

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners                      **DATE:** July 6, 2020

**FROM:** Douglas R. Gonzales, City Attorney

**SUBJECT:** Proposed Blanket Purchase Order with Intercounty Engineering, Inc. for additional miscellaneous lift station rehabilitation, repair and replacement work on an as needed basis.

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I have reviewed the above referenced Agreement with the participating Department/Office(s), and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Dept. of Public Utilities
- 2) Type of Agreement – Blanket Purchase Order
- 3) Method of Procurement (RFP, bid, etc.) – **Piggyback. City of Boca Raton's Bid No. 2018-049.** Section 38.41(C)(5) of the City's Procurement Code allows the Chief Procurement Officer to procure, without following formal solicitation procedures, all goods, supplies, materials, equipment, and services that are subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof ("piggyback"), provided that the goods, supplies, materials, equipment or services are the subject of a price schedule negotiated by the entities listed above and is based strictly on competitive bids, quotations, or competitive proposals and not on any preference. Utilization of other governmental entities' contracts shall be permitted only during the term of the other governmental entity's contract.
- 4) Term of Contract:
  - a) initial – 9/2/20 through 9/20/21. Project will be completed 365 days from issuance of the Blanket Purchase Order.
  - b) renewals (if any) – Pursuant to Boca's Bid, two additional one year periods.
  - c) who exercises option to renew – mutual.
- 5) Contract Amount – In an amount not to exceed \$500,000.00.
- 6) Termination Rights –Yes, with or without cause.
- 7) Indemnity/Insurance Requirements – Yes.

- 8) Scope of Services – Contractor will provide, on an as needed basis rehabilitation, repair and replacement work related to the City's lift stations.
- 9) Other Significant Provisions: a) Contractor provides warranties pursuant to City of Boca's contract; and b) Pursuant to City of Boca's contract, Contractor agrees to limitation of liability of City for any cause of action arising out of this Contract. Contractor's recovery from City for any action or claim from the contract is limited to a maximum amount of the Contract Price less the amount of all funds paid by the City to Contractor. City does not waive its limitation of liability rights under Section 768.28, Florida Statutes.

cc: Dr. Wazir Ishmael, City Manager