

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** June 8, 2020

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Authorization to Proceed Amending the Original ATP TTH 20-01 with Tetra Tech, Inc. to provide additional professional services for the investigation, design modification, permit and construction services related to stormwater pump stations condition assessments.

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 to Original Authorization to Proceed ATP TTH 20-01 based upon Professional Services Agreement (Resolution No. R-2017-284).
- 3) Method of Procurement (RFP, bid, etc.) – Consultants’ Competitive Negotiation Act pursuant to Resolution No. 2017-284, continuing contract). The Original ATP was approved by City Manager pursuant to Section 38.48(E) of the Purchasing Ordinance.
- 4) Term of Contract:
 - a) initial – The original agreement is a continuing services agreement. **For this ATP, the duration of the project is approximately four months from the ATP issuance date.**
 - 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 \$152,057.00 for an aggregate project cost of \$199,472.00. (Original ATP was in the amount of \$47,415.00).
- 6) Termination Rights – City may terminate for cause. Upon seven days’ written notice to the Tetra Tech, Inc. 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, Tetra Tech, Inc. 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 – Tetra Tech, Inc. shall comply with applicable City requirements.
 - 8) Scope of Services – Tetra Tech, Inc. to provide additional professional services for the investigation, design modification, permit and construction services related to stormwater pump stations condition assessments.
 - 9) Other Significant Provisions: n/a
- cc: Dr. Wazir Ishmael, City Manager