

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** 2/9/26

FROM: Damaris Henlon, City Attorney

SUBJECT: Proposed Progressive Design-Build Services Agreement with Finrock Construction, LLC To Provide Design-Build Phase I Design and Preconstruction Services for the Harrison Street Parking Garage Project, a Capital Improvement Project, for an Amount Up To \$481,152.00.

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 – Progressive Design-Build Services Agreement
- 3) Method of Procurement (RFP, bid, etc.) – RFQ
- 4) Term of Contract:
 - a) initial – Design-Builder’s Phase 1 Services shall commence within ten (10) days of Design-Builder’s receipt of the City’s Phase 1 Notice to Proceed unless the parties mutually agree otherwise in writing. Design-Builder shall complete the Phase 1 Services in accordance with Exhibit D, *Project Schedule*.
 - b) renewals (if any) – n/a
 - c) who exercises option to renew – n/a
- 5) Contract Amount – Phase I - \$481,152
- 6) Termination Rights – City’s Standard
- 7) Indemnity/Insurance Requirements – Contractor shall comply with applicable City requirements.
- 8) Scope of Services – Contractor will provide design and preconstruction services for the development of a guaranteed maximum price proposal for the Harrison Street Parking Garage Project.
- 9) Other Significant Provisions:

54. **No Damages for Delay**

No claim for damages or any claim other than for an extension of time, shall be made or asserted against City by reason of any delays. Design-Builder shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, Eichleay Formula Costs, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Design-Builder for hindrance or delays due solely to fraud, bad faith or active interference on the part of City or its agents. Otherwise, Design-Builder shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

The Design-Builder's total liability for Consequential Damages shall in no event exceed one hundred (100%) percent of Fee as set forth in Article 44.C, excluding insurance coverage available which shall be outside of the cap.

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