

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: January 15, 2016

FROM: Jeffrey P. Sheffel, City Attorney

SUBJECT: Proposed Contract with Sun Up Enterprises for the construction of the Traffic Circle located at North 13th Avenue and Tyler Street

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 Works, Engineering and Architectural Services Division
- 2) Type of Agreement – Contract
- 3) Method of Procurement (RFP, bid, etc.) – Project Bid Number PW-15-034
- 4) Term of Contract
 - a) initial – contract commences within 10 days after the date of Notice to Proceed and shall be completed by the completion date set forth in the Notice to Proceed
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount – \$135,919.80.
- 6) Termination rights – (a) City may suspend work at anytime and without cause for a period of not more than 90 days by written notice which will fix the date on which the work will resume; (b) City may terminate contract due to Contractor's filing of bankruptcy, failure to perform work under the Contract; (c) Upon 7 days written notice to Contractor, City may terminated without cause, for convenience and without prejudice to any other right or remedy, elect to abandon the work and terminate the Contract.; and (d) Contractor may stop work or terminate the Contract if through no fault of Contractor, the work is suspended by City for a period of more than 90 days or under a court order or other public authority, or if City fails for 60 days to pay Contractor any sum due, upon 7 days written notice to City.
- 7) Indemnity/Insurance Requirements – Contractor will indemnify and provide insurance.
- 8) Scope of Services – Contractor will construct the traffic circle at North 13th Avenue and Tyler Street.
- 9) City's prior experience with Contractor (if any) – n/a
- 10) Other significant provisions – n/a

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