

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: June 6, 2017

FROM: Jeffrey P. Sheffel, City Attorney

SUBJECT: Proposed Contract with Southeastern Engineering Contractors, Inc.

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

- 1) Department/Division involved – Development Services
- 2) Type of Agreement – Contract
- 3) Method of Procurement (RFP, bid, etc.) – Bid (Bid Number EN-17-013)
- 4) Term of Contract
 - a) initial – 06/21/17 – 06/20/2020
 - b) renewals (if any) – Three one year renewals
 - c) who exercises option to renew – Mutual agreement of the parties
- 5) Contract Amount – \$1,159,138.40
- 6) Termination Rights – City May Terminate upon the occurrence of any one or more of the following events:
 1. If the CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if the CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
 2. If a petition is filed against the CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 3. If the CONTRACTOR makes a general assignment for the benefit of creditors.
 4. If a trustee, receiver, custodian or agent of the CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the CONTRACTOR'S creditors.
 5. If the CONTRACTOR admits in writing an inability to pay its debts generally as they become due.
 6. If the CONTRACTOR persistently fails to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply a qualified superintendent or sufficient skilled workers or suitable materials or

equipment or failure to adhere to the approved progress schedule revised from time to time).

- 7) Indemnity/Insurance Requirements – Contractor shall comply with applicable City requirements.
- 8) Scope of Services – Contractor shall provide alley resurfacing and reconstruction.
- 9) Other Significant Provisions – n/a

cc: Dr. Wazir Ishmael, City Manager