

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the 4th day of April, 2019, by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter the "City"), and G.M. Selby, Inc., a corporation authorized to do business in the State of Florida, whose principal office is located at 7408 SW 48 Street, Miami, FL, whose Federal I.D.number is 611511533 (hereinafter referred to as "CONSULTANT").

WHEREAS, Broward County has proposed to locate a communication tower at West Lake Park; and

WHEREAS, the City and County are currently exploring that the proposed tower be located at the CIRC Hotel instead of West Lake Park and the County has prepared a Feasibility Study; and

WHEREAS, the City requires the expertise of CONSULTANT to assist in reviewing and evaluating the Feasibility Study provided by the COUNTY.

NOW, THEREFORE, in consideration of the mutual promises herein, the CITY and the CONSULTANT hereby agree as follows:

**ARTICLE 1 - SERVICES/CONSULTANT AND CITY REPRESENTATIVES**

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services for the review of CIRC Hotel Final Feasibility Study - Investigate Availability of Additional Options which is attached hereto and incorporated herein by reference as Exhibit "A".

The CONSULTANT'S Representative shall be Marina Zadikoff  
Telephone No.: (305) 666-5775

The City's Representative shall be Andria Wingett  
Telephone No. 954-921-3471 ext. 6621

**ARTICLE 2 – SCHEDULE/TERM**

The CONSULTANT shall commence services upon receipt of the executed contract and complete all services no later than April 20, 2019 as more specifically set forth in Exhibit "A" entitled "Scope of Services. As the work is in Phases, Phase 1 will be completed by April 6, 2019 and Phase II shall be completed by April 24, 2019.

The CONSULTANT shall commence services upon receipt of the executed contract and complete all services for Tasks 1, 2, & 3 set forth in the Scope of Services within 90 calendar days of execution of this Contract, contingent upon timely provision of requested information and timely decisions by the City. Task 4, 5 6, & 7 as set forth in the Scope of Services will be developed as part of Task 1; and this schedule may need to be altered based on decisions made by the City Commission during the project as more specifically set forth in Exhibit "A" attached hereto and incorporated by reference.

### ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the City under this Contract for all services, materials, out-of-pocket expenses and also including any approved subcontracts shall not exceed a total contract amount of \$18,300.00. For purposes of this Contract, out-of-pocket expenses are for such items as travel, copying, postage, and express mail. The CONSULTANT shall notify the City's Representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the City on as otherwise provided, at the amounts set forth in Exhibit "A" for services rendered toward the completion of the Scope of Work and as outlined in Attachment "1" of Exhibit "A". All invoices submitted to the City must be itemized to indicate the number of hours incurred by each category of personnel. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the CONSULTANT that the dollar limitation set forth in this section is a limitation upon, and describes the maximum extent of, CITY'S obligation to pay CONSULTANT but does not include a limitation upon CONSULTANT'S duty to perform all services set forth in Exhibit "A" for the total compensation in the amount or less than the guaranteed maximum stated above.
- B. Invoices received by the City from the CONSULTANT pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Financial Services Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the City Representative's approval, provided however, that the City will retain ten (10) percent of each monthly payment as security for final contract completion. In addition to detailed invoices, upon request of the City's Representative, CONSULTANT will provide City with detailed periodic Status Reports on the project.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the City. This final invoice shall also certify that all services provided by CONSULTANT have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the CONSULTANT.

### ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service based on CONSULTANT'S 2018 rate schedule. Should the CITY determine that said rates and

costs were significantly increased due to incomplete, non current or inaccurate representation, then said rates shall be adjusted accordingly.

## **ARTICLE 5 - TERMINATION**

This Contract may be cancelled by the CONSULTANT upon thirty (30) days prior written notice to the City's Representative in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative to the CONSULTANT. Unless the CONSULTANT is in breach of its Contract, the CONSULTANT shall be paid for services rendered to the City's satisfaction through the date of termination. Ten (\$10.00) Dollars paid to the CONSULTANT, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

## **ARTICLE 6 - PERSONNEL**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the City shall be that of an Independent Contractor and not as employees or agents of the City. This contract does not create a partnership or joint venture between the parties.

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be entitled to any benefits of the City including, but not limited to, pension, health and workers' compensation benefits.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Article 1, must be made known to the City's Representative and written approval must be granted by the City's Representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 7 - SUBCONTRACTING**

CONSULTANT shall not subcontract any services or work to be provided to City without the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the CONSULTANT authorized to use the City's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

#### **ARTICLE 9 - AVAILABILITY OF FUNDS**

The CITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the City Commission. The City Commission has appropriated sufficient funds in the FY 19 Operating Budget for this contract.

#### **ARTICLE 10 - INSURANCE REQUIREMENTS**

The CONSULTANT shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the CONSULTANT allow any Subcontractor to commence work on its sub-contract until all similar such insurance required of the Subcontractor has been obtained and approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be cancelled, will not

expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

## **REQUIRED INSURANCE**

### 1. Commercial General Liability

Commercial General Liability Insurance to cover liability for bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and contractual. Coverage must be written on an occurrence basis, with no less than the following limits of liability:

#### A. Single Limit Bodily Injury & Property Damage

1. General Aggregate	\$ 300,000
2. Products-Comp/Op Aggregate	\$ 300,000
3. Personal and Advertising Injury	\$ 300,000
4. Each Occurrence	\$ 300,000
5. Fire Damage	\$ 50,000

### 2. Professional Liability

Professional Liability with minimum limits of \$1,000,000.00 for each claim. If coverage is provided on a claims made basis then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

CONSULTANT shall notify the CITY Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

### .3. Worker's Compensation Insurance

Workers' Compensation Insurance shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case any work is sublet, the CONSULTANT shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by

the CONSULTANT. The CONSULTANT and his Subcontractors shall maintain during the life of this Contract Employer's Liability Insurance. The following must be maintained.

- |    |                       |           |
|----|-----------------------|-----------|
| A. | Workers' Compensation | \$100,000 |
| B. | Employer's Liability  | \$500,000 |

The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

#### **ARTICLE 11 - SUCCESSORS AND ASSIGNS**

The City and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the CONSULTANT shall assign, sublet, encumber, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the CONSULTANT.

#### **ARTICLE 12 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action between the parties arising out of the Contract will be brought in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 13 - CONFLICT OF INTEREST**

The CONSULTANT represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notice by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY

shall so state in the notice and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Contract.

#### **ARTICLE 14 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the City shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 15 - DEBT**

The CONSULTANT shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the City's Representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law), including Section 119.0701, Florida Statutes.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

## **ARTICLE 17 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by CONSULTANT.

## **ARTICLE 18 - ACCESS AND AUDITS**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract or until completion of any audit, whichever is later. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

## **ARTICLE 19 - NONDISCRIMINATION**

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

## **ARTICLE 20 - INTERPRETATION**

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

## **ARTICLE 21 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

## **ARTICLE 22 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.



## **ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The City and the CONSULTANT agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

## **ARTICLE 24 - MODIFICATION OF SCOPE OF WORK**

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the City's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and the CITY, and if such amendment is in excess of \$25,000 it must also first be approved by the CITY Commission and signed by the appropriate City Official authorized by the City Commission.

The City shall not be liable for payment of any additional or modified work which is not authorized in the manner provided for by this Article.

## **ARTICLE 25 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the City shall be mailed to:

Assistant Director of Development Services  
Attn: Andria Wingett  
2600 Hollywood Boulevard, Room 422  
Hollywood, FL. 33020

and if sent to the CONSULTANT shall be mailed to:

Marina Zadikoff  
G.M. Selby, Inc.

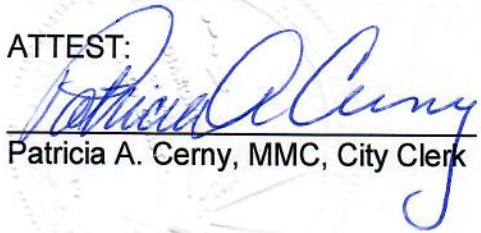
7408 SE 48 Street  
Miami, FL 33155

## **ARTICLE 26 – OWNERSHIP OF DOCUMENTS**


All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by CONSULTANT in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by CONSULTANT to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

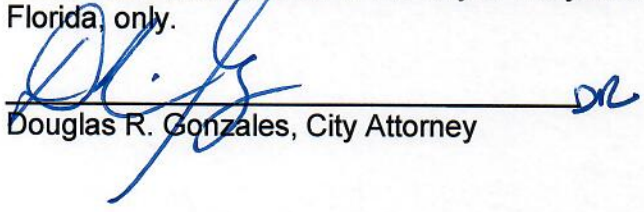
ATTEST:

  
Patricia A. Cerny, MMC, City Clerk

City of Hollywood, a municipal Corporation of the State of Florida

By:   
Wazir Ishmael, Ph.D., City Manager

Approved as to form & legal sufficiency For the use and reliance of the City of Hollywood, Florida, only.

  
Douglas R. Gonzales, City Attorney

Approved by:   
Cintya Ramos, Director of Financial Services

AS TO CONSULTANT

Attest:

  
Corporate Secretary

G.M. Selby, Inc.

  
Marina Zadikoff  
Title: President

## Exhibit "A" Scope of Services

### Scope of Services

Outlined below are the tasks and activities the Consultant will complete to assist the City in reviewing and evaluating the Feasibility Study for the Circ Hotel.. Input and guidance from City staff, decision-makers, and stakeholders is critical throughout the process to ensure the City's objectives are met.

#### **Phase I**

Review CIRC Hotel Final Feasibility Study of 3/29/19 and the CIRC Appendices forwarded via email on 4/3/19.

Provide written opinions and additional options for achieving use of the CIRC Hotel as a potential Telecom site not previously addressed in the provided report. Solutions shall include but not limited to creating a design that does not create a sub-optimal communication system and/or negative shadowing effects.

#### **Phase II**

Perform both structural and RF engineering calculations and provide details for obtaining variances from the FAA to address alternative discussed within Phase I.

**Additional Services:** The following tasks are not part of the initial Scope of Services but may be included if requested by the Client. Consultant will provide Client a cost for such additional services prior to any work being done and City will evaluate such cost estimate. If said cost estimate is acceptable, this Contract will be amended to reflect such additional cost. These services may include, but are not limited to:

- Specialized testing (aside from testing above mentioned)
- As needed Expert Witness Testimony. Including: review of documents, research and analysis of specific case, preparation prior to trial or deposition, meetings as necessary with owner &/or its representatives, testimony at trial or depositions.
- Engineering Design &/or Drawings
- Coastal, Mechanical, Geotechnical, Environmental, Structural or other assessment of the property not mentioned above.
- Post design services, including shop drawing review, construction administration, etc.

Additionally, the CITY agrees to pay CONSULTANT and CONSULTANT agrees to accept at the above hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of CONSULTANT's involvement in these services and assignments, whether subpoenaed by the client or any other party.



April 3, 2019  
REV 1 – April 4, 2019

City of Hollywood  
2600 Hollywood Blvd, Room 422  
Hollywood, FL 33022

Attn: Ms. Andria Wingett, Assistant Director – Development Services

**RE: Review of CIRC Hotel Final Feasibility Study – Investigate Availability of Additional Options**

We appreciate and thank you for the opportunity to provide services to the City of Hollywood. The following Scope of Services is based on information received from your office and thru our conversation, today, over the phone.

Phase I –

Review CIRC Hotel Final Feasibility Study of 3/29/19 and the CIRC Appendices forwarded via email on 4/3/19

Provide written opinions and additional options for achieving use of the CIRC Hotel as a potential Telecom site not previously addressed in the provided report.

Phase II –

Perform both structural and RF engineering calculations and provide details for obtaining variances from the FAA to address alternative discussed within Phase I.

The following tasks are not part of the scope of services but may be included as additional services if requested by the Client. These services may include, but are not limited to:

- Specialized testing (aside from testing above mentioned)
- As needed Expert Witness Testimony. Including: review of documents, research and analysis of specific case, preparation prior to trial or deposition, meetings as necessary with owner &/or its representatives, testimony at trial or depositions.
- Engineering Design &/or Drawings
- Coastal, Mechanical, Geotechnical, Environmental, Structural or other assessment of the property not mentioned above.
- Post design services, including shop drawing review, construction administration, etc.



**INFORMATION TO BE PROVIDED BY THE CLIENT**

The following items are to be provided to us by the Client:

1. Report prepared in reference to the above matter
2. Existing drawings of buildings.
3. Drawings done in conjunction with any repairs.
4. Authorization to represent the owner.

**SCHEDULE**

We will provide our services in an expeditious and orderly manner to meet the schedule mutually agreed to by the Client and the Consultant for the various elements of the project. Phase I will be completed Friday April 5<sup>th</sup>, 2019 or at the latest Saturday April 6<sup>th</sup>, 2019. Phase II will be completed within two additional weeks, following your authorization.

**FEE AND BILLING**

Phase I – \$ 2,300 – due upon completion of report  
Phase II – \$ 16,000 – due upon completion of report

**CLOSURE**

If you wish to proceed with the professional services, please execute this letter agreement and return to us with appropriate retainer. Fees and time stated in this agreement are valid for thirty (30) days after the date of proposal by us.

If you have any questions, or wish to discuss this proposal further, please contact me at your earliest convenience.

Very truly yours,

Marina Zadikoff, President

City of Hollywood \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_