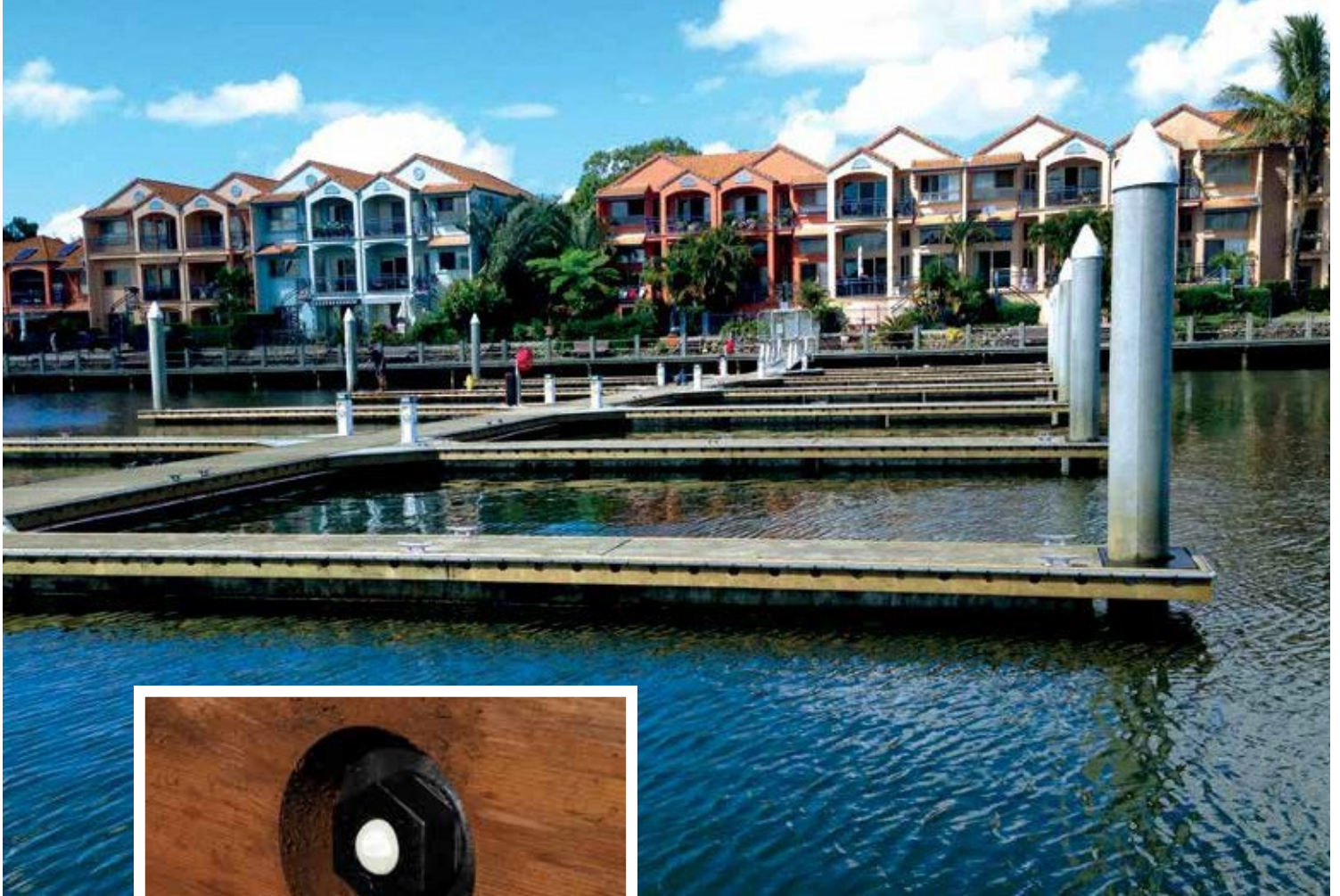
REVISIONS			
NO	DATE	BY	DESCRIPTION

CITY OF FORT LAUDERDALE
PUBLIC WORKS DEPARTMENT
ENGINEERING & ARCHITECTURE
100 North Andrews Avenue, Fort Lauderdale, Florida 33301

DESIGNED BY: JEFFREY B. BERGMANN
CHECKED BY: J. B. BERGMANN
DATE: 10-17-15
SCALE: N/A
DRAWN BY: J. B. BERGMANN
CHECKED BY: J. B. BERGMANN
DATE: 10-17-15
FIELD NO: 32301

EXTEND THE LIFE OF YOUR MARINA

WITH FRP THRU-RODS BY BELLINGHAM MARINE



Our FRP thru-rods last longer, are corrosion free and require less maintenance than conventional metal thru-rods.

Bellingham
MARINE®

THE WORLD'S MOST
COMPREHENSIVE
MARINA BUILDER

INNOVATIVE FRP THRU-RODS BY BELLINGHAM MARINE

Specifically designed for the Unifloat® pontoon system, FRP thru-rods and nylon nuts provide better longevity, greater shear strength, and less maintenance than galvanized or stainless steel counterparts.

Corrosion Resistant

Rust free, these FRP rods are formulated for maximum corrosion resistance, providing dock owners with better longevity than stainless steel, especially in environments with high salinity and elevated temperatures.

Reduced Maintenance

With superior stretch characteristics, the FRP thru-rod system holds tension better than steel, so end nuts stay tight.

High Strength

Twice the tensile strength of stainless steel and excellent flexural fatigue resistance, FRP thru-rods are appropriate for use on floating wave attenuators, superyacht berths and floating platforms.

Retrofit Existing Pontoons

At a quarter of the weight of steel existing pontoons can be easily retrofitted.

3/4" ROD AND NUT PRODUCT SPECIFICATIONS

Shear Strength > 14,600 pounds
Nut Strength > 18,000 pounds
Clamping Force 4,850 pounds



The nylon nuts come in two styles. A standard waler nut (bottom) and a weldment nut (top).





THE WORLD'S
MOST COMPREHENSIVE
MARINA BUILDER

Florida Floats, Inc. 1813 Dennis St.
dba Bellingham Marine Jacksonville, FL 32204
www.bellingham-marine.com

P. (904) 380-5519
F. (904) 354-4818

June 27, 2022

Mr. Raymond Nazaire, P.E.
Ms. Ana Ziegler, EE., Project Manager II
Public Works Engineering Dept.



100 N. Andrews Ave.
Fort Lauderdale, FL 33301

Reference: Esplanade Park Floating Dock Project - Unifloat® Dock System

Dear Raymond & Ana:

The Unifloat® Concrete Floating Dock System is a proprietary property of Florida Floats, Inc. dba Bellingham Marine. All designs and manufacturing procedures are the sole ownership of Florida Floats, Inc. dba Bellingham Marine and are not licensed or approved to be produced by any other company or individual.

Please call to discuss any questions or if you need additional information regarding our Unifloat® dock system.

Sincerely,

Steve Ryder

Steve Ryder, Senior Manager of Project Development
Florida Floats, Inc. dba Bellingham Marine