

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** June 9, 2014

FROM: Jeffrey P. Sheffel, City Attorney

SUBJECT: Proposed Community Aesthetic Feature Agreement with FDOT for the installation of decorative vinyl wraps on fifteen (15) signalization/utility cabinets located on Hollywood Boulevard, South Dixie Highway, and Pembroke Road within the Highland Gardens Neighborhood

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 – Community and Economic Development
- 2) Type of Agreement – Agreement
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract
 - a) initial – commences upon execution and expires on 9/30/19.
 - b) renewals (if any) – Yes. .
 - c) who exercises option to renew – mutual
- 5) Contract Amount – This project cost is approximately \$8,000.00. The cost ranges between \$334.25 to \$514.38 per cabinet, plus applicable permit fees.
- 6) Termination rights – FDOT may terminate this agreement if the installation of the decorative wraps are not completed within 180 days of the effective date of the agreement. FDOT may terminate this agreement upon 30 days written notice.
- 7) Indemnity/Insurance Requirements – City will be required to have any contractors involved in the project indemnify FDOT. City or its contractors shall carry general liability and public liability insurance and name FDOT as an additional insured.
- 8) Scope of Services – City shall install decorative vinyl wraps on 15 signalization/utility cabinets located on Hollywood Blvd., South Dixie Highway, and Pembroke Road within the Highland Gardens Neighborhood.
- 9) City's prior experience with Contractor (if any) – Yes.

TERM SHEET DECORATIVE WRAPS FOR FIFTEEN SIGNALIZATION/UTILITY CABINETS

- 10) Other significant provisions – FDOT reserves the right to have the City relocate or remove the decorative wraps in its sole discretion, and at the City's sole cost. City is responsible for perpetual maintenance which includes but is not limited to cleaning and restoration of deteriorated or graffiti-damaged art wrap, if feasible. Otherwise, complete removal of art wrap feature).

cc: Cathy Swanson-Rivenbark, City Manager