

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** December 18, 2017

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Utility Work by Highway Contractor Agreement with Florida Department of Transportation

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 9 months
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
 - 5) Contract Amount – \$3,500.00
 - 6) Termination Rights – Either party may terminate for a material breach if it has not been cured within 60 days of written notice to the other party.
 - 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 shall adjust 7 water valves along Hollywood Boulevard from Presidential Circle to N. 31 Avenue under this Agreement.
 - 9) Other Significant Provisions – n/a
- cc: Dr. Wazir Ishmael, City Manager