

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners **DATE:** December 6, 2023

**FROM:** Douglas R. Gonzales, City Attorney

**SUBJECT:** Construction Management at Risk Phase II Construction Services Agreement with Lebolo Construction Management, Inc. (“Lebolo”) for the Stanley Goldman Memorial Park Pathway project in an amount up to \$2,135,694.00.

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

- 1) **Department/Division involved** – Department of Design & Construction Management
- 2) **Type of Agreement** – Construction Management at Risk
- 3) **Method of Procurement (RFP, bid, etc.)** – Continuing Service Agreement
- 4) **Term of Contract:**
  - a) initial – The Project shall be substantially completed within 146 calendar days from the date of the second Notice to Proceed.
  - b) renewals (if any) – n/a
  - c) who exercises option to renew – n/a
- 5) **Contract Amount** – A total guaranteed maximum price in an amount up to \$2,135,694.00
- 6) **Termination Rights** –

**Termination for Cause**

In the event that Lebolo fails to begin the WORK within ten calendar days after the project initiation date, fails to perform the WORK with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the WORK, or shall perform the WORK unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the WORK pursuant to the accepted schedule or its SUBCONTRACTOR fails to perform any material term set forth in the CONTRACT DOCUMENTS or if Lebolo shall become insolvent or be declared bankrupt, or commits any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the WORK in an acceptable manner, PROJECT MANAGER may give notice in writing to Lebolo and its Surety

of such delay, neglect or default, specifying the same. If Lebolo within a period of ten calendar days after such notice, shall not proceed in accordance therewith, then CITY may upon written certificate from Lebolo of the fact of such delay, neglect or default and CMAR'S failure 57 to comply with such notice, terminate the services of CMAR

**Termination for Convenience**

This contract may be terminated for convenience in writing by CITY upon ten days written notice to Lebolo (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective.

- 7) **Indemnity/Insurance Requirements** – Contractor shall comply with applicable City requirements.
- 8) **Scope of Services** – Construction management services for the Stanley Goldman Memorial Park Pathways projects as directed by the Director of Design and Construction Management.
- 9) **Other Significant Provisions:** n/a

cc: George R. Keller, Jr. CPPT, City Manager