

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

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

**FROM:** Damaris Henlon, City Attorney

**SUBJECT:** One year continuation of professional engineering consulting services with Hazen and Sawyer P.C. for Phase 2 of the Inflow and Infiltration Program

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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 – Professional Services Agreement
- 3) Method of Procurement (RFP, bid, etc.) – Solicitation # RFQ-4717-22-OT
- 4) Term of Contract: It is anticipated that engineering services will be generally completed within 12 months from Notice-to Proceed
- 5) Contract Amount – in an amount not to exceed \$492,239.00
- 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.

8) Scope of Services – engineering consulting services related to Phase 2 of the I&I Reduction Program to support the City’s compliance with Consent Order OGC Case No. 21-0392 issued by the Florida Department of Environmental Protection

9) Other Significant Provisions:

cc: Raelin Storey, City Manager