

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** January 14, 2021

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Amendment No. 2 to the Authorization to Proceed for Work Order No. CTA 17-01 with Craven Thompson and Associates, Inc. to provide professional services for additional construction services related to unforeseen field conditions related to the Sanitary Sewer Lift Station W-14 Project.

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 – Amendment No. 2 to Authorization to Proceed for Work Order No. CTA-17-01. Original ATP approved pursuant to Resolution No. 2017-015. Amendment No. 1 approved pursuant to Resolution No 2017-368.
- 3) Method of Procurement (RFP, bid, etc.) – Consultants’ Competitive Negotiation Act pursuant to Resolution No. 2017-284, continuing contract).
- 4) Term of Contract:
 - a) initial – The original agreement is a continuing services agreement with an initial term of four years. **For this ATP, 240 days (cumulative project completion is 330 days).**
 - b) renewals (if any) – City shall have the option to renew the original agreement for two additional two year periods.
 - c) who exercises option to renew – mutual.
- 5) Contract Amount – For this ATP, a lump sum amount of \$181,570.00 for an aggregate project cost of \$359,555.40.
- 6) Termination Rights – City may terminate for cause. Upon seven days’ written notice to Craven Thompson and Associates, Inc. (“Craven”) the City may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the Contract. In such case, Craven shall be paid for all work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect, and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

- 7) Indemnity/Insurance Requirements – Craven shall comply with applicable City requirements.
- 8) Scope of Services – Craven will provide professional engineering service based upon its proposal for additional construction services for the unforeseen conditions for the Lift Station W-14 project in accordance with the terms and conditions of the continuing services agreement.
- 9) Other Significant Provisions: n/a

cc: Dr. Wazir Ishmael, City Manager