

**CITY OF FORT LAUDERDALE
RETROACTIVE CONSTRUCTION AGREEMENT**

THIS RETROACTIVE AGREEMENT (“Agreement”) made and entered into this _____ day of _____, 2026, by and between the City of Fort Lauderdale, a Florida municipal corporation (“City”) and Interstate Construction, LLC, a Florida limited liability company (“Contractor”), (“Party” or collectively “Parties”).

WHEREAS, the City wished to retain a contractor for the Project as expressed in its Invitation to Bid No. 94, Project Number 12087 Re-Bid, was opened on June 22, 2023; and

WHEREAS, the Contractor expressed its willingness and capability to perform the necessary work to accomplish the Project; and

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of October 3, 2023, awarded an Agreement to Interstate Construction, LLC (“Interstate”) for the South Ocean Drive Bridge Replacement Project in the amount of \$4,241,580.31, including allowances of \$20,000, subject to the execution of extension of the Interlocal Agreement with Broward County (“Original Agreement”); and

WHEREAS, the Notice to Proceed was issued on April 12, 2024, noting that all Work shall be completed by August 4, 2025; however, this Project has experienced multiple delays, unforeseen conditions encountered in the field, and shortage of funds to cover extra construction costs and

WHEREAS, the Agreement expired on August 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 August 4, 2025.

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

1.5 Exhibit D, Performance Schedule, is hereby deleted and replaced with “The Contractor shall perform the services identified in the Original Agreement within 365 days from August 4, 2025, which is August 4, 2026.”

1.6 Anti-Human Trafficking

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

1.7 The City’s Project Manager is Brenda Charles, whose address is 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, FL 33301, telephone number 954-828-5937 and email address is bcharles@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. SOLOMAN
City Clerk

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

By: _____
RHONDA MONTOYA HASAN
Senior Assistant City Attorney

CONTRACTOR

WITNESSES:

INTERSTATE CONSTRUCTION, LLC, a Florida
limited liability company

By: _____

GUSTAVO H. GRAUPERA
Manager

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 _____, 2026, by Gustavo H.
Graupera, Manager of Interstate Construction, LLC, a Florida limited liability company.

(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: _____