

**CITY OF FORT LAUDERDALE
RETROACTIVE CONSTRUCTION AGREEMENT**

THIS RETROACTIVE CONSTRUCTION AGREEMENT ("Agreement") made and entered into this _____ day of _____ 2025, by and between the City of Fort Lauderdale, a Florida municipal corporation ("City") and RF Environmental Services, Inc., a Florida corporation ("Contractor") ("Party" or collectively "Parties").

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of March 19, 2024, authorized the proper officials by Motion to execute an Agreement between Contractor and City authorizing the performance of services in connection with the Fiveash Water Treatment Plant Sluice Gate Replacement Project in an amount not to exceed \$901,900.00 (ITB 109, Project 11589) ("Original Agreement"); and

WHEREAS, due to reliability issues with the treatment process at the Fiveash Water Treatment Plant and the contractor's attempts to schedule work around plant operations and unpredictable malfunctions of treatment units, the Agreement expired on January 4, 2025; 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 as 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 January 4, 2025.

1.4 The Contract Time as defined in the Original Agreement shall be understood to also include the period from the termination of the Original Agreement to the time of execution of this Agreement.

1.5 Section 5.2 of the Original Agreement is hereby deleted and replaced with: "The Work shall be Substantially Completed within three hundred and nineteen (319) calendar days after the date of January 4, 2025, which is November 19, 2025."

1.6 Section 5.3 of the Original Agreement is hereby deleted and replaced with: "The Work shall be finally completed on the Final Completion Date within three hundred and forty-nine Calendar Days after the date of January 4, 2025, which is December 19, 2025."

1.7 The City's Senior Project Manager is Steve Hillberg, P.E., whose address is 949 NW 38th

Street, Fort Lauderdale, FL 33309, telephone number 954-828-5076 and email address is shillberg@fortlauderdale.gov.

[REMAINING SPACE INTENTIONALLY LEFT BLANK]

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

CITY

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: _____
Rickelle Williams
City Manager

Date: _____

ATTEST:

By: _____
David R. Solomon
City Clerk

Approved as to form and correctness:
D'Wayne M. Spence, Interim City Attorney

By: _____
Rhonda Montoya Hasan
Assistant City Attorney

CONTRACTOR

WITNESSES:

RF ENVIRONMENTAL SERVICES, INC., a Florida corporation

Signature

By: _____
Thaddeus Buckley
President

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 _____, 2025, by Thaddeus Buckley, President of RF Environmental Services, Inc., a Florida corporation.

[SEAL]

(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: _____