

## **AGREEMENT**

**THIS AGREEMENT** is made by and between the City of Hollywood, Florida, a municipal corporation (hereinafter referred to as "City"), whose address is 2600 Hollywood Blvd, Hollywood, Florida 33022 and Craig A. Smith & Associates, LLC (hereinafter referred to as "Contractor"), a Florida corporation, whose address is 1425 East Newport Center Drive Deerfield Beach, Florida 33442, this May day 12, 2026

**WHEREAS**, the City desires to procure Craig A. Smith & Associates, LLC services in accordance with the City's RFP-366-26-JJ; and the Contractor's response thereto, all of which are incorporated herein by reference.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows: herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

### ARTICLE 1. INCORPORATION OF PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's RFP-366-26-JJ and the Contractor's response thereto, including all documentation required thereunder.

### ARTICLE 2. DESCRIPTION OF SCOPE OF SERVICES

The Contractor shall perform professional services similar to those identified in the scope of services accompanying the City's solicitation, which is specifically incorporated herein by reference and further detailed in Exhibit # 1 Underground Utility Location Services.

### ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Fee Schedule attached hereto and incorporated herein as Exhibit #2, according to the terms and specifications of the referenced solicitation.

### ARTICLE 4. NO DAMAGES FOR DELAY

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against the City by reason of any delays except as provided herein. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising from delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith, or active interference on the part of City.

### ARTICLE 5. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

For CITY:  
Department of Public Utilities, Underground Division  
1715 North 21 Avenue Hollywood, Fl 33020

For CONTRACTOR:  
Craig A. Smith & Associates, LLC  
1425 East Newport Center Drive Deerfield Beach, Florida 33442,

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

#### ARTICLE 6. CONTRACT TERM

The term of this Agreement shall be two years and may be renewed for two additional one-year periods, unless terminated earlier in accordance with terms set forth in the solicitation.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST:

THE CITY OF HOLLYWOOD, a municipal corporation of Florida

\_\_\_\_\_  
Patricia A. Cerny, MMC  
City Clerk

By: \_\_\_\_\_  
Josh Levy, Mayor

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Damaris Henlon, City Attorney

Signed, sealed and delivered in the presence of:

ATTEST:

Contractor Name: CRAGG A. SMITH & ASSOCIATES, LLC

Colleen Ennis

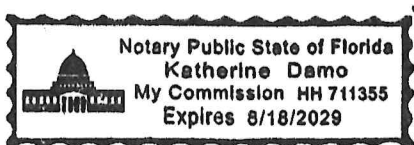
By: [Signature]

Print Name: Colleen Ennis

Print Name: STEPHEN C. SMITH

Title: Administrative Assistant

Title: PRESIDENT



Kath Damo  
3/27/26