

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** 4/22/24

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Construction Management At Risk Phase II Construction Services Agreement with Moss and Associates, LLC to Provide Construction Management At Risk Services for the New Police Headquarters Project, A General Obligation Bond Project, for a Total Guaranteed Maximum price in an Amount Up to \$82,937,302.00.

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 – Department of Design and Construction Management
- 2) Type of Agreement – Construction Service Agreement
- 3) Method of Procurement (RFP, bid, etc.) – RFP
- 4) Term of Contract:
 - a) initial – The project shall be substantially completed 683 calendar days from the date of the second notice to proceed per activity MS-130 on the construction schedule.
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount – \$82,937,307
- 6) Termination Rights – City’s standard with cause and for convenience termination provision.
- 7) Indemnity/Insurance Requirements – Contractor shall comply with applicable City requirements.
- 8) Scope of Services – Contractor shall provide professional construction management at risk services for construction phase of the project. CMAR shall furnish any and all required materials, labor and equipment, and incidentals and enter into and cause to be performed all trade contracts necessary to achieve correct and timely completion of the construction of the entire project and warrant all work and services as provided in the contract documents.

9) Other Significant Provisions:

- Insurance- Article 12: Contractor shall provide insurance requirements through a Construction Manger Controlled Insurance Program (“CCIP”) at the rates specified in the contract.
- Liquidated Damages- Article 6.1.3: Notwithstanding anything to the contrary herein, the total amount of liquidated damages for which the CMAR may be liable shall in no event exceed one hundred percent (100%) of the CMAR’s Fee, which sum represents CMAR’s maximum liability for liquidated damages. Additionally if either Substantial Completion or Final Completion (as it pertains to issuance of relevant governmental approvals, i.e., Temporary Certificate of Occupancy and/or Final Certificate of Completion) is not achieved through no fault, in whole or in part, of CMAR, then on the date that CMAR has otherwise satisfied all of the other requirements and conditions of Substantial and/or Final Completion as the case may be, then the requirements set forth herein shall be deemed satisfied as of that date for purposes of accessing liquidated damages.
- Liquidated and Consequential Damages- Article 33.12: The CMAR’s total liability for both Consequential and Liquidated Damages shall in no event exceed one hundred (100%) percent of CMAR’s Fee as set forth in section 7.6, excluding insurance coverage available which shall be outside of the cap.

cc: George R. Keller, Jr. CPPT, City Manager