

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** August 2, 2016

FROM: Jeffrey P. Sheffel
City Attorney

SUBJECT: Proposed Utility Work by Highway Contractor Agreement with Florida Dept. of Transportation for the water main replacement on Hollywood Boulevard from City Hall to Dixie Highway

I have reviewed the above captioned agreement for form and legality. The general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Dept. of Public Utilities
- 2) Type of Agreement – Joint Agreement/Utility Work By Highway Contractor Agreement
- 3) Method of Procurement (RFP, bid, etc.) – **Best interest (Section 38.40(C), Purchasing Ordinance). This item requires a 5/7ths vote.**
- 4) Term of Contract
 - a) initial – Estimated construction time for this project is 24 months after the Notice to Proceed is issued.
 - b) renewal - n/a
 - c) who exercises option to renew - n/a
- 5) Contract Amount – An estimated amount of \$600,000.00.
- 6) Termination rights – Termination is based upon event of default
- 7) Indemnity/Insurance Requirements – To the extent permitted by law, City shall indemnify and hold harmless FDOT.
- 8) Scope of Services – As part of the FDOT Hollywood Blvd. from City Hall to Dixie Hwy Complete Streets project which consists of road widening and drainage improvements, FDOT will incorporate into its project (bid packet), the City's Dept. of Public Utilities water main replacement within the same area as FDOT's project.
- 9) City's prior experience with Vendor (if any) - Yes.
- 10) Other significant provisions – As part of this Agreement, the parties will execute a Three Party Escrow Agreement.

cc: Wazir A. Ishmael, Ph.D., City Manager

