

AMENDMENT TO CONTRACT

THIS AMENDMENT TO CONTRACT, made and entered into, this _____ day of _____, _____, by and between the CITY OF HOLLYWOOD, FLORIDA, COMMUNITY REDEVELOPMENT AGENCY, party of the first part ("CRA"), and OCEAN RESCUE ALLIANCE, party of the second part ("CONTRACTOR").

WHEREAS, on April 4, 2024, the parties entered into a contract ("the Contract") for CONTRACTOR to furnish labor, materials and equipment for the project known as Near Shore Mermaid, with CONTRACTOR to reach substantial completion not more than 350 calendar days from issuance of a notice to proceed;

WHEREAS, the original contract price was \$633,560;

WHEREAS, on May 21, 2025, the parties amended the Contract by extending the substantial completion date from April 9, 2025 to August 7, 2025, bringing the total contract time to 470 calendar days;

WHEREAS, the parties wish to amend the Contract further by (i) adding language regarding "no damages for delay"; (ii) increasing the Contract price, and (iii) again extending the substantial completion date;

NOW, THEREFORE, the parties, for the considerations set forth in the Contract, mutually agree as follows:

Section 1. Article 13 is hereby added to the Contract to read as follows:

In compliance with Article 10 and Article 11 of the General Conditions in the Contract, the CONTRACTOR and CRA do both hereby agree that CONTRACTOR shall make the following changes, additions or deletions to the work specified in the plans and specifications.

No damages for delay. No claim for damages or any claim, other than for an extension of time, shall be made or asserted against CRA by reason of any delays. CONTRACTOR shall not be entitled to an increase in the Contract price or payment or compensation of any kind from CRA for direct, indirect consequential, impact or other costs, expenses or damages, including but not limited to costs of mobilization, downtime, acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active, intentional interference on the part of CRA or its agents. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above. This amendment includes all CONTRACTOR'S home-office overhead or delay damages and profit, allied or incidental damages and all other claims or impositions related thereto. No reservation of rights is taken from the foregoing statement.

Section 2. Because barge deployment cost CONTRACTOR an additional \$94,500.00, the contract price is hereby increased from \$633,560.00 to \$728,060.00. The release of the payment of \$94,500.00 as per this Amendment is contingent upon receiving all final governing permitting agency approvals.

Section 3. Because CONTRACTOR was delayed by issues with finances and weather conditions affecting the ocean, the total contract time is hereby increased from 470 calendar days to 650 calendar days.

Section 4. Except as set forth above, the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and date first above written in three counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

HOLLYWOOD, FLORIDA COMMUNITY
REDEVELOPMENT AGENCY

By: _____
JOSH LEVY, BOARD CHAIR

ATTEST:

Phyllis Lewis
CRA Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

APPROVED AS TO FINANCE:

Damaris Henlon
Board Attorney

Yvette Scott-Phillip
Budget Manager

ATTEST:

Secretary

Ocean Rescue Alliance
By _____(SEAL)
President