

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: June 19, 2017

FROM: Jeffrey P. Sheffel, City Attorney

SUBJECT: Proposed Contract with All Webb's Enterprises, 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 – Public Utilities
- 2) Type of Agreement – Contract
- 3) Method of Procurement (RFP, bid, etc.) – Bid (Project No. 16-9938)
- 4) Term of Contract
 - a) initial – Two hundred and ten days
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount – \$424,010.00
- 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.

(Term Sheet - Proposed Contract with All Webb's Enterprises, Inc.)

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. If the CONTRACTOR disregards laws or regulations of any public body having jurisdiction.
 8. If the CONTRACTOR disregards the authority of the ENGINEER.
 9. If the CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.
 10. For no cause upon 7 days advance notice.
- 7) Indemnity/Insurance Requirements – Contractor shall comply with applicable City requirements.
 - 8) Scope of Services – Contractor shall provide services for the Injection Well MIT and Cleaning Project.
 - 9) Other Significant Provisions – n/a
- cc: Dr. Wazir Ishmael, City Manager