



TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Lee R. Feldman, ICMA-CM, City Manager

DATE: February 4, 2014

TITLE: Motion to approve revised contract language in agreement with Clean Harbors Environmental Services, Inc. for household hazardous waste services.

Recommendation

It is recommended that the City Commission approve the change of Indemnity/Hold Harmless language in agreement between the City of Fort Lauderdale and Clean Harbors Environmental Services, Inc. for household hazardous waste services.

Background

At its November 19, 2013 Regular Meeting (CAM 13-1325), the City Commission approved the piggybacking of a Southeast Florida Governmental Purchasing Cooperative (Co-Op) contract with Clean Harbors Environmental Services, Inc. in an annual amount not to exceed \$100,000, and associated Interlocal Agreement between Participating Communities in substantially the form that was attached.

Clean Harbors Environmental Services, Inc. did not agree with the Indemnity/Hold Harmless Agreement language contained in Section 5.08 of the City of Fort Lauderdale's General Conditions and has requested that the City modify the Indemnity/Hold Harmless Agreement language as follows¹:

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys' fees, to the extent caused by the negligence or willful misconduct ~~in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process.~~ Without limiting the

¹ (Words, symbols, and letters ~~stricken~~ are deletions; words, symbols, and letters underlined are additions.)

foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder except to the extent caused by the negligence or willful misconduct of an indemnified party. Neither party shall be liable to the other for indirect, incidental, special or consequential damages including loss of use or lost profits.

Resource Impact

There is no fiscal impact to the City.

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