



Sheet Name	Version	Description	Date Issued	Date Received
A732	90% CD Set	INTERIOR ELEVATIONS - RTCC & TELETYPE	1/15/2024	1/16/2024
A733	90% CD Set	INTERIOR ELEVATIONS - LEVEL 3	1/15/2024	1/16/2024
A760	90% CD Set	INTERIOR ELEVATIONS - MILLWORK	1/15/2024	1/16/2024
A801	90% CD Set	INTERIOR SECTIONS	1/15/2024	1/16/2024
A900	90% CD Set	DOOR TYPE AND LEGEND	1/15/2024	1/16/2024
A901	90% CD Set	DOOR SCHEDULE - LEVEL 1	1/15/2024	1/16/2024
A902	90% CD Set	DOOR SCHEDULE - LEVEL 2	1/15/2024	1/16/2024
A903	90% CD Set	DOOR SCHEDULE - LEVEL 3 & PENTHOUSE	1/15/2024	1/16/2024
A904	90% CD Set	EQUIPMENT SCHEDULES	1/15/2024	1/16/2024
A907	90% CD Set	TYPICAL EXTERIOR DOOR DETAILS	1/15/2024	1/16/2024
A908	90% CD Set	TYPICAL SECURITY H.M. DOOR DETAILS	1/15/2024	1/16/2024
A909	90% CD Set	TYPICAL H.M. DOOR DETAILS	1/15/2024	1/16/2024
A910	90% CD Set	INTERIOR PARTITION TYPES GWB	1/15/2024	1/16/2024
A911	90% CD Set	INTERIOR PARTITION TYPES MASONRY	1/15/2024	1/16/2024
A912	90% CD Set	TYP DETAILS - INTERIOR GWB PARTITIONS	1/15/2024	1/16/2024
A914	90% CD Set	TYP DETAILS - COMPOSITE INTR GWB PTN HEADS	1/15/2024	1/16/2024
A916	90% CD Set	TYP DETAILS - OPERABLE PARTITION	1/15/2024	1/16/2024
A930	90% CD Set	INTERIOR DETAILS	1/15/2024	1/16/2024
A931	90% CD Set	INTERIOR DETAILS - SUITE ENTRY	1/15/2024	1/16/2024
A932	90% CD Set	INTERIOR DETAILS- PUBLIC SPACES	1/15/2024	1/16/2024
A941	90% CD Set	TYP DETAILS FOR ACOUSTIC CEILING SYSTEM	1/15/2024	1/16/2024
A942	90% CD Set	TYP DETAILS FOR GWB CEILING SYSTEM	1/15/2024	1/16/2024
A950	90% CD Set	FIRING RANGE- ENLARGED VIEWS- 50 YD	1/15/2024	1/16/2024
A951	90% CD Set	FIRING RANGE- ENLARGED VIEWS- 25YD ALT	1/15/2024	1/16/2024
A952	90% CD Set	FIRING RANGE- INTERIOR SECTIONS	1/15/2024	1/16/2024
A960	90% CD Set	MILLWORK - TYPICAL SECTIONS AND DETAILS	1/15/2024	1/16/2024
A961	90% CD Set	MILLWORK - TYPICAL SECTIONS AND DETAILS	1/15/2024	1/16/2024
A970	90% CD Set	INTERIOR DETAILS - EXPANSION JOINTS	1/15/2024	1/16/2024
A971	90% CD Set	INTERIOR DETAILS - SHOWER DETAILS	1/15/2024	1/16/2024
A972	90% CD Set	INTERIOR DETAILS - LOCKER ROOM	1/15/2024	1/16/2024
A980.1	90% CD Set	WINDOW SCHEDULE	1/15/2024	1/16/2024
A980.2	90% CD Set	WINDOW SCHEDULE	1/15/2024	1/16/2024
A981	90% CD Set	WINDOW DETAIL- EXTERIOR	1/15/2024	1/16/2024
A981.2	90% CD Set	WINDOW DETAILS- INTERIOR	1/15/2024	1/16/2024
A990	90% CD Set	3D VIEWS	1/15/2024	1/16/2024
INTERIOR DESIGN				
ID200	90% CD Set	INTERIOR FINISH SCHEDULE	1/15/2024	1/16/2024
ID210	90% CD Set	FINISH FLOOR PLAN - LEVEL 1	1/15/2024	1/16/2024
ID211	90% CD Set	FINISH FLOOR PLAN - LEVEL 2	1/15/2024	1/16/2024
ID212	90% CD Set	FINISH FLOOR PLAN - LEVEL 3	1/15/2024	1/16/2024
ID213	90% CD Set	FINISH FLOOR PLAN - GARAGE LEVEL 1	1/15/2024	1/16/2024
ID310	90% CD Set	FURNITURE PLAN - LEVEL 1	1/15/2024	1/16/2024
ID311	90% CD Set	FURNITURE PLAN - LEVEL 2	1/15/2024	1/16/2024
ID312	90% CD Set	FURNITURE PLAN - LEVEL 3	1/15/2024	1/16/2024
ID313	90% CD Set	FURNITURE PLAN - GARAGE LEVEL 1	1/15/2024	1/16/2024



Sheet Name	Version	Description	Date Issued	Date Received
SIGNAGE				
SG-100	90% CD Set	SIGN TYPES	1/15/2024	1/16/2024
SG-101	90% CD Set	SIGN TYPES	1/15/2024	1/16/2024
SG-102	90% CD Set	SIGN TYPES	1/15/2024	1/16/2024
SG-103	90% CD Set	SIGN TYPES	1/15/2024	1/16/2024
SG-104	90% CD Set	SIGN TYPES	1/15/2024	1/16/2024
SG-105	90% CD Set	SIGN TYPES	1/15/2024	1/16/2024
SG-106	90% CD Set	SIGN TYPES	1/15/2024	1/16/2024
SG-107	90% CD Set	SIGN TYPES	1/15/2024	1/16/2024
SG-108	90% CD Set	SIGN TYPES	1/15/2024	1/16/2024
SG-200	90% CD Set	SIGN LOCATION PLAN - SITE	1/15/2024	1/16/2024
SG-201	90% CD Set	SIGN LOCATION PLAN LEVEL 1	1/15/2024	1/16/2024
SG-202	90% CD Set	SIGN LOCATION PLAN LEVEL 2	1/15/2024	1/16/2024
SG-203	90% CD Set	SIGN LOCATION PLAN LEVEL 3	1/15/2024	1/16/2024
SG-204	90% CD Set	SIGN LOCATION PLAN GARAGE LEVEL 1	1/15/2024	1/16/2024
SG-205	90% CD Set	SIGN LOCATION PLAN GARAGE LEVEL 2	1/15/2024	1/16/2024
SG-206	90% CD Set	SIGN LOCATION PLAN GARAGE LEVEL 3	1/15/2024	1/16/2024
SG-207	90% CD Set	SIGN LOCATION PLAN GARAGE LEVEL 4	1/15/2024	1/16/2024
SG-300	90% CD Set	SIGN MESSAGE SCHEDULE	1/15/2024	1/16/2024
MECHANICAL				
M001	90% CD Set	GENERAL NOTES - H.V.A.C.	1/15/2024	1/16/2024
M111	90% CD Set	FLOOR PLAN - LEVEL 1 - H.V.A.C.	1/15/2024	1/16/2024
M112	90% CD Set	FLOOR PLAN - LEVEL 2 - H.V.A.C.	1/15/2024	1/16/2024
M113	90% CD Set	FLOOR PLAN - LEVEL 3 - H.V.A.C.	1/15/2024	1/16/2024
M114	90% CD Set	ROOF PLAN - H.V.A.C.	1/15/2024	1/16/2024
M121	90% CD Set	FLOOR PLAN - LEVEL 1-GARAGE- H.V.A.C.	1/15/2024	1/16/2024
M122	90% CD Set	FLOOR PLAN - LEVEL 2-GARAGE- H.V.A.C.	1/15/2024	1/16/2024
M123	90% CD Set	FLOOR PLAN - LEVEL 3-GARAGE- H.V.A.C.	1/15/2024	1/16/2024
M124	90% CD Set	FLOOR PLAN - LEVEL 4- GARAGE- HVAC	1/15/2024	1/16/2024
M211	90% CD Set	ENLARGED MECHANICAL ROOM - HVAC	1/15/2024	1/16/2024
M311	90% CD Set	SECTIONS - HVAC	1/15/2024	1/16/2024
M411	90% CD Set	CHILLED WATER PIPING SCHEMATIC	1/15/2024	1/16/2024
M501	90% CD Set	DETAILS - HVAC	1/15/2024	1/16/2024
M502	90% CD Set	DETAILS - HVAC	1/15/2024	1/16/2024
M601	90% CD Set	SCHEDULES - HVAC	1/15/2024	1/16/2024
M701	90% CD Set	CONTROLS - HVAC	1/15/2024	1/16/2024
ELECTRICAL				
E001	90% CD Set	SYMBOL LEGEND, FIXTURE SCHEDULE, & GENERAL NOTES-ELECTRICAL	1/15/2024	1/16/2024
E010	90% CD Set	SITE PLAN - LIGHTING	1/15/2024	1/16/2024
E011	90% CD Set	SITE PLAN - PHOTOMETRICS	1/15/2024	1/16/2024
E020	90% CD Set	SITE PLAN - POWER & FIRE ALARM	1/15/2024	1/16/2024
E111	90% CD Set	FLOOR PLAN - LEVEL 1 - LIGHTING	1/15/2024	1/16/2024
E112	90% CD Set	FLOOR PLAN - LEVEL 2 - LIGHTING	1/15/2024	1/16/2024
E113	90% CD Set	FLOOR PLAN - LEVEL 3 - LIGHTING	1/15/2024	1/16/2024
E114	90% CD Set	ROOF PLAN - LIGHTING	1/15/2024	1/16/2024



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E121	90% CD Set	FLOOR PLAN - LEVEL 1-GARAGE- LIGHTING	1/15/2024	1/16/2024
E122	90% CD Set	FLOOR PLAN - LEVEL 2- GARAGE - LIGHTING	1/15/2024	1/16/2024
E123	90% CD Set	FLOOR PLAN - LEVEL 3-GARAGE- LIGHTING	1/15/2024	1/16/2024
E124	90% CD Set	FLOOR PLAN - LEVEL 4 - GARAGE- LIGHTING	1/15/2024	1/16/2024
E211	90% CD Set	FLOOR PLAN - LEVEL 1- POWER	1/15/2024	1/16/2024
E212	90% CD Set	FLOOR PLAN - LEVEL 2- POWER	1/15/2024	1/16/2024
E213	90% CD Set	FLOOR PLAN - LEVEL 3- POWER	1/15/2024	1/16/2024
E214	90% CD Set	ROOF PLAN - POWER	1/15/2024	1/16/2024
E215	90% CD Set	OVERALL ROOF PLAN - LIGHTING PROTECTION	1/15/2024	1/16/2024
E221	90% CD Set	FLOOR PLAN - LEVEL 1 - GARAGE - POWER	1/15/2024	1/16/2024
E222	90% CD Set	FLOOR PLAN - LEVEL 2 - GARAGE - POWER	1/15/2024	1/16/2024
E223	90% CD Set	FLOOR PLAN - LEVEL 3 - GARAGE - POWER	1/15/2024	1/16/2024
E224	90% CD Set	FLOOR PLAN - LEVEL 4 - GARAGE - POWER	1/15/2024	1/16/2024
E311	90% CD Set	FLOOR PLAN - LEVEL 1 - FIRE ALARM	1/15/2024	1/16/2024
E312	90% CD Set	FLOOR PLAN - LEVEL 2 - FIRE ALARM	1/15/2024	1/16/2024
E313	90% CD Set	FLOOR PLAN - LEVEL 3 - FIRE ALARM	1/15/2024	1/16/2024
E314	90% CD Set	ROOF PLAN - FIRE ALARM	1/15/2024	1/16/2024
E321	90% CD Set	FLOOR PLAN - LEVEL 1- GARAGE- FIRE ALARM	1/15/2024	1/16/2024
E322	90% CD Set	FLOOR PLAN - LEVEL 2 - GARAGE - FIRE ALARM	1/15/2024	1/16/2024
E323	90% CD Set	FLOOR PLAN - LEVEL 3- GARAGE- FIRE ALARM	1/15/2024	1/16/2024
E324	90% CD Set	FLOOR PLAN - LEVEL 4- GARAGE- FIRE ALARM	1/15/2024	1/16/2024
E401	90% CD Set	ENLARGED FLOOR PLANS - POWER	1/15/2024	1/16/2024
E402	90% CD Set	ELEVATIONS - LIGHTING	1/15/2024	1/16/2024
E403	90% CD Set	ELEVATIONS - LOBBY EXTERIOR LIGHTING	1/15/2024	1/16/2024
E418A	90% CD Set	ENLARGED PLAN - FIREARM TRAINING - 25 YD RANGE - ALT. 1A - LIGHTING	1/15/2024	1/16/2024
E501	90% CD Set	DETAILS - ELECTRICAL	1/15/2024	1/16/2024
E502	90% CD Set	DETAILS - ELECTRICAL	1/15/2024	1/16/2024
E503	90% CD Set	DETAILS - FIRE ALARM	1/15/2024	1/16/2024
E504	90% CD Set	DETAILS - LIGHTNING PROTECTION	1/15/2024	1/16/2024
E505	90% CD Set	DETAILS - LIGHTNING PROTECTION	1/15/2024	1/16/2024
E601	90% CD Set	ELECTRICAL RISER - MAIN BUILDING	1/15/2024	1/16/2024
E602	90% CD Set	ELECTRICAL RISER - PARKING GARAGE	1/15/2024	1/16/2024
E603	90% CD Set	FIRE ALARM RISER	1/15/2024	1/16/2024
E701	90% CD Set	PANEL SCHEDULES - ELECTRICAL	1/15/2024	1/16/2024
E702	90% CD Set	PANEL SCHEDULES - ELECTRICAL	1/15/2024	1/16/2024
E703	90% CD Set	PANEL SCHEDULES - ELECTRICAL	1/15/2024	1/16/2024
E704	90% CD Set	PANEL SCHEDULES - ELECTRICAL	1/15/2024	1/16/2024
E705	90% CD Set	SWITCHBOARD SCHEDULES - ELECTRICAL	1/15/2024	1/16/2024
PLUMBING				
P001	90% CD Set	GENERAL NOTES - PLUMBING	1/15/2024	1/16/2024
P011	90% CD Set	FOUNDATION PLAN - PLUMBING	1/15/2024	1/16/2024
P021	90% CD Set	FOUNDATION PLAN - GARAGE - PLUMBING	1/15/2024	1/16/2024
P111	90% CD Set	FLOOR PLAN - LEVEL 1- PLUMBING	1/15/2024	1/16/2024
P112	90% CD Set	FLOOR PLAN - LEVEL 2- PLUMBING	1/15/2024	1/16/2024
P113	90% CD Set	FLOOR PLAN - LEVEL 3- PLUMBING	1/15/2024	1/16/2024



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P114	90% CD Set	ROOF PLAN - PLUMBING	1/15/2024	1/16/2024
P121	90% CD Set	FLOOR PLAN - LEVEL 1-GARAGE- PLUMBING	1/15/2024	1/16/2024
P122	90% CD Set	FLOOR PLAN - LEVEL 2-GARAGE- PLUMBING	1/15/2024	1/16/2024
P123	90% CD Set	FLOOR PLAN - LEVEL 3-GARAGE- PLUMBING	1/15/2024	1/16/2024
P124	90% CD Set	FLOOR PLAN - LEVEL 4-GARAGE- PLUMBING	1/15/2024	1/16/2024
P301	90% CD Set	NORTH SANITARY RISER DIAGRAM LEVEL 01 - PLUMBING	1/15/2024	1/16/2024
P302	90% CD Set	SOUTH SANITARY RISER DIAGRAM LEVEL 01 - PLUMBING	1/15/2024	1/16/2024
P303	90% CD Set	NORTH SANITARY RISER DIAGRAM LEVEL 02- PLUMBING	1/15/2024	1/16/2024
P304	90% CD Set	SOUTH SANITARY RISER DIAGRAM LEVEL 02- PLUMBING	1/15/2024	1/16/2024
P305	90% CD Set	NORTH SANITARY RISER DIAGRAM LEVEL 03- PLUMBING	1/15/2024	1/16/2024
P306	90% CD Set	SOUTH SANITARY RISER DIAGRAM LEVEL 03- PLUMBING	1/15/2024	1/16/2024
P307	90% CD Set	WATER RISER DIAGRAM GARAGE - PLUMBING	1/15/2024	1/16/2024
P308	90% CD Set	CONDENSATE RISER DIAGRAM MAIN BUILDING - PLUMBING	1/15/2024	1/16/2024
P309	90% CD Set	STORM WATER RISER DIAGRAM MAIN BUILDING - PLUMBING	1/15/2024	1/16/2024
P310	90% CD Set	STORM WATER RISER DIAGRAM MAIN BUILDING - PLUMBING	1/15/2024	1/16/2024
P311	90% CD Set	STORM WATER RISER DIAGRAM GARAGE - PLUMBING	1/15/2024	1/16/2024
P312	90% CD Set	NATURAL GAS RISER DIAGRAM - PLUMBING	1/15/2024	1/16/2024
P313	90% CD Set	DOMESTIC RISER DIAGRAM MAIN BUILDING - PLUMBING	1/15/2024	1/16/2024
P314	90% CD Set	DOMESTIC RISER DIAGRAM MAIN BUILDING - PLUMBING	1/15/2024	1/16/2024
P315	90% CD Set	DOMESTIC RISER DIAGRAM MAIN BUILDING - PLUMBING	1/15/2024	1/16/2024
P316	90% CD Set	DOMESTIC RISER DIAGRAM MAIN BUILDING - PLUMBING	1/15/2024	1/16/2024
P317	90% CD Set	DOMESTIC RISER DIAGRAM GARAGE - PLUMBING	1/15/2024	1/16/2024
P401	90% CD Set	ENLARGED PLANS - PLUMBING	1/15/2024	1/16/2024
P501	90% CD Set	DETAILS - PLUMBING	1/15/2024	1/16/2024
P502	90% CD Set	DETAILS - PLUMBING	1/15/2024	1/16/2024
P601	90% CD Set	SCHEDULES - PLUMBING	1/15/2024	1/16/2024
FIRE PROTECTION				
F001	90% CD Set	GENERAL NOTES - FIRE PROTECTION	1/15/2024	1/16/2024
F100	90% CD Set	SITE PLAN - FIRE PROTECTION	1/15/2024	1/16/2024
F111	90% CD Set	FLOOR PLAN - LEVEL 1-FIRE PROTECTION	1/15/2024	1/16/2024
F112	90% CD Set	FLOOR PLAN - LEVEL 2-FIRE PROTECTION	1/15/2024	1/16/2024
F113	90% CD Set	FLOOR PLAN - LEVEL 3-FIRE PROTECTION	1/15/2024	1/16/2024
F114	90% CD Set	ROOF PLAN - FIRE PROTECTION	1/15/2024	1/16/2024
F121	90% CD Set	FLOOR PLAN - LEVEL 1- GARAGE- FIRE PROTECTION	1/15/2024	1/16/2024
F122	90% CD Set	FLOOR PLAN - LEVEL 2- GARAGE- FIRE PROTECTION	1/15/2024	1/16/2024
F123	90% CD Set	FLOOR PLAN - LEVEL 3- GARAGE- FIRE PROTECTION	1/15/2024	1/16/2024
F124	90% CD Set	FLOOR PLAN - LEVEL 4- GARAGE- FIRE PROTECTION	1/15/2024	1/16/2024
F418A	90% CD Set	ENLARGED PLAN - FIREARM TRAINING - 25 YD RANGE - ALT. 1B- FIRE PROTECTION	1/15/2024	1/16/2024
F501	90% CD Set	DETAILS - FIRE PROTECTION	1/15/2024	1/16/2024
F502	90% CD Set	DETAILS - FIRE PROTECTION	1/15/2024	1/16/2024
F503	90% CD Set	DETAILS - FIRE PROTECTION	1/15/2024	1/16/2024
F504	90% CD Set	DETAILS - FIRE PROTECTION	1/15/2024	1/16/2024
F505	90% CD Set	DETAILS - FIRE PROTECTION	1/15/2024	1/16/2024
F601	90% CD Set	SCHEDULE - FIRE PROTECTION	1/15/2024	1/16/2024
TECHNOLOGY				



Sheet Name	Version	Description	Date Issued	Date Received
T001	90% CD Set	GENERAL NOTES & SYMBOLS LEGEND- TECHNOLOGY	1/15/2024	1/16/2024
T010	90% CD Set	SITE PLAN - TECHNOLOGY	1/15/2024	1/16/2024
T111	90% CD Set	FLOOR PLAN- LEVEL 1- TECHNOLOGY	1/15/2024	1/16/2024
T112	90% CD Set	FLOOR PLAN- LEVEL 2- TECHNOLOGY	1/15/2024	1/16/2024
T113	90% CD Set	FLOOR PLAN- LEVEL 3- TECHNOLOGY	1/15/2024	1/16/2024
T114	90% CD Set	ROOF PLAN - TECHNOLOGY	1/15/2024	1/16/2024
T121	90% CD Set	FLOOR PLAN - LEVEL 1-GARAGE- TECHNOLOGY	1/15/2024	1/16/2024
T122	90% CD Set	FLOOR PLAN - LEVEL 2-GARAGE- TECHNOLOGY	1/15/2024	1/16/2024
T123	90% CD Set	FLOOR PLAN - LEVEL 3-GARAGE- TECHNOLOGY	1/15/2024	1/16/2024
T124	90% CD Set	FLOOR PLAN - LEVEL 4-GARAGE- TECHNOLOGY	1/15/2024	1/16/2024
T401	90% CD Set	ENLARGED FLOOR PLANS- TECHNOLOGY	1/15/2024	1/16/2024
T501	90% CD Set	DETAILS- TECHNOLOGY	1/15/2024	1/16/2024
T502	90% CD Set	DETAILS- TECHNOLOGY	1/15/2024	1/16/2024
T503	90% CD Set	DETAILS- TECHNOLOGY	1/15/2024	1/16/2024
T601	90% CD Set	RISER DIAGRAMS - TECHNOLOGY	1/15/2024	1/16/2024
DOCUMENTS				
	90% CD Set	SPECIFICATIONS - VOLUME 1 - DIV 1-14	1/15/2024	1/16/2024
	90% CD Set	SPECIFICATIONS - VOLUME 2 - DIV 21-32	1/15/2024	1/16/2024
	90% CD Set	SOIL MANAGEMENT PLAN	11/13/2023	1/16/2024
		OWNERSHIP SCHEDULING SPEC.	4/16/2024	
ADDENDUM NO. 1	90% CD Set	DOOR HARDWARE SPECS	1/15/2024	1/23/2024
	90% CD Set	HPHQ SITE LOGISTICS PLAN	No Date	1/23/2024
ADDENDUM NO. 2	90% CD Set	RFI RESPONSE LOG #1	1/30/2024	1/30/2024
	100% CD	PRE-003; PRE-004; PRE-017 - SHEETS S-101A & S-402	2/7/2024	1/26/2024
	90% CD Set	PRE-007 & PRE-008 -SHEETS L401 & L402	1/15/2024	1/26/2024
	100% CD	PRE-017 - SHEET A415 - ENLARGED VIEWS, BAG&TAG, EXAM BAY, K-9,INTR	2/15/2024	1/26/2024
	90% CD Set	PRE-017 - LINK TO PACIFIC MARINE STRUCTURAL S SHEETS	No Date	1/26/2024
	100% CD	PRE-021 - SHEETS A101, A103, A904	2/15/2024	1/30/2024
	90% CD Set	PRE-021 - SPEC 102600 WALL AND CORNER GUARDS	1/15/2024	1/30/2024
	90% CD Set	PRE-022 - SHEET A414 -2024-01-26 PARTIAL PLAN 1	1/15/2024	1/30/2024
	90% CD Set	PRE-023 - SPEC 116600 ATHLETIC EQUIPMENT	1/15/2024	1/30/2024
ADDENDUM NO. 3	90% CD Set	RFI RESPONSE LOG #2	2/13/2024	2/13/2024
	100% CD	PRE-024 - SHEET A457 HFL-Police HQ-HOK-AR-ODP-Central	2/15/2024	2/5/2024
	90% CD Set	PRE-030 - ARKAY ECONOMY SERIES STAINLESS STEEL DARKHOUSE SINKS	No Date	2/2/2024
	90% CD Set	PRE-031 - A103 PARTIAL PLAN LABORATORY CASEWORK AND MARKUPS	No Date	2/2/2024
	100% CD	PRE-032 - SHEET A420 ENLARGED VIEW LOCKER ROOMS	2/15/2024	2/12/2024
	90% CD Set	PRE-037 - SPEC 323113 CHAIN LINK FENCE	No Date	2/12/2024
	100% CD	PRE-038 - SHEET A101 BUILDING PLAN LEVEL 1	2/15/2024	2/12/2024
	100% CD	PRE-038 - SHEET A416 ENLARGED VIEWS, STORAGES, STRAY KENNEL	2/15/2024	2/12/2024
		ADDITIONAL PRECONSTRUCTION RFI RESPONSES		
		PRE-001 C-100 Monitoring Well	1/23/2024	1/26/2024

Sheet Name	Version	Description	Date Issued	Date Received
		PRE-002 Concrete Strip Section Detail	1/23/2024	1/26/2024
		PRE-005 6" Concrete pavement reinforcement details missing	1/23/2024	1/26/2024
		PRE-006 Sod clarification around retention ponds and west side of the property	1/26/2024	1/26/2024
		PRE-009 Intumescent Fireproofing locations	1/23/2024	1/26/2024
		PRE-010 Clarify FG2.1 on Sheet ID-200 is WP-02 Concrete Sealer only. C	1/23/2024	1/26/2024
		PRE-011 P100 Parking Area - Conflict between G006 and ID213	1/23/2024	1/26/2024
		PRE-012 Mechanical room 105,205, 305 - Conflict between G006 G007 and ID 210, 211 & 212	1/23/2024	1/26/2024
		PRE-013 Garage Firing Range 1st Floor Finish - Conflict between G006 and ID213	1/23/2024	1/26/2024
		PRE-014 Sally Port and Exam Bay Flooring Finish Clarification - Conflict between G006 and ID 210	1/23/2024	1/26/2024
		PRE-015 Stray Kennel 195 Floor Finish Clarification - Conflict between G006 and ID 210	1/23/2024	1/26/2024
		PRE-016 Photoluminescent Egress Systems Location	1/23/2024	1/26/2024
		PRE-018 Heavy Duty Shelving - FF&E	1/23/2024	1/26/2024
		PRE-019 Outdoor Wellness Athletic Flooring	1/23/2024	1/26/2024
		PRE-020 Appliances	1/24/2024	1/27/2024
		PRE-025 Electrical - Use of MC Cable	1/30/2024	2/6/2024
		PRE-026 Low Voltage - CCTV Equipment Model Numbers	1/30/2024	2/6/2024
		PRE-027 HVAC Instrumentation & Controls - Request to add Distech Controls to list of acceptable manufacturers	1/30/2024	2/6/2024
		PRE-028 Monument Plaque	1/30/2024	2/6/2024
		PRE-029 Metal Laboratory Casework	1/31/2024	2/7/2024
		PRE-033 RM 187 - Bath Accessories	2/2/2024	2/9/2024
		PRE-034 Low Voltage - Category 6 versus 6A Copper Cable Clarification	2/2/2024	2/9/2024
		PRE-035 Bathroom Showers RM 174, 208,363,365	2/2/2024	2/9/2024
		PRE-039 EXT08 - Fire Arms Entrance Super graphic	2/9/2024	2/16/2024
		PRE-040 EXT07 - EV Car Charging Stencil.	2/12/2024	2/19/2024
		PRE-041 Stamped Concrete at Police Memorial	2/12/2024	2/19/2024
		PRE-042 Polished Concrete vs. Sealed Concrete	2/12/2024	2/19/2024
		PRE-043 Electrical - Generator Sub Base Tank Capacity (gallons)	2/12/2024	2/19/2024
		PRE-044 EIFS at Garage Firing Range Area	2/12/2024	2/19/2024
		PRE-045 Electrical - Use of EMT in lieu of Rigid/IMC conduit	2/13/2024	2/20/2024
		PRE-047 Low Voltage - Acceptable Manufacturers (Sections 281300 Access Control & 282300 CCTV)	2/14/2024	2/21/2024
		PRE-048 Corridor - Flooring Finish Clarification - Conflict on sheet ID 210	2/15/2024	2/22/2024
		PRE-049 Waterproofing Over Aluminum Canopies	2/15/2024	2/22/2024
		PRE-050 Exterior Bridge Flooring Finish Clarification: Conflict between Sheets G006 & A102	2/15/2024	2/22/2024
		PRE-051 Lockers Room 230 & 231 - Bottom Drawer & Bench	2/15/2024	2/19/2024
		PRE-052 Parking Garage - Firing Range Overhead Door	2/15/2024	2/22/2024
		PRE-053 Locker in RM 115, 167, 340, 346, 348 - Need Specification	2/15/2024	2/19/2024
		PRE-054 Rough Opening Flashing Product Confirmation	2/15/2024	2/22/2024
		PRE-055 Waterproofing Product Clarification - Conflict on sheet G006 & A641	2/15/2024	2/22/2024
		PRE-056 Glass Spec	2/16/2024	2/19/2024



Sheet Name	Version	Description	Date Issued	Date Received
		PRE-057 Window Clarification Required	2/16/2024	2/19/2024
		PRE-058 Fire Protection - Fire Pump Sizing & Electrical Requirement	2/16/2024	2/23/2024
		PRE-059 Proposed Lake Soil Conditions	2/16/2024	2/23/2024
		PRE-060 Elevation of lake on south side	2/16/2024	2/23/2024
		PRE-061 Interior Aluminum Plate Column Covers at Level 2 Patrol Room	2/17/2024	2/24/2024
		PRE-062 Bridge Roof Clarification	2/19/2024	2/26/2024
		PRE-063 Electrical - Lighting	2/19/2024	2/26/2024
		PRE-064 Electrical - Use of 1/2" EMT in walls and Ceilings / 3/4" Conduit for Home Runs	2/20/2024	2/27/2024
		PRE-065 Mudroom 194 - Ceiling Mounted Curtain Track	2/20/2024	2/27/2024
		PRE-066 Technology - UPS Requirements	2/21/2024	2/29/2024
		PRE-067 Low Voltage - Audio Visual Design Questions	2/21/2024	2/28/2024
		PRE-068 Security - Intrusion Devices	2/27/2024	3/5/2024
		PRE-069 Plumbing - Vacuum System	2/28/2024	3/6/2024
		PRE-070 Glass Specified Interlayer	3/5/2024	3/7/2024
		PRE-071 Glass Low E coating compatibility	3/5/2024	3/7/2024
		PRE-072 Operable Partition STC Rating 52 or 56	3/12/2024	3/19/2024
		PRE-073 Technology - DAS System(s) Clarification	3/15/2024	3/22/2024
		PRE-074 Fire Protection Pre-Action - Server Rooms	4/8/2024	4/15/2024
		PRE-075 Fire Protection Pre-Action - Evidence Rooms	4/8/2024	4/15/2024

EXHIBIT E

AUTHORIZATION FOR CONSTRUCTION

Pursuant to the Agreement between the City of Hollywood and Moss and associates LLC ("Construction Manager"), for the construction of **New Police Headquarters**, the City of Hollywood and the Construction Manager hereby execute the **Authorization** and further agree as set forth below.

[Optional: Whereas, the Project is being performed in phases as permitted by the Contract for Construction; and Whereas, the City of Hollywood desires to authorize Construction Manager to commence the [] phase of the project.]

1. Construction Manager shall commence the Work within ten (10) calendar days after the date indicated on the Notice to Proceed. The date of the Substantial Completion for the Project shall be: **July 24, 2026**
2. The date of the Final Completion for the Project shall be ninety (90) days after the date of Substantial Completion.
3. The construction Manager's Guaranteed Maximum Price ("GMP") proposal dated April 17, 2024
4. The Construction Manager shall award Trade Contracts representing ninety percent (90%) or more of the Cost of the Work within **ninety (90)** days of issuance of the Notice to Proceed for Construction Services.

Item	Amount
Direct Construction Cost of the Work	\$67,361,964
Insurances **(Includes SDI, CCIP, and Bond)	\$ 2,940,718
Construction Contingency	\$ 2,020,859
General Conditions Cost	\$ 5,923,865
Construction Phase Fee	\$ 3,189,896
Owners Contingency	\$ 1,500,000
Guaranteed Maximum Price	\$ 82,937,302

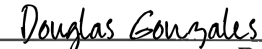
APPROVED AS TO FORM.

Submitted:

DocuSigned by:

 C069F87040BD40B...
 Jose Cortes for
 Nicole Heran
 Deputy Director, Department of Design &
 Construction Management

Approved:

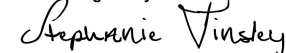
DocuSigned by:

 31026A9647F142A...
 Douglas R. Gonzales
 City Attorney

Recommended:

DocuSigned by:

 C069F87040BD40B...
 Jose Cortes
 Director, Department of Design &
 Construction Management

Approved:

DocuSigned by:

 A5200B173E98424...
 Stephanie Tinsley
 Director, Department of Financial Services

Approved:

DocuSigned by:

 E3E5798FD4A34FA...
 Josh Levy
 Mayor

Attest:

DocuSigned by:

 784415EE2C0C47E...
 Patricia A. Cerny, MMC
 City Clerk

Accepted:


 Travis Serpas, Vice President
 Moss and Associates, LLC

Distribution:
 1 Original to Construction Manager
 1 Original to DCM Project File
 Cc: Senior Accountant
Account No.:

Note to Construction Manager: Please Sign All Originals and Return to the Department of Design & Construction Management

EXHIBIT F

CONSTRUCTION MANGER AT RISK PROJECT TEAM

[Insert CMAR's project team, name, project organization chart, and individual qualifications]

DS
GG

DS
KA

Exhibit F



In association with:



EXECUTIVE SUPPORT

BRETT ATKINSON
President, South FL

TRAVIS SERPAS
Sr. VP, South FL

PRECON OPERATIONS

BRETT PORAK
Director of Precon

LILI
Precon Chief

HOLLY LOEFFLER
Project Executive



PATRICK DELATOUR
Sr. Project Manager



JOSH DRYER
Project Manager



TBD
Assistant Project Manager

TBD
Project Engineer

ANDY MCCRIGHT
General Superintendent



JON MOGOLLON
Superintendent



TBD
Superintendent

TBD
Assistant Superintendent

TBD
Field Engineer

TBD
Site Safety Representative

OPERATIONS SUPPORT

SCHEDULING

VOC / BIM

SAFETY

ACCOUNTING



EDUCATION AND AFFILIATIONS

University of Florida, Master of Science in Building Construction

University of Miami, Bachelor of Architecture

LICENSES AND REGISTRATIONS

Certified General Contractor, FL (CGC1512130)

US Green Building Council, LEED Accredited Professional

OSHA 30

Associated Builders and Contractors (ABC), Florida East Coast Chapter, Member

Construction Association of South Florida (CASF), Member

YEARS EXPERIENCE

23 Years

GARRETT GREEN

OPERATIONS MANAGER, LEED AP, CGC

RESPONSIBILITIES AND EXPERIENCE

As Operations Manager, Garrett is your primary point of contact who works closely with all project parties to ensure the overall success of a project during the preconstruction, construction and phases. **Garrett oversees all items related to construction operations, including staffing assignments, project plan development, cost and schedule analysis, as well as owner and trade contractor negotiations.**

Garrett's diverse project experience includes criminal justice, government facilities, parking garages, multi-family, hospitality, education, and senior living facilities. Having spent the majority of his career in South Florida he has established relationships with local trade contractors and government agencies and is a valuable team member for this project.

PROJECT EXPERIENCE

Fort Lauderdale Police Headquarters
Fort Lauderdale, FL | 191,000 SF | \$120 Million

Palm Beach County Jail, Courts, and Admin Expansion
Belle Glade, FL | 1,000,000 SF | \$129 Million

Marion County Jail Expansion and Renovation, Pod A-E
Ocala, FL | 205,000 SF | \$38 Million

West County Courthouse Addition & Renovation
Belle Glade, FL | 43,700 SF | \$14 Million

Marion County 911 Communications Center
Ocala, FL | 14,244 SF | \$5 Million

Broward County Everglades Fire Rescue Station
Fort Lauderdale, FL | 7,142 SF | \$5 Million

Broward County Hazmat/TRT/Special Operations Fire Station
Fort Lauderdale, FL | 16,727 SF | \$8 Million

SBBC, Apollo Middle School Modernization
Hollywood, FL | 41,086 SF | \$14 Million

SBBC, Boulevard Heights Elementary School Renovation
Hollywood, FL | 18,484 SF | \$9 Million

Memorial Hospital Pediatric Oncology
Hollywood, FL | 17,000 SF

RIVR Lofts
Fort Lauderdale, FL | 499,905 SF | \$87 Million

Miami Dolphins Training Facility
Miami Gardens, FL | 250,000 SF | \$116 Million



FT. LAUDERDALE POLICE HEADQUARTERS



PALM BEACH COUNTY JAIL, COURTS, ADMIN



HOLLY LOEFFLER

PROJECT EXECUTIVE

RESPONSIBILITIES AND EXPERIENCE

As a Project Executive, Holly is responsible for overseeing the construction operations of projects. She works closely with the project staff to ensure the overall success of the project during preconstruction, construction, and closeout phases.

Holly has 12 years of construction experience managing a diversity of projects. **She is skilled in preconstruction, negotiation, budgeting, value engineering, and strategic planning.** Holly also has a strong commitment to mentorship, working with non-profit organizations and has led an employee resource group whose focus is on identifying and developing talent in young professionals. She is a Broward County resident and has spent her career in South Florida, bringing with her strong, local relationships.

PROJECT EXPERIENCE

Federal Office Building - FBI
Miramar, FL | Confidential

Fort Lauderdale New Concourse A & Terminal 1 Renovation
Fort Lauderdale, FL | 399,661 SF |
\$286 Million

Brightline Fort Lauderdale Station
Fort Lauderdale, FL | 60,000 SF |
Confidential

Brightline West Palm Beach Station
West Palm Beach, FL | 60,000 SF |
Confidential

RIVR Lofts
Fort Lauderdale, FL | 499,905 SF |
\$87 Million

RIVA
Fort Lauderdale, FL | 561,458 SF |
\$82 Million

Adagio Fort Lauderdale Beach
Fort Lauderdale, FL | 185,000 SF |
\$38 Million

The Six 13
Fort Lauderdale, FL | 222,257 SF |
\$27 Million

Aura Delray Beach
Delray Beach, FL | 383,000 SF |
\$64 Million

The Bohemian
Lake Worth, FL | 301,213 SF |
\$33 Million

The Mid
Lake Worth, FL | 239,580 SF |
\$31 Million

EDUCATION AND AFFILIATIONS

University of Florida, Bachelor of Science in Civil Engineering; Minor in Business Administration

LICENSES AND REGISTRATIONS

OSHA 10

EIT Certified, National Council of Examiners for Engineering and Surveying

Associated Builders and Contractors (ABC), Florida East Coast Chapter, Chair of the Legislative Committee and Board Member

Construction Association of South Florida (CASF), Member

YEARS EXPERIENCE

12 Years





JOSH DRYER

PROJECT MANAGER

RESPONSIBILITIES AND EXPERIENCE

As Project Manager, Josh is responsible for overseeing construction projects from preconstruction to closeout. He works closely with project staff to ensure the success and timely delivery of the project. His duties include project management, development and implementation of the schedule and logistics plan, cost, quality, and safety controls, contract administration, and owner and trade contractor negotiations.

Josh has more than eight years of experience in the construction industry, all of which are with Moss. He has worked on South Florida multi-family and transportation projects. **He maintains Moss' quality and workmanship standards, while adhering to the client's budget and project schedule.** His expertise in construction management is evident in his detailed communications with stakeholders.

EDUCATION AND AFFILIATIONS

University of Cincinnati, Bachelor of Science in Civil Engineering

LICENSES AND REGISTRATIONS

OSHA 30

Associated Builders and Contractors, Florida East Coast Chapter (ABC), Member

Construction Association of South Florida (CASF), Member

YEARS EXPERIENCE

8 Years

PROJECT EXPERIENCE

Brightline Fort Lauderdale Station

Fort Lauderdale, FL | 60,000 SF | Confidential

Fort Lauderdale New Concourse A & Terminal 1 Renovation

Fort Lauderdale, FL | 399,661 SF | \$286 Million

575 Rosemary Apartments

West Palm Beach, FL | 498,260 SF | Confidential

Maizon at Brickell

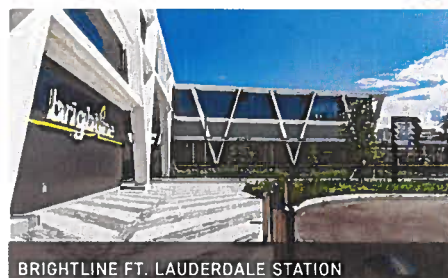
Miami, FL | 403,479 SF | \$56 Million

The Bohemian

Lake Worth, FL | 301,213 SF | \$33 Million

The Mid

Lake Worth, FL | 239,580 SF | \$31 Million



BRIGHTLINE FT. LAUDERDALE STATION



FLL TERMINAL 1



ANDY MCCRIGHT

GENERAL SUPERINTENDENT

RESPONSIBILITIES AND EXPERIENCE

As a General Superintendent, Andy is responsible for supervising all of the work that our firm places in the field, including that of our trade contractors. Additional duties include managing all site quality and safety issues, on-site schedule management, staging and logistics planning, trade contractor coordination, and jobsite record-keeping. In general, our superintendents have the authority to speak and make field-level decisions for our firm.

Andy has 33 years of construction experience and has worked on a variety of project types including hospitality, multi-family, education, transportation, and government facilities. **He has a proven track record of delivering exceptional quality projects and delighting owners and stakeholders.**

PROJECT EXPERIENCE

Fort Lauderdale Police Headquarters

Fort Lauderdale, FL | 191,000 SF | \$120 Million

Brightline Fort Lauderdale Station

Fort Lauderdale, FL | 60,000 SF | Confidential

GSA U.S. Citizenship and Immigration Service Center - Oakland Park

Oakland Park, FL | 109,000 SF | \$15 Million

GSA U.S. Citizenship and Immigration Service Center - Central Miami

Miami, FL | 132,009 SF | \$21 Million

Orion Jet Center FBO Terminal & Hangars

Opa Locka, FL | 117,173 SF | \$25 Million

FIU Parkview Hall Phase II

Miami, FL | 300,000 SF | \$71 Million

NSU, Guy Harvey Oceanographic Center

Hollywood, FL | 87,000 SF | \$43 Million

RIVR Lofts

Fort Lauderdale, FL | 499,905 SF | \$87 Million

RIVA

Fort Lauderdale, FL | 561,458 SF | \$82 Million

4 West Las Olas

Fort Lauderdale, FL | 311,999 SF | \$59 Million

Adagio Fort Lauderdale Beach

Fort Lauderdale, FL | 185,000 SF | \$38 Million

EDUCATION AND AFFILIATIONS

Florida International University,
Bachelor of Science in Civil
Engineering

LICENSES AND REGISTRATIONS

OSHA 500

OSHA 30

Associated Builders and
Contractors, Florida East Coast
Chapter (ABC), Member

Construction Association of South
Florida (CASF), Member

YEARS EXPERIENCE

33 Years



FORT LAUDERDALE POLICE HEADQUARTERS



GSA U.S. CITIZENSHIP & IMMIGRATION CENTER



JONATHAN MOGOLLON

SUPERINTENDENT

RESPONSIBILITIES AND EXPERIENCE

As Superintendent, Jonathan works closely with Andy and is responsible for supervising all of the work that our firm places in the field, including that of our trade contractors. He is responsible for managing all site quality and safety issues, on-site schedule management, staging and logistics planning, trade contractor coordination, jobsite record keeping, and self-performed work. In general, our Superintendents have the authority to speak and make decisions for the firm.

With 23 years of experience, and 13 years with Moss, Jonathan brings established, quality relationships with trade contractors to your project. He has worked on high-profile transportation, education and multi-family projects in Fort Lauderdale and throughout the South Florida region.

PROJECT EXPERIENCE

NSU, Guy Harvey Oceanographic Center
Hollywood, FL | 87,000 SF | \$43 Million

Brightline Fort Lauderdale Station
Fort Lauderdale, FL | 60,000 SF |
Confidential

Brightline West Palm Beach Station
West Palm Beach, FL | 60,000 SF |
Confidential

Adagio Fort Lauderdale Beach
Fort Lauderdale, FL | 185,000 SF |
\$38 Million

FIU Tamiami Hall
Miami, FL | 300,000 SF | \$71 Million

FIU Parkview Hall & Parking Garage
Miami, FL | 259,771 SF | \$40 Million

Orion Jet Center FBO Terminal & Hangars
Opa Locka, FL | 117,173 SF | \$25 Million

Divine Savior Academy
Doral, FL | 86,900 SF | \$15 Million

5300 Paseo Condominium
Doral, FL | 285,614 SF | \$40 Million

Residence Inn by Marriott
West Palm Beach, FL | 107,966 SF |
\$21 Million

EDUCATION AND AFFILIATIONS

Universidad Autonoma de Nuevo
Leon, Mexico

YEARS EXPERIENCE

23 Years

LICENSES AND REGISTRATIONS

Associated Builders and
Contractors (ABC), Florida East
Coast Chapter, Member

Construction Association of South
Florida (CASF), Member



NSU, GUY HARVEY OCEANOGRAPHIC CENTER



BRIGHTLINE FT. LAUDERDALE STATION

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RAFAEL TINEO

DIRECTOR OF ENVIRONMENTAL HEALTH & SAFETY

RESPONSIBILITIES AND EXPERIENCE

Rafael serves as the Director of Environmental Health & Safety and is responsible for overseeing Moss' safety, health, and environmental program at the project level. **He conducts health, safety, and environmental reviews on our projects to ensure compliance with company and government-regulated standards.** Rafael works with project teams to implement appropriate loss control and reduction activities to prevent occupational injury/illness-related losses.

With 26 years of experience in the construction industry, Rafael is an experienced safety professional. He focuses on the development and delivery of mandated safety and quality assurance programs across multiple disciplines. As an energetic, hands-on professional, he collaborates with management and site construction teams to provide specific programs that ensure the safety and health of all workers.

EDUCATION AND AFFILIATIONS

Columbia Southern University,
Masters of Science in
Occupational Health and Safety

Wentworth Institute of
Technology, Bachelor of Science
in Construction Management

LICENSES AND REGISTRATIONS

OSHA 502

OSHA 500

OSHA 30

CPR/First Aid Certified

Associated Builders and
Contractors (ABC), Florida East
Coast Chapter, Member

Construction Association of South
Florida (CASF), Member

YEARS EXPERIENCE

26 Years

PROJECT EXPERIENCE

Fort Lauderdale Police Headquarters
Fort Lauderdale, FL | 191,000 SF
\$120 Million

**GSA U.S. Citizenship and Immigration
Service Center - Oakland Park**
Oakland Park, FL | 109,000 SF |
\$15 Million

**Broward County Airport/Seaport/EMS
Fire Station/Logistical Warehouse #1**
Fort Lauderdale, FL | 182,663 SF |
\$13 Million

**Broward County West Park/Pembroke
Park Fire Station #27**
West Park, FL | 11,601 SF | \$6 Million

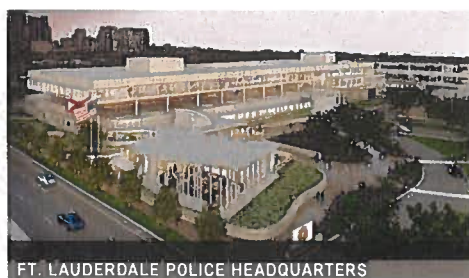
NSU, Guy Harvey Oceanographic Center
Hollywood, FL | 87,000 SF | \$43 Million

**Port Everglades Southport Turning Notch
Expansion and Southport Crane Rail
Infrastructure Improvements**
Hollywood, FL | \$458 Million

**Fort Lauderdale New Concourse A &
Terminal 1 Renovation**
Fort Lauderdale, FL | 399,661 SF |
\$286 Million

**SBBC, Apollo Middle School
Modernization**
Hollywood, FL | 41,086 SF | \$14 Million

**SBBC, Boulevard Heights Elementary
School Renovation**
Hollywood, FL | 18,484 SF | \$9 Million



FT. LAUDERDALE POLICE HEADQUARTERS



BROWARD COUNTY WEST PARK FIRE STATION



JUAN AGUERREVERE

VDC SENIOR PROJECT MANAGER

RESPONSIBILITIES AND EXPERIENCE

As a VDC Senior Project Manager for Moss, Juan is responsible for analyzing the BIM requirements of the project and implementing an execution plan. He collaborates weekly with owners, architects, engineers, subcontractors, and the Moss project team to ensure the BIM model is comprehensive and includes all construction systems and building components for coordination and constructability. He contributes to and oversees, the development of cost-effective constructible models.

Juan has worked on many types of projects ranging from multi-unit buildings to government facilities during his nine years at Moss. **He creates detailed 3D models for decision-making, which is essential for most projects, given their high level of complexity.** Clash detection is used to identify and resolve conflicts should they arise before the start of construction. Juan has advanced proficiency in BIM, Autodesk®, Revit®, Navisworks®, AutoCAD®, 3D Planner, Procore, and OpenSpace.

EDUCATION AND AFFILIATIONS

Florida International University,
Bachelor of Science in
Construction Management

Florida International University,
Bachelor of Arts in Business
Administration; Minor in
International Business

Miami Dade College, Associate of
Art in Business Administration

LICENSES AND REGISTRATIONS

Autodesk® University

Associated Builders and
Contractors (ABC), Florida East
Coast Chapter, Member

Construction Association of South
Florida (CASF), Member

YEARS EXPERIENCE

21 Years

PROJECT EXPERIENCE

Brightline Fort Lauderdale Station

Fort Lauderdale, FL | 60,000 SF |
Confidential

Brightline West Palm Beach Station

West Palm Beach, FL | 60,000 SF |
Confidential

Pinellas County Jail Upgrade

Clearwater, FL | 138,998 SF |
\$77 Million

VOX Miami Student Housing

South Miami, FL | 193,250 SF |
\$36 Million

Clemson Genetics Center

Greenwood, SC | 17,000 SF | \$6 Million

FIU Wellness & Recreation Center

Miami, FL | 67,000 SF | \$21 Million

Auberge Beach Residences & Spa

Fort Lauderdale, FL | 1,036,301 SF |
\$184 Million

RIVA

Fort Lauderdale, FL | 561,458 SF |
\$82 Million

4 West Las Olas

Fort Lauderdale, FL | 311,999 SF |
\$59 Million

Adagio Fort Lauderdale Beach

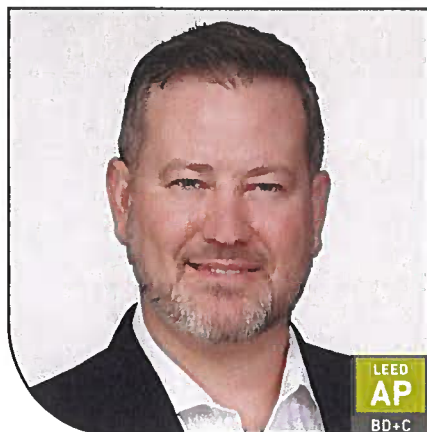
Fort Lauderdale, FL | 185,000 SF |
\$38 Million



BRIGHTLINE FT. LAUDERDALE STATION



PINELLAS COUNTY JAIL UPGRADE



EDUCATION AND AFFILIATIONS

Florida Atlantic University, Master of Business Administration in Business

University of Florida, Bachelor of Science in Building Construction

LICENSES AND REGISTRATIONS

LEED AP BD+C

Associated Builders and Contractors (ABC), Florida East Coast Chapter, Member

Construction Association of South Florida (CASF), Member

YEARS EXPERIENCE

25 Years

BRETT PORAK

VP, PRECONSTRUCTION

RESPONSIBILITIES AND EXPERIENCE

As Vice President, Preconstruction, Brett is responsible for overseeing all aspects associated with budget management during the preconstruction phase of a project. His duties include oversight of the conceptual and detailed estimating, in-house take-offs, documentation and scope review, value analysis, trade contractor prequalification and solicitation, and comparison and cost model reporting.

Brett has 25 years of construction industry experience, the last 12 years with Moss. **He is an expert in providing cost estimating management for projects with tough logistical constraints.** Brett's diverse experience —concentrated in South Florida— includes mixed-use, multi-family, healthcare, education, retail, government, office, hospitality, and resort facilities.

PROJECT EXPERIENCE

Fort Lauderdale Police Headquarters

Fort Lauderdale, FL | 191,000 SF | \$120 Million

Fort Lauderdale New Concourse A & Terminal 1 Renovation

Fort Lauderdale, FL | 339,661 SF | \$286 Million

Port Everglades Southport Turning Notch Expansion and Southport Crane Rail Infrastructure Improvements

Hollywood, FL | \$458 Million

Port Everglades Terminal 25 Expansion

Hollywood, FL | 157,800 SF | \$97 Million

Port Everglades Terminal Improvements 2 19 21 26

Fort Lauderdale, FL | 357,000 SF | \$55 Million

NSU, Guy Harvey Oceanographic Center

Hollywood, FL | 87,000 SF | \$43 Million

Seminole Tribe of Florida - Hollywood

Hollywood, FL | \$2 Million

Brightline Fort Lauderdale Station

Fort Lauderdale, FL | 60,000 SF | Confidential

Brightline West Palm Beach Station

West Palm Beach, FL | 60,000 SF | Confidential

South Florida Water Management District - Environmental Services Laboratory Building

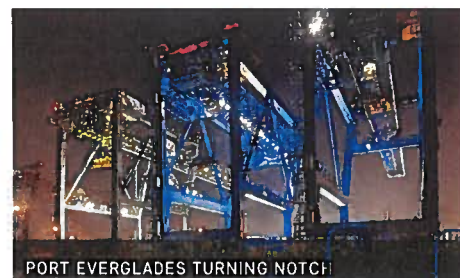
West Palm Beach, FL | \$8 Million

Miami Dolphins Training Facility

Miami Gardens, FL | 250,000 SF | \$116 Million



FT. LAUDERDALE POLICE STATION HQ



PORT EVERGLADES TURNING NOTCH



LI LI

ESTIMATOR

RESPONSIBILITIES AND EXPERIENCE

As Preconstruction Chief, Li is responsible for managing and coordinating all aspects associated with budget management during the preconstruction phase of a project. Her duties include conceptual and detailed estimating, in house take-offs, documentation and scope review, value analysis, subcontractor prequalification and solicitation, and comparison and cost model reporting.

Li has 34 years of construction industry experience, the last 18 with Moss. **She is considered an expert in providing cost estimating management for large, technically challenging projects including government projects and scientific laboratories.** Her knowledge and relationships with various local governing agencies and trade contractors provide great value.

PROJECT EXPERIENCE

Fort Lauderdale Police Headquarters
Fort Lauderdale, FL | 191,000 SF
\$120 Million

**City of Lauderhill Municipal Complex
Phases 1 & 2**
Lauderhill, FL | 41,290 SF | \$13 Million

**GSA U.S. Citizenship and Immigration
Service Center - Central Miami**
Miami, FL | 132,009 SF | \$21 Million

**GSA U.S. Citizenship and Immigration
Service Center - Hialeah**
Hialeah, FL | 45,542 SF | \$13 Million

**GSA U.S. Citizenship and Immigration
Service Center - Oakland Park**
Oakland Park, FL | 109,000 SF |
\$15 Million

NSU, Guy Harvey Oceanographic Center
Hollywood, FL | 87,000 SF | \$43 Million

Seminole Tribe of Florida - Hollywood
Hollywood, FL | \$2 Million

**Fort Lauderdale New Concourse A &
Terminal 1 Renovation**
Fort Lauderdale, FL | 399,661 SF |
\$286 Million

**Marion County Judicial Center
Expansion**
Ocala, FL | 158,038 SF | \$35 Million

Brightline Fort Lauderdale Station
Fort Lauderdale, FL | 60,000 SF |
Confidential

EDUCATION AND AFFILIATIONS

University of Florida, Master of
Science in Building Construction

Huazhong University of Science &
Technology, Bachelor of Science
in Civil Engineering

LICENSES AND REGISTRATIONS

LEED AP

Associated Builders and
Contractors (ABC), Florida East
Coast Chapter, Member

Construction Association of South
Florida (CASF), Member

YEARS EXPERIENCE

34 Years



DS



PATRICK DELATOUR

SENIOR PROJECT MANAGER

RESPONSIBILITIES AND EXPERIENCE

As Sr. Project Manager, Patrick is the primary on-site administrative leader who works closely with the team to ensure the overall success of the project during the preconstruction, construction, and closeout phases. In his role, he oversees day-to-day contract administration; enforces implementation of safety programs; and develops, monitors, and updates project schedules and costs to ensure overall compliance with approved budgets.

Throughout his 34 years of experience in the industry, Patrick has managed the construction of projects in several sectors including government, multi-family residential, education, office, mixed-use, and medical. **In addition to his diverse portfolio of project experience, he has extensive knowledge of LEED and sustainable building techniques.**

PROJECT EXPERIENCE

North Dade Government Center Office Building

Miami, FL | 15,500 SF

NSU, Guy Harvey Oceanographic Center

Hollywood, FL | 87,000 SF | \$43 Million

South Florida Water Management District - Environmental Services Laboratory Building

West Palm Beach, FL | 130,000 SF | \$8 Million

UM, Marine Technology And Life Sciences Seawater Research Building

Miami, FL | 86,000 SF

UM, Biomedical Research Building

Miami, FL | 178,263 SF | \$72 Million

UM, Central Energy & Chilled Water Plant & Parking Garage

Miami, FL | 551,000 SF | \$68 Million

Ryland Group Headquarters

Columbia, MD | 107,500 SF

Alina Condominium Phase 2

Boca Raton, FL | 835,000 SF | \$249 Million

575 Rosemary Apartments

West Palm Beach, FL | 498,260 SF | \$132 Million

700 Eleventh Street

Washington, DC | 500,000 SF

EDUCATION AND AFFILIATIONS

University of Florida, Bachelor of Science in Building Construction

LICENSES AND REGISTRATIONS

Certified Florida General Contractor

Associated Builders and Contractors (ABC), Florida East Coast Chapter, Member

Construction Association of South Florida (CASF), Member

YEARS EXPERIENCE

34 Years



NSU GUY HARVEY OCEANOGRAPHIC CENTER



ALINA CONDOMINIUM PHASE 2

DS

DS

EXHIBIT G

CONSTRUCTION MANAGED AT RISK –QUALIFICATIONS AND CLARIFICATIONS

[Insert Qualifications, and Clarifications]

Hollywood Police Headquarters
Hollywood, Florida



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Assumptions & Clarifications

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The intent of these Qualifications and Assumptions is to provide a supplemental scope and cost control guide. They are also included to further the Owner's understanding of what is included in the scope of this project based on Moss & Associates interpretation of the project's intent.

General Clarifications

1. Moss has assumed that all permits, impact fees, and assessments will be paid for by the Owner and therefore are not included in this proposal.
2. Moss does not include the removal, abatement, and disposal of any hazardous and/or contaminated materials outside of the Soil Management Plan. All environmental testing and determinations regarding contaminated materials is considered to be the responsibility of the Owner's environmental engineering consultant.
3. The Contract Sum and GMP does not include any sum for changes in laws, taxes, tariffs or other similar charges that are not in effect as of the date of this Agreement. Any increased costs or delays that may be incurred as a result of changes in such laws, taxes, tariffs or similar charges. In addition, if the impact of changes in laws, taxes, tariffs or other similar charges, results in delays, the Contractor/Construction Manager will be entitled to a commensurate extension of the Contract Time and adjustment to the Contract Sum/GMP to accommodate for same.
4. Moss has not included the costs associated with a dedicated full time, on-site threshold inspector to perform all inspections. However; Moss's construction schedule timeline is contingent upon having a threshold inspector as required on-site for the duration of the construction of the building structure.

CMAR assumes Building and Garage components can also have Notices of Acceptance, Florida Building Code product approval, and/or rational analysis as needed for Code compliance.

5. The Cost of Work is based on use of all Open Shop trade labor. No labor agreements or restrictions are included. Prevailing wage rates, small business, minority owned business or other restrictions have been excluded.
6. The following items are assumed to be by Owner, and we are currently excluding them in our price; however, we can support in management of any of the following items upon request.
 - a. Temporary Utilities: This includes but is not limited to
 - i. Water meter and usage
 - ii. Sewer usage
 - iii. Electrical provisions, meter, transformer, and usage charges
 - b. Permanent Utility Meter/Usage/ Connection Fees
 - i. Cost to furnish and install transformers and associated feeders by FP&L for permanent power services. Moss will install feeder primary conduits supplied by FPL to existing FPL Power Pole as shown on Plan E020.
 - ii. Cost for Internet and cable provider provisions to the property inclusive of their cabinet requirements. Construction Manager to install ductbanks to Handhole LVHH-8 as indicated on Plan T010.

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- c. Design Fees
- d. Third party & Agency Testing / Inspections
- e. Threshold or special inspection fees; re-inspections to be by CMAR as required by Contract Documents.
- f. Exterior envelope, insulation, roofing, waterproofing, and mold consultants are all by owner where required.
- g. Commissioning agents, testing, and reporting
- h. DERM fees or processing fees associated with the Civil Submission
- i. Water and Sewer permitting/usage fees associated with the Civil Submission (Certifications are included)
- j. Any Surveys/Soil Borings, Testing & Report/Materials testing. As-Built Surveys to be provided by CMAR.
- k. Demucking
- l. Environmental Studies
- m. Geotechnical investigation
- n. CMAR will provide irrigation coverage heads in the Right of Way as indicated in the Irrigation Plan, however, upgrades for the existing irrigation in the Existing Road Islands or for the existing Golf Course are excluded.
- o. Right-of-way permits and associated fees
- p. Leasing/easements and associated surveying
- q. Road or Sidewalk Usage Fees
- r. Unforeseen Conditions / Site Remediation
- s. Testing/Excavation and disposal of any contaminated, and unsuitable materials other than indicated in the Soil Management Plan.
- t. Hazardous Materials Inspections /Testing
- u. Air quality monitoring
- v. Radon Testing and or Mitigation
- w. Contaminated Groundwater Handling / Abatement
- x. Hazardous Materials Handling / Abatement
- y. The FDEP (Florida Department of Environmental Protection) Army Corps. Of Engineers, and the FWMD (Florida Water Management District) and any other environmental permits (dewatering, ERP, wells, etc.) are to be secured by owner. The cost of any fees is excluded from this Contract Sum. CMAR will acquire NPDES Permit.
- z. The SWPPP (Storm Water Pollution Prevention Plan) associated with the NPDES permits shall be developed by owner. The cost of any fees is excluded from this Contract Sum.
- aa. The cost of third party inspections performed under an NPDES permit is excluded from this Contract Sum. It assumed the maintenance logs maintained at the site will be sufficient.
- bb. DOT permits are excluded and shall be furnished by Owner.
- cc. DERM Permit fees are excluded and shall be furnished by Owner.
- dd. Property survey and description
 - i. This GMP includes final survey, civil as-builts, and elevation certificates
- ee. FF&E, including installation or unloading. This includes but is not limited to the items listed below:
 - i. Desks and other moveable furniture items.
 - ii. Owner and/or Architect trailers/furniture/computers
 - iii. Mop & Broom Holders / Housekeeping Carts

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- iv. Floor Machines – Scrubbers, Buffers, Vacuum, etc.
 - v. Cafeteria Kitchen Equipment/Fitness Equipment
 - vi. Residential Appliance (Microwave, Refrigerators, Coffee Makers, Free Standing Ice Makers, Washing Machine & Dryers)
 - vii. Athletic Equipment: new and relocation from Existing, etc.
 - viii. Warm Kitchen Freezer and Refrigerator
 - ix. Other Low Voltage - Owner Provided Equipment, Credentials-Cards, Cell DAS, TVs, Electronic Access Control Servers & Software, Servers & Equipment
 - x. Heavy Duty Storage Shelving / Utility Shelving that is not included in high density shelving allowance.
 - xi. Ammunition containment / armory equipment
 - xii. Kennel Cages
 - xiii. Bicycle Storage in Garage
 - xiv. Detention Equipment not listed on Plan A904.
 - xv. Cold Storage Environmental Chamber
 - xvi. Fume Hoods and Lab Equipment/Fume Hood Base Steel Cabinets & Countertop
 - xvii. Waste Receptacles
 - ff. Owner 'soft costs'
 - gg. Police Officer for off-duty project site security or traffic control unless required in a specific MOT.
 - hh. Owner Marketing Signage
 - ii. Site Security Guard
 - jj. Badging, fingerprinting, or other security measures that may arise from building a government building.
 - kk. Relocation from Existing Headquarters
 - ll. Security barriers not explicitly shown on plans.
 - mm. Roof Davits
 - nn. Buy American or Buy America Act Requirements
 - oo. Specification Section 051516 Vehicular Barriers (Metal vehicular stranded guardrails) is excluded, as none are shown. Precast Concrete is being used for vehicular barriers.
 - pp. Specification Section 078123 Intumescent Fireproofing is not applicable and excluded per response to RFI PRE-009.
 - qq. Specification Section 101410 Photoluminescent Egress Systems is not applicable and excluded.
 - rr. Specification Section 321823 Athletic Court Surfacing is not applicable and exclude. Per response to RFI PRE-019, the flooring at the Outdoor Wellness Area will be 096566 Resilient Athletic Flooring.
 - ss. Radio Tower Deep Foundation, Concrete Footing, Tower Structural, Electrical and Low Voltage system, etc.
7. The GMP and project schedule is based on Moss's site logistics plans. CMAR will return the adjacent remaining driving range area to level ground (not sodded). We will work with the City (Parks and Recreation) to coordinate mowing lawn as needed throughout the construction period.
8. Seismic requirements are excluded.

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9. ALL Allowances included in the Qualification and Assumptions and the List of Allowances are assumed to include costs for Material including Waste, Freight, Taxes, and Installation, including any additional materials and equipment required for the installation of the final selected product, unless otherwise specifically noted in the allowance list.
10. Moss has assumed that adequate parking, staging, laydown, and areas for a trailer compound will be available at the adjacent offsite property for the duration of construction.
11. Moss assumes that vibration monitoring and photo documentation of neighboring properties will be provided at the cost of the owner.
12. Although the following documents have been received and reviewed, it is the understanding of the contractor that all recommendations and directions given within these documents has made its way to the plans and specifications.
 - a. Traffic Impact
 - b. LEED Energy Performance Summary
 - c. Leed Narrative
 - d. Leed Spec Checklist
 - e. Commissioning Plan
 - f. Fire Flow Test Results
 - g. Drainage Report
 - h. HVAC Cooling and Heating load calculation
 - i. Energy calculations
 - j. Structural calculations
 - k. HPD Geotechnical Engineering Study
13. This contract assumes work can be performed Monday- Saturday 7AM-7PM. During the course of construction and starting at 5:30AM during concrete placement. If an unforeseen issue arises that restricts work hours, the Owner and the Contractor will work together with the city to reinstate these working hours. If these attempts are not successful, the Owner and the Contractor will mutually agree on a schedule moving forward.
14. Owner understands that costs associated with vandalism and theft will be carried and reimbursed under the Owners insurance policy.
15. We have included an Allowance of \$500,000 for incorporating the 100% Documents, for which we will use the Narrative to reference changes in the Plans. For all other Contract Document changes, specifically to the Plans, must be "clouded" by the Architect and other design consultants. Clear and concise written narratives describing changes shall be included. Contractor shall not be responsible for any associated additional costs arising from the designer's failure to accurately identify changed conditions on the Contract Documents or subsequently issued documents. It is agreed and understood that changes not "clouded" and therefore not included in REV pricing will be priced on an individual, change-order basis at additional cost, unless identified and priced within the change order.
16. The GMP excludes the relocation, root cutting, pruning, and/or replacement of existing trees and plants that are not indicated to be removed per the Tree disposition plan.

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17. All items marked in these qualifications as excluded and/or not included, are understood to imply that all additional costs associated with this work are by owner.
18. Moss understands that there is a city ordinance restricting the use of Styrofoam and single use plastic containers. Moss will make best efforts to reduce/eliminate the use of these items on the project.
19. This project includes BIM coordination. It is understood that all design professionals this is affecting will be present for coordination meetings.
20. The use of Multivista has been included for the following services:
 - a. Underground Utilities Exact-Built
 - b. Site Survey Exact-Built
 - c. Interior Progression
 - d. Exterior Progression
 - e. MEP Exact Build
 - f. Drone Exterior Progression
 - g. Drone Pre Slab Exact Build
 - h. Webcam services are not included.

Specification Division 00 & 01

- 1) The following Division 0 and Division 1 specifications *are not included* as they are already defined in the Construction Manager-At Risk Contract, the CMAR General Conditions, or are indicated to be developed by the Construction Manager during the project.
 - a) 012100 Allowances- See CMAR Agreement for Allowances Exhibit
 - b) 012300 Alternates- See CMAR Agreement for Alternates Exhibit
 - c) 012900 Application for Payment – See Article 8
 - d) 013100 Project Management & Coordination – See Article 3
 - e) 013300 Submittals- See Article 3.7
 - f) 017300 Execution- See Article 3
- 2) The following Division 0 and Division 1 specifications are not included as they *were listed in the Specifications Table of Contents but not actually included* in the Documents:
 - a) 013201/013216 Project Schedule; See comments regarding 013200 below, which includes Schedule
 - b) 014529 Structural Testing and Inspections; we acknowledge that Plans describe Testing and Inspections
 - c) 016116 Florida Product Approval Requirements
 - d) 099120 Pavement Marking; we acknowledge the scope of this work is indicated in the Plans
- 3) Separate document with Project Schedule specifications. 01310 / 01311
 - a) This section refers to preliminary, final, and official schedules. Clarification on this section is that the schedule provided as an Exhibit to this contract is the Final and Official Baseline Schedule.
 - b) Part 2-1 -C and D is not included and should be struck through.
 - c) Part 2-3-A this is not included. Milestone dates are based on Officially Baseline Schedule.

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- d) Part 2-3 B shall be modified to allow for any critical path activity that has fallen behind by 21 days, ILO any activity and a 14 day deviation.
- e) Part 2-3-C this is excluded and the contract terms will apply.
- 4) 013200 - Construction Progress Documentation
 - a) Schedule Requirements — costs for an industry standard CPM schedule is included. Cost loading and resource loading are not included.
 - b) The Float shall be available for the use of the Construction Manager until at least 80% construction completion or all major equipment is on site, whichever occurs later.
 - c) Daily Reports — costs for an industry standard daily report is included. Detailed daily report as specified can be included at additional costs.
 - d) Special Reports- Special Reports are excluded, as there is no specific type of report indicated and because “unusual” events are already incorporated in the other reporting methods such as daily reports and meeting minutes.
- 5) 017823 - Operation And Maintenance Data
 - a) Industry Standard Operation and Maintenance Data is included. Operation and Maintenance Data shall be manufacturers’ provided operation, maintenance and instruction manuals.
 - b) Separate Emergency Manuals are not included. Emergency procedures will be covered as included in the manufacturers’ provided operation, maintenance and instruction manuals.
- 6) 017839 - Project Record Documents
 - a) Preparation of as built or record documents in AutoCAD is not included. As-built and/or record drawings shall be prepared as PDFs. Also, as built conditions will be indicated on the BIM model.
 - b) The recording of “locations of concealed internal utilities” and “information on the Work that is shown only schematically” shall be as included in the BIM model.
- 7) 017900 - Demonstration And Training
 - a) Industry Standard operation and training is included. Operation and training shall be based on manufacturers’ provided operation, maintenance and instruction manuals. Facilitator, Professional Videographer, Instruction Program, is not included.
- 8)

DIVISION 3 – CONCRETE

1. This GMP includes “Class B” finish and a “Class C” finish where concealed in accordance with ACI 117. Concrete inherently cracks as it cures and no “crack mitigation” or epoxy injection has been included. Natural cracking of concrete within tolerance is expected and Moss has assumed that the Structural Engineer has designed within the tolerances as required in ACI 318 AND has discussed with ownership if they should require any additional reinforcement that may be required to control crack widths to meet owner’s expectations AND incorporated into the design to sufficiently meet expectations as described in ACI 224R.
2. Silica Fume and DCI or similar corrosion inhibitor is excluded in the concrete mix designs for parking floors, ramps, driveways, exposed topping, and sidewalks since it is not specified.

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3. The requirement for concrete material at time of placement to be under 90 degrees F is excluded as well as hot weather concreting requirements per ACI 305.1.
4. When structural and architectural drawings do not match, the structural drawings take precedence, unless notes otherwise in the qualifications or RFI responses.
5. The following items are not applicable to this project:
 - a. Pour Strips
 - b. Puddling of concrete at column locations
 - c. Epoxy, MMFX and/or Grade 100 rebar
 - d. Wet curing
 - e. Mud slabs
 - f. Hydrostatic slabs
6. An allowance of \$2,000 for a Concrete Box to contain a 30-gallon Neutralization Tank at 2nd floor Training Room is included.
7. We have included an Engineer Allowance for the following:
 - a. An Allowance of \$9,000 for 20 cy at HQ and 20cy at Garage.
 - b. An Allowance of \$22,000 for 5 ton at HQ and 5 ton at Garage.
8. In regard to Specification Section 033000.8.1 Curing Materials, we have excluded the curing methods of Moisture Retaining Cover and Waterborne Curing Compound that is non-dissipating.
9. We have included a Slump Limit of 5" +/- 1" in lieu of the 4 inches specified, and an Air Content of 1-2% in lieu of 6% specified.
10. Moss shall prepare concrete substrates to meet the requirements of the roofing contractor and per the roofing manufacturer's representative inspections. The work shall be done sufficiently for the roofing, in lieu of grinding *all* concrete surfaces per Note 24 on Plan A154.

DIVISION 3 - STRUCTURAL PRECAST GARAGE

1. Using local limestone aggregates, dye, local sand and cement for color.
2. Galvanized reinforcing bars are excluded.
3. Hot dipped galvanized connection hardware is included.
4. Reinforcement Notes and Typical Precast Details for the Structural Precast Garage will be taken into consideration. Reinforcement and detailing is to be designed by delegated precast engineer to meet the requirements per the EOR.
5. We have not included any stair nosing as none is indicated on the plans for the structural precast stairs.

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6. All precast is to be structural grey and painted. We have not included PCP-1 Finish (Beige Light Sandblast) for either the bridge structure or any elements of the garage.
7. Crystalline waterproofing has been excluded from all Precast Concrete. Further coordination needs to occur and an Allowance of \$150,000 is included.

DIVISION 3 - ARCHITECTURAL PRECAST CONCRETE

1. 6" Architectural precast cladding to be installed with architectural mix and light sandblast in accordance with PCI MNL 117. Acid etch finish is excluded.
2. Using local limestone aggregates, dye, local sand and cement for color.
3. Backup mix to be standard Grey. Grey backup will not be consistent in color.
4. Standard (1) 8" thick 4'x4' mock-up panel is included and will be on display at the fabricator's plant. A full size mockup of a typical panel is not included.
5. Structural load bearing precast panels have not been included. Refer to Division 5 for Allowance included for steel structure locations proposed to support Architectural Precast cladding.
6. Galvanized reinforcing bars are excluded, as none has been specified.
7. Hot dipped galvanized connection hardware is included.
8. We have not included sloping joints as depicted in several wall sections. Sloping joints is not recommended as they create complications in the forming of panels and connectivity issue in the field installation. The Precast manufacturers have included conventional 90 degree precast panel edges per their typical delegated design details.
9. We have not included concrete encasement of precast connections at the building foundations as shown in 2/A310.
10. Architectural precast panels are to be broken up into separate panels at the 3rd floor. Sections show the panels continuing to the parapet throughout which create design/engineering issues due to panel size/weight.
11. In regard to precast concrete Finishes as specified in 034500.1.8.D and Section 034500.2.7.K; the Trade Subcontractor shall have the opportunity to remediate all precast panels to meet PCI allowance standards for quality control measures.
12. Without completing the architectural concrete mix submittals and samples, we cannot verify that the Sustainable Design Action Submittal requirements for chemicals and VOCs in Section 034500.1.5 can be achieved, therefore compliance with this section of the Specification is excluded.

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13. Trade subcontractor will provide material testing per PCI standards at the Precast fabrication plant. Any additional plant testing and all field testing shall be by the Owner's Independent Testing laboratory.
14. In regard to Specification Section 034500.1.10.E, Trade Subcontractor shall only patch recess lifting hooks/hardware where exposed to view.
15. Flashing reglets that are cast into the precast panels are excluded. The Roofing trade contractor will provide all termination bars and flashing required for their system affixed onto the precast surface in accordance with their manufacturer's specifications.
16. Crystalline waterproofing has been excluded from all Precast Concrete. It is indicated as an admixture on the Plans (WP-14, Plan G006 & G007) and in Specification 071616 it is an applied slurry. We believe either application requires further considerations, therefore, an Add Alternate can be developed later prior to completing the Architectural Precast Concrete submittals in the early release package.
17. Concrete seat walls have been included as new precast concrete. Relocations of existing monuments are excluded.

DIVISION 3 - LIGHTWEIGHT INSULATING CONCRETE

1. The mixes for Lightweight Insulating Concrete are included as standard mixes from local trade contractors whose products are part of Notice of Acceptance (NOA) or Florida Product Approval systems. Accordingly, we exclude compliance with Sustainability requirements in Specification Section 035216.1.4.C.2, as customizing the standards mixes may increase costs.
2. Mesh reinforcement is excluded, as we are using standard mixes.
3. We have excluded compliance with Specification Section 035216.3.2.C.4, which required boards and slurry not to be disturbed a minimum of 24 hours before application of topcoat and reserve the right to complete the installations of both coats to prevent trapping excessive moisture or rain in the LWIC.

DIVISION 4 - CMU

1. CMU is included as normal weight block, non-moisture controlled modular size block, standard natural gray block and mortar. UL labeled materials are excluded.
2. High strength block, moisture controlled, lightweight, bullnose and/or sand finish block is excluded.
3. Precast cap at CMU are excluded.

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4. Weldable rebar is not included, excludes all welding and parging.
5. Core fill insulation is not shown and excluded.
6. Masonry U.L. labeled materials are not included.
7. Holding cells seats/Benches are included with 8" CMU supports In lieu of 6" CMU.
8. We have not included any Sound Absorbing Concrete Masonry Unit (SACMU) as mentioned in the specifications as none is indicated on the Plans.

DIVISION 5 – METALS

Structural Steel & Miscellaneous Metals

1. For the Parking Garage, are including pipe guards (12 ea.). Pipe guards are included at exam bay and Sally Port.
2. We have not included any stair nosing as none is indicated on the plans for the cast in place.
3. We have included a total Allowance of \$100,000 for structural support steel that will be needed at the Architectural Precast cladding to achieve the design intent at the following conditions:
 - a. Freestanding SW Arch Precast Wall (adjacent to Exam Bay, Sallyport, and Security Gate)
 - b. Freestanding Arch Precast Cladding at SW Security Gate Entry
 - c. North Parapet Wall at Outdoor Wellness
4. Refer to 1" Thick Stainless Steel Plate attached to precast concrete indicated on Plan A531. We anticipate this detail will be modified to incorporate a flush precast haunch and a pinned and/or epoxied flat plate.

DIVISION 6 – WOODS & PLASTICS

1. Stone type SS-03 is excluded at all pantries, as there are no "pantries" shown on the plans.

DIVISION 7 – ROOFING

Caulking & Waterproofing

1. Waterproofing behind Architectural precast panels is not shown and excluded.
2. Masterseal 581/584 has been included at Level 1 Loading Dock Exterior Soffit and Level 2 Outdoor Wellness Exterior Soffit.
3. Tremco Exo Air 230 has been included where EIFS systems at Garage Firing Range, Roof Stair #2 Overrun, Roof elevator Overrun, Level 1 Interior Sally Port is shown.
4. Tamoseal has been included as flashing at exterior rough openings.

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5. Specification section 071900 indicates water repellents however it could not be located and the drawings and will be included in the \$150,000 waterproofing allowance.

Roofing, Sheet Metal, & Accessories

1. Roofing insulation system is included as a 2" LWIC over 7" EPS Board, stair stepped to attain a minimum value of R-30 and sloped 1/4" per foot.
2. FTR Stress plates used to anchor membranes at penetrations and roof drains have been excluded. Spec section 07 54 16-5 KEE Roofing, Section 2.4 Accessory Materials, Part C.
3. Coverboard for wall flashings has been excluded per Spec Section 07 54 16-5 KEE Roofing, Section 2.7, Part A.
4. Discarding of all lead piping and drain flashing has been excluded since there is no existing roof per Spec Section 07 54 16-10 KEE Roofing, Section 3.6 Flashing, Part B
5. Removal of loose or deteriorated cant strips and flashings has been excluded since there is no existing roof per Spec Section 07 54 16-10 KEE Roofing, Section 3.6 Flashing, Part C.
6. Regional materials, sourcing, manufacturing, product value, product component locations and data has been excluded per Spec Section 03 52 16-1, Section 1.4 Submittals, Part C, #2 & #3
7. Mesh Reinforcement has been excluded per Spec Section 03 52 16-7, Section 2.3 Materials, Part D.
8. Reinforcement Keydeck Mesh Style No. 2160-2-1619 for fire rated systems over steel deck has been excluded per Spec Section 03 52 16-7, Section 2.3 Materials, Part I.
9. Boards and slurries that shall be left undisturbed for a minimum of 24 hours before application of topcoat has been excluded, per Spec Section 03 52 16-8, Section 3.2 Installation, Section C #4.
10. Stainless Steel Cap Metal Flashing has been excluded per Spec Section 07 62 00-1, Section 1.2, #2. Aluminum Cap Metal Flashing has been included per architectural plans.
11. Recycled Content and Regional Materials have been excluded per Spec Section 07 62 00-2, Section 1.5 Submittals, #1 & #2.
12. Metal Flashing work for a period of 10 years has been excluded Per Spec Section 07 62 00-3, Section 1.7 Warranty, Section A. All roofing assemblies have been included as a 20-year warranty.
13. Through wall flashing with sawtooth ribs at 3" intervals have been excluded per Spec Section 07 62 00-4, Section 2.2 Materials, Section #2.

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14. Soldering composed of 60% block tin and 40% pig lead and seams exposed to public view shall be 80% tin and 20% lead has been excluded per Spec Section 07 62 00-4, Section 2.2 Materials, Section #4.
15. Acid type flux for soldering stainless steel has been excluded per Spec Section 07 62 00-4, Section 2.2 Materials, Section #5.
16. Joining metal flashings except at slip joints has been excluded per Spec Section 07 62 00-5, Section 3.2 Metal Flashing Installation, Section #D.
17. Soldering of tin metal edges and metal flashings has been excluded per Spec Section 07 62 00-5, Section 3.2 Metal Flashing Installation, Section #E.
18. Slot Reglets, hook dams, or turn ups have been excluded per Spec Section 07 62 00-5, Section 3.2 Metal Flashing Installation, Section J Reglets, #2, #3, & #4.

Intumescent Paint

1. Spray-on Fireproofing and Intumescent paint are not shown and excluded.

Firestopping & Firesafing

1. Firestopping system is included at top of CMU walls underneath slab as follows: Install an approved fire stop system with STI products in order to achieve three (3) hour fire rating on all rated CMU head of wall at Headquarters and in the Parking Garage using UL-tested systems.

DIVISION 8 - DOORS, HARDWARE & GLAZING

Doors & Hardware

1. CMAR acknowledges there are some conflicts existing between door and hardware specifications, schedules, Plan Notes, life safety requirements, and controlled access requirements. The CMAR will obtain final input with 100% CDs and complete the coordination of the documents using the Allowance allocated.
2. All exterior opening NOA approvals have been excluded, FBC approval has been included per matrix on door schedule sheet A901. Per Spec Section 08 11 13-4 Steel Doors and Frames, Section 1.5 Quality Assurance, Section H, #2.
3. Ceiling Struts 3/8" thick by 2" wide steel has been excluded per Spec Section 08 11 13-5, Section 2.4 Frames, Section, #9 Jamb Anchors, #13.
4. Spec Section 08 11 13-10, Section E Security Hollow Metal Doors is assumed to reference to Detention Grade Openings.
5. Manufacturers that are certified and listed by AWI & QCP qualified have been excluded per Spec Section 08 14 16-3, Section #1 & #2.

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Hollywood, Florida



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6. Room Match and Blueprint Match doors have been excluded per Spec Section 08 14 16-5, Section #6 & #7.
7. Doors to be field painted shall have MDO face has been excluded per Spec Section 08 14 16-5, Section #H.
8. Opaque Finish for doors to be field painted has been excluded per Spec Section 08 14 16-6, Section 2.4 Shop Finish, Section #B.
9. Assemblies by C.R. Laurence have been excluded, assemblies have been included as manufactured by Kreiger Specialty Products. Per Spec Section, 08 34 53-5, Section 2.2 Manufacturer, Section #A.
10. TSS BR Window Systems has been excluded, assemblies manufactured by Krieger Specialty products have been included. Per Spec Section 08 56 53-3, Section 2.2 Security Window, Section #B.

Storefront, Window, Glass & Glazing

1. Storefronts, Windows, and Curtain Walls have certain proprietary and/or pre-tested components that may vary between manufacturers; therefore, it shall be allowable for some characteristics to deviate from the Specifications depending on the trade partner awarded the Work. The exact characteristics of these systems will be determined with the Owner and Design Team prior to awarding the Work.
2. Exterior Aluminum Finish has been included as 2-coat Kynar.
3. Ballistic doors with Sidelite and Transaction window systems have been included as Total Security Ballistic Solutions.
4. Bluemax protection has been included on exterior glass only.
5. Attic stock is excluded.

Overhead Doors

1. Loading Dock Leveler has been included as PentaLeveler Model #EDML 78" wide, Gray, 30,000lbs capacity.

DIVISION 9 – FINISHES

Stucco & Cement Coating

1. Specification section 092613 Veneer Plastering is excluded, as there was no veneer plastering shown on the plans.
2. The stucco systems included do not have any metal lath components.

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3. Stucco over CMU is included in lieu of EIFS at the Sally Port north wall, HQ roof elevator, and HQ roof stair.
4. Hunter XCI System including Stucco, sheathing, and insulation at Garage Firing Range Shear wall is included ILO EFIS System.

Drywall

1. Standard skim coat is included around the concrete round columns at the Lobby and Admin Conference Room in lieu of venetian plaster.
2. We have included drywall ceilings constructed with a Drywall Ceiling Grid System with one layer of 5/8" drywall. Note that we are not using the black iron and hi-hat system on this project as shown on A942.
3. We have provided security ceiling with Maximum Security Mesh ASM.75-9F, black iron and hi-hat system as shown on A942.

Acoustical Ceilings

1. Ceiling type AC-07 is included at the K-9 are in lieu of AC-06, as AC-07 is shown on the plans, despite AC-06 being shown on the finish schedule.

Painting, Coating & Wall Covering

1. Fire sprinkler piping at the garage is included as galvanized and will not be painted.
2. Painting of the parking garage's interior concrete walls, ceilings, and columns is excluded.
3. The architectural precast panels at the Headquarters Building will not receive any sealers or paint.

Tile and Stone

1. The specified TL-12 and TL-13 Best Tile floor tile materials for the Lunch room 310 and Roofdeck have been discontinued and are no longer being manufactured. There is no inventory left in stock. We have included a \$5.00/sf material Allowance tax/freight inclusive for both of these items.

Carpet & Resilient Flooring

1. Cab Floor Finish Allowance of \$40,000 has been included.

DIVISION 10 - SPECIALTIES

Toilet Accessories

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1. Items below are included in the specifications but not called out on plans therefore are excluded
 - a. Baby Changing Station
 - b. (TA01) Combination Paper Towel & Waste Receptacle
 - c. (TA-05) Frameless Mirror
 - d. (TA-07A, B) Sanitary Napkin Dispenser
 - e. (TA-09) Sanitary Napkin/ Tampon Vendor Dispenser
 - f. (TA-17) Underlavatory Guard Truebro
 - g. Fire Hose Cabinets
 - h. Hand Sanitizing Station
2. A missing Toilet Accessories Allowance of \$10,000 is included.
3. (RM P133, P136, Outside of P125) -Bike Storage System - By Owner FF&E

Signage

1. Site monument signs or digital marque signs could not be found in the 90%CD drawing set of plans; therefore, they are not included.

Folding Partition

1. Included folding partitions with following details:
 - a. Manufacturer: Kwik Wall.
 - b. STC Rating: 52 STC

Fire Extinguishers

1. Included fire extinguishers per life safety drawings. Any additional fire extinguishers if required for TCO will need to be furnished by the owner.

Trellis and Canopies

1. Finish for Exterior Aluminum Products (UNO): Standard Solid and Mica Colors, ESP applied 2 coat / 70% PVDF or FEVE Liquid or Powder over chromium phosphate conversion coating pretreatment and specially formulated corrosion inhibiting primer. (10) year finish which meets or exceeds AAMA 2605. True metallic flake coatings are expressly excluded from this scope of work. Architect is to select from manufacturer's standard colors and gloss in lieu of custom color and gloss.

Photoluminescent Egress Systems

1. The Photoluminescent Egress System (Specification Section 101410) is excluded.

DIVISION 11 - EQUIPMENT

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High Density Shelving

1. We have included an Allowance of \$680,000 for High Density Shelving.

Shooting Range Equipment

1. Included Shooting Range equipment system by Action Target.

Lab Casework

1. The stainless steel tables in the 167 Exam Bay is excluded, as this is FF&E by owner.
2. Fume hood with Fume hood base cabinets and work tops and any required service fitting are not shown and excluded.

DIVISION 13 – SPECIAL CONSTRUCTION

1. Universal Shielding product is included at RM 329.1 RFI/EMI Shielded Room.
2. RFI/EMI Shielded Vestibule is Future Expansion and excluded.
3. Walk-in Environmental Chamber and Freezer are not shown and excluded.

DIVISION 14 – VERTICAL TRANSPORTATION

1. Elevators have certain proprietary components and shaft sizes that may vary between manufacturers; therefore, it is anticipated performance characteristics and standard finish selections will also vary depending on the manufacturer awarded the Elevators. The exact characteristics of the elevators will be determined with the Owner and Design Team prior to awarding the Work.
2. The Garage Elevator pit depth is included at 6'-10" in lieu of 5'-0" as indicated on the Plans.
3. Standard cab wall & ceiling finishes are included.
4. An Allowance of \$40,000 is included for Cab Floor finish.

DIVISION 21 – FIRE SPRINKLERS

1. Fire Protection systems are provided as design/build to include signed and sealed drawings.
2. All piping and fittings exposed to the outside elements are galvanized per drawings and specifications.

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3. All fire sprinklers installed in finished spaces will be recessed sprinkler heads with a standard white polyester or chrome finish. All fire sprinklers installed in unfinished spaces will be brass heads with no finish in inside locations and nickel Teflon coated heads in outside locations.
4. No dry or pre-action systems are shown or provided. We include the Novec 1230 clean agent system for the Server Rooms as indicated in the drawings (F112, Rooms 292 & 293). Note that due to the AIM Act, 3M is discontinuing production of the NOVEC 1230 PFAS chemical by year's end 2025. Substitution of the clean agent system IG-55 Fire Suppression System in lieu of Novec 1230 is offered as a no cost change.
5. Any local ordinances or requirements governing Extra Hazard 2 Fire Protection for the Electric Vehicle Charging Stations in the parking garage are not indicated on the drawings and are excluded.
6. We are providing manual (per Fire Protection plans) in lieu of automatic (per specification section 211200) Wet-Type, Class I Standpipe System and as allowed by NFPA 13 and 14.
7. Minimum residual pressure at each hose-connection outlet will not be NPS 2-1/2 Hose Connections: 100 psig per specification 211200, 2.2 C, 1. Instead it will be minimum pressure provided by pumper truck through FDC for manual STP system.
8. We are providing Schedule 10 or 40 piping and fittings per General Note 5 on F001 of the plans, not solely Schedule 40 per specifications 211200 2.3 B and C/211313 2.2 B /211313 3.11 C.
9. Water-Supply Connections will be provided by the Civil subcontractor, not the Fire Protection subcontractor per specification 211200, 3.2 and 211313, 3.1.
10. Fire Department Connections (FDC's) shown on the plans are pedestal mounted onsite and will be provided by the Civil, not the Fire Protection subcontractor per specifications 211200 3.9 / 211313 2.6 A / 211200, 3.2 and 211313, 3.7.
11. Specification Section 211313 2.8
 - a. A. Sprinklers - amended to include Reliable Sprinkler
 - b. F. Sprinkler Guards - amended to include Reliable Sprinkler
12. Specification Section 213113 2.3 A Pumps - amended to include manufacturers Peerless and SPP.
13. This scope of work excludes custom painted cover plates or finishes.

DIVISION 22 - PLUMBING

1. All appliances including receiving, uncrating, and setting in place is by Owner. Water supply, drain, and electrical provisions are provided by Moss' subcontractors per the contract documents.

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2. Remote installation and piping for a fuel port for the generator is not shown on the drawings and is excluded.
3. We exclude lead shower pans indicated in Specification Section 221310.2.3. Shower pans will have a waterproof membrane in accordance with Specification Section 093000.2.9.L.
4. We have excluded Seismic Performance as indicated in Specification Section 223300.1.4.A as Seismic conditions are not an industry standard in South Florida. Remote fill and piping for the generator is not shown on the drawings and is not included.
5. The natural gas utility meter and piping beyond are excluded. The Utility provided is to install the piping up to and including the meter.

DIVISION 23 – HVAC

1. Equipment is included by Trane and is a listed "or equal" product to Daikin.
2. Permanent HVAC systems will be used during the construction phase of the project.
3. Specification Section 230500.3.5 Expansion and Contraction Provisions: this section is excluded, as these measures are not required for the piping systems on this project .
4. Specification Section 230593.3.2 Steam Systems: this Specification section is excluded, as there are no steam systems indicated for this Project.
5. Specification Section 230700 Insulation, HVAC: All references to Heat Generating Equipment, Heat Exchange Equipment, Hot Water Piping Systems, Steam Supply Piping Systems, and Hot Equipment and Related Systems are excluded as these systems are not included in this Project.
6. As indicated in Division 1 of these Assumptions and Qualifications, Moss assumes the Project is open specification and that "or equal" products that meet or exceed the design intent shall be reviewed and may be accepted in lieu of treated as "stand alone specifications". Accordingly, we reserve the right to include the following equipment system suppliers or manufacturers for the following systems:
 - a. Chilled Water Treatment Systems: Acceptable Manufacturers to include Advanced Water Technology
 - b. Terminal Units (VAV Boxes): Carrier
 - c. Air Distribution Devices: Anemostat, Air Concepts, Air Guide
 - d. Louvers (as indicated in Specification 233725): Reliable Louvers, Arrow United, Air Performance
 - e. Air Purification System: AtmosAir
 - f. Air Handling Units: Carrier
7. Specification Section 232113.2.2 Steel Pipe and Fittings: Seamless pipe is excluded.
8. Specification Section 232113.3.3 Expansion and Contraction: All references to provisions for expansion for piping systems are excluded.

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9. Specification Section 232113.3.15.A Protection (for Piping): Asphaltic paint for piping underground is excluded. The trade contractor will use piping that is suitable for underground installation per industry standards.
10. Specification Section 233100 Ductwork: We have included Galvanized G90 and Aluminum 3003 H-14 Ductwork where required. We exclude any stainless steel or cold rolled steel ductwork. Stainless steel ductwork is specified for Food Service Equipment Exhaust and other Special Duct Systems (fume hoods) which are not included in this Project.
11. Specification Section 23 Pipe Roller Hangers are excluded.
12. Specification Section 233300.2.6.J.1 Dampers in ducts which are exposed or located above accessible ceilings are excluded.
13. Specification Section 237313.2.10 Air Handling Units: We have excluded Stacked Dehumidification Units as none are indicated for this Project.
14. We have included an Allowance of \$905,385 for the Range Ventilation System. As this is a delegated design-build item, we cannot determine the total fixed cost at this time.
15. We have included an Allowance of \$75,000 for the work of other trades (supplemental fire protection changes at the baffles, additional electrical for energy recovery system, fire alarm modifications, etc.) we anticipate may be required for coordination when the Range Ventilation System design is completed.

DIVISION 26 – ELECTRICAL SYSTEM

1. This proposal includes rough-in only for Electric Vehicle Chargers. Chargers of all types are to be furnished and installed by Owner, including all Vehicle Chargers, E-bike Chargers, Van Chargers, Bearcat Chargers, Motorcycle Chargers, Speed Trailer Chargers, Message Trailer Chargers, and SUV Chargers. The only chargers we have included are integral for the Emergency Generator Batteries.
2. Fire Alarm System is based on devices as shown on the GMP documents in order to have a consistent basis for competitive pricing.
3. Grounding for Underground Distribution Systems will be by means of a driven ground rod through the manhole or handhole floor as specified, and not by supplemental driven rods and conductor before the structures are installed.
4. Pad-Mounted Transformers will be grounded by one rod in lieu of two with a ground ring.
5. Grounding is not included for Interior Metal Ducts, as it is not a local industry standard.
6. Ufer Ground (Concrete-Encased Grounding Electrode) is not included, as it is not a local industry standard.

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7. Malleable iron bodies for conductors in vertical conduit are not included.
8. Electrical Cabinets may not have removable interior panels and the key latch may not match the finish of the panelboards, as this is not standard panel manufacturer methods.
9. Concealed conduits aboveground may include EMT and PVC conduit where allowed by Code, including MC Cable concealed in ceilings and partitions.
10. LFC raceways may be used and FMT with compression fittings may be used at damp or wet locations where allowable by Code.
11. Raceways for electrical may be installed with the equivalent of four (in lieu of three) 90-degree bends, and pathways for Optical-Fiber and Communication cable may be installed with three 90-degree bends where allowable by the NEC.
12. Electrical manholes and handholes will not be waterproofed or dampproofed, in accordance with local industry standards.
13. Power raceways will be identified by alternative means, which may include painted color-coded pipe, in lieu of adhesive labels or snap-around bands.
14. Moss will make a reasonable attempt to avoid mounting conduit runs and terminations at joists in exposed ceilings, as identified in General RCP Note 6. We anticipate it will be necessary to run some raceways within the slab where possible to minimize these conditions.

DIVISIONS 27 & 28 - LOW VOLTAGE

1. We have included the infrastructure only for the Public Safety BDA system, as requested by the City.
2. UPS System equipment is included per OCI RFI #PRE-066 Response stating "UPS's need to be provided at the first rack in each IDF room. This will be the only rack with equipment."
3. Audio / Visual system in Line-up 281 and in Briefing P13 we have included 6 speakers to be coordinated.

DIVISION 31 - SITE WORK

Dewatering

1. We have not included any testing or monitoring of the water quality.
2. Dewatering Engineering and permitting costs, water quality testing and environmental testing of effluent, if required, shall be by the Owner.

Vibro-Compaction

Hollywood Police Headquarters
Hollywood, Florida



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1. Structural general notes on sheet S-002 indicate Vibro-Replacement to be used for ground improvements whereas Foundation recommendations in the Geotech report dated 12 May 2022, specify to use Vibro-Compaction. We have included Vibro-Compaction as a ground improvement technique per the Geotech report dated 12 May 2022 assuming this method has the capability of yielding the required 6000PSF. Vibro-Replacement can be provided as an Add Alternate and/or in the case that the soil does not yield itself to the vibro compaction method to achieve the required 6000 PSF.
2. Vibration monitoring is excluded and shall be provided by the Owner if required.

Sitework

1. Soil Management Plan dated 13 November 2023 identifies the contamination presence on site and as per directions in the soil management plan we have included the cost to relocate the contaminated soil located only outside the proposed building pad footprints under the impervious surfaces such as building pads or an asphalt or concrete paved areas. Moss will not be responsible for relocating any other contaminated soil present on site.
2. As per the Soil Management Plan dated 13 November 2023, the cost to only relocate the contaminated soil located outside the proposed building pad footprints under the impervious surfaces is included.
3. Footing size for precast monument shown on sheet A680 is different from the revised sheet S-402/detail 33 (RFI Response PRE-003). Footings for precast monument are included per the revised sheet S-402.
4. This GMP is based on current condition as-builts, if utilities are found to be in different locations/elevations additional change order costs will be required.
5. Compacted fill is provided under building pad SOG.
6. After clear and grub, this GMP does not include temporary seeding/watering of unused land.

Landscaping & Irrigation

1. All Trees, Palms, Shrubs, and Groundcovers quantities are based on the plant schedule and not the graphical representation on the plans.
2. Some landscape specimens and materials, such as Key Thatch Palm and White Fountain Grass, may not be available at local nurseries at the height or size required. Our pricing is based on the availability of these materials locally at the time of the Estimate.
3. We have included Blue Frost Rockscape Landscape boulders on the ground floor as the specified boulders are not available.

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4. We have included an allowance of \$145,720 for irrigation as irrigation plans are not designed. The irrigation is an allowance conditional to the criteria proposed by the bidders for review by the Owner and Design Team prior to award. The proposed Irrigation Budget criteria will be reviewed by the Landscape Architect of the design team prior to final selection of the Trade partner, then shop drawings will be provided for approval prior to fabrication and installation.

Security Fencing & Gates

1. Chain link fence is included as 3/8" Standard Commercial Grade 9 gauge.
2. The Ameristar Aluminum picket fence at Sally Port is not available at the height required. We have included aluminum picket fence at sally port by Fence Masters Inc

----- End of Qualifications & Exclusions -----

EXHIBIT H

PROJECT PRECONSTRUCTION SERVICES AGREEMENT

[Insert executed project Pre-construction Services Agreement]

DS
GG

DS
KH



DEPARTMENT OF DESIGN & CONSTRUCTION MANAGEMENT

2207 Raleigh Street

Hollywood, FL 33020

Phone (954) 921-3410 Fax (954) 921-3405

CONSULTANT'S AUTHORIZATION TO PROCEED

To:	Moss and Associates, LLC.	Date:	5/19/2021
	2101 N. Andrews Avenue Fort Lauderdale, FL 33311		
Facility Name:	City of Hollywood New Police Headquarters	Project No.:	DCM-19-001190
Project Name:	New Police Headquarters	ATP Sequence Number:	1
		Resolution No.	R-2021-105
You are hereby authorized to proceed with the following services:			
☒	Basic Services: Construction Manager At Risk Phase I Preconstruction Services		
☐	Additional Services		

Payment for these services shall be: ☒ Lump Sum ☒ See attached proposal dated: 3/26/2021

AUTHORIZED DESIGN VALUE

CONSULTANT'S ESTIMATED COST

Construction Budget:	\$47,950,000.00	\$	N/A
Scope Increase:	\$ 0.00		N/A
Total Construction Budget:	\$47,950,000.00		N/A

	BASIC SERVICES	ADDITIONAL SERVICES	TOTAL
Total Estimated Fees:	\$ 165,288.00	\$ 0.00	\$ 165,288.00
Fee Authorized Through This ATP	\$ 165,288.00	\$ 0.00	\$ 165,288.00
Less Fee Previously Authorized	\$ 0.00	\$ 0.00	\$ 0.00
Total Fee Authorized to date including this ATP	\$ 165,288.00	\$ 0.00	\$ 165,288.00

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use and reliance of the City of Hollywood, Florida only:

Submitted:
Name:

Nicole Heran, Deputy Director,
Department of Design & Construction Management

Recommended:

Jose Cortes, Director
Department of Design & Construction Management

Approved:

Melissa Cruz
Director of Financial Services

Approved:

Josh Levy
Mayor

Distribution:

1 Original to Consultant (See Note Below)
1 Original to Design Project File
cc: Senior Acct.

Accepted:

ATTEST:

Moss and Associates, LLC

Note to Consultant: Please Sign All Originals and Return to the Department of Design & Construction Management

Account No. 333.209901.52100.563010.001190.000.000

Patricia A. Cerny, MMC
City Clerk

CITY OF HOLLYWOOD, FLORIDA
CONSTRUCTION MANAGEMENT AT RISK SERVICES



PHASE I

PRE-CONSTRUCTION SERVICES

NEW POLICE HEADQUARTERS
DCM-19-001190

DEPARTMENT OF DESIGN & CONSTRUCTION
MANAGEMENT
2207 RALEIGH STREET
HOLLYWOOD, FLORIDA 33020

THIS AGREEMENT is made this 6 day of July, 2021 by and between the City of Hollywood, a municipal corporation of the State of Florida ("City") and Moss and Associates, LLC, a limited liability corporation authorized to do business in the State of Florida ("CMAR").

WITNESSETH:

Whereas, the City desires to construct **the New Police Headquarters on City-owned land south of the existing Police Headquarters building at 3250 Hollywood Boulevard, which is currently in use as the Orangebrook Golf and Country Club driving range**; and

Whereas, it is the best interests of the City to obtain professional construction management services in order to insure quality timely and valued construction from a pre-approved professional Construction Manager at Risk ("CMAR"); and

Whereas, the City issued a Request for Qualifications ("RFQ") in accordance with Section 255.103, Florida Statutes, entitled "Construction Management Entities", Section 287.055, Florida Statutes, entitled "Consultants' Competitive Negotiation Act" (CCNA) and the City's Procurement Code, and has competitively selected the CMAR; and

Whereas the CMAR will provide professional construction management services for the **New Police Headquarters** project as directed by the Director of the Department of Design and Construction Management.

NOW, THEREFORE, the City and the CMAR, for the considerations herein set forth, agree as follows:

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ARTICLE 1
GENERAL DESCRIPTION OF SCOPE OF SERVICES

1.1 The CMAR shall furnish professional construction management at risk services related to Pre-Construction Services as set forth in the Scope of Services attached as Exhibit "A" for the New Police Headquarters PROJECT, upon issuance of City's NOTICE TO PROCEED by the DIRECTOR or his/her designee. The intent of the CONTRACT DOCUMENTS is for the CMAR to provide all of those services set forth in Exhibit "A", furnish any and all required materials, labor and equipment, 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 in accordance with the CONTRACT DOCUMENTS and warrant all work and services as provided in the CONTRACT DOCUMENTS.

1.2 By executing the CONTRACT DOCUMENTS, the CMAR makes the following express representations and warranties to the Owner:

- a. The CMAR is professionally qualified to act as a construction manager for the PROJECT and has, and shall maintain, any and all licenses, permits and other authorizations necessary to act as a construction manager for the Project.
- b. The CMAR is financially solvent and has sufficient working capital to perform its obligations under the CONTRACT DOCUMENTS; and
- c. The CMAR has become familiar with the project site and the local conditions under which the PROJECT is to be designed, constructed and operated and it will review the Consultant's design and construction documents and provide comments in accordance with the CONTRACT DOCUMENT requirements. If the PROJECT involves modifications to any existing structure(s) or other man-made feature(s) on the Project site, the CMAR has reviewed all as-built and record drawings, plans and specifications of which CMAR has been informed by Owner and thoroughly inspected the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components. Claims by CMAR resulting from CMAR's failure to familiarize itself with the site or pertinent documents shall be deemed waived; and
- d. The CMAR assumes full responsibility to the OWNER for the improper acts and omissions of its consultants, the trade contractors, and others employed or retained by it in connection with the Project.

NOTHING CONTAINED HEREIN SHALL IN ANY MANNER WHATSOEVER SUPERSEDE, LIMIT OR RESTRICT ANY OTHER REPRESENTATION OR WARRANTY SET FORTH ELSEWHERE IN THE CONTRACT DOCUMENTS.

1.3 Project Schedule/Time of Essence. The CMAR has provided the Owner with a preliminary schedule covering the pre-construction and construction of the PROJECT which is set forth in the attached Exhibit "B". This preliminary schedule shall serve as a framework for the subsequent development of all detailed construction schedules described in the CONTRACT DOCUMENTS, including Exhibits. The CMAR shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule not the fault of the CMAR or its SUBCONTRACTORS. Time is of the essence in the performance of this contract.

1.4 Project Team. CMAR will use the project team identified in Exhibit "C". CMAR will not remove or replace any members of the project team except with the written approval of OWNER based upon good cause shown or as directed by OWNER as provided in the CONTRACT DOCUMENTS. Further, if any member of the project team discontinues service on the PROJECT for any reason whatsoever, CMAR shall promptly replace such team member with a qualified individual approved by OWNER, in writing, which approval shall not be unreasonably withheld.

1.5 GUARANTEED MAXIMUM PRICE.

- a. Prior to the performance of construction services, the CMAR shall prepare and deliver to the PROJECT MANAGER, with a copy to the CONSULTANT, a GMP proposal. The CMAR shall include in the GMP proposal the following:
 - (i) a recital of the specific CONTRACT DOCUMENTS, including construction documents, drawings, specifications, and all addenda, used in the preparation of the GMP proposal;
 - (ii) the six elements of the GMP as follows:
 - a. Guaranteed Maximum Cost of the Work/Services detailed by each subcontract, trade, or bid division;
 - b. The CONTINGENCY for the Work/Services;
 - c. Guaranteed Maximum staffing costs, detailed by expense category;
 - d. Guaranteed Maximum General Condition costs, including but not limited to bond and insurance costs, detailed by expense category; and
 - e. Guaranteed Maximum for overhead and profit.
 - f. Owners Contingency.
 - (iii) A draft schedule of values;
 - (iv) A description of all other inclusions to , or exclusions from, the GMP;
 - (v) All assumptions and clarifications; and

- (vi) The final construction schedule.
- b. The CMAR acknowledges that the CONTRACT DOCUMENTS may be incomplete at the time the CMAR delivers the GMP proposal, and that the CONTRACT DOCUMENTS may not be completed until after commencement of the Work/Services. Nevertheless, the GMP proposal shall include all costs for the WORK/Services required by the completed CONTRACT DOCUMENTS, and if the GMP is accepted by the OWNER, the CMAR shall be entitled to no increase in the GMP if the WORK required by the completed CONTRACT DOCUMENTS: (i) is required by the CONTRACT DOCUMENTS for construction; (ii) is reasonably inferable from the incomplete documents; (iii) is consistent with the OWNER's programmatic goals and objectives; (iv) is consistent with the OWNERS's design and construction standards and the general industry standards for completion of the WORK/services; (v) is not a substantial enlargement of the Scope of Services/WORK; or (vi) substantially conforms to the nature, type, kind or quality of WORK/services depicted in the incomplete documents.
- c. If the GMP proposal is unacceptable to the OWNER, the OWNER shall promptly notify the CMAR in writing. Within fourteen calendar days of such notification, the OWNER, CONSULTANT and PROJECT MANAGER shall meet to discuss and resolve the differences, inconsistencies, or misunderstandings and to negotiate recommended adjustments to the WORK/services and/or to the GMP.
- d. The OWNER may, at its sole discretion and based upon its sole judgment (i) indicate its acceptance of a GMP proposal; (ii) reject the GMP proposal and terminate this contract.

1.6 PRICE GUARANTEES.

- a. Upon execution of Exhibit "D", the CMAR guarantees that the sum of the actual cost of the WORK, the CMAR's CONTINGENCY, the CMAR's staffing costs, the general conditions cost, and CMAR's overhead and profit, shall not exceed the amount set forth in the agreed upon GMP. All costs and expenses that would cause this sum to exceed the GMP shall be borne by the CMAR unless adjusted by the OWNER/PROJECT MANGER through a CHANGE ORDER.
- b. Upon execution of Exhibit "D", the CMAR guarantees that the actual cost of the WORK/services, CMAR'S staffing costs, general conditions costs and CMAR's overhead and profit shall not exceed the guaranteed maximum for each such category and that all costs and expenses that would cause any of these individual categories to exceed the guaranteed maximum for each such category in the

agreed upon GMP shall be borne by the CMAR unless adjusted by the OWNER/PROJECT MANAGER through a CHANGE ORDER.

- c. Upon execution of Exhibit "D", the CMAR certifies that all factual unit costs supporting the GMP proposal are accurate, complete and current at the time of negotiations, and that any other factual unit costs that may be furnished to the OWNER in the future to support any additional amounts that may be authorized will also be accurate and complete. Payments to the CMAR shall be reduced if the OWNER determines such amounts were originally included due to the materially inaccurate, incomplete, or non-current factual unit costs.

ARTICLE 2 DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- 2.1 CHANGE ORDER. A written document that complies with Section 38.48 of the City's Procurement Code.
- 2.2 CITY COMMISSION: The City Commission of the City of Hollywood, its successors and assigns.
- 2.3 CITY OR OWNER: The City of Hollywood, Florida, a Florida Municipal Corporation. In all respects CITY performance is pursuant to the CITY's position as the owner of a construction project. In the event CITY exercises its regulatory authority as a governmental body, the exercise of such authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to the City's authority as a governmental body and shall not be attributable in any manner to CITY as a party to this contract.
- 2.4 CONSTRUCTION MANAGER AT RISK ("CMAR"). The prime contractor that shall provide construction management at risk services including but not limited to preparation of cost estimates, constructability reviews, value engineering and assist in systems life cost cycle analysis, scheduling, bidding and submission of a GMP, as defined below, for construction and construction management. If the parties enter into a Phase II Construction Services Agreement, the CMAR shall serve, from that point forward as the General Contractor.
- 2.5 CONSULTANT: The individual, partnership, corporation, association, joint venture, or any combination thereof, consisting of properly registered professional architects and/or engineers, which has entered into an agreement to provide professional services to the OWNER for the PROJECT.

- 2.6 CONSTRUCTION CONTINGENCY: An established sum included in the Guaranteed Maximum Price and shall be in amount which the parties believe, in their best judgement, is reasonable to cover construction related costs which were not specifically foreseeable or quantifiable as of the date the GMP was established, including but not limited to : correction of minor defects or omissions in the Work not caused by the CMAR's negligence, cost overruns due to the default of any Subcontractor or Supplier, minor changes caused by unforeseen or concealed site conditions, minor changes in the Work not involving adjustment in the GMP or extension of the completion date and not inconsistent with the approved final Plans and Specifications, and written agreed upon City requested changes to the Work.
- 2.8 CONTRACT DOCUMENTS: The PROJECT MANUAL (including this contract and its Exhibits, Attachments and Forms), the trade contracts, drawings and specifications, the Request For Qualifications and CMAR's response as negotiated and accepted by the CITY), any Addenda to the Project Manual, the record of the contract award by the City Commission, the Payment and Performance Bond, the Notice of Award, the Notice(s) to Proceed, the Purchase Order and all agreed upon modifications issued after execution of the contract are the documents which are collectively referred to as the CONTRACT DOCUMENTS .
- 2.9 CONTRACT PRICE: The amount established in the CONTRACT DOCUMENTS as the Guaranteed Maximum Price (GMP), as may be amended if so warranted, by a CHANGE ORDER issued in conformity with the Contract Documents and Section 38.48 of the City's Procurement Code.
- 2.10 DIRECTOR: The Director of the Department of Design and Construction Management of the CITY having the authority and responsibility for management of the specific project authorized under the CONTRACT DOCUMENTS.
- 2.11 FIELD ORDER. A written order which directs minor changes in the Scope of Services, but does not involve a change in the Contract Price (GMP) or contract time.
- 2.12 FINAL COMPLETION: The date certified by the CONSULTANT and PROJECT MANAGER in the Final Certificate of Payment on which all conditions and requirements of any permits and regulatory agencies have been satisfied; and the documents (if any) required to be provided by CMAR have been received by the PROJECT MANAGER, and to the best of CONSULTANT'S and PROJECT MANAGER's information and belief, has been fully completed in accordance with the terms and conditions of the CONTRACT DOCUMENTS.
- 2.13 GENERAL CONDITION ITEMS: The provision of facilities or performance of work/services by the CMAR for items, which do not lend themselves readily to

inclusion in one of the separate trade contracts. Payment for the General Condition items will be at cost and included as part of the GMP.

- 2.14 GUARANTEED MAXIMUM PRICE ("GMP"): The term 'Guaranteed Maximum Price' or "GMP" shall mean the sum certain agreed to between the City and the CMAR and set forth in the Phase II Construction Services Contract as the maximum total Project price that the CMAR guarantees not to exceed for the construction of the Project for all services within the Pre-Construction and Construction Services Contracts.
- 2.15 INSPECTOR: An employee of the CITY assigned by the Director to make observations of work performed by CMAR.
- 2.16 MATERIALS: Materials incorporated in the PROJECT, or used or consumed in the performance of the Scope of Services.
- 2.17 NOTICE TO PROCEED: One or more written notices to CMAR authorizing the commencement of the Scope of Services.
- 2.18 OWNER'S CONTINGENCY: A sum established by the OWNER, to be included in the GMP, subject to adjustment to include any buyout or sales tax project savings, which may be utilized by the OWNER for OWNER requested changes, additive bid alternates and deductive credits, differing/unforeseen existing conditions.
- 2.19 PLANS AND/OR DRAWINGS: The official graphic representations of this construction project which are a part of the CONTRACT DOCUMENTS.
- 2.20 PRE-CONSTRUCTION FEE: The lump sum fee payable to the CMAR for the WORK performed during the pre-construction phase related to the PROJECT, accepted by the CITY and the CMAR, which fee includes all direct and indirect costs incurred by the CMAR in the proper performance of WORK during the pre-construction phase.
- 2.21 PROJECT: The construction, alteration or repair, and all services and incidents thereto, of a CITY facility as contemplated and budgeted by the OWNER as described in the CONTRACT DOCUMENTS, including the Scope of Services described in the attached Exhibit "A".
- 2.22 PROJECT MANAGER: An employee of the CITY expressly designated as PROJECT MANAGER in writing by the DIRECTOR, who is the representative of the CITY, concerning the CONTRACT DOCUMENTS.
- 2.23 PROJECT MANUAL: The official documents setting forth information and requirements; contract forms, bonds, and certificates; general and supplementary

conditions of the CONTRACT DOCUMENTS; the specifications; and the plans and drawings of the PROJECT.

- 2.24 RESIDENT PROJECT REPRESENTATIVE: An authorized representative of CONSULTANT on the PROJECT.
- 2.25 SUBCONTRACTOR: A person, firm or corporation having a direct contract with the CMAR, including one who furnishes material worked to a special design according to the PROJECT MANUAL for this work, but does not include a person, firm or corporation merely furnishing material not so worked.
- 2.26 SUBSTANTIAL COMPLETION: That date on which, as certified in writing by CONSULTANT, the Work, or a portion thereof designated by the PROJECT MANAGER in his/her sole discretion, is at a level of completion in substantial compliance with the CONTRACT DOCUMENTS such that all conditions of permits and regulatory agencies have been satisfied and the OWNER or its designee can enjoy beneficial use or occupancy and can use or operate the Work in all respects for its intended purpose(s).
- 2.27 WORK: The totality of the obligations, including construction and other services required by the Contract Documents, including all labor, materials, equipment and service provided or to be provided by CMAR to fulfill CMAR's obligations. The Work may constitute the whole or a part of the Project and is provided in accordance with the Scope of Services.
- 2.28 WRITTEN NOTICE: Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent to the last known business address by registered mail, other traceable delivery service, email, facsimile, or text message.

ARTICLE 3 TERM AND TIME OF PERFORMANCE

- 3.1 The term of this contract shall begin on the date it is fully executed by both parties and shall end on the date of commencement of the term of the contract between the CITY and a construction manager at risk for construction services for the **New Police Headquarters** or, not later than, **January 1, 2024**, unless terminated in accordance with Article 8. When the CONSULTANT determines it is necessary to extend the time for the PROJECT, the CONSULTANT shall notify the PROJECT MANAGER, and the term of this contract may be extended for a period of time not to exceed 60 calendar days in accordance with the CITY's Procurement Ordinance and as set forth in Section 9.20 herein.
- 3.2 All duties, obligations, and responsibilities of CMAR required by this contract shall be completed no later than **January 1, 2024**. Time shall be deemed to be

of the essence in performing the duties, obligations and responsibilities required by the CONTRACT DOCUMENTS.

- 3.3 At or before the above referenced completion date for this contract the CMAR following completion of cost estimating, value engineering and other services set forth in Article 4 will tender to the CITY a written GMP for final completion of the PROJECT. The City, by and through the DIRECTOR, the PROJECT MANAGER and/or other City personnel, will have the opportunity to negotiate the amount of the GMP with the CMAR. In the event a GMP which is satisfactory to City personnel in their reasonable discretion is not agreed upon in writing within 30 days of the tender of GMP, the CITY reserves the right to terminate this contract for convenience and the CMAR will immediately tender all documents, in accordance with the applicable provisions of the CONTRACT DOCUMENTS. The CMAR shall have no recourse from this termination and the CITY shall take such documents, as defined, in Section 9.1 of this contract, and commence negotiations with the second and third ranked firm, respectively. Conditions precedent to a Phase II contract for this project are the satisfactory final completion of Phase I and an agreed upon GMP. If a GMP is agreed to with the CMAR, a separate contract will be entered into between the parties.

ARTICLE 4 COMPENSATION FOR PRE-CONSTRUCTION PHASE SERVICES/PRE-CONSTRUCTION FEE

- 4.1 CITY agrees to pay CMAR, in the manner specified in subsection 4.2, the total lump sum compensation in an amount not to exceed One hundred and sixty-five thousand, two hundred and eighty eight dollars (\$165,288.00) for work actually performed and completed pursuant to this Contract which amount shall be accepted by CMAR as full compensation for all such pre-construction service phase work. It is acknowledged and agreed by CMAR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CMAR for its services related to the Scope of Services set forth in Exhibits "A" and "A-1". This maximum amount, however, does not constitute a limitation, of any sort, upon CMAR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CMAR'S to reimburse its expenses.
- 4.2 The lump sum compensation in an amount not to exceed One hundred and sixty-five thousand, two hundred and eighty eight dollars (\$165,288.00) shall be paid out in accordance with the percentage amount set forth as follows:

<u>Project Phases</u>	<u>Fee %</u>
Schematic Design	15%
Design Development	25%

60% Construction Documents	28%
Final GMP	32%

- 4.3 It is understood that the method of compensation is that of lump sum which means that CMAR shall perform all services set forth in Exhibit "A", and in CONTRACT DOCUMENTS, for the total compensation in the Lump sum amount, including all reimbursable expenses.

4.4 METHOD OF BILLING AND PAYMENT

4.4.1 CMAR may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Such invoices shall include the phase of the services for which invoice is submitted along with a detail of the task or services performed for that phase. An original invoice plus one copy are due within 15 days of the end of the month, except the final invoice which must be received no later than 60 days after this contract expires. Invoices shall designate the nature of the services performed and/or the expenses incurred.

4.4.2 CITY shall pay CMAR pursuant to Section 218.735, Florida Statutes. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by PROJECT MANAGER. Payment may be withheld for failure of CMAR to comply with a term, condition, or requirement of the CONTRACT DOCUMENTS.

- 4.5 Notwithstanding any provision of the CONTRACT DOCUMENTS to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied, or resolved in a manner satisfactory to the CONSULTANT AND/OR PROJECT MANAGER, and/or due to CMAR's failure to comply with Section 9.1 below. The amount withheld shall not be subject to payment of interest by CITY.

- 4.6 Payment shall be made to CMAR at:

Moss and Associates, LLC.

2101 N. Andrews Avenue

Fort Lauderdale, FL 33311

ARTICLE 5 CHANGES IN SCOPE OF SERVICES

Any change to the Scope of Services shall require a written amendment to the CONTRACT DOCUMENTS executed by the parties in accordance with Section 9.19 below.

ARTICLE 6 INDEMNIFICATION

The CMAR shall indemnify and hold harmless the CITY, its 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 intentional wrongful misconduct of the CMAR and persons employed or utilized by the CMAR in the performance of the CONTRACT DOCUMENTS. These provisions shall survive the expiration or earlier termination of the CONTRACT DOCUMENTS. 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 Section 768.28, Florida Statutes. Consequential damages are capped at 100% of the fee.

ARTICLE 7 INSURANCE

- 7.1 Prior to the commencement of work governed by the CONTRACT DOCUMENTS (including the pre-staging of personnel and material), the CMAR shall obtain insurance as specified in the schedules shown below. The CMAR will ensure that the insurance obtained will extend protection to all sub-contractors engaged by the CMAR. As an alternative the CMAR may require all SUBCONTRACTORS to obtain insurance consistent with the schedules shown below.

The CMAR will not be permitted to commence work governed by the CONTRACT DOCUMENTS (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the CITY as specified below. Delays in the commencement of work, resulting from the failure of the CMAR to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the CMAR's failure to provide satisfactory evidence.

The CMAR shall maintain the required insurance throughout the entire term of the CONTRACT DOCUMENTS and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the

CMAR to maintain the required insurance shall not extend deadlines specified in the contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the CMAR's failure to maintain the required insurance.

The CMAR shall provide, to the CITY, as satisfactory evidence of the required insurance, either:

1. Certificate of Insurance; or
2. Certified copy of the actual insurance policy

The CITY, at its sole option, has the right to request a certified copy of any or all insurance policies required by the CONTRACT DOCUMENTS. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of 30 days prior notification is given to the CITY by the insurer.

The acceptance and/or approval of the CMAR's insurance shall not be construed as relieving the CMAR from any liability or obligation assumed under the CONTRACT DOCUMENTS or imposed by law. The CITY, its employees and officials will be included as "Additional Insureds" on all policies, except for Workers' Compensation. In addition, the CITY will be named as an Additional Insured and Loss Payee on all policies covering CITY-owned property. Any deviations from these General Insurance Requirements must be requested in writing on the CITY prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by the CITY's Risk Manager.

7.2 INSURANCE LIMITS OF LIABILITY:

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the OWNER. All companies shall have a Florida resident agent and maintain a minimum financial strength rating of "A-", and no less than "Class XV" as to financial size, by the latest edition of A.M. Best Company's Key Rating Guide, latest edition.

The CMAR shall furnish certificates of insurance to the Risk Manager for review and approval prior to the commencement of work governed by this contract. The Certificates shall clearly indicate that the CMAR has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the CMAR. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of 30 days prior notification is given to the CITY by the insurer.

7.2.1 Comprehensive General Liability:

Prior to the commencement of work governed by this contract, the CMAR shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

1. Premises Operations
2. Products and Completed Operations
3. Blanket Contractual Liability
4. Personal Injury Liability
5. Expanded Definition of Property Damage

The minimum limits acceptable shall be:

Combined Single Limit (CSL)

Limits of Liability:

Bodily Injury and Property Damage Liability

Combined Single Limit

Each Occurrence **\$10,000,000**

General Aggregate Limit **\$25,000,000**

Personal Injury **\$2,000,000**

Products/Completed Operations **\$25,000,000**

Endorsements Required:

City of Hollywood included as an Additional Insured

Employees included as insured

Broad Form Contractual Liability

Waiver of Subrogation

Premises/Operations

Products/Completed Operations

Independent Contractors

Sub-Contractor as insured

Primary and Non Contributory

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of 12 months following the acceptance of work by the CITY. The CITY, its employees and officials shall be named as Additional Insureds on all policies issued to satisfy the above requirements.

7.2.2 Comprehensive Automobile Liability:

Recognizing that the work governed by this contract requires the use of vehicles, the CMAR, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

Combined Single Limit (CSL)

Limits of Liability:

Bodily Injury and Property Damage Liability

Combined Single Limit **\$5,000,000**

Any Auto

Including Hired, Borrowed or Non-Owned Autos

Endorsements Required:

Waiver of Subrogation

City Named as Additional Insured on all Contracts and Subcontracts

The CITY, its employees and officials shall be named as Additional Insureds on all policies issued to satisfy the above requirements.

7.2.3 Workers' Compensation Insurance:

Prior to the commencement of work governed by this contract, the CMAR shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the CMAR shall obtain Employers' Liability Insurance with limits of not less than:

\$1,000,000 Bodily Injury by Accident

\$1,000,000 Bodily Injury by Disease, policy limits

\$1,000,000 Bodily Injury by Disease, each employee

Limits of Liability:

Statutory-State of Florida

Endorsements Required:

Waiver of Subrogation

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the CMAR has been approved by the Florida's Department of Labor, as an authorized self-insurer, the CITY shall recognize and honor the CMAR's status. The CMAR may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the CMAR's Excess Insurance Program.

If the CMAR participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the CMAR shall be required to submit updated financial statements from the fund upon request from the CITY.

7.2.4 Builder's Risk Insurance Requirements:

The CMAR shall be required to purchase and maintain, throughout the life of the contract, and until the project is accepted by the City, Builder's Risk Insurance on an All Risk of Loss form. Coverage shall include:

Theft	Aircraft
Windstorm	Vehicles
Hail	Smoke
Explosion	Fire
Riot	Collapse
Civil Commotion	Flood

The policy limits shall be no less than the amount of the finished project plus Soft Costs and coverage shall be provided on a completed value basis. Property located on the construction premises, which is intended to become a permanent part of the building, shall be included as property covered. The policy shall be endorsed permitting the City to occupy the building prior to completion without affecting the coverage. The City of Hollywood shall be named as Additional Insured and Loss Payee. The Builder's Risk Insurance shall be provided on or before the execution of the Phase II agreement. Deductible to be set at \$100,000.

7.2.5 Professional Liability/Errors and Omissions Coverage

Combined Single Limit

Each Occurrence **\$3,000,000**

General Aggregate Limit **\$10,000,000**

Deductible not to exceed **\$100,000**

Must be in effect for at least ten (10) years after Project completion

7.2.6 Pollution Liability

Each Occurrence **\$2,000,000**
Including Non Owned Disposal Sites

7.2.7 Cyber Liability

Each Occurrence **\$2,000,000**

ARTICLE 8
TERMINATION

- 8.1 This contract may be terminated for cause by CITY or by CMAR if the party in breach has not corrected the breach within 30 days after written notice from the aggrieved party identifying the breach, or for convenience by CITY, without any cause, upon not less than 30 days' written notice by PROJECT MANAGER. This contract may also be terminated by PROJECT MANAGER upon such notice as PROJECT MANAGER deems appropriate under the circumstances in the event PROJECT MANAGER determines that termination is necessary to protect the public health, safety, or welfare.
- 8.2 Termination of this contract for cause shall include, but not be limited to, failure to suitably perform the work and failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of CITY as set forth in the CONTRACT DOCUMENT notwithstanding whether any such breach was previously waived or cured. Upon the occurrence of a breach which is not cured within the cure period, in addition to all remedies available to it by law, the City may immediately, upon written notice to the CMAR, terminate this contract whereupon, all payments, advances, or other compensation paid by the City to the CMAR while the CMAR was in breach shall be immediately returned to the City. The City may suspend any payment or part thereof or order a Work stoppage until such time as the issues concerning compliance are resolved. CMAR understands and agrees the termination of this contract under this Article shall not release the CMAR from any obligation accruing prior to the effective date of the termination. In the event of termination due to a default, in addition to the foregoing, the CMAR shall be liable for all costs and expenses incurred by the City in the re-procurement of the Work under the CONTRACT DOCUMENTS.
- 8.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this contract, except that notice of termination by PROJECT MANAGER, which PROJECT MANAGER deems necessary, to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract .
- 8.4 In the event this contract is terminated for convenience, CMAR shall be paid for any services performed to the date the contract is terminated; however, upon being notified of CITY's election to terminate, CMAR shall refrain from performing further services or incurring additional expenses under the terms of the CONTRACT DOCUMENTS. CMAR acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is

acknowledged by CMAR, is given as specific consideration to CMAR for CITY's right to terminate this contract for convenience.

- 8.5 In the event this contract is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 9.1 below.

ARTICLE 9 MISCELLANEOUS

9.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this contract are and shall remain the property of CITY. In the event of termination of this contract any reports, photographs, surveys, estimates, schedules, drawings, and other data and documents prepared by CMAR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CMAR to the PROJECT MANAGER within seven days of termination of this contract by either party. Any compensation due to CMAR shall be withheld until all documents are received as provided in the CONTRACT DOCUMENTS. This shall apply to all documents produced in any phase of the work, regardless of whether a subsequent phase is undertaken with CMAR.

9.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records and accounts of CMAR that are related to the PROJECT. CMAR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the PROJECT.

CMAR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to the CONTRACT DOCUMENTS for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Statute), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three years after termination of this contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CMAR's records, CMAR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CMAR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CMAR acknowledges that if Chapter 119, Florida Statutes entitled "Public Records Law" is applicable to this contract the provisions of Section 119.0701, Florida Statute are also applicable and CMAR acknowledges its obligations to comply with said requirements with regard to public records and shall:

(a) keep and maintain public records required by the City to perform the services required under the contract;

(b) upon request from the City's custodian of public records or his/her designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the CONTRACT DOCUMENTS and following the completion of the contract if the CMAR does not transfer the records to the City; and

(d) upon completion of the contract, CMAR shall transfer, at no cost to the City, all public records in possession of the CMAR or keep or maintain public records required by the City to perform the service. If the CMAR transfers all public records to the City upon completion of the contract, the CMAR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CMAR keeps and maintains public records upon completion of the contract, the CMAR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CMAR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CMAR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK'S OFFICE, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020 OR AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG

9.3 NONDISCRIMINATION

CMAR agrees that it will not discriminate against any employee or applicant for employment for work under this contract because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual

orientation, age, national origin, political affiliation or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

9.4 PUBLIC ENTITY CRIME ACT

CMAR represents that the execution of the CONTRACT DOCUMENTS will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from CITY's competitive procurement activities.

In addition, to the foregoing, CMAR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a public entity crime and that it has not been formally charged with committing an act defined as a public entity crime regardless of the amount of money involved and regardless of whether CMAR has been placed on the convicted vendor list.

9.5 INDEPENDENT CONTRACTOR

CMAR is an independent contractor under this Contract. Services provided by CMAR pursuant to the CONTRACT DOCUMENTS shall be subject to the supervision of CMAR. In providing such services, neither contractor nor its agents shall act as officers, employees, or agents of the CITY. The contract shall not constitute or make the parties a partnership or joint venture. The CITY is not responsible for any debt, default, act or omission of CMAR.

9.6 PREVAILING WAGE REQUIREMENT (IF REQUIRED BY FUNDING SOURCE)

9.6.1 CMAR shall be responsible for ensuring payment of the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by him/her or his/her SUBCONTRACTORS on the work covered by this contract which shall be not less than the prevailing

rate of wages and fringe benefits or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida that is in effect prior to the date the CITY issued the Request for Qualifications (RFQ) for this PROJECT.

If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to such worker classification shall be the fringe benefit rate that has a basic wage rate closest in dollar amount to the work classification for which no fringe benefit rate has been provided.

- 9.6.2 Upon commencement of work, CMAR and all of its SUBCONTRACTORS shall post a notice in a prominent place at the work site stating the requirements of this section.
- 9.6.3 If any questions should arise concerning the applications of this Section, which are not specifically addressed, the CITY may, but is not required to, rely on rules, regulations, practices, administrative rulings and court decisions governing applications of the Davis-Bacon Act.
- 9.6.4 CMAR and its SUBCONTRACTORS shall submit to the CITY on a regular basis, but not less than monthly, payroll sheets, which have been certified under oath by CMAR and/or SUBCONTRACTORS as to their accuracy and compliance with the provisions of this Section. The certified payroll sheets shall contain the following: name and address of each employee; his/her current classification; rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits); daily and weekly number of hours worked; deductions made; and actual wages paid. Such records shall be maintained by CMAR and its SUBCONTRACTORS for a period of at least three years following completion of the work.
- 9.6.5 The CITY may withhold, or cause to be withheld from CMAR, so much of any requisitioned payment as may be considered necessary to pay laborers, mechanics and apprentices the full amount of wages required by this section. The CITY, or its designee, may enter on the job site and conduct such inquiries of CMAR'S workers and its subcontractor's workers to determine whether this section is being complied with. If CMAR or its SUBCONTRACTOR fails to pay any laborers, mechanics or apprentices employed or working on the job site all or part of the wages required by this section, then the CITY may, after written notice to CMAR, take such action as may be necessary to cause suspension of any further payments or advances until such violations have been corrected. If the violations are not corrected, the CITY may terminate CMAR's right to proceed with the work or such part of the work for which there has been a failure to pay the required wages and take such steps as are necessary to complete the

work, whereupon CMAR and its sureties shall be liable to the CITY for all excess costs incurred by the CITY.

9.6.6 The CMAR shall insert in any subcontracts such language as is necessary to require all of its SUBCONTRACTORS to comply with the requirements of this section. CMAR shall be responsible for noncompliance by any of its SUBCONTRACTORS. This section shall be deemed part of any contract entered into between CMAR and any of his/her SUBCONTRACTORS.

9.7 THIRD PARTY BENEFICIARIES

Neither CMAR nor CITY intends to directly or substantially benefit a third party by this contract. Therefore, the parties agree that there are no third party beneficiaries to this contract and that no third party shall be entitled to assert a claim against either of them based upon the CONTRACT DOCUMENTS. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under the CONTRACT DOCUMENTS.

9.8 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY OF HOLLYWOOD:

Jose Cortes, Director
Department of Design and Construction Management
2207 Raleigh Street
Hollywood, Florida 33020

FOR CMAR :

Brett Atkinson, Co-President South Florida
Moss and Associates, LLC
2101 N. Andrews Avenue
Fort Lauderdale, Florida 33311

NOTE: Must also provide a copy to Kim Gessner, Vice
President/Deputy General Counsel at the same address

9.9 ASSIGNMENT AND PERFORMANCE

Neither this contract nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CMAR shall not subcontract any portion of the work required of it by the CONTRACT DOCUMENTS without written consent of the PROJECT MANAGER.

CMAR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CMAR shall perform its duties, obligations, and services under this contract in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

9.10 CONFLICTS

Neither CMAR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CMAR's loyal and conscientious exercise of judgment related to its performance under the CONTRACT DOCUMENTS.

CMAR agrees that none of its officers or employees shall, during the term of this contract, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CMAR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CMAR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CMAR is permitted to utilize subcontractors to perform any services required by the CONTRACT DOCUMENTS, CMAR agrees to prohibit such SUBCONTRACTORS, by written contract, from having any conflicts within the meaning of this section.

9.11 PROHIBITION AGAINST CONTINGENT FEES.

CMAR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CMAR, to solicit or secure this contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CMAR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.. For a breach or violation of this provision, CITY shall have the right to terminate this contract without liability at its discretion, or to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

9.12 TRUTH IN NEGOTIATION

CMAR shall execute and furnish to the CITY a Truth-in-Negotiation Certificate, stating that wage rates and other factual unit costs supporting compensation are accurate, complete and current at the time of execution of the contract. The original contract amount and any additions thereto shall be adjusted to exclude any significant sums when CITY determines the contract amount was increased due to inaccurate, incomplete or noncurrent wage rates or other factual costs.

9.13 MATERIALITY AND WAIVER OF BREACH

CITY AND CMAR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this contract and, therefore, is a material term hereof.

CITY's failure to enforce any provision of this contract shall not be deemed a waiver of such provision or modification of this contract. A waiver of any breach of a provision of this contract shall not be deem a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this contract.

9.14 LIQUIDATED DAMAGES.

A. LIQUIDATED DAMAGES FOR SUBSTANTIAL COMPLETION.

1. The CMAR shall pay the Owner the sum of \$ 8,630.00 Dollars per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth in the CONTRACT DOCUMENTS for Substantial Completion of each phase, if phased, or the project, if not phased. Liquidated damages will be capped at 100% of the fee.
2. Owner and CMAR acknowledge that any sums due and payable by the CMAR shall be payable, not as a penalty, but as liquidated

damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner as estimated at the time of executing the CONTRACT DOCUMENTS. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the CMAR an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in the Owner's discretion the CMAR overcomes the delay in achieving the Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the CMAR those funds withheld, but no longer applicable, as liquidated damages.

3. Partial use or occupancy of the PROJECT may not result in the Scope of Services/Work being deemed substantially completed, and such partial use or occupancy may not be evidence of Substantial Completion.

Substantial Completion, in the context of this contract, does not refer to any prior dates on which the Owner employs other contractors to work on the same site.

B. LIQUIDATED DAMAGES FOR FINAL COMPLETION.

1. If the CMAR fails to achieve final completion within 60 days of the date of Substantial Completion, the CMAR shall pay the Owner the sum of \$ 8,630.00 Dollars per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth for completion of the Work or Project. Liquidated damages will be capped at 100% of the fee.
2. Any sums due and payable hereunder by the CMAR shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner, as estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the CMAR an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.
3. Prior to being entitled to receive final payment, and as a condition precedent thereto, the CMAR shall provide the Owner, in the form and manner required by the Owner, the following:

- a. An affidavit that the CMAR's obligations to all subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;
- b. Such other documents as required by the Project Manual from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who may have a claim against the person or entity or retained it, including but not limited to final releases of bond;
- c. All product warranties, operating manuals, instruction manuals and other documents customarily required of the CMAR or reasonably required by the Owner, including but not limited to those required elsewhere in the CONTRACT DOCUMENTS, as part of its Project Closing procedures.

9.15 COMPLIANCE WITH LAWS

CMAR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to the CONTRACT DOCUMENTS.

9.16 SEVERANCE

In the event a portion of this contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CMAR elects to terminate this contract. An election to terminate this contract based upon this provision shall be made within seven days after the finding by the court becomes final

9.17 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of CONTRACT DOCUMENTS has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

9.18 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached, any document or events referred to herein, or any document incorporated into the CONTRACT DOCUMENTS by reference

and a term, statement, requirement, or provision of the CONTRACT DOCUMENTS, the term, statement, requirement, or provision contained in the CONTRACT DCUMENTS shall prevail and be given effect.

9.19 APPLICABLE LAW AND VENUE

The CONTRACT DOCUMENTS shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation or any proceedings concerning the CONTRACT DOCUMENTS shall be exclusively in Broward County, Florida.

9.20 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this contract and executed by the CITY and CMAR.

9.21 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of the CONTRACT DOCUMENTS that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 9.20 above.

9.22 DRUG-FREE WORKPLACE

It is a requirement of CITY that it enter into contracts only with firms that certify the establishment of a drug free work place. Execution of this contract by CMAR shall serve, as CMAR's required certification that it either has or that it will establish a drug free work place.

9.23 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth herein is acknowledged by the parties. The attached Exhibits A and B, and Forms 1, 2, 3 and 4 are incorporated into and made a part of the CONTRACT DOCUMENTS.

9.24 COUNTERPARTS

This contract may be executed in two or more copies by all parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 10 SUBCONTRACTORS AND PURCHASE ORDERS

Unless waived in writing, for good cause, by the CONSULTANT or PROJECT MANAGER, CMAR must obtain competitive pricing and subcontract, in compliance with the requirements of this Article 10, for 100% of CMAR direct construction cost required under this contract. Subcontracts and purchase orders, involving amounts not in excess of (\$25,000.00) may be awarded without the prior approval of the CONSULTANT. All other subcontracts and purchase orders shall be awarded according to the following procedure:

CMAR shall prepare for CONSULTANT'S and PROJECT MANAGER'S review and approval a list of subcontractors and suppliers for each bid who meet the CMAR's schedule of minimum requirements. CMAR shall obtain bids from a minimum of three such subcontractors for each subcontract, when available. After receiving such bids, CMAR shall analyze them and make recommendations to the CONSULTANT for awards. When the CONSULTANT and the PROJECT MANAGER have approved the award of any such subcontract or purchase order, CMAR shall contract solely in its own name and behalf, and not in the name or behalf of the CITY, with the specified subcontractor or supplier. The subcontract shall provide that the subcontractor shall perform its portion of the Work in accordance with all applicable provisions of CONTRACT DOCUMENTS; that the subcontractor shall be bound to the CMAR, to the same extent as CMAR is bound to the CITY, to name the CITY, its employees and officers as an additional insureds on its comprehensive general liability insurance; that the subcontractor shall provide an insurance certificate evidencing the same; that CMAR shall have the right to terminate the subcontract in the same manner and by the same method as provided for termination of this contract by the CITY, or as otherwise provided in the subcontract, whichever is more protective of the CITY'S interest; and that, in the event this contract is terminated for any reason, the subcontractor shall, at the CITY'S option, perform its subcontract for the CITY, or for a CONTRACTOR designated by the CITY, without additional or increased cost, provided the subcontractor is paid in accordance with its subcontract. CMAR shall sign and cause each subcontractor to sign an Assignment of Rights under Construction Subcontract. Nothing contained herein shall impose on the CITY an obligation to assume any subcontract or make any payments to any subcontractor to perform, and nothing contained herein shall create any contractual relationship between the CITY and any subcontractor. If the CONSULTANT and the PROJECT MANAGER shall approve as the selected subcontractor or supplier a bidder whose bid

exceeds that of the bidder recommended by the CMAR , whose bid complies with the CONTRACT DOCUMENTS (the amount by which the bid of the selected subcontractor exceeds the bid of the bidder recommended by the CMAR is referred to herein as the "preferred subcontractor cost differential"), then the PROJECT MANAGER may designate that the Guaranteed Maximum Price shall be increased by the lesser of the preferred subcontractor cost differential or the Contingency Allowance. All subcontracts shall, so far as applicable, contain unit prices and any other feasible formula for use in determination of the cost of changes in the WORK.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and date first above written, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

THE CITY OF HOLLYWOOD, a municipal corporation of the State of Florida

By: _____

JOSH LEVY, MAYOR

ATTEST:


PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM & LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF HOLLYWOOD, FLORIDA ONLY.


DOUGLAS R. GONZALES
CITY ATTORNEY

APPROVED AS TO FINANCE:

BY: _____

MELISSA CRUZ, DIRECTOR OF FINANCIAL SERVICES

CONSTRUCTION MANAGEMENT AT RISK SERVICES CONTRACT FOR PRE-CONSTRUCTION SERVICES

CONTRACTOR

WHEN THE CMAR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(SEAL)

(Witness)
(Signature of individual)

(SEAL)

(Witness)
(Signature of individual)

WHEN THE CMAR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

Witness (Name of Firm)

(SEAL)

(Witness)
(Signature of individual)

WHEN THE CMAR IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Witness) (Name of Firm)

(Witness)

BY:

(Partner)

CONSTRUCTION MANAGEMENT AT RISK SERVICES CONTRACT FOR PRE-CONSTRUCTION SERVICES

WHEN THE CMAR IS A CORPORATION: (LLC)

ATTEST:

Shalee Golden
Secretary

Moss + Associates, LLC
(Correct Name of Corporation)

(SEAL)

BY:

[Signature]
(President)

LIST OF EXHIBITS

- EXHIBITS:
- A. Scope of Services
 - A-1a Fee Proposal matching Section 4.2 of Phase I
Pre-Construction Services agreement
 - A-1b Narrative accompanying Fee Proposal
 - B. Project Schedule
 - C. Project Team and Roles
 - D. Phase II Construction Services Agreement
(Template)
 - E. Subcontractor and Material Supplier Payment
Certification
 - F. Tabulation of subcontractors and material
suppliers

EXHIBIT "A"

SCOPE OF SERVICES

CMAR shall provide pre-construction services as set forth in Article 1 of the contract and as set forth in this Exhibit.

The services of the CMAR shall include those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned. The CMAR shall also comply with all requirements of the Florida Building Code (FBC), permits issued and included as part of the Project Documents and any other applicable codes, regulations and procedures that are in effect as of the date the building permit(s) is issued. Notwithstanding any other provisions of the CONTRACT DOCUMENTS to the contrary, any substantially affected person may appeal any building code dispute or interpretation of the Chief Building Official of the City of Hollywood, Florida to the Broward County Board of Rules and Appeals.

I. GENERAL PRECONSTRUCTION PHASE

- A. Based upon the preliminary schedule set forth in Exhibit "B", CMAR shall develop a detailed project schedule, utilizing Critical path method ("CPM") logic sequencing, reflecting the design (remaining portion thereof) and construction of the overall project. CMAR shall establish the project schedule identifying all phases, critical path elements, responsibilities of the CITY, Consultant, outside agencies, third parties and any other impacts which would affect project schedule and progress, and update them with each deliverable during the Pre-Construction Phase I contract and monthly thereafter throughout the duration of the Construction Services Phase contract. Schedule is subject to CITY approval.
- B. CMAR shall utilize the completed detailed project schedule, to develop a project control schedule, which shall be presented in a bar graph format. The purpose of the project control schedule is to summarize the information contained in the CPM schedule in order to provide the project team with a management tool and an overall project visual aid to easily determine the schedule and status of the total project. The information derived from these two schedules are to become part of the CMAR's management plan developed by CMAR.
- C. CMAR shall periodically update on a monthly basis both the detailed project schedule and the project control schedule throughout the term of the preconstruction and construction phases of the project as part of CMAR's management activity.

EXHIBIT "A"

- D. CMAR shall review project requirements, specifications, on and off-site development, survey requirements, preliminary budget, and make value engineering and constructability recommendations for revisions to the CITY and Consultant in the form of a written report prior to final payment for Phase I Pre-Construction Services.
- E. CMAR shall provide project delivery options for the design, bid, and bid packaging of the project for efficient scheduling, and cash flow projections. Such information shall be provided to the CITY and Consultant in the form of a written report prior to final payment for Phase I Pre-Construction Services.
- F. CMAR shall utilize information and reporting systems to provide the CITY with reports at each deliverable containing accurate and current cost controls, work status, including but not limited to Work narrative, Work completed/anticipated, short term and long term schedules, and estimated expenditures for the project. Such information shall be provided to the CITY and Consultant in the form of a written report, prior to final payment for Phase I Pre-Construction Services.
- G. CMAR shall prepare a report with the project team's participation which shall describe, as a minimum, the Work plan, job responsibilities, and written procedures for reports, meetings, inspections, changes to the project, building systems and delivery options, site logistics plan, and other relevant matters. Such information shall be provided to the CITY and Consultant prior to final payment for Phase I Pre-Construction Services.
- H. The Construction Manager At Risk shall provide market information and motivation for subcontractor interest and recommendations for SBE/MBE/WBE and local business participation. This shall include communication with contractor and trade organizations requesting participation, advertising, outreach programs, and reporting of all of the foregoing to the CITY.
- I. CMAR's personnel to be assigned during this phase and their duties and responsibilities to this project and the duration of their assignments are shown on Exhibit "C" and as set forth in the RFQ under the General Conditions. All required reports and documentation shall be submitted and approved by the CITY as pre-requisite to progress payments to CMAR by the CITY during this phase.

EXHIBIT "A"**II. DESIGN PHASE AS PART OF PRE-CONSTRUCTION PHASE**

- A. CMAR shall review and evaluate design development documents (if applicable) for clarity, consistency, completeness, and ease of construction in order to achieve the overall objective of the project. CMAR will also periodically review all CONTRACT DOCUMENTS for constructability and to help ensure compliance with all applicable laws, rules, codes, design standards, and ordinances. CMAR shall immediately notify CITY of any non-compliant CONTRACT DOCUMENTS. Such information shall be provided to the CITY and Consultant in the form of a written report in format as noted herein prior to final payment for this phase.

CMAR will be required to attend all project related meetings.

- B. CMAR 's review of the design documents shall include the following activities:
1. Preparing a Master Checklist to be used as a guide for reviewing each technical discipline.
 2. Preparing and presenting a written report of constructability problems and concerns, including:
 - (a) recommendations
 - (b) checklist and comments
 3. Attending workshop meetings with the Consultant and the PROJECT MANAGER to review proposed changes and recommending the changes, which are to be implemented for the PROJECT.
 4. Verifying and conducting final review of changes to the construction Documents.
- C. CMAR's services shall be rendered compatible and in cooperation with the Consultant's services under the CITY's Agreement with the CONSULTANT. CMAR will be required to maintain a working relationship with and coordinate their activities with the Consultant and any additional consultants, testing labs and others that CITY designates for the project and report all findings as specified in Section 3.5 of the Pre Construction Services Contract.

EXHIBIT "A"

- D. CMAR shall prepare and provide to the CITY and Consultant:
- a. A square foot cost estimate for up to three concepts at Concept Design (including building, garage and all project site work including storm water management areas)
 - b. Detailed cost estimates, recommendations, and a site logistics plan at Schematic Design (S.D.), Design Development (D.D.), and 60% Construction Documents (C.D.) phases of the PROJECT, in addition to the GMP at 90% Construction Documents.
- Such information shall be provided to the CITY and CONSULTANT in the form of a written report prior to final payment for each phase.
- E. CMAR shall review all CONTRACT DOCUMENTS for the new and existing buildings and/or building sites and provide value engineering recommendations to minimize the CITY's capital outlay and maximize the CITY's operational resources. Such information shall be provided to the CITY and CONSULTANT in the form of a written report prior to final payment for this phase. All such recommendations shall be acknowledged and reviewed for incorporation into the CONSTRUCTION DOCUMENTS by the CONSULTANT once authorized by the CITY in writing.
- F. CMAR will review all CONTRACT DOCUMENTS, all new and existing buildings' conditions and the building site to ensure proper coordination, constructability, clarity and completeness, and to minimize conflict, errors, omissions and unforeseen conditions. CMAR shall coordinate with the CONSULTANT to eliminate change orders due to errors, omissions and unforeseen conditions. CMAR agrees specifically that no change orders shall be requested by the CMAR or considered by the CITY for reasons that were or should have reasonably been known by CMAR involving unforeseen conditions, conflicts or questions of clarity in the CONTRACT DOCUMENTS, or between the CONTRACT DOCUMENTS and the existing conditions, utilities, and unforeseen underground conditions.
- G. CMAR will coordinate with the CONSULTANT and provide to the project construction team permitting applications and requirements for the projects. CMAR will periodically update cost estimates and make recommendations to keep the project within the target budget.

EXHIBIT "A"

- H. At completion of CMAR's review of the plans and specifications, except only as to specific matters as may be identified by appropriate written comments pursuant to this section, CMAR, without assuming the CONSULTANT's responsibilities, shall notify CITY in writing that the plans and specifications are consistent, practical, feasible and constructible and that the work described in the plans and specifications for the various bidding packages is constructible within the scheduled construction time.
 - 1. **DISCLAIMER OF WARRANTY: THE CITY DISCLAIMS ANY WARRANTY THAT THE PLANS AND SPECIFICATIONS FOR THE PROJECT ARE ACCURATE, PRACTICAL, CONSISTENT, CONSTRUCTIBLE OR WITHOUT DEFECT.**
- I. The CITY may select certain projects for expediting using fast-track construction. When this option is exercised, in writing, by the CITY, it shall be implemented if it is identified as necessary in a plan prepared by the CMAR and agreed to by the City and Consultant.
- J. Design/Construction documents as noted herein shall be submitted by the Consultant for review and approval by CITY (including Building Code review and Building permit issuance for 100% completion documents) the CONTRACTOR and others, as applicable, having jurisdiction.
 - 1. Foundation / Structural / Life Cycle Cost Analysis / Site and Off-Site Package – 100% Documents
 - a. A separate 60% completion progress set of building finish package drawings shall also be submitted which shall show all of the major characteristics of the project utilities and service, detailed site and floor plans, elevations, sections, schedules, etc.
 - b. Construction may begin after approvals and building permit is obtained for above package.
 - 2. Building Finish Package – 100% Documents
 - 3. As mutually agreed by the parties in writing.

EXHIBIT "A"

- K. CMAR shall be responsible for preparing five construction cost estimates. The PROJECT MANAGER shall have the option of reducing the number of estimates depending on the percentage of the construction documents that is complete by the time this contract is executed.
- L. CMAR shall prepare a square foot estimate at the Concept Design Phase based on square foot costs of comparable projects. CMAR will also provide a narrative on up to three Concept Designs prepared by the Design Consultant indicating how much more or less as a percentage of overall cost each Concept is anticipated to cost compared to the base square foot estimate.
- M. The Construction Manager At Risk shall prepare the second Construction Cost Estimate as a Conceptual Estimate based on the Schematic Design. The purpose of the Conceptual Construction Cost Estimate is to verify the owner's ability to complete the project within the established construction budget, and to make adjustments to the concept plan if needed to ensure that the project can be constructed within the established budget. The cost information derived from this estimate shall directly relate to the Construction Manager At Risk's recommendations in the Constructability and Value Engineering Report relative to ways to reduce and/or control costs.
- N. CMAR shall prepare the third construction cost estimate based on design development documents and shall estimate the cost of the major elements and subcomponents of the project. The purpose of the first construction cost estimate is to verify the owner's ability to complete the project within the established construction budget. The cost information derived from this estimate shall directly relate to CMAR's recommendations in the constructability and value engineers report relative to ways to reduce and/or control costs.
- O. The fourth construction cost estimate shall be done on or before the sixty percent (60%) construction document stage. Based on the results of this estimate, CMAR should be prepared to offer recommendations on whether or not the scope of the PROJECT needs to be changed in order to complete the PROJECT within the established budget.
- P. The fifth construction cost estimate shall be based on ninety percent (90%) complete construction documents and shall be "permit ready" with sufficient detail to permit issuance of a building permit and to obtain all required approval of all governmental authorities having jurisdiction over the project. This Estimate shall be used as the basis for negotiating the GMP for the PROJECT and the basis for monitoring status of the PROJECT throughout the construction phase.

EXHIBIT "A"

- Q. As a result of CMAR's constructability review or construction cost estimate and in order to reduce or control costs, CMAR shall analyze the building's structural, architectural, mechanical, electrical and plumbing systems and elements, and make cost/performance recommendations for the PROJECT MANAGER's and CONSULTANT's consideration. CMAR shall prepare its recommendation in the form of a written report to be presented to the project team.

III. BIDDING AND AWARD PHASE AS PART OF PRECONSTRUCTION PHASE

- A. Upon obtaining all necessary approvals of the construction documents, including a building permit as required by the FBC, CMAR shall submit for CITY approval of the any revisions to the GMP.
- B. CMAR shall review the CITY's records of pre-qualified contractors, and if applicable, prepare a list of those recommended for work pursuant to this contract. The CITY reserves the right to reject any or all subcontractors recommended for approval. CMAR shall maintain a list of all potential bidders, including SBE/MBE/WBE and local firms and those who are approved as pre-qualified. In the event that this PROJECT is funded wholly or in part by grant funds or other governmental entity funding, CMAR shall comply with any and all requirements of the funding source or requirements of the governmental entity.
- C. CMAR shall evaluate potential participants to establish their qualifications (based on past work experience, similar projects, the building quality of those past projects, and other similar factors) presentation to the CITY. CMAR shall present its evaluation to the CITY in the form of a written report utilizing the attached forms as necessary, the subcontractors being considered, the scope of work recommended for that subcontractor, the subcontractor's qualifications and past work history, and CMAR's recommendation concerning the use of the listed subcontractors.
- D. The Construction Manager At Risk shall provide the necessary services to reach out to SBE/MBE/WBE and local firms.
- E. CMAR shall prepare and issue the bid packages to cover the scope of the Work for this contract.
- F. CMAR, in coordination with the CITY, shall schedule pre-bid conferences as required and issue a written summary of the conference(s).

EXHIBIT "A"

- G. CMAR and CITY shall jointly open and evaluate, at a mutually agreed upon location, at least three bids, if possible, for each portion of the WORK solicited. CMAR shall also make recommendations to the CITY for award to the lowest, responsive, and responsible bidder. A recommendation for award to other than the lowest bidder shall be justified in writing. CMAR will disclose any related party relationship in a bidding subcontractor in writing prior to the award of contracts. For the purposes of this agreement, a related party relationship shall constitute any instance of common ownership, common management, or an ownership stake in the bidding subcontractor. CMAR is required to present the bid tabulation summary and all supporting bid day documentation to the CITY after the bid opening. The referenced documentation as well as the awarding of any subcontracts is subject to the written approval of the CITY. The CMAR is not authorized to enter into any subcontract agreements without first obtaining written approval for each subcontractor.
- H. GMP: Upon completion of the design phase [construction documents 100% complete] and bidding, the CMAR shall present to the CITY the GMP for the CITY's review and approval in accordance with the provisions of the CONTRACT DOCUMENTS and the requirements set forth in this Exhibit.
- I. Should CMAR desire to submit a bid to self-perform any of the portions of the Work, this intention must be clearly conveyed to the CITY prior to the receipt of any other bids for the same scope of work. All bids to be received for this portion of the Work must be submitted directly to the CITY who will then open and evaluate at bid opening. When three or more bids are received for that portion of work, and the CONTRACTOR's CMAR's bid is the lowest and approved by the CITY, CMAR's bid shall be incorporated in the GMP as a lump sum. In the event where fewer than three bids are received for that portion of work which the CMAR intends to self-perform, the CITY shall reimburse CMAR for the actual cost of work performed, subject to the supporting documentation provisions as outlined in the CONTRACT DOCUMENTS.

Exhibit A-1a

City of Hollywood Police Headquarters
Preconstruction Budget and Manpower Schedule



Schematic Design			Design Development			60% CD	90% CD - GMP
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3/26/2021

Title	Billable Rates	Total % Utilized	August 1	September 2	October 3	November 4	December 5	January 6	February 7	March 8	April 9	May 10	June 11	Total Hours	Total Cost
Director of Operations	\$194.00	2%	2	7	4	4	0	8	4	4	4	6	0	43	\$8,342
Project Executive	\$189.00	5%	4	4	4	4	4	4	4	4	10	20	24	86	\$16,254
Director of Preconstruction	\$184.00	6%	6	16	4	4	16	12	4	4	6	10	24	108	\$19,872
Preconstruction Chief	\$154.00	10%	12	50	8	8	32	60	8	8	20	32	120	358	\$55,132
Senior Preconstruction Manager	\$139.00	9%	8	10	0	0	0	20	0	0	0	20	24	80	\$22,518
Senior Preconstruction Manager	\$139.00	8%	0	0	0	0	16	20	0	0	20	24	80	160	\$22,240
Cost Engineer	\$58.00	9%	8	18	0	0	0	20	0	0	10	30	80	166	\$9,628
Senior Precon/VDC Lead	\$139.00	3%	6	8	0	0	0	12	0	0	8	24	0	58	\$8,062
General Superintendent	\$208.00	0%	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Scheduler	\$180.00	1%	0	4	0	0	0	4	0	0	2	4	4	18	\$3,240
Man-hours Monthly			48	117	20	20	68	160	20	20	100	174	412	1,159	1,159
Monthly Billing			\$6,874	\$17,024	\$3,500	\$3,500	\$10,852	\$22,864	\$3,500	\$3,500	\$14,462	\$24,180	\$55,032		\$165,288

1,159	Estimated Man-hours
\$165,288	Base Cost
1.00	Project Multiplier
\$165,288	Estimated Manpower Costs
\$0	Reimbursables (See Breakdown)
\$165,288	TOTAL

- Notes:
1. See Preconstruction Deliverable Narrative for description of Preconstruction Services to be performed.
 2. This Preconstruction Budget and Manpower Schedule is an estimate of the services which are described in the Preconstruction Deliverables Narrative prepared by Moss dated 3/26/21.
 3. Should the Owner deem that any of the services are not required, then the Preconstruction Budget may be adjusted.
 4. Billing for Preconstruction Services will be monthly.
 5. The hours identified above shall be coordinated with the Construction Budget and kept separate.

This is provided as a supplement to the Scope of Services in "Exhibit A"

**City of Hollywood Police Headquarters
Preconstruction Deliverable Narrative
3/26/21**

Conceptual Budget – Programmatic Cost Analysis

Items of work to be performed:

1. Provide square foot cost analysis of the two (2) Conceptual Designs
2. Provide (CPM) Critical Path Method of the overall project schedule (1-page study)

Deliverables:

1. Square Foot cost estimate
2. Design Per Review

Review of Schematic Design Documents

Items of work to be performed:

1. Review Schematic Design Budget provided by Design Team.
2. Provide square foot cost analysis of the Schematic Design Documents (schematic phase construction cost estimate)
3. Identify potential discrepancies between Design Team SD budget and CMAR SD budget.
4. Provide initial feedback on constructability and building systems
5. Identify long lead items
6. Development of (CPM) Critical Path Method of the overall project schedule
7. Project site analysis including Site visit
8. Attend project planning and coordination meetings (incl. reconciliation workshop) and participate, if needed, with Community Outreach

Deliverables:

1. Schematic Phase construction cost estimate
2. Project Schedule including broad sequencing of the design and construction of the project
3. Meeting minutes of the reconciliation workshop
4. List of recommendations on bidding packages including phasing and permitting of components
5. Construction Management Plan (CMP) , including permitting strategy, construction quality control; a list of possible work segments to be constructed under multiple GMP's if applicable; the number of sub-agreements to be awarded to subcontractors and suppliers for the project construction

Review of Design Development Documents

Items of work to be performed:

1. Up-date the overall Project Schedule (CPM) with key Milestones and Long Lead items highlighted
2. Constructability and construction methods review including proposed delegated engineering components
3. Value engineering analysis to maintain GMP stated construction cost limitation including life cycle analysis
4. Develop a detailed construction cost estimate (CSI format)
5. Develop specific allowances to be included at 60% CD design progress and budget
6. Attend project planning and coordination meetings (incl. reconciliation workshop) and participate, if needed, with Community Outreach

Deliverables:

1. Meeting minutes of the reconciliation workshop
2. Summary chart of proposed alternate systems and constructability items.
3. Up-dated project schedule with key Milestones highlighted
4. Detailed construction Cost estimate and reconcile summary comparison with design team estimate
5. Updated CPM to include revisions in drawings and specifications and examination of the results of any additional investigatory reports
 - a. Subsurface conditions
 - b. Drawings of physical conditions of existing surface and subsurface facilities
 - c. Documents depicting underground utilities placement and physical condition (whether obtained by the Department , the Design Consultant or the CMAR)
 - d. Right of Way
 - e. The status of the procurement of long lead items, equipment and materials
 - f. Funding issues identified by the Department
 - g. Input from the public

Review of Construction Documents

Items of work to be performed:

1. Develop a detailed construction progress schedule
2. Constructability and maintainability reviews at 60% level of document completion
3. Value engineering analysis to maintain GMP construction cost limitation
4. Update specific allowances to be carried at 60% CD budget
5. Develop requirements for project site safety program
6. Develop requirements for project quality assurance
7. Develop a GMP CM agreement based on 90% CD set including assumptions, clarifications, and exemptions
8. Assist with permitting review process, if needed
9. Attend project planning and coordination meetings (incl. reconciliation workshops) and participate, if needed , with Community Outreach
10. Submit plan to start working on utility relocates, environmental removal and demolition

Deliverables:

1. Minutes of reconciliation workshop meetings at each level of construction document completion
2. Summary chart of proposed alternate systems and constructability items and bid alternates
3. Recommendations on Sustainable Strategies Analysis
4. Detailed construction schedule with key milestones and long lead components highlighted
5. 60% CD & 90% CD cost estimate package
6. GMP Package and Construction management agreement

7. **NOTE: If a 30% CD Set is issued this proposal does not include a cost estimate package**

EXHIBIT "B"
PROJECT SCHEDULE

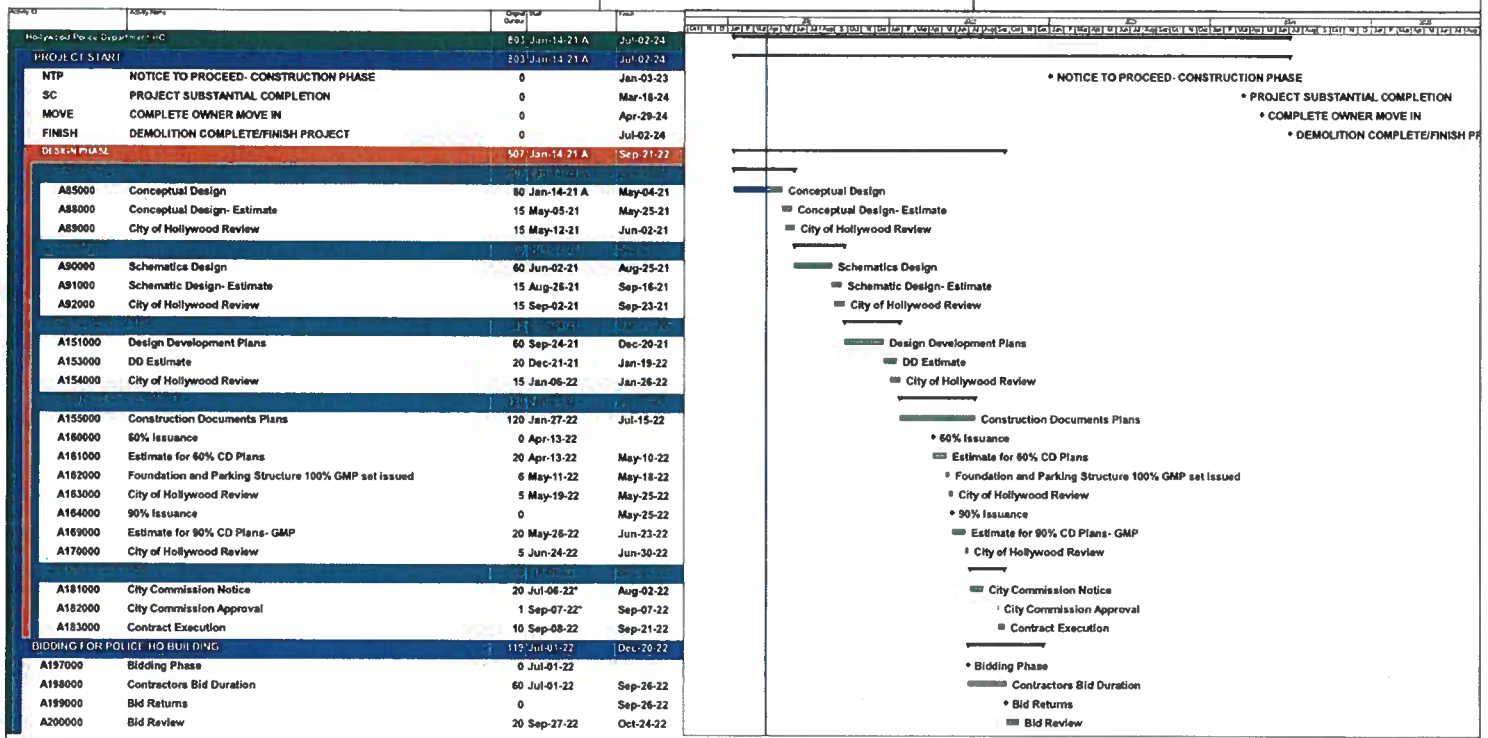
[Insert CMAR Pre-construction Services and preliminary Construction Services Schedule]

Exhibit B

Hollywood Police Department HQ

DATA DATE: Mar-29-21

PAGE:1 OF 3



HPS-PR 032921-5



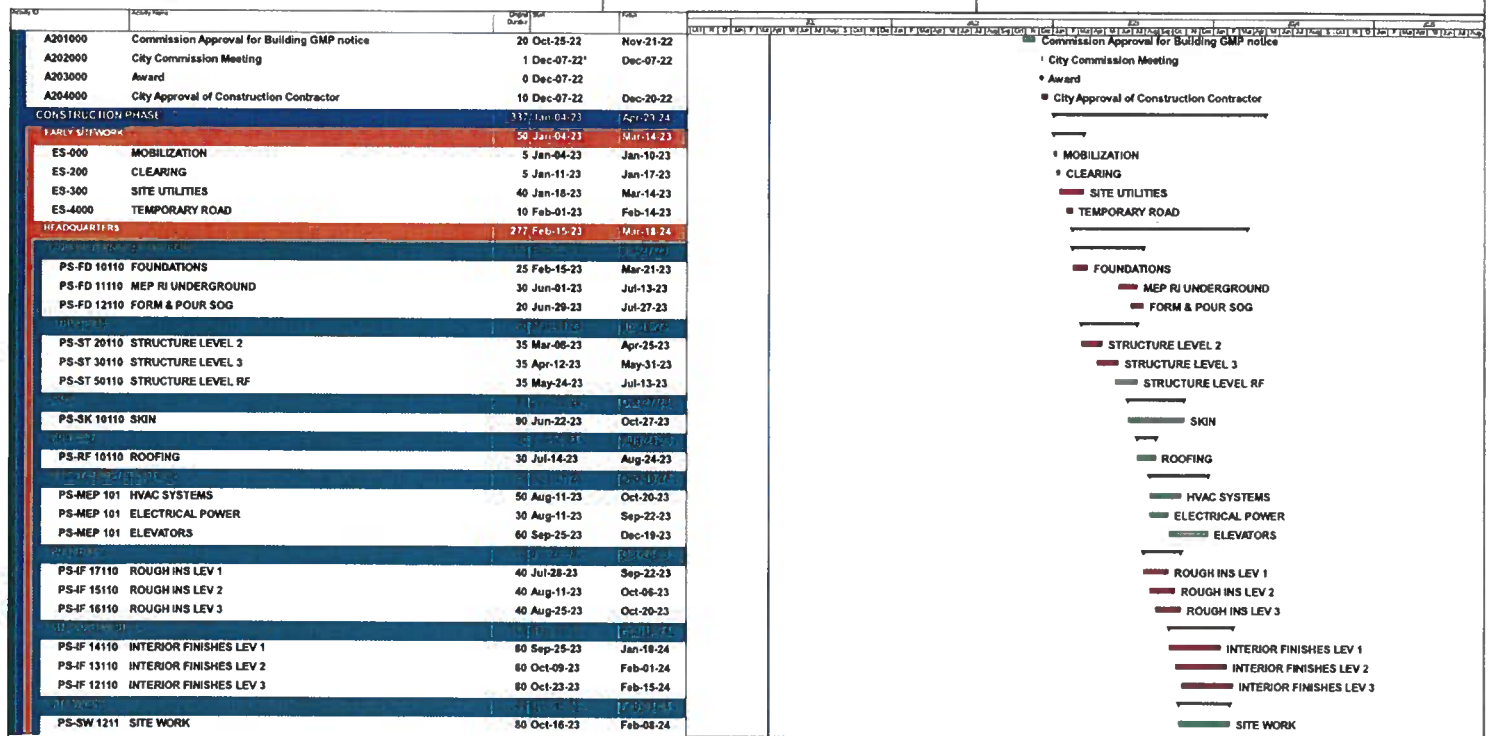
Project #P190099
City of Hollywood New Police Headquarters
Preliminary Schedule
April 1, 2021

Preliminary Schedule – construction durations are approximate and are based on conceptual sketches / drawings. The schedule will be more fully developed during the preconstruction phase of the project.

Hollywood Police Department HQ

DATA DATE: Mar-29-21

PAGE:2 OF 3



HPS-PR 032921-1



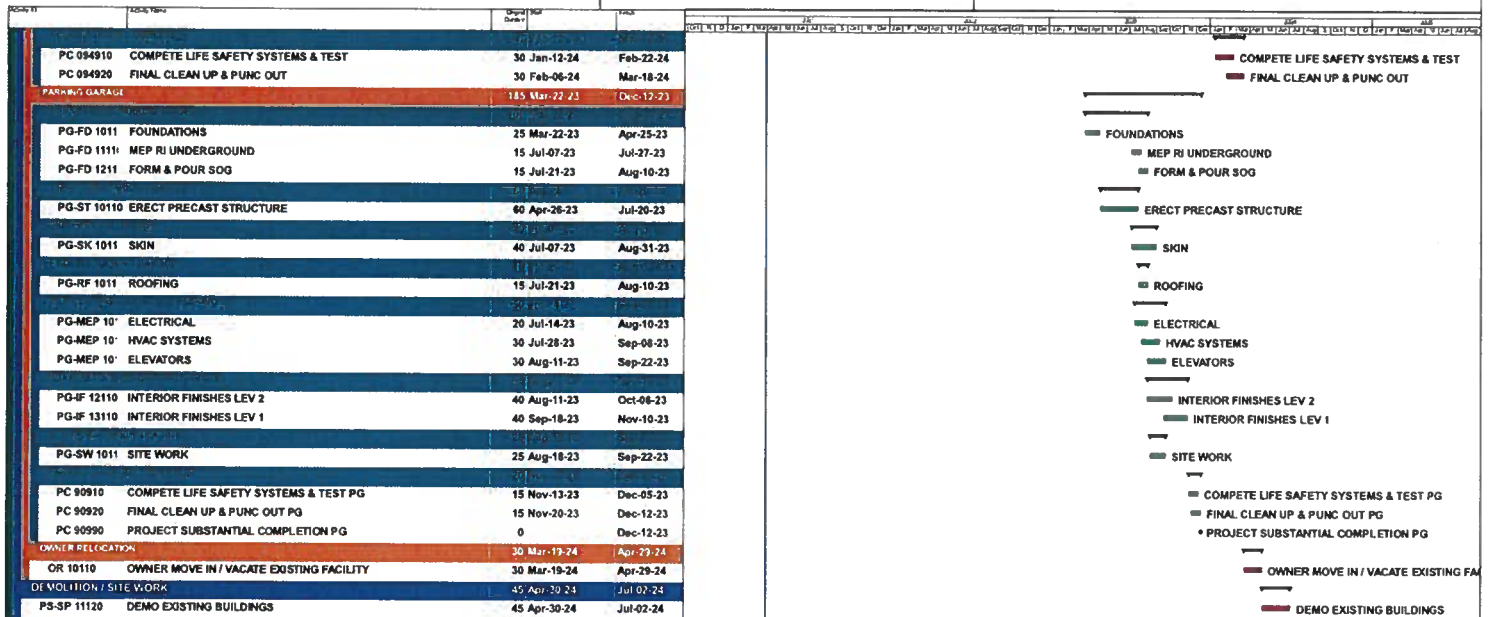
Project #P190099
 City of Hollywood New Police Headquarters
 Preliminary Schedule
 April 1, 2021

Preliminary Schedule – construction durations are approximate and are based on conceptual sketches / drawings. The schedule will be more fully developed during the preconstruction phase of the project.

Hollywood Police Department HQ

DATA DATE: Mar-29-21

PAGE:3 OF 3



Project #P190099
 City of Hollywood New Police Headquarters
 Preliminary Schedule
 April 1, 2021

Preliminary Schedule - construction durations are approximate and are based on conceptual sketches / drawings. The schedule will be more fully developed during the preconstruction phase of the project.

HPS-PR 032921.v4

EXHIBIT "C"
PROJECT TEAM

(Insert project team qualifications, project organization chart, responsibilities)

EXHIBIT C

PROJECT TEAM AND ROLES

The following organizational chart shows our team's key personnel to manage the project.

Our team has been hand selected for their experience building large, complex projects just like yours, and for their experience working together on similar projects.



EXHIBIT "D"
PHASE II CONSTRUCTION SERVICES AGREEMENT TEMPLATE
(Insert contract template of Construction Services Agreement)

CITY OF HOLLYWOOD, FLORIDA
CONSTRUCTION MANAGEMENT AT RISK SERVICES
AGREEMENT



PHASE II

CONSTRUCTION SERVICES

<INSERT PROJECT NAME>
<INSERT PROJECT NUMBER>

DEPARTMENT OF DESIGN & CONSTRUCTION
MANAGEMENT
2600 HOLLYWOOD BOULEVARD
HOLLYWOOD, FLORIDA 33022

CONSTRUCTION MANAGEMENT AT RISK
SERVICES AGREEMENT

PHASE II

CONSTRUCTION SERVICES

This Agreement made this _____ day of _____ in the year _____, by and between the City of Hollywood, a municipal corporation of the State of Florida ("Owner") and _____ ("CMAR").

RECITALS:

Whereas, Owner desires to construct **<brief description of project>** at **<location of project>**; and

Whereas, it is in the best interests of Owner to obtain professional construction management services in order to insure quality, timely and valued construction from a pre-approved professional construction manager at risk; and

Whereas, Owner, through a Request for Qualifications (RFQ), has competitively selected CMAR; and

Whereas, CMAR will provide professional construction management services for the **<Project Name>** project as directed by the Director.

NOW, THEREFORE, Owner and CMAR, for considerations herein set forth, agree as follows:

[THIS SPACE LEFT INTENTIONALLY BLANK]

TABLE OF CONTENTS

Article:	1.	Scope of Services
	2.	Definitions
	3.	Contractor's Services and Responsibilities
		Intention of City
		Superintendence and Supervision
		Contractor to Check Drawings, Specifications and Data
		Differing Site Conditions
		Submittals
		Field Layout of the Work and Record Drawings
		Inspection and Testing
		Taxes and Direct Owner Purchase Option
	4.	Priority of Provisions
	5.	Consultant's Authority
	6.	Time for Performance
		Contract Time/Liquidated Damages
		Substantial Completion Date
		Notification of Change of Contract Time or Contract Price
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	7.	Changes in the Work or Terms of Contract Documents
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		Field Orders and Supplemental Instructions
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		Memoranda
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		Excusable Delay: Compensable & Non-Compensable
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	10.	Discounts, Rebates and Refunds
	11.	Subcontracts and Purchase Order
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		Insurance Limits of Liability
	13.	Indemnification
	14.	Performance and Payment Bond,

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15. Independent Contractor
16. Project Records
17. Survey
18. CONTRACTOR's Responsibility for the Work
19. Occupational Health and Safety
20. Permits, Licenses and Impact Fees
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Prevailing Wage Requirement

22. Contractor's Warranties
23. Defective Work
24. Signage
25. Public Entity Crimes Act
26. Ownership of Contract Documents
27. CONTRACTOR'S Representative
28. City Right to Terminate Contract
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33. Other Terms & Conditions

List of Exhibits and Forms