

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: January 19, 2017

FROM: Jeffrey P. Sheffel, City Attorney

SUBJECT: Proposed Utility Work by Highway Contractor Agreement

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.) – Pursuant to Section 38.40(C)(8) of the City’s Code of Ordinances, the City Commission may, when in the best interests of the City, by a 5/7 vote, waive competitive bidding and competitive proposal requirements for the purchase of, and contracts for, supplies or services.
 - 4) Term of Contract
 - a) initial – Approximately 2 years
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
 - 5) Contract Amount – \$55,944.00
 - 6) Termination Rights – Either party may terminate with cause. FDOT may unilaterally cancel the Agreement for the refusal by the City to allow public access to all documents and materials subject to Chapter 119, Florida Statutes, and made and received by the City in conjunction with the Agreement.
 - 7) Indemnity/Insurance Requirements – City shall indemnify, defend, and hold harmless the FDOT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect or omission by the City, its agents, employees, of contractors during the performance of the agreement whether direct or indirect and whether to any person or property to which FDOT or said parties may be subject.
 - 8) Scope of Services – Contractor is construction, reconstructing, or otherwise changing a portion of the public road or publicly owned rail corridor from South Ocean Drive from Monroe Street to Sheridan Street, and the project requires the location protection, relocation, installation and adjustment and removal of utility facilities as accomplished by FDOT’s contractor.
 - 9) Other Significant Provisions – n/a
- cc: Dr. Wazir Ishmael, City Manager