

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners

**DATE:** 3.23.26

**FROM:** Damaris Henlon, City Attorney

**SUBJECT:** Proposed Contract With Thaler Contracting, Inc. For The Holland Park Dock Removal And Installation Project, In An Amount Up To \$206,457.18, In Accordance With Section 38.41(C)(9) Of The Procurement Code. (Best Interest)

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I have reviewed the above referenced Agreement with the participating Department/Office(s), and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Design and Construction Management
- 2) Type of Agreement – Construction Contract
- 3) Method of Procurement (RFP, bid, etc.) – Best Interest
- 4) Term of Contract:
  - a) initial – The CONTRACTOR shall commence work to be performed under this Contract within ten (10) consecutive calendar days after the date of the written Notice To Proceed
  - b) renewals (if any) – n/a
  - c) who exercises option to renew – n/a
- 5) Contract Amount – up to \$206,457.18
- 6) Termination Rights – City’s standard term.
- 7) Indemnity/Insurance Requirements – Contractor shall comply with applicable City requirements.

- 8) Scope of Services –
  1. *Demolition and Removal*

The CONTRACTOR shall carefully disassemble and remove six (6) existing finger docks, together with all associated gangways, piers, hardware, anchoring systems, and all other appurtenant components connected to the existing dock structures.

Removal shall include furnishing dumpsters as required, lawful disposal of all debris off-site, and thorough cleaning of the project site upon completion of demolition activities.

2. *Furnish and Installation of New Dock System*

The CONTRACTOR shall furnish and install a complete floating dock system, including:

- One (1) floating dock measuring 6 feet by 30 feet by 20 inches in height;
- Five (5) floating docks, each measuring 6 feet by 20 feet by 20 inches in height;
- Six (6) aluminum gangway ramps, each measuring 3 feet by 15 feet; and
- Twelve (12) prestressed concrete pilings measuring 12 inches by 12 inches by 20 feet in length, to support the new floating dock system.

### *2.1 Dock and Gangway Specifications*

- All ramps shall be constructed with non-skid decking surfaces and aluminum railings.
- The new gangways shall be twelve inches (12") wider than the existing gangways to provide improved accessibility to the docks.
- Each floating dock shall be equipped with two (2) pile hoops with rollers (four total rollers per dock) and shall be secured to the new prestressed concrete pilings.
- All floating docks shall be surfaced with composite Wolf decking to match the rowing docks previously installed at the site.
- Each dock shall be equipped with four (4) 12-inch aluminum "S" cleats (two per side).
- Each dock shall include 4-inch heavy-duty bump strips installed on three (3) sides.
- Additional flotation shall be incorporated into the dock assemblies as required to adequately support the gangway loads and ensure proper freeboard and performance.

### *3. Permitting and Compliance*

The CONTRACTOR shall obtain and maintain all permits, approvals, and required inspections from all Authorities Having Jurisdiction. All Work shall comply with applicable federal, state, and local codes, regulations, and ordinances.

All Work shall be performed in a good and workmanlike manner consistent with industry standards and in full compliance with the Contract Documents.

#### 9) Other Significant Provisions:

Contract Exhibit A –  
Article 3. Payment Schedule

Notwithstanding any provision in the Contract Documents to the contrary, the Contract Sum shall be paid in accordance with the following milestone-based payment schedule:

#### Payment 1 – Pre-Construction / Mobilization

In the amount of \$10,368.30, representing 100% of engineering, permit labor, and bond cost line items, shall be due upon execution of this Agreement and prior to

commencement of work.

**Payment 2 – Materials Procurement (Floating Docks)**

In the amount of \$131,788.88, representing 100% of the cost of floating docks required for procurement, shall be due when permits are nearing issuance and prior to ordering materials.

**Payment 3 – Construction Phase Payment**

In the amount of \$19,650.00, plus any applicable permit fees, representing 50% of the remaining contract balance, shall be due upon issuance of permits and prior to commencement of construction activities.

**Payment 4 – Final Payment**

In the amount of approximately \$19,650.00, representing the remaining contract balance, shall be due upon substantial completion of the Work and prior to final closeout, including permit closure.

**Contract Exhibit B**

**13.1 Modified Payment Terms**

Notwithstanding any provisions of this Article 13 to the contrary, including but not limited to provisions related to Applications for Payment, Schedule of Values, progress payments, partial payments, materials stored, and retainage, the payment terms for this Contract shall be governed exclusively by Article 3 of the Agreement (Exhibit A), which establishes a fixed milestone-based payment schedule.

All provisions of this Article 13 that conflict with the milestone payment structure set forth in Exhibit A are hereby superseded and shall have no force or effect.

The Contractor shall not be required to submit Applications for Payment based on percentage of completion, and the City shall not withhold retainage, except as may be expressly required by applicable law. Payments shall instead be made upon satisfaction of the milestone conditions identified in Exhibit A.

The Contractor shall have the right to suspend or withhold performance of the Work, without penalty, in the event that any required milestone payment is not made when due. Any delays resulting from nonpayment shall entitle the Contractor to a corresponding extension of Contract Time.

**Contract Exhibit C**

**12. Retainage**

Notwithstanding any provision in the Contract Documents to the contrary, no retainage shall be withheld under this Contract. Payments shall be made strictly in accordance with the milestone payment schedule set forth in Article 3 of the Agreement (Exhibit A).

cc: George R. Keller, Jr. CPPT, City Manager