

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** June 3, 2026
FROM: Damaris Henlon, City Attorney
SUBJECT: Proposed Bid Award to Man-Con, Inc. for Lake Neighborhood
Exfiltration Phase I Project

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

- 1) Department/Division involved – Department of Public Utilities
- 2) Type of Agreement – Bid Award
- 3) Method of Procurement (RFP, bid, etc.) – Bid No. IFB-361-26-JJ
- 4) Term of Contract: the estimated time to substantially complete the Project will be 445 days from the Notice to Proceed date
- 5) Contract Amount – up to \$4,539,045.00
- 6) Termination Rights – It is mutually agreed between the parties hereto, that time is the essence, and in the event that construction of the WORK is not completed within the Contract Time and per intermediate dates, as may have been modified solely in accordance with the General Conditions of this Contract, that from the compensation otherwise to be paid to the CONTRACTOR, the CITY is authorized and shall retain, for each day thereafter, Sundays and holidays included, the sum set forth in the Supplementary General Conditions of this Contract as liquidated damages sustained by the CITY in the event of such default by the CONTRACTOR, or shall withhold such compensation for actual and consequential damages as may be stated therein or contemplated therefrom. It is further mutually agreed between the parties hereto, that if, at any time after the execution of this Agreement and the Payment and Performance Bonds required herein for the express purpose of assuring the faithful performance of the Contractor's work hereto attached, the CITY shall deem the surety or sureties' to be unsatisfactory, or, if for any reason, said bonds cease to be adequate to cover the performance of the work, the CONTRACTOR shall, at his expense, within five (5) days after receipt of notice from the CITY furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this agreement until such new or additional

security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

- 7) Indemnity/Insurance Requirements – Seller shall comply with applicable City requirements.
- 8) Scope of Services – Construction Services for Lake Neighborhood Exfiltration Phase I Project
- 9) Other Significant Provisions:

cc: Raelin Storey, City Manager