

**CITY OF FORT LAUDERDALE
CONSTRUCTION AGREEMENT**

THIS CONSTRUCTION AGREEMENT (“Agreement”) made and entered into this _____ day of _____, 2024, by and between the City of Fort Lauderdale, a Florida municipal corporation (“City”) and Florida Floats, Inc. d/b/a Bellingham Marine, a Florida corporation (“Contractor”) (“Party” or collectively “Parties”)

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

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

WHEREAS, the Agreement expired on December 13, 2023; and

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

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

1.1 The recitations set forth above are true and correct and are incorporated herein. Initial capitalized terms or other such terms used herein shall have the same meaning given such terms in the Original Agreement, unless otherwise defined herein or unless the context otherwise indicates.

1.2 The Original Agreement and all terms and conditions of the Original Agreement except as modified herein, are incorporated into and made part of this Agreement and are attached hereto as Exhibit A.

1.3 This Agreement will be retroactive to December 13, 2023.

1.4 Section 1 of the original Notice to Proceed (NTP) is hereby amended as follows: “The Work shall be Substantially Completed within 485 calendar days from December 13, 2023, which is April 11, 2025.”

1.5 The City’s Project Manager is Ana Ziegler, whose address is: 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, FL 33301, telephone number: (954) 828-5817 and email address: aziegler@fortlauderdale.gov.

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

CITY

CITY OF FORT LAUDERDALE, a Florida
municipal

By: _____
SUSAN GRANT
Acting City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

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

By: _____
RHONDA MONTOYA HASAN
Senior Assistant City Attorney

CONTRACTOR

WITNESSES:

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

By: _____
Jeffrey Pratt
Vice President

Print Name

ATTEST:

Print Name

By: _____
Secretary

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by **Jeffery Pratt**, as Vice President, of **Florida Floats, Inc. d/b/a Bellingham Marine**, a Florida corporation.

(Signature of Notary Public - State of Florida)

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

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