

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners **DATE:** February 11, 2019

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

**SUBJECT:** Proposed Continuing Services Agreement with State Contracting and Engineering Corp; D. Stephenson Construction Inc., Lego Construction, Co. for construction management at risk.

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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 – Dept. of Development Services/Engineering Division
  - 2) Type of Agreement – Continuing Professional Services Agreement
  - 3) Method of Procurement (RFP, bid, etc.) – Section 255.103, Florida Statutes (“Construction Management at Risk” in accordance with Section 287.055, Florida Statutes “Consultants Competitive Negotiation Act”).
  - 4) Term of Contract
    - A) Initial – This Agreement shall be a continuing service Agreement. The term of this Agreement shall be for a period of three years.
    - b) Renewals (if any) – CITY shall have the option to renew this Agreement for two additional one year periods.
    - c) Who exercises option to renew – Mutual agreement of the parties
  - 5) Contract Amount – The amount for each task will be negotiated at the time. Individual project estimated construction value not to exceed \$2,000,000.00.
  - 6) Termination Rights – City may terminate for cause. Upon seven days' written notice to the CONTRACTOR the CITY may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the Contract. In such case the CONTRACTOR shall be paid for all work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).
  - 7) Indemnity/Insurance Requirements – Consultant shall comply with applicable City requirements.
  - 8) Scope of Services – Contractor will provide construction management at risk services for city capital improvement projects on an as needed-when needed basis.
  - 9) Other Significant Provisions – n/a
- cc: Wazir A. Ishmael, City Manager