

**CITY OF FORT LAUDERDALE
SECOND RETROACTIVE CONSTRUCTION AGREEMENT**

THIS SECOND RETROACTIVE CONSTRUCTION AGREEMENT (“Agreement”) made and entered into this ____ day of _____ 2026, by and between the City of Fort Lauderdale, a Florida municipal corporation (“City”) and HBC Engineering Company, a Florida corporation (“Consultant”) (“Party” or collectively “Parties”).

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of December 5, 2023, authorized the proper City officials, by motion, to execute a Consultant Services Agreement with the Consultant in an amount not to exceed \$682,534.41; and

WHEREAS, the NTP was issued on April 9, 2024. The Work was not completed and the Agreement expired on June 18, 2025; and

WHEREAS, the First Retroactive Agreement was entered into on November 19, 2025; this Agreement subsequently expired on April 9, 2026; and

WHEREAS, due to continuing delays from additional requirements, including stakeholder-requested modifications and necessary scope adjustments to advance the Project, the design could not be completed within the original timeframe, and the Parties mutually agreed to extend the completion of the remaining Work; 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, as well as the First Retroactive Agreement and all terms and conditions of the First Retroactive Agreement, except as modified herein, are incorporated into and made part of this Agreement and are attached hereto as Composite Exhibit A.

1.3 This Agreement will be retroactive to April 9, 2026.

1.4 Section 1 of the original Notice to Proceed (NTP) and Section 1 of the revised Notice to Proceed under the First Retroactive Agreement are hereby deleted and replaced with: “The Work shall be Substantially Completed within 240 calendar days from April 9, 2026, which is December 5, 2026.

- 1.5 The City's Project Manager is Laura De Luca, whose address is 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, FL 33301, telephone number 954-828-5817 and email address is ldeluca@fortlauderdale.gov.

[THIS SPACE WAS 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. SOLOMAN
City Clerk

Approved as to Legal Form and Correctness:
Shari L. McCartney, City Attorney

By: _____
RHONDA MONTTOYA HASAN
Senior Assistant City Attorney

CONSULTANT

WITNESSES:

HBC ENGINEERING COMPANY, a Florida corporation

[Witness print/type name]

By: _____
Adebayo Coker
President

[Witness print/type name]

ATTEST:

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 _____, 2026, by Adebayo Coker as President of HBC Engineering Company, a Florida corporation.

(SEAL)

(Signature of Notary Public – State of _____)

Print, Type or Stamp Commissioned Name of Notary Public)

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