

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** June 3, 2026

FROM: Damaris Henlon, City Attorney

SUBJECT: An authorization to proceed with consulting engineering services with Brown and Caldwell in an amount up to \$206,457.00 for construction maintenance work to the Southern Regional Wastewater Treatment Plant

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

- 1) Department/Division involved – Department of Public Utilities
- 2) Type of Agreement – Consultant’s Authorization to Proceed with Work Order Number B&C 26-03
- 3) Method of Procurement (RFP, bid, etc.) – Bid No. IFP-087-23-JJ
- 4) Term of Contract: The project is expected to require the rest of 2026 to complete. The underlying consulting engineering services contract with Brown and Caldwell is for 5 years through October 19, 2028.
- 5) Contract Amount – in an amount up to \$206,457.00
- 6) Termination Rights –
The City has the right to terminate this Agreement for any reason or no reason, upon seven days’ written notice. Upon termination of this Agreement, all charts, sketches, studies, drawings, and other documents related to work authorized under this Agreement, whether finished or not, must be turned over to the City. The Consultant shall be paid in accordance with Section 6.04, provided that said documentation be turned over to City within ten (10) business days of termination. Failure to timely deliver the documentation shall be cause to withhold any payments due. The Consultant shall have the right to terminate this agreement, in writing, following breach by the City, if breach of contract has not been corrected within sixty (60) days from the date of the City’s receipt of a statement from Consultant specifying its breach of its duties under this agreement.
- 7) Indemnity/Insurance Requirements –
The CONSULTANT shall indemnify and hold harmless the City, and their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct

of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Contract. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this contract shall be construed in any way to affect the sovereign immunity of the City or the rights of the City as set forth in Florida Statutes 768.28, as amended from time to time.

Consultant shall comply with applicable City insurance requirements.

- 8) Scope of Services – consulting engineering services related to construction maintenance work to the Southern Regional Wastewater Treatment Plant
- 9) Other Significant Provisions:

cc: Raelin Storey, City Manager