

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** September 21, 2022

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Phase II Pre-Construction Management at Risk Agreement with State Contracting & Engineering Corp. for David Park Tennis Interior Renovations 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 Design, Construction and Management Services
- 2) Type of Agreement – Phase II Pre-Construction Services Agreement
- 3) Method of Procurement (RFP, bid, etc.) – Construction Management at Risk (“CMAR”) Section 255.103, Florida Statutes and CCNA (Section 287.055, Florida Statutes) and Resolution No. R-2019-025 and Resolution No. 2022-009.
- 4) Term of Contract:
 - a) initial – the project shall be substantially completed within 120 days from the date of the second Notice to Proceed. The total project shall be completed and ready for final payment within 30 calendar days from the date certified by the Consultant as the date of substantial completion in accordance with Article 8 of the Agreement.
 - b) renewals (if any) – extensions pursuant to agreement.
 - c) who exercises option to renew – both parties
- 5) Contract Amount – Phase II Guaranteed Maximum Price of \$441,804.00
- 6) Termination Rights – with or without cause.
- 7) Indemnity/Insurance Requirements – Contractor shall comply with applicable City requirements.
- 8) Scope of Services – Firm shall provide Phase II Construction Management at Risk Services for the David Park Tennis interior renovations consisting of ceiling, lighting and restroom renovations.

Term Sheet continued

- 9) Other Significant Provisions: Agreement provides for liquidated damages in subsection 6.1.3 as \$350.00 per day for each and every calendar day of unexcused delay in achieving substantial completion.

cc: Dr. Wazir Ishmael, City Manager