

EXHIBIT A

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “**Agreement**”) is entered into by and between CLARK CONSTRUCTION GROUP, LLC (“**Clark**”), THE CITY OF MIAMI BEACH, FLORIDA (the “**City**”), and HILL INTERNATIONAL, INC. (“**Hill**”). Clark, the City, and Hill are collectively referred to as the “**Parties**,” and individually each is referred to as a “**Party**.” This Agreement’s effective date is the date it is approved by the City Commission of the City of Miami Beach pursuant to Section 15 below (the “**Effective Date**”).

RECITALS:

WHEREAS, on or about May 21, 2015, Clark and the City executed a Construction Manager at Risk Agreement (the “**CMaR Agreement**”), under which Clark was to act as the construction manager for the Renovation and Expansion of the Miami Beach Convention Center (the “**Project**”).

WHEREAS, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (“**Travelers**”), FEDERAL INSURANCE COMPANY (“**Federal**”), FIDELITY AND DEPOSIT COMPANY OF MARYLAND (“**Fidelity**”), and ZURICH AMERICAN INSURANCE COMPANY (“**Zurich**”) (Travelers, Federal, Fidelity, and Zurich are collectively referred to as the “**Sureties**”) issued a Payment and Performance Bond (“the **Bond**”) for the Project pursuant to Section 255.05, Florida Statutes, with Clark as principal thereunder.

WHEREAS, on or about October 30, 2015, the City and Hill executed an Owner’s Representative Services Agreement (“**OR Agreement**”) under which Hill was to provide the City with oversight and administrative support services for the performance of the CMaR Agreement.

WHEREAS, during the Project, certain disputes arose between Clark, the City, and Hill.

WHEREAS, on January 29, 2020, Clark filed a lawsuit against the City and Hill in the Eleventh Judicial Circuit Court in and for Miami-Dade County, Florida captioned as *CLARK CONSTRUCTION GROUP, LLC. v. THE CITY OF MIAMI BEACH, FLORIDA and HILL INTERNATIONAL, INC.*, Case No. 2020-002129-CA-01. In its Complaint, Clark alleges claims of declaratory relief, breach of contract, and breach of the implied covenant of good faith and fair dealing against the City, and claims of negligence and tortious interference against Hill (the “**Complaint**”).

WHEREAS, the City responded to the Complaint by filing a Counterclaim against Clark alleging claims of breach of contract, building code violations, and breach of the covenant of good faith and fair dealing against Clark (the “**Counterclaim**”). The City further filed a Third-Party Complaint against the Sureties alleging claims against the Bond (the “**Third-Party Complaint**”). The Complaint, the Counterclaim, and the Third-Party Complaint are collectively referred to herein as the “**Action**.”

WHEREAS, for purposes of avoiding costly litigation and in order to reach a resolution of the claims and disputes by and among the Parties, the Parties deem it in their best interest to settle and compromise and to enter into a final settlement agreement.

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THEREFORE, in consideration of the foregoing and the agreements set forth in this Agreement, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Recitals.** The Parties agree that the foregoing Recitals are true and correct and incorporated herein by reference.

2. **The City's and Hill's Settlement Payments to Clark.** The City shall pay to Clark Thirty-Three Million Five Hundred Thousand Dollars (\$33,500,000.00) and Hill shall pay to Clark One Million Five Hundred Thousand Dollars (\$1,500,000.00), for a total sum of Thirty-Five Million Dollars (\$35,000,000.00) (the "**Settlement Sum**"), comprised of four (4) guaranteed payments and five (5) performance-based payments, in accordance with the following payment schedule:

(a) **Guaranteed Payments.** The following four (4) payments are guaranteed ("**Guaranteed Payments**") and shall be made on or before the stated Payment Deadlines below, notwithstanding any alleged failure by any Party with respect to any obligations stated herein.

Payment No.	Amount	Payment Deadline
Payment 1	Ten Million Five Hundred Thousand Dollars (\$10,500,000.00), comprised as follows: (a) One Million Five Hundred Thousand Dollars (\$1,500,000.00) from Hill; and (b) Nine Million Dollars (\$9,000,000.00) from the City	No later than October 15, 2021
Payment 2	Nine Million Nine Hundred Thousand Dollars (\$9,900,000.00) from the City	No later than December 31, 2021
Payment 3	Six Million Five Hundred Thousand Dollars (\$6,500,000.00) from the City	No later than April 15, 2022, subject to subsection 2(b) below.
Payment 4	Six Million Five Hundred Thousand Dollars (\$6,500,000.00) from the City	No later than December 31, 2022

Except as otherwise provided in this Agreement, upon payment of the One Million Five Hundred Thousand Dollars (\$1,500,000.00) set forth in this Section 2(a), Hill shall have no further obligations to Clark and Clark shall have no further obligations to Hill.

(b) The City expects that the source for a portion of the funds will be the City of Miami Beach Redevelopment Agency ("RDA"), which will require the approval of both the City of Miami Beach Commission and the Miami-Dade County Board of Commissioners. The City will employ its best efforts to take all steps necessary to obtain approval from Miami-Dade County to authorize the release of the RDA funds. In the event the Miami-Dade County Board of

Commissioners sends this matter to a sub-committee in order to receive funding in connection with this Agreement, the deadline for Payment 3, and only Payment 3, shall be extended by thirty (30) days such that the City must make Payment 3 no later than May15, 2022. In the event that Miami-Dade County approves the RDA funds before the payment deadlines set forth herein for Payment 3, the City shall make Payment 3 within five days of Miami Dade County's approval of the RDA funds. Except as otherwise expressly provided by this Section (b), the City's payment obligations under this Agreement shall not be affected by any action or inaction of the Miami-Dade County Board of Commissioners or the RDA.

(c) **Performance-Based Payments.** The following five (5) payments (the "**Performance-Based Payments**") shall be released upon Clark's performance of the obligations described in Section 3 below, and the City shall make each payment to Clark in accordance with Section 4 below.

Associated Obligation	Amount	Reference in Agreement
Cooling Tower	One Million Two Hundred Thousand Dollars (\$1,200,000.00)	Section 3(a)
Skimmers/Baffles	One Hundred Thousand Dollars (\$100,000.00)	Section 3(b)
Grand Ballroom Flex Ducts	One Hundred Thousand Dollars (\$100,000.00)	Section 3(c)
Lighting	One Hundred Thousand Dollars (\$100,000.00)	Section 3(d)
Identified Building Leaks	One Hundred Thousand Dollars (\$100,000.00)	Section 3(e)

(d) If the City fails to make any Guaranteed Payment by the applicable date specified in Section 2(a) above or Performance-Based Payment in accordance with Sections 3 and 4 below, Clark shall issue a "Notice of Default," which shall allow the City five (5) business days to cure its non-payment default. In the event the City fails to cure its default, Clark shall be entitled to an immediate default judgment against the City in the amount of the outstanding payment due under the terms of this Agreement, default interest in the maximum amount permitted under the law accruing from the date of the payment obligation, and reasonable attorney's fees and costs associated with enforcement of this provision.

(e) Separate from the Settlement Sum, the City shall make payment to Clark for the Cooling Tower Work, pursuant to Section 3(a) below, which amount shall total \$1,200,000.00.

3. **Clark's Remaining Project Obligations.** As part of this Agreement, Clark agrees to perform or cause to be performed the following Project tasks ("**Remaining Project Obligations**"), subject to the terms and conditions set forth herein:

(a) **Cooling Tower Work**

(i) Clark shall perform or cause to be performed the cooling tower work as identified in the Revision S Drawings which are attached hereto as **Composite Exhibit A** (the “**Cooling Tower Work**”) which costs are identified in Owner Change Orders 207, 208, and 209, and the related conditional release (the “Cooling Tower COs”).

(ii) Clark shall be compensated for the Cooling Tower Work in accordance with the Cooling Tower COs, and Clark shall invoice the City against the Cooling Tower COs individually as opposed to submitting Applications for Payment. At the time of the invoicing, Clark shall provide the City, to the extent practicable: (a) an invoice from each subcontractor with a similar schedule of values to that indicated in the applicable subcontractor proposal; and (b) if requested, the appropriate proof of purchase for any stored materials. Clark shall not be required to provide any further documentation.

(iii) The City confirms that it has directed Clark to proceed with the Cooling Tower Work. Clark agrees to use its best efforts to complete the Cooling Tower Work on or before January 31, 2022, based on the current event calendar for the building attached hereto as **Exhibit B**. Clark shall provide the City with a schedule to complete the Cooling Tower Work within five (5) business days following the Effective Date. The schedule that Clark provides to the City shall be a good faith estimate of Clark’s timing with respect to completion of the Cooling Tower Work. The City agrees to use its best efforts to assist Clark in meeting the deadlines in the estimated schedule. The City and Clark acknowledge that Clark’s ability to complete the Cooling Tower Work on or before January 31, 2022 is subject to events, circumstances, or matters that are outside of Clark’s control, including, but not limited to, Clark’s ability to access the Project, the City’s timely payment, the full cooperation of the City and any other third parties, including the relevant authorities having jurisdiction (“**AHJs**”), and the occurrence of unforeseen or *force majeure* events.

(iv) Upon Clark’s completion of the work contained in any of the Cooling Tower COs, Clark shall notify the Decision-Maker, as defined below, with a copy of such notice to the City, of its completion of the work in the applicable Cooling Tower CO. Upon the Decision-Maker’s determination that Clark has completed any of the work contained in the applicable Cooling Tower CO, the City shall pay the corresponding amount for that work within fifteen (15) days of such determination. In the event the City fails to make payment within the fifteen (15) day period, Clark may cease any further work contemplated in this Section 3(a) and seek expedited relief from the Court to enforce the terms of this Agreement, including accrued interest on the amounts due.

(v) Clark shall have no obligation to perform any extra work relating to the cooling tower that is not expressly identified in Composite Exhibit A, except to the extent that

such extra work work is directly caused by Clark's deficient performance of the Cooling Tower Work. The Parties agree that Clark shall have no responsibility for the design or performance of the cooling tower.

(vi) Except as provided herein, the City is responsible for performing and paying for any extra work above and beyond the work specified in Composite Exhibit A, and the Cooling Tower COs, and Clark shall have complete discretion to accept or reject responsibility for performing any such work if requested.

(b) **Grand Ballroom Flex Ducts.** Clark shall repair the flex ducts located in the Project's Grand Ballroom which are identified in Exhibit C, which is attached hereto. Clark shall have no obligation to perform any extra work relating to the work that is not expressly identified in Exhibit C, except to the extent necessary to cure any deficiencies directly caused by Clark's deficient performance of the work identified in Exhibit C.

(c) **Skimmers/Baffles.** Clark shall repair the skimmers/baffles identified in Exhibit D, which is attached hereto. Clark shall have no obligation to perform any extra work relating to the work that is not expressly identified in Exhibit D, except to the extent necessary to cure any deficiencies directly caused by Clark's deficient performance of the work identified in Exhibit D.

(d) **Lighting.** On or before September 30, 2021, Clark shall provide the City with a list of the parts/materials it believes to be necessary for the completion of the items identified in Exhibit E, which is attached hereto, and shall place the order for the materials no later than October 30, 2021. The City shall be responsible for paying for the parts/materials associated with this order and the City shall cooperate with Clark as necessary to facilitate the placement of the order. Upon placement of the order, Clark's sole responsibility with respect to this Section 3(d) work is to coordinate and/or supervise performance of the lighting work identified in Exhibit E by the appropriate subcontractor or third-party. The Parties hereby agree that if any portion of this work is not completed by March 1, 2022, the City or Clark may request the Decision Maker to determine the labor cost to the City of having the remaining work completed by a qualified and licensed electrician, and that amount shall be withheld from the Performance-Based Payment associated with the work in this Section 3(d). The City shall release the balance of the Performance-Based Payment associated with this Section 3(d) within fifteen (15) calendar days of the Decision-Maker's determination of the labor cost associated with the remaining lighting work on Exhibit E which is the subject of this Section, and Clark shall bear no further responsibilities or obligations with respect to the light work contemplated herein.

(e) **Identified Building Leaks.** Clark shall submit the City's warranty claims regarding the three (3) roof leaks identified in Exhibit F, which is attached hereto, to Tecta America South Florida, Inc. ("Tecta") or other appropriate subcontractor or third party, and coordinate Tecta's performance of the work. Clark, however, shall have no obligation to the City to undertake the repairs. Clark's obligations under this Section 3(e) shall be complete upon Tecta notifying Clark that it has completed the work identified in Exhibit F.



(f) **Close-out Documents:** Clark shall submit to the City all close out documents identified in Exhibit G.

(g) **Specific Performance.** If the City believes Clark is not fulfilling a Remaining Project Obligation in accordance with the terms of this Agreement, the City may petition the Decision-Maker to order Clark to specifically perform that obligation. The Decision-Maker shall determine whether Clark is using commercially reasonable efforts to complete the work and/or whether Clark is being prevented from completing the work based on lack of access, materials, City cooperation, or some other ground that is impacting Clark's ability to timely comply with its obligations under this Agreement. If the Decision-Maker finds that Clark has failed to prosecute the work as required pursuant to this Agreement, then the Decision-Maker may order Clark to specifically perform that work and set what he deems to be a reasonable time for the completion of the work. In the event that Clark does not perform work that the Decision-Maker has ordered to be specifically performed due to unavailability of supplies or resources, *force majeure*, lack of City cooperation, any changes made or undertaken relating to the cooling tower, lack of access, or the occurrence of an unforeseen event that renders performance impossible or impracticable, then the Parties may seek relief as provided in Section 4(b) or Section 18(c) below, as applicable.

4. Procedure for Certifying Completion of Remaining Project Obligations and Release of Performance-Based Payments

(a) **The Decision-Maker.** The Parties will appoint a neutral decision-maker (the "**Decision-Maker**") on or before September 24, 2021 from either Vanderweil Engineers, LLP or TLC Engineering Solutions, Inc., to handle all disputes relating to the Remaining Project Obligations described in Section 3 above and to certify when completion of the Remaining Project Obligations has been achieved in accordance with this Agreement, including subsections 4(b) and 4(c) below. The Decision-Maker's findings shall be final and binding on the Parties, regardless of whether such work has passed inspection or otherwise been accepted by the City or applicable AHJs. In other words, if the Decision-Maker determines that Clark has completed a disputed component of work required under this Agreement, Clark shall have no further obligation with respect to said work, irrespective of the City's or an AHJ's rejection of the work or requirement for additional work, and irrespective as to whether the City agrees or disagrees. By contrast, if the Decision Maker decides that Clark has not completed a disputed component of the work required under this Agreement, Clark shall be obligated to complete the work irrespective of whether the work has been approved by the AHJ and whether Clark agrees or disagrees. In the event that any party fails to comply with the determination of the Decision-Maker (*i.e.*, the City fails to comply with a payment obligation or Clark fails to comply with a performance obligation), the other Party's sole and exclusive remedy is to seek the appropriate relief from the Court pursuant to Section 18(a)-(c) below. In the event the Decision-Maker can no longer serve as Decision-Maker, the City and Clark shall work in good faith to select a mutually agreeable replacement with requisite construction experience to evaluate Clark's work and resolve any related disputes. In the event the City and Clark cannot agree on the selection of, or replacement for the Decision-Maker,

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the Court shall appoint a Decision-Maker with appropriate technical construction expertise. All fees incurred by the Decision-Maker shall be split equally between the City and Clark.

(b) **Certification of Completion.** When Clark believes it has completed any of its Remaining Project Obligations, it shall promptly notify the City and the Decision-Maker of such completion. The Decision-Maker shall then provide a written determination as to whether Clark has completed the work associated with the Remaining Project Obligation submitted to the Decision-Maker. The Parties shall promptly submit all documentation that the Decision-Maker requests for the purpose of evaluating Clark's completion of the submitted item. The City agrees to provide access to the Project for an in-person inspection in the event the Decision-Maker requests such an inspection. In the event the Decision-Maker determines that either Party has not provided information he requires to make such determination, then the Decision-Maker, following a reasonable time for the respective Party to cure, in his discretion, may find that (i) Clark has not completed the work and is therefore not entitled to payment, or (ii) the City has waived its right to claim that the work has not been completed and is therefore required to make payment to Clark. If the Decision-Maker determines that Clark has sufficiently completed the submitted Remaining Project Obligation, then the City must pay Clark the Performance-Based Payment associated with that work, as identified in Section 2(c) above, within fifteen (15) calendar days of the Decision-Maker's written decision. For example, if the Decision-Maker determines that Clark has completed the Cooling Tower Work (Section 3(a)), then the City must release the One Million Two Hundred Thousand Dollars (\$1,200,000.00) Performance-Based Payment listed in Section 2(c) above within fifteen (15) calendar days of the Decision-Maker issuing a written decision with his finding. Clark and the City shall follow this process with respect to each Remaining Project Obligation. Clark may submit the Remaining Project Obligations to the Decision-Maker, on an individual basis or on a collective basis.

If the Decision-Maker finds that Clark has not completed a submitted Remaining Project Obligation, then, subject to Section 4(c) below, the Decision-Maker shall specify in writing the remaining work to be completed for the Remaining Project Obligation. Clark shall be required to return to the Project, complete the incomplete work identified by the Decision-Maker, and re-notify the City and Decision-Maker when Clark believes it has sufficiently addressed the remaining work.

(c) **Partial Certification of Completion.** In the event Clark is unable to fully complete a Remaining Project Obligation due to unavailability of supplies or resources, *force majeure*, lack of City cooperation, any changes made or undertaken relating to the cooling tower, lack of access, or the occurrence of an unforeseen event that renders performance impossible or impracticable, Clark shall promptly notify the City and the Decision-Maker of such inability. The Decision-Maker shall issue to Clark and the City a written decision on (i) whether circumstances render Clark's performance of the Remaining Project Obligation impossible or impracticable or whether the City has prevented or impeded Clark from its performance of the Remaining Project Obligation and, if so, (ii) the appropriate relief to address the Decision-Maker's finding, which may include, but is not limited to, that Clark shall be relieved of its responsibility of performing the Remaining Project Obligation and is entitled to the Performance-Based Payment associated

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with the Remaining Project Obligation submitted under this Section 4(c). The City shall make such payment, if applicable, within **fifteen (15) calendar days** of the Decision-Maker's written decision. If the Decision-Maker determines that Clark is capable of completing a Remaining Project Obligation submitted under this Section 4(c) with reasonable efforts, then the Decision-Maker shall specify the remaining work to be completed for the Remaining Project Obligation. Clark shall be required to return to the Project, complete the incomplete work identified by the Decision-Maker, and re-notify the City and Decision-Maker when Clark believes it has sufficiently addressed the remaining work. In the event Clark does not complete one of its Remaining Project Obligations despite a determination from the Decision-Maker that it must complete the work, the City's sole and exclusive remedy is contained in Section 18, below.

5. **The Low Voltage Items.** The City has raised an issue concerning low voltage cables relating and limited to the 1,252 cables that have been identified as "failed" and other cables exceeding 295 feet in length which are identified in the Structured Cabling System Test Reports submittal 271000-037.1 dated July 21, 2020 (the "Low Voltage Items"). The Parties agree that these limited Low Voltage Items are not being resolved by this Agreement and that any dispute between the City, Clark, and MC Dean, Inc. relating to the Low Voltage Items will be brought in front of Jeff Beavers at BICSI or, if Mr. Beavers is not available, alternatively, a mutually agreeable third party, for final adjudication on or before October 15, 2021, with no right to appeal. The scope of the dispute will be limited to the Low Voltage Items, as the term is defined above. The City shall be responsible for 50% of the fees and costs incurred by Mr. Beavers or the otherwise designated third party adjudicator.

6. **The City's July 9, 2019 Notice of Default.** The City hereby rescinds its July 9, 2019 Notice of Default issued to Clark relating to the Project. The City further acknowledges that as of the Effective Date, there exists no outstanding default by Clark with respect to the Project.

7. **City Letter Regarding the Project.** Upon the completion of the work contemplated by Section 3(a) of this Agreement (i.e., the Cooling Tower Work), the City shall execute the letter attached hereto as **Exhibit H.**

8. **Substantial Completion Date.** The City and Clark agree that Substantial Completion was reached on April 13, 2020. Within five (5) business days of the Effective Date, the City shall issue a Certificate of Substantial Completion with an effective date of April 13, 2020, and, in consideration of the compromise and settlement set forth in this Agreement, the parties agree that the contractual Substantial Completion date is extended to April 13, 2020.

9. **The Court's Local Government Prompt Payment Act Order.** Within two (2) business days of Effective Date, the Parties shall file a joint stipulation requesting the Court to vacate the Court's September 24, 2020 Order Granting Clark's Motion for Partial Summary Judgment on Count II of the Complaint relating to Florida's Local Government Prompt Payment Act.

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10. **Warranties**

(a) The City agrees that all subcontractor, installer, and/or manufacturer warranties required under the CMAr Agreement have been submitted pursuant to the submittal numbers indicated on the document attached hereto as **Exhibit I**. The City accepts such warranties as submitted on the effective dates referenced therein.

(b) With the exception of the Tecta Warranty claims referenced in Section 3(e) above, the City's sole recourse for any warranty claims shall be the subcontractor, installer, and/or manufacturer warranties referenced in Section 10(a) above. If not already titled to the City, the City may request that Clark use commercially reasonable efforts to assign warranties that exist and can be assigned to the City, or otherwise modified, so the City may directly pursue warranty claims without the assistance of Clark. Clark shall have no responsibility to submit, facilitate, or prosecute the City's warranty claims.

11. **Certified Cost of the City**. The City and Clark agree that Clark has satisfied its obligations under Section 11.15 of the CMAr Agreement.

12. **Completion of Work**. Other than the Remaining Project Obligations and Low Voltage Items, identified in Sections 3 and 5 above, or latent defects, the City agrees that all other work Clark is required to perform under the CMAr Agreement is complete, including but not limited to, the provision of submittals and close out documentation to the City and all obligations relating to its obligations pursuant to Article 2 of the CMAr Agreement, unless otherwise expressly stated in this Agreement. The Parties intend for this Agreement to resolve all disputes regarding the status of any alleged non-conforming work ("NCRs"), punchlist items, and warranty claims unless specifically addressed herein. Except for latent defects, and other than the items specifically listed in this Agreement, Clark shall have no further responsibility or obligation with respect to any work or claims relating to NCRs, punchlist items, or warranty claims.

13. **Dismissal of the Action**. Within five (5) business days following the Effective Date, the Parties shall file a joint stipulation to dismiss the Action, *with prejudice*, with each party to bear their own fees and costs with the court reserving jurisdiction to enforce the terms of this Agreement subject to Section 18 below.

14. **Audit Rights**. The City waives its proprietary, inspection and audit rights under the CMAr Agreement, including, but not limited to, any such rights contained in Sections 2.1.5, 6.4, and Article 16 to the extent allowable pursuant to applicable law. Any audit obligations to other government agencies, including Miami-Dade County, regulatory bodies or as required by ordinance or statute shall survive the execution of this Agreement.

15. **City Commission Approval**. This Agreement is subject to and conditioned upon the Mayor and City Commission of the City of Miami Beach (collectively, the "Commission") holding a closed-meeting held pursuant to Fla. Stat. 286.011(8) ("Closed Meeting") and the adoption for a resolution authorizing and approving the Agreement ("Resolution"). The Closed-Meeting shall be held on Friday, September 17th, 2021, at which time City staff and counsel shall

recommend acceptance of this Agreement. The Resolution for the Settlement Agreement shall be presented to the Commission on Thursday, September 30, 2021, at which time the Commission will vote on the adoption of the Resolution. City staff and counsel shall recommend acceptance of this Agreement to the Commission. In the event the Commission does not approve the Agreement at the Closed Meeting, the City shall notify Clark immediately following the conclusion of the Closed Meeting, and the trial for the Action shall recommence on Monday, September 20, 2021. In the event the Commission does not approve the Resolution at the September 30, 2021 public meeting, this Agreement shall automatically become null and void immediately following the public meeting, and the trial for the Action shall recommence on Monday, October 1, 2021.

16. **Mutual General Releases**

(a) In consideration of the foregoing, Clark, its successors, affiliates, and assigns, do hereby release, waive, and discharge all rights, causes of actions, liabilities and claims, in law or in equity, whether known or unknown, whether foreseen or unforeseen, whether or not hidden or concealed, whether based on tort, intentional tort, fraud, contract, contribution or otherwise, and/or any other obligations, claims, damages, interests, or debts of any kind (“**Claims**”) relating to the Project and the CMaR Agreement and the OR Agreement that Clark ever had, could have asserted or have been asserted in the Action against the City and Hill, their agents, officers, members, managers, directors, shareholders, partners, parents, affiliated and sibling companies, members, limited partners, general partners, employees, attorneys, successors, insurers and assigns (the “**City and Hill Releasees**”), which Clark, from the beginning of time to the Effective Date, possessed or may possess against the City and Hill Releasees, except for the rights, duties and obligations arising under this Agreement.

(b) In consideration of the foregoing, and subject to the limitations as set forth below, the City, its successors, affiliates, and assigns, do hereby release, waive, and discharge all Claims relating to the Project and the CMaR Agreement and the OR Agreement that the City ever had, could have asserted or may have been asserted in the Action against Clark and its subcontractors, their agents, officers, managers, insurers, directors, shareholders, partners, parents, affiliated and sibling companies, members, limited partners, general partners, employees, successors, insurers and assigns (collectively, the “**Clark Releasees**”), which the City, from the beginning of time to the Effective Date, possessed or may possess against the Clark Releasees, except for the rights, duties and obligations arising under this Agreement. Notwithstanding anything to the contrary herein contained, the City does not release Clark or its subcontractors for claims relating to or arising from latent construction defects at the Project of which the City, and its agents, including but not limited to, Hill and Spectra, or any of their successors, affiliates or assigns is unaware at the Effective Date.

In consideration of the foregoing, and subject to the limitations to the City’s release set forth in the preceding paragraph the City, its successors, affiliates, and assigns, further release, waive, and discharge all Claims relating to the Project, the CMaR Agreement, and the Bond that were asserted or that may have been asserted in the Action against the Sureties, their agents, officers, members, directors, shareholders, partners, parents, affiliated and sibling companies, members, limited partners, general partners, employees, successors, and assigns (collectively, the

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“Surety Releasees”), which the City, from the beginning of time to the Effective Date, possessed or may possess against the Surety Releasees.

(c) In consideration of the foregoing, Hill, its successors, affiliates, and assigns, do hereby release, waive, and discharge all Claims relating to the Project and the CMAr Agreement and the OR Agreement that Hill ever had, could have asserted or may have been asserted in the Action against the Clark Releasees and Surety Releasees, which Hill, from the beginning of time to the Effective Date, possessed or may possess against the Clark Releasees and Surety Releasees.

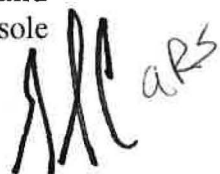
(d) In consideration of the foregoing, the City and Hill hereby mutually release, waive and forever discharge each other from all Claims relating to the Project, the CMAr Agreement and the OR Agreement that were asserted or could have been asserted against each other, their agents, officers, managers, directors, shareholders, partners, parents, affiliated and sibling companies, members, limited partners, general partners, employees, attorneys, successors, insurers and assigns in the Action, including, but not limited to, any claims for contractual indemnity under the OR Agreement, and any claims against each other for reimbursement of attorneys’ fees, expert fees, costs, and other litigation expenses that either the City or Hill incurred as a result of the Complaint, Counterclaim or Third-Party Complaint.

17. **Default Notices.** Any Party may issue a Notice of Default based on another Party’s failure to meet its obligations under the terms of this Agreement, and nothing contained herein shall limit the Parties’ right to issue such notice, so long as such notice is consistent with this Agreement’s terms.

18. **Disputes/Enforcement:**

(a) Subject to Section 18(b) below, this Court, through Private Judge the Honorable John W. Thornton (Ret.) shall retain jurisdiction of the Action, pursuant to the Agreed Order Granting Joint Application for Voluntary Trial Resolution Pursuant to Fla. Stat. Section 44.104, for the purpose of enforcing the terms of this Agreement, including enforcing decisions and findings of the Decision-Maker, and resolving any disputes regarding performance thereunder subject to Section 18(b) below. All references to the “Court” throughout this Agreement refer to Judge Thornton in his capacity as voluntary trial resolution judge. The Parties agree to waive any appellate rights with regard to Judge Thornton’s ruling on any dispute. In the event Judge Thornton is unable or unwilling to continue his role as voluntary trial resolution judge, the Parties shall work together in good faith to select a replacement voluntary trial resolution judge to resolve any disputes as provided herein. If the Parties are unable to come to an agreement, the Action shall revert to the Complex Business Division of the Eleventh Judicial Circuit in and for Miami-Dade County, and the Parties shall ask the assigned Judge to select a replacement Private Judge to oversee the enforcement of this Settlement Agreement.

(b) If the Parties have a dispute concerning the work performed or deliverables submitted under this Agreement, the Parties shall submit the dispute to the Decision-Maker for determination. **All determinations and findings of the Decision-Maker shall be binding and final and shall not be subject to any form of judicial review or modification.** The Court’s sole



role with respect to such decisions shall be enforcement of this Agreement based on the Decision-Maker's findings.

(c) In the event a Party brings a dispute before Judge Thornton or the Decision-Maker, excluding a request to certify completion of work in accordance with Sections 4(b) or 4(c) above, the prevailing party shall be entitled to its reasonable attorney's fees and costs. The Parties agree to waive any appellate rights with regard to Judge Thornton's or the Decision-Maker's ruling on any dispute. The Parties agree that in the event that the Decision-Maker orders Clark to specifically perform any of its Remaining Project Obligations but Clark fails to undertake any efforts to perform that work within thirty (30) days of the applicable ruling, the maximum amount of monetary damages the Court may award the City is the lesser of: (i) double the cost of completing the subject work, or (ii) the amount of the Performance-Based Payment associated with the Remaining Project Obligation that Clark failed to perform.

19. **Confidentiality.**

(a) In consideration of the obligations under this Agreement, and subject to the obligations of the City under the Florida Public Records Act and similar statutes, laws and regulations, the Parties agree that this Agreement and the terms and conditions hereof are strictly, and shall forever remain, confidential, and that no Party shall disclose or disseminate any information concerning any such terms to any third person(s), including, but not limited to, representatives of the media, except that Parties may disclose the terms of this Agreement to their respective attorneys, accountants, tax advisors, other similar professional or the Internal Revenue Service or other appropriate federal agencies, ("**Third Parties**") and as required by Florida's Public Records Law. All Third Parties to whom such disclosure is made shall agree in advance to be bound by the terms of this Section 19. Notwithstanding the foregoing, Clark may share this Agreement with any of its subcontractors who performed work on the Project with no obligation to so notify the City or Hill pursuant to Section 18(b), below.

20. **Non-Disparagement.** Except as required by law, all Parties agree that they shall not engage in any conduct or make any statement that is in any way critical of, or disparaging to, or otherwise derogatory about any of the other Parties or any of the Parties' services, business practices, business affairs or financial condition, or any of the Parties' owners, members, directors, officers, employees, agents or representatives. The Parties understand and agree that their commitment not to defame, disparage, or impugn the other Parties' reputations may constitute a willing and voluntary waiver of their rights under the First Amendment of the United States Constitution and other laws. However, these non-disparagement obligations do not limit the Parties' ability to truthfully communicate with any governmental agency, whether such communication is initiated by the Party or in response to the government



21. Miscellaneous.

(a) Amendment. The terms and provisions of this Agreement may not be amended, modified or supplemented orally or by course of conduct or course of dealing, but only in a writing authorized, approved, and signed by each of the Parties.

(b) Waivers. The failure of a Party to require performance of any provision of this Agreement shall in no manner affect its right at a later time to enforce such provision. No waiver by a Party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

(c) Consequential Damages Waiver. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFIT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(d) Counterparts. This Agreement may be executed in one or more counterparts, or by the Parties in separate counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by electronic .pdf format (non-modifiable) or telecopier shall have the same force and effect as delivery of an original executed counterpart of this Agreement.

(e) Interpretation. The headings preceding the text of Sections included in this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement. None of the Parties shall be considered the draftsman of this Agreement, and there shall be no presumption of construing ambiguities or interpretations under this Agreement against a particular Party. In the event of any conflict between this Agreement and the CMAA Agreement, this Agreement shall control.

(f) Non-Admission. Nothing in this Agreement, including the above Settlement Sum, is to be construed as an admission of wrongdoing or of any liability by any Party. Each Party acknowledges and agrees that this Agreement represents a settlement and compromise reached between the Parties. The execution of this Agreement shall not be deemed, construed or interpreted, in any way, to be an admission by any Party regarding liability, damages, or the validity of any claim or defense which any Party has asserted or may assert. If this Agreement is not fully and finally consummated by its valid and binding execution date, then no statements contained herein shall be used for any purpose whatsoever against any Party

(g) Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida without giving effect to the principles of conflicts of law thereof.

ARC
ARS

(h) Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective estates, heirs, legal representatives, successors and assigns; provided, however that no assignment or transfer of this Agreement shall be permissible except by (i) operation of law, or (ii) pursuant to an order of a court of law. Each Party represents and warrants that no other person or entity, except their respective professionals, has or has had any interest in the claims, demands, obligations or causes of action referred to in this Agreement, except as otherwise set forth herein, and that it has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement.

(i) Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Agreement shall not be affected, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

(j) Jurisdiction and Venue. The Parties agree that the Court in the Action, presently the Honorable John W. Thornton (Ret.), shall have exclusive jurisdiction to enforce and construe the provisions of this Agreement in accordance with Section 18(a). The Parties consent to the exercise of personal and subject matter jurisdiction therein to adjudicate any such litigation, and waive any and all personal and subject matter jurisdiction defenses and waive any rights it may have to a trial by jury arising out of or relating to any dispute under this Agreement.

(k) Advice of Counsel. Each Party to this Agreement represents and warrants that it has consulted with competent counsel of their choosing in connection with this Agreement and prior to signing it, or that each Party has had the opportunity to consult with competent counsel of their choosing prior to signing this Agreement and has voluntarily relinquished the right to do so.

(l) Entire Agreement. This Agreement represents and contains the entire agreement and understanding among the Parties hereto with respect to all issues raised or that could have been raised regarding the subject matter of this Agreement, with the exception of the contemporaneously executed Supplemental Agreement between Clark and Hill. Each of the Parties acknowledges and agrees that there are no written or oral communications or understandings contrary, different, or that in any way restrict this Agreement and all prior agreements or understandings within the scope of the subject matter of this Agreement are superseded in all respects and are null and void upon the execution of this Agreement. The Parties agree they will make no claim and waive any right they may have now or may have hereafter based upon any alleged oral alteration, amendment, modification or any other alleged change in this Agreement.

(m) Authority. The individuals executing this Agreement in a representative capacity expressly represent and warrant that they are fully authorized and empowered to execute this Agreement on behalf of the Party on whose behalf they are signing, and each Party represents that no other persons, entities or parties in interest are required to execute this Agreement in order to effectuate the purpose and intent of this Agreement.

Handwritten signature and initials, possibly 'JL' and 'ARS'.

(n) Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed delivered when personally delivered, received from an overnight delivery courier service, or emailed to the applicable addresses as follows:

If to Clark:

Rick Yezzi
Clark Construction Group, LLC
7500 Old Georgetown Road, Bethesda, MD 20814
rick.yezzi@clarkconstruction.com

With a copy to:

Legal Department Attn: Jay Cox
Clark Construction Group, LLC
7500 Old Georgetown Road, Bethesda, MD 20814
jay.cox@clarkconstruction.com and
legalreviews@clarkconstruction.com

If to the City:

City Manager
City of Miami Beach
1700 Convention Center Dr.
Miami Beach, FL 33139
Alinahudak@miamibeachfl.gov

With a copy to:

<u>City Attorney</u>	Lu Prats, Esq.
<u>City of Miami Beach</u>	Carlton Fields
<u>1700 Convention Center Dr.</u>	4221 W. Boy Scout Blvd
<u>Miami Beach, FL 33139</u>	Tampa, Florida 33607
Rafaelpaz@miamibeachfl.gov	lprats@carltonfields.com

If to Hill

Karen Deshon, Senior Project Manager
Hill International, Inc.
1901 Convention Center Drive
Miami Beach, FL 33193
karendeshon@hillintl.com


With a copy to:

Aileen Schwartz, SVP, Senior Corporate Counsel US & Privacy Officer
Hill International, Inc.
2005 Market Street 17th Floor
Philadelphia, PA 19103
aileenschwartz@hillintl.com


[signature page to follow]

Handwritten signature and initials in the bottom right corner. The signature is a stylized, cursive 'M' followed by the initials 'AB'.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the later date set forth below.

CLARK CONSTRUCTION GROUP, LLC	THE CITY OF MIAMI BEACH, FLORIDA
By: <u></u>	By: _____
Print Name: <u>GREGORY S. COLEVAS</u>	Print Name: _____
Title: <u>DIV. PRES. + CEO</u>	Title: _____
Date: <u>9-10-2021</u>	Date: _____

HILL INTERNATIONAL, INC.

By: 
Print Name: Aileen Schwartz
Title: SVP, Senior Corporate Counsel US + Privacy Officer
Date: 9/20/2021

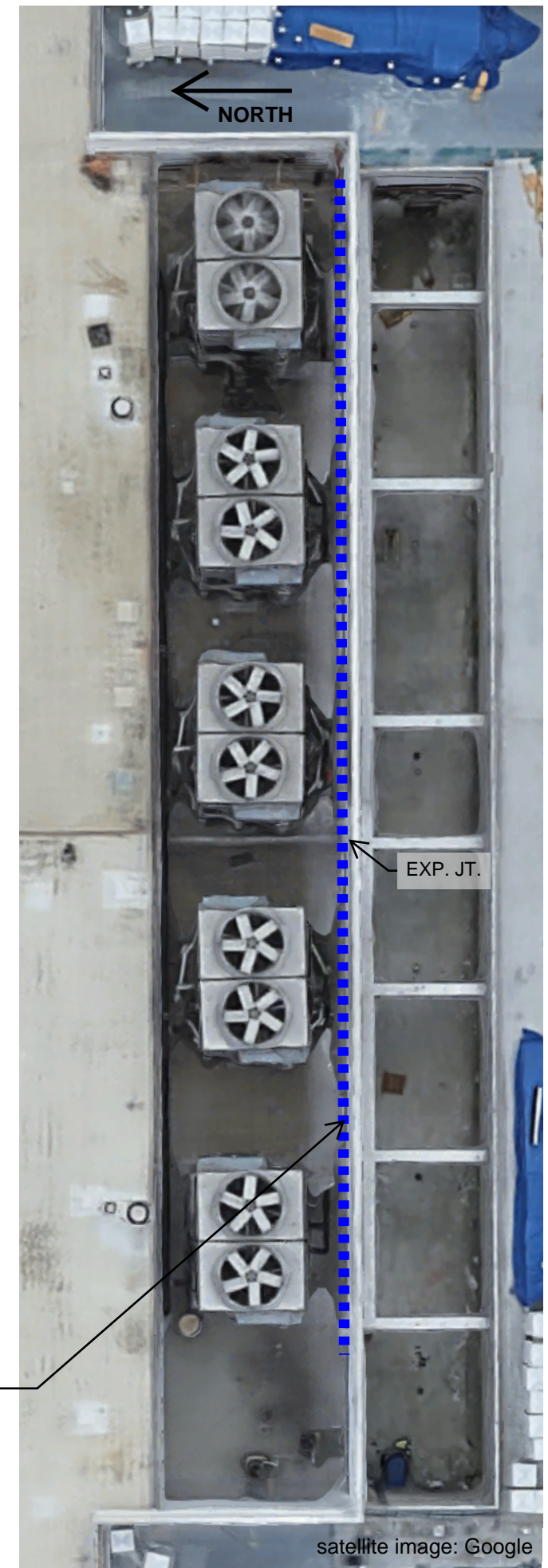
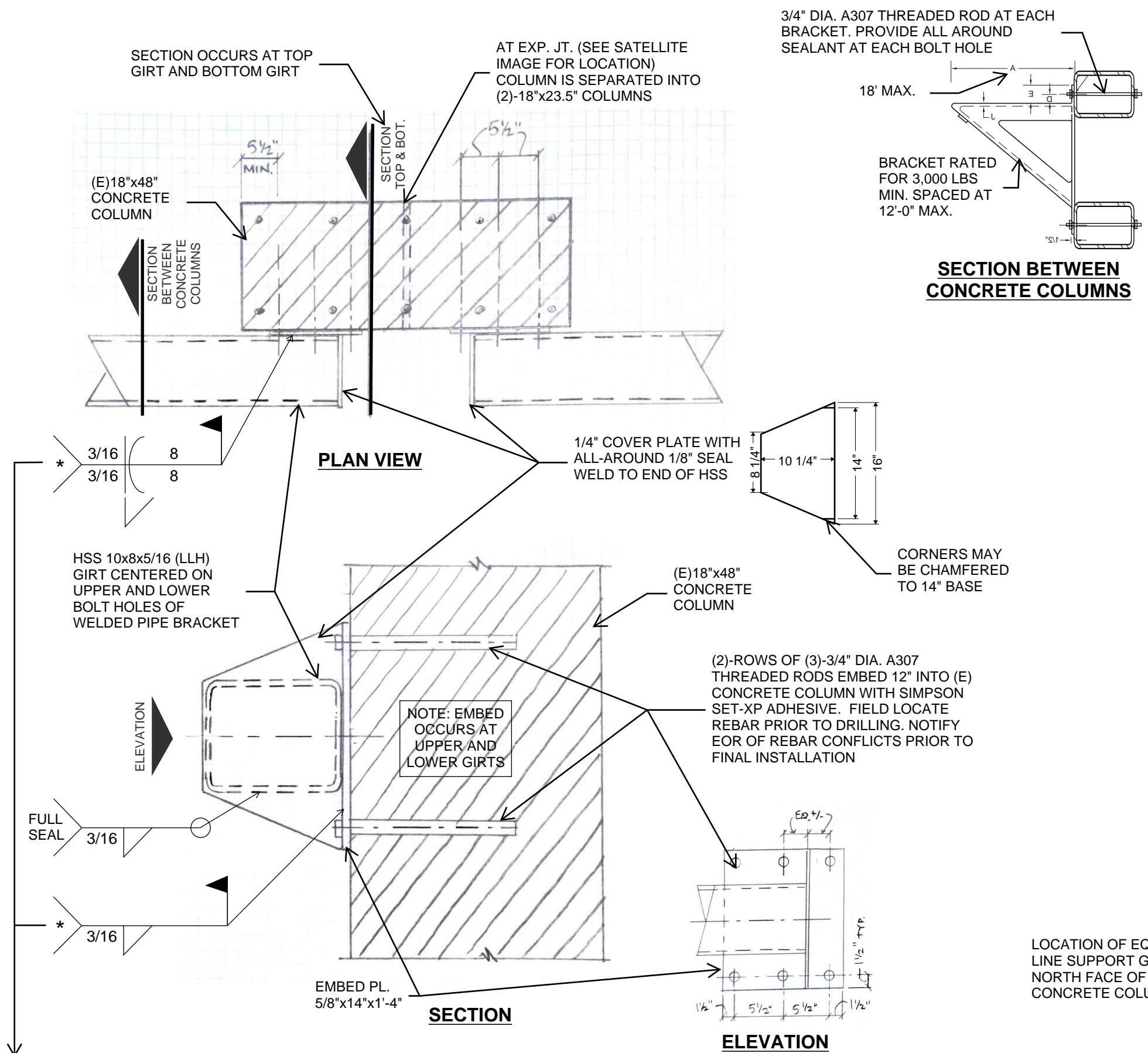
APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

 _____
City Attorney Date

EXHIBIT A

General Revisions to the [REV S] Drawings Dated 04.06.21

Reason for Change	Discipline & Item No.	Sheet or Specification Section	Drawings: All revisions, additions, deletions indicated by clouds or delta. Specifications: All revisions, additions, deletions indicated by tracked changes.
	08 Structural - S		
Field Condition	S 1	Rev S - SCS INT Rev 18	24" HDPE Equalizer Line Support
	15 Mechanical - M		
Field Condition	E 1	M3002	Cooling tower modifications
Field Condition	E 2	M7000	Cooling tower modifications

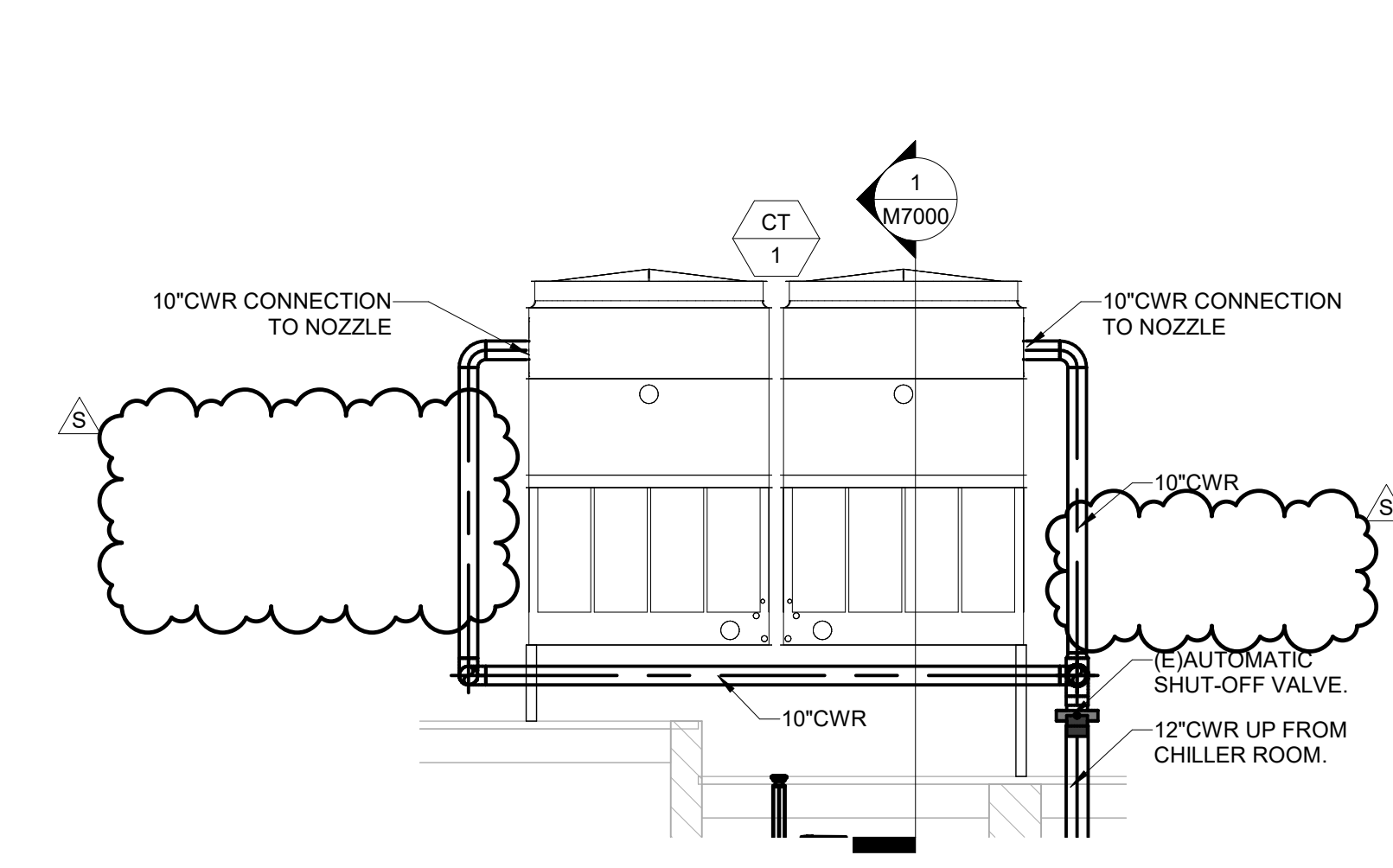


*ALL WELDS TYP. WELDS MAY BE SHOP WELDS AT CONTRACTOR'S OPTION

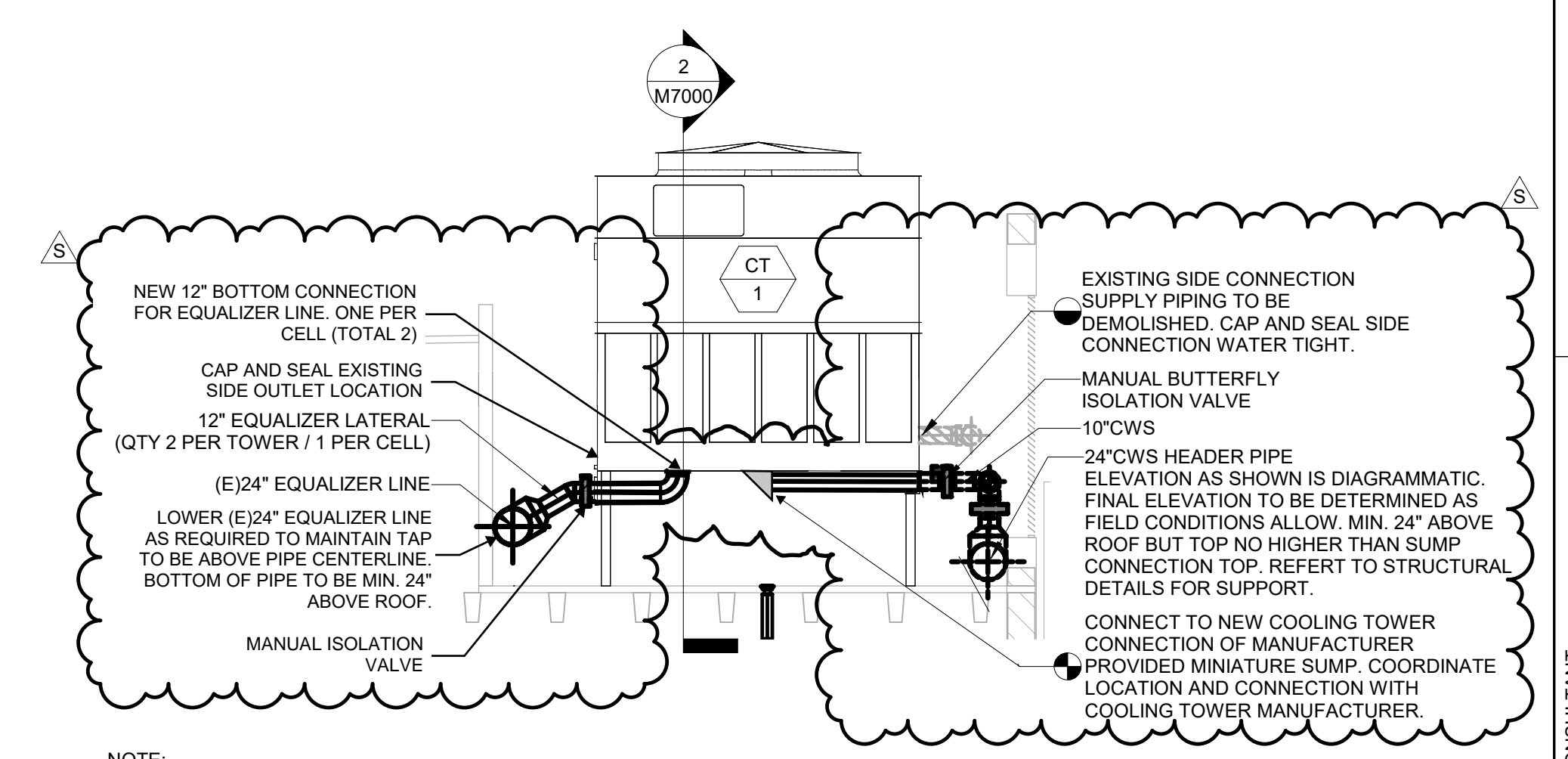
MATCH COOLING TOWER FRAMING COATING REQUIREMENTS, RE: SPECS

FIELD LOCATE REBAR PRIOR TO DRILLING. NOTIFY EOR OF REBAR CONFLICTS

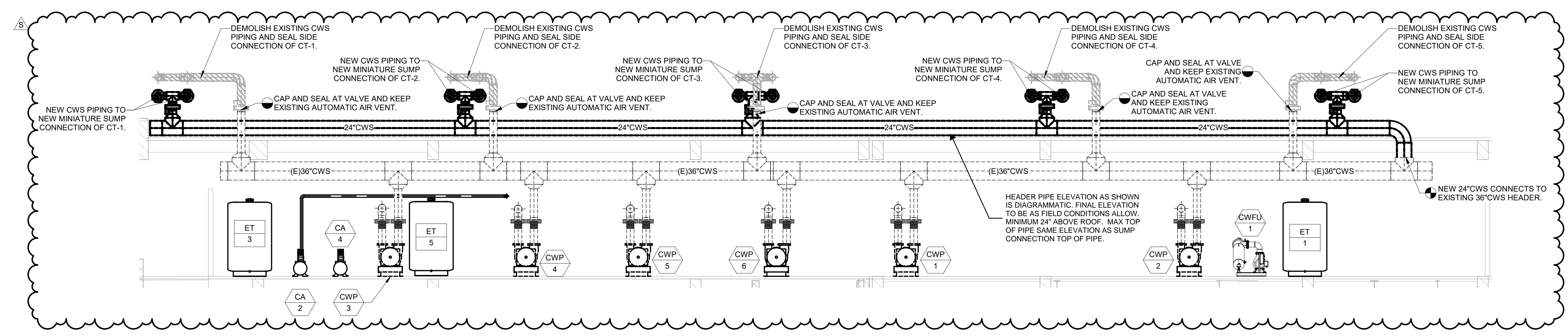
SCALE: N.T.S.	DATE: 04.06.21	SKETCH LOCATION:	PROJECT: MIAMI BEACH CONVENTION CENTER RENOVATION & EXPANSION
ISSUED FOR: SCS INT REV18	REVISION DATE: 04.06.21	DETAIL #: N/A	
		SHEET #: N/A	
		PROJECT #: 20140021	
DRAWING TITLE: 24" HDPE EQUALIZER LINE SUPPORT		FENTRESS ARCHITECTS	
		SKETCH NUMBER: Rev S - SCS INT Rev 18	



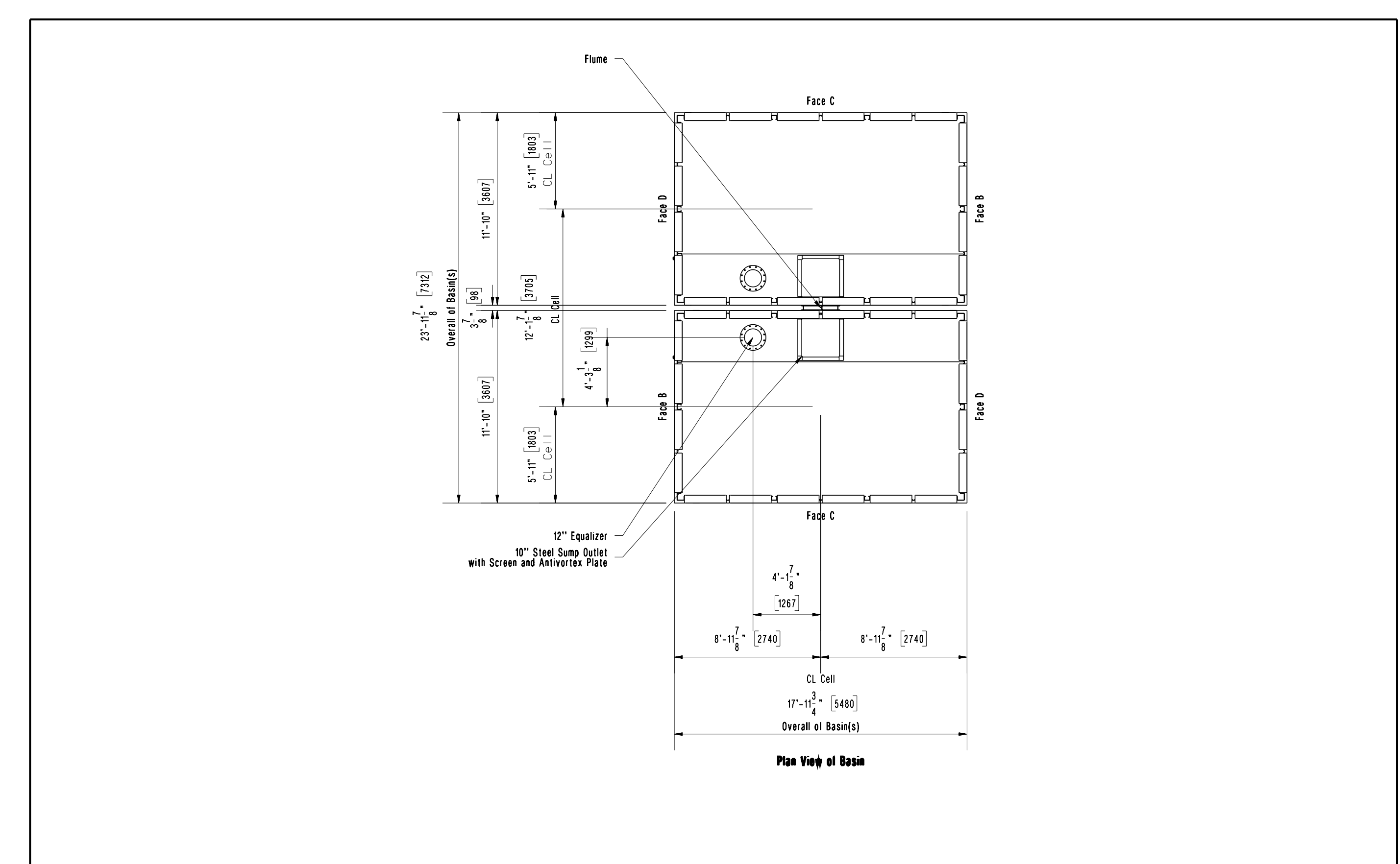
2 COOLING TOWER SECTION #2
M2227/M7000 SCALE: 1/8" = 1'-0"



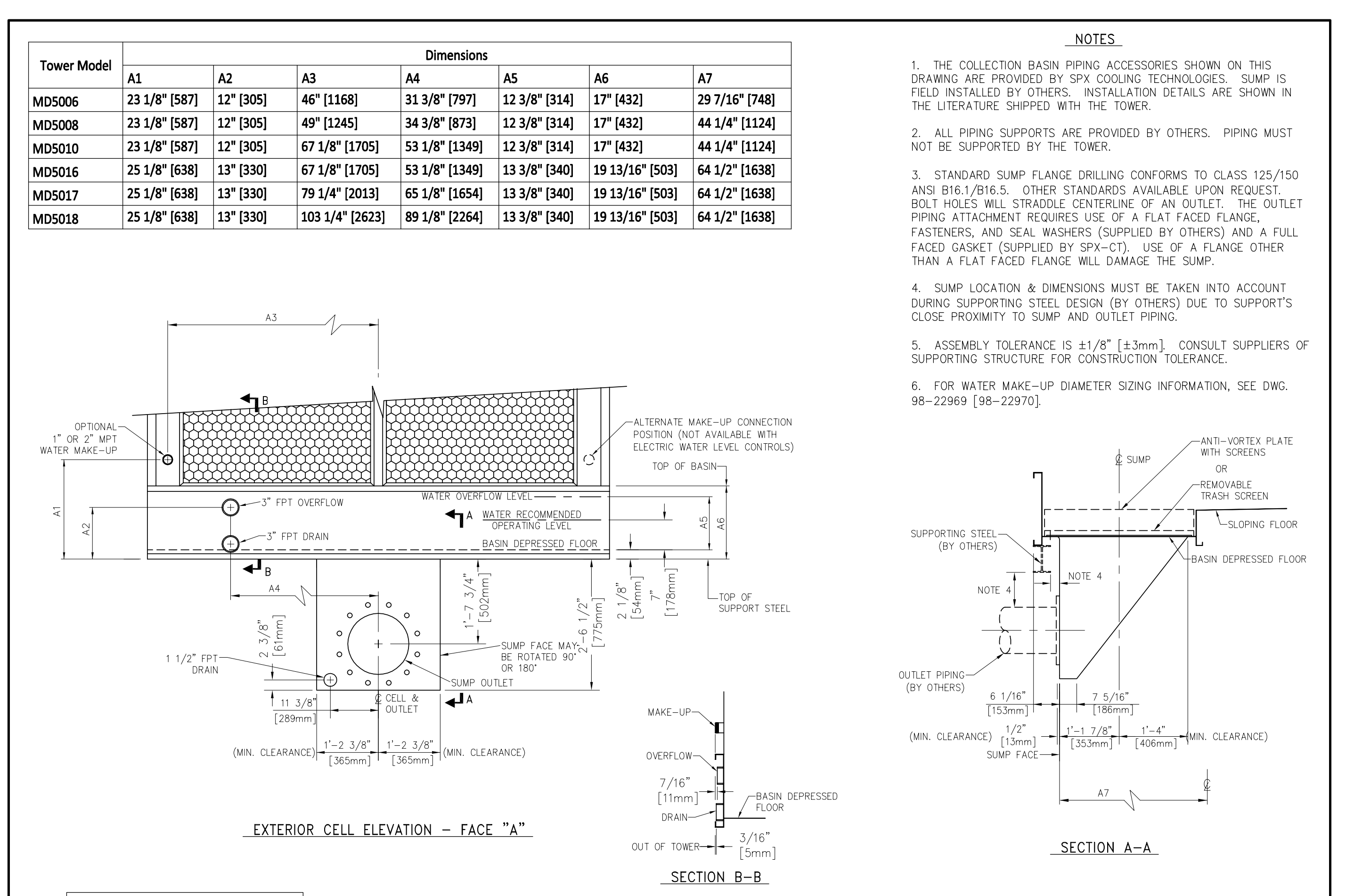
1 COOLING TOWER SECTION #1
M2227/M7000 SCALE: 1/8" = 1'-0"



3 CONDENSER WATER SUPPLY HEADER
M2127/M7000 SCALE: 1/8" = 1'-0"



5 MANUFACTURER'S DETAILS FOR REFERENCE
M2227/M7000 SCALE: NTS



4 MANUFACTURER'S DETAILS FOR REFERENCE
M2227/M7000 SCALE: NTS

5 MANUFACTURER'S DETAILS FOR REFERENCE
M2227/M7000 SCALE: NTS

4 MANUFACTURER'S DETAILS FOR REFERENCE
M2227/M7000 SCALE: NTS

3/12/2024 11:20:05 AM
C:\Users\jgarcia\OneDrive\Documents\2021\02021 - MBOCC - MTR - Miami Convention Center\4

EXHIBIT C

Miami Beach Convention Center Flex Duct

9/8/2021

BIM #	Description	Location
20765	At 28 locations throughout Grand Ballrooms A, B and C the flexible duct has separated from the hard duct. Exact locations are shown in attachment in BIM360 dated June 25, 2021	Grand Ballroom A/B/C

EXHIBIT D

Miami Beach Convention Center Skimmers List

9/8/2021

ID	Description	Location Path
1	Install Skimmer S-14	Convention Center Drive
2	Install Skimmer S-12	Convention Center Drive
3	Repair Skimmer D-18	21st Street Park

EXHIBIT E

Miami Beach Convention Center Light List

9/8/2021

BIM # / ID #	Description	Location
18173	The LP7 light fixtures are not installed at any of the north stalls, with the exception of the northwest. As mentioned in other comments, the lenses are not installed at any of the stalls as well.	RESTROOMS>4.29.15 - PUBLIC RESTROOM - TYPE A
17403	Work is incomplete on all the L20 light fixtures.	1.28.08 - Loading Elevated Circulation
20189	Replace light near banyan tree	Site>NorthEast
16322	The lights installed between the stalls do not appear to be of the correct LP23 type. The plans call for five of these fixtures yet three of the alternate are installed instead.	RESTROOMS>2.04.05 - PUBLIC RESTROOM - TYPE A
13681	The LP33A-DIM light fixture at the east meeting rooms curved soffit is not installed and/or working.	CIRCULATION PUBLIC>2.28.01 - PUBLIC CONCOURSE
10624	The LP3B-DIM light fixtures on the columns east of grid Q.8 don't turn on.	CIRCULATION PUBLIC>2.03.01 - BALLROOM PREFUNCTION
16480	The fire rated sleeve next to door 2.07.26 is not installed	MEETING ROOM>2.07.11 - MEETING ROOM 4
15645	The LP7 light fixtures in the women's restroom stalls need to be installed and completed	RESTROOMS>4.29.15 - PUBLIC RESTROOM - TYPE A
16323	The lens covers are not installed at any of the LP7 light fixtures.	RESTROOMS>2.04.05 - PUBLIC RESTROOM - TYPE A
12087	None of the LP2-DIM light fixtures are installed at the east soffit.	MEETING ROOM>1.30.17 - MEETING ROOM 4
13531	None of the lighting trim kits between grids 23.73 & 23.1 are installed. This issue affects about 19 lights.	CIRCULATION PUBLIC>2.30.12 - MEETING ROOM PREFUNCTION
18597	The D6-DIM light fixture above the sink is not installed.	RESTROOMS>2.06.12 - TOLIET 2
16367	None of the LP7 light fixtures are installed.	RESTROOMS>2.04.03 - PUBLIC RESTROOM - TYPE A
18171	The lenses for the LP7 light fixtures are not installed at any of the stalls.	RESTROOMS>4.29.15 - PUBLIC RESTROOM - TYPE A
18581	The two west light switches on the north wall don't control anything.	BACK OF HOUSE>2.06.09 - VIP SUITE
13756	The light fixture at portals 2.29.04 & 2.29.26 are not installed.	CIRCULATION PUBLIC>2.28.08 - MEETING ROOM PREFUNCTION
14518	The lighting underneath the cabinet is not installed.	OPERATIONS>2.14.03 - STAFF BREAK ROOM
20	Issue with Touch Screen at C, MC Dean and Cooper Lighting to Address	Lincoln Ball Room
44	West lobby 1st and 2nd lights will dim but won't turn off. MC Dean investigated and could not find problem. MC Dean and Cooper Lighting to Address	Lobbies
28	Sunset A levels not changing. MC Dean investigated and could not find problem. MC Dean and Cooper Lighting to Address	Sunset Ballroom
24	LP5 fixtures require DMX controls (need direction from ME). MC Dean stated this has been confused with Starry Night fixtures which have been deleted, to confirm with Cooper Lighting	Sunset Ballroom
3	This applies to all Ballrooms, are controls to automate partitioning? ME Comment 04.09.21: For the ballrooms, the documents require the lighting groups be controllable based on the wall positions. This does not necessarily require wall position sensors as long as the program includes grouping of like light fixture types together for all possible wall configurations. Further, lighting control for all possible wall configurations shall be available and selectable from the touchscreen wall controllers. MC Dean and Cooper to confirm work has been installed per ME's comment	Ocean Ballroom Level 1
39	LP 33-Dim to be controlled with DMX - MC Dean to verify it is completed	Grand Ballroom
40	Verify emergency power to lights in room	Grand Ballroom
19	E and F need Touch screens troubleshoot / mounted	Lincoln Ball Room
82	Entry Lights - Room 216 OK. Room 221 light is installed and has power. Cooper issue.	216-221
80	2 room entrances missing lights and covers (224- Rm. 2.29.15), (225 is Rm 2.29.15) 1 missing just cover (226 is Rm.2.28.05) (227 is Rm. 2.28.06) entrance is ok.	224, 225, 226, 227

BIM # / ID #	Description	Location
9	Missing 2 LP 27	Ocean Ballroom Level 1
11	Waiting on 2 Ballast. MC Dean Temporarily disconnect for show on 4-07-21 at Spectra request	Lincoln Ball Room
1	Waiting on Ballast. MC Dean temporarily disconnected for show on 4-07-21 at Spectra request	Ocean Ballroom Level 1
8	Ongoing: one entry, top section out- Needs to be replaced. Second Entry just missing top section cover	Ocean Ballroom Level 1
22	Ongoing; Missing 5 - LP 27 and 6 - LP29 fixtures	Lincoln Ball Room
26	3 LP 24 lights missing; will notify his office and provide update.	Sunset Ballroom
35	DMX Conrols, Fixtures need to have addresses match Channels. DMX control programmed into iLumin and building lighting control; Ballrooms B & C functioning but B partitioning to be done via GVA software; further troubleshooting for addressing and fixtures needed, particularly in Ballroom Av	Grand Ballroom
13	LP29-Dim, Some fixtures appear brighter than others, One set has yellow tint	Lincoln Ball Room

EXHIBIT F

Miami Beach Convention Center Tecta Warranty List

9/8/2021

ID	Description	Location Path
1	Warranty leak in roof	Area 1, Level 1 - Approx location 10' west of column line R and column line 3 intersection
2	Warranty leak in roof	Level 2 Service Corridor - Approx column line 10.52 & F
3	Warranty leak in roof	Level 4 Ramp - Approx column line 10.52 & F

EXHIBIT G

Miami Beach Convention Center Closeout List

9/13/2021

ID	Item	Description
1	Electrical As-Builts	Update submittal 260502-015.0 to remove references to "temporary power", include any changes made by approximately 60 RFIS and all field changes after 03/27/2019 and stamp drawings with "Final As Builts"

EXHIBIT H

Greg Colevas
Division President
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Re: Miami Beach Convention Center Renovation and Expansion

Dear Mr. Colevas,

The renovation of the Miami Beach Convention Center included a complete demolition and reconstruction of the existing exhibit halls, meeting rooms, and pre-function and support spaces, as well as a 263,000 square foot (SF) expansion for a total of 1,435,859 SF. There are five ballrooms, two on the ground floor, two on the second level and a 20,000 SF glass rooftop ballroom with an open terrace on the 3rd level overlooking the park. The 60,000 SF Grand Ballroom was added as part of the building addition. This is the largest ballroom south of Orlando. All new mechanical, electrical, and plumbing systems were installed, 796 new parking spaces were added, and significant improvements were made to the facility's façade, landscaping, and adjacent streets. The convention center achieved LEED Silver certification and there were 5 public art projects through the city's Art in Public Places program installed within the facility and adjacent grounds.

Clark Construction Group, LLC, the construction manager at risk for the project, delivered this technically and logistically complex project. In addition, the Miami Beach Convention Center remained open during construction to allow for planned conventions and meetings, both large and small, to take place while the facility was under renovation. Throughout construction the convention center was able to host more than 90 shows, including five Art Basel events, an important show for both the convention center and the local Miami Beach economy, the 2020 NFL Experience (Super Bowl LIV) and Major League Baseball "Fanfest". The team maintained an outstanding safety record with more than 5,000,000 worker hours without a lost time incident and provided more than 63% of the over 7,000 jobs to local workers.

The Miami Beach Convention Center is now a magnificent and technologically advanced facility that will meet the needs of our city and convention goers for years to come.

Sincerely,

City of Miami Beach

EXHIBIT I

Miami Beach Convention Center - Warranties

Kahua #	Spec Name	Submittal Category	Participant
017700-002.1	Closeout Requirements	General Warranty	Banker Steel Co., LLC
017700-003.1	Closeout Requirements	General Warranty	Brazos Urethane
017700-004.1	Closeout Requirements	General Warranty	Creative Sign Designs
017700-005.1	Closeout Requirements	General Warranty	Dash Door & Closer
017700-006.1	Closeout Requirements	General Warranty	David Allen Company, Inc.
017700-007.1	Closeout Requirements	General Warranty	The Duffy & Lee Carpet Company
017700-008.1	Closeout Requirements	General Warranty	Eugenio Painting Company
017700-009.1	Closeout Requirements	General Warranty	Florida Architectural Precast
017700-010	Closeout Requirements	General Warranty	Florida Blacktop
017700-011	Closeout Requirements	General Warranty	Hayward Baker
017700-012.1	Closeout Requirements	General Warranty	HJ Foundation Company
017700-013.1	Closeout Requirements	General Warranty	Hollywood Woodwork, LLC
017700-014.1	Closeout Requirements	General Warranty	Hufcor
017700-015.1	Closeout Requirements	General Warranty	ISEC, Inc. Eastern Division
017700-016.1	Closeout Requirements	General Warranty	Nash Mechanical, LLC
017700-017.1	Closeout Requirements	General Warranty	Robins & Morton Group
017700-018.1	Closeout Requirements	General Warranty	Rite Hite
017700-019.1	Closeout Requirements	General Warranty	Specified Architectural Systems
017700-020.1	Closeout Requirements	General Warranty	Superior Landscaping
017700-021.1	Closeout Requirements	General Warranty	Tate Ornamental, Inc.
017700-022	Closeout Requirements	General Warranty	Therma Seal Insulation Systems, Inc.
017700-023.1	Closeout Requirements	General Warranty	Trident Surfacing, Inc.
017700-024.1	Closeout Requirements	General Warranty	Tru Steel
017700-027.1	Closeout Requirements	General Warranty	Argyle Security
017700-028.1	Closeout Requirements	General Warranty	Ford Audio-Video Systems, LLC
017700-029.1	Closeout Requirements	General Warranty	Decon Environmental
017700-030.2	Closeout Requirements	General Warranty	Won-Door
017700-031	Closeout Requirements	General Warranty	American Fireproofing
017700-032	Closeout Requirements	General Warranty	Pro-Bel
017700-033	Closeout Requirements	General Warranty	Overhead Door
017700-034	Closeout Requirements	General Warranty	Apex
017700-035.1	Closeout Requirements	General Warranty	Lutron Electronics
017700-036.0	Closeout Requirements	General Warranty	Trex
017700-037.0	Closeout Requirements	General Warranty	Mardale
017700-038.0	Closeout Requirements	General Warranty	National Fire Protection
017700-039	Closeout Requirements	General Warranty	Harmon, Inc.
017700-040	Closeout Requirements	General Warranty	WPM Southern
017700-041	Closeout Requirements	General Warranty	East Coast Strutures
017700-042	Closeout Requirements	General Warranty	Camarata Masonry
017700-043.0	Closeout Requirements	General Warranty	M C Dean, Inc.
017700-044.0	Closeout Requirements	General Warranty	Royce Integrated Solutions
017700-045	Closeout Requirements	General Warranty	C.S.E. Paving
017700-046.1	Closeout Requirements	General Warranty	Otis Elevator Company
017700-047	Closeout Requirements	General Warranty	Arazoza Brothers Corp
017700-048	Closeout Requirements	General Warranty	P&J Stripping
017700-050	Closeout Requirements	General Warranty	Homestead
017700-051	Closeout Requirements	General Warranty	Acousti Engineering Co of Florida
017700-052.0	Closeout Requirements	General Warranty	Tecta America South Florida
017700-053	Closeout Requirements	General Warranty	Honeywell International
07 0150.61-015	Roof Re-Coating	Manufacturers Warranty	Tecta America South Florida
070150.61-016	Roof Re-Coating	Warranty	Tecta America South Florida
071326-022	Self-Adhering Sheet Waterproofing	Special Warranty	Tecta America South Florida
071413-047	Hot Fluid-Applied Rubberized Asphalt Waterproofing	Special Warranty	Tecta America South Florida
071413-048	Hot Fluid-Applied Rubberized Asphalt Waterproofing	Special Warranty	Tecta America South Florida
074213.23-006	Metal Composite Material Wall Panels	Special Warranty	Tate Ornamental, Inc.
074213.23-007	Metal Composite Material Wall Panels	Special Warranty	Tate Ornamental, Inc.
075423-039	Thermoplastic Polyolefin (Tpo) Roofing	Special Warranty	Tecta America South Florida
075423-040	Thermoplastic Polyolefin (Tpo) Roofing	Special Warranty	Tecta America South Florida
077129-017.0	Manufactured Roof Expansion Joints	Special Warranty	Tecta America South Florida
079200-019.1	Joint Sealants	Manufacturers Warranty	Therma Seal Insulation Systems, Inc.
079200-020.1	Joint Sealants	Special Warranty	Therma Seal Insulation Systems, Inc.
079200-021	Joint Sealants	Manufacturers Warranty	Harmon, Inc.
079200-022	Joint Sealants	Special Warranty	Dash Door & Closer
079200-023	Joint Sealants	Manufacturers Warranty	Dash Door & Closer
079200-024	Joint Sealants	Special Warranty	Eugenio Painting Company
079200-025.0	Joint Sealants	Manufacturers Warranty	Eugenio Painting Company
079219-003	Acoustical Joint Sealants	Manufacturers Warranty	Acousti Engineering Co of Florida

Miami Beach Convention Center - Warranties

Kahua #	Spec Name	Submittal Category	Participant
079219-004	Acoustical Joint Sealants	Special Warranty	Acousti Engineering Co of Florida
081416-003	Flush Wood Doors	Special Warranty	Argyle Security
081416-004	Flush Wood Doors	Special Warranty	Hollywood Woodwork, LLC
083340-005.1	Overhead Coiling Smoke and Fire Curtains	Manufacturers Warranty	Specified Architectural Systems
083483-007.1	Elevator Door Smoke Containment System	Manufacturers Warranty	Specified Architectural Systems
084110-022	Storefront Glazing System	Special Warranty	Harmon, Inc.
084110-022	Storefront Glazing System	Special Warranty	Harmon, Inc.
084110-024	Storefront Glazing System	Special Warranty	Dash Door & Closer
084110-024	Storefront Glazing System	Special Warranty	Dash Door & Closer
084413-077	Glazed Aluminum Curtain Walls	Warranty	Harmon, Inc.
084413-078	Glazed Aluminum Curtain Walls	Special Warranty	Harmon, Inc.
084413-080.1	Glazed Aluminum Curtain Walls	Special Warranty	Harmon, Inc.
084413-080.1	Glazed Aluminum Curtain Walls	Warranty	Dash Door & Closer
085653-004	Security Windows	Special Warranty	Dash Door & Closer
087100-017	Door Hardware	Special Warranty	Harmon, Inc.
087100-017	Door Hardware	Special Warranty	Dash Door & Closer
087100-017	Door Hardware	Warranty	Dash Door & Closer
087100-017	Door Hardware	Warranty	Dash Door & Closer
087100-017	Door Hardware	Warranty	Argyle Security
088000-013	Glazing	Warranty	Dash Door & Closer
088000-016	Glazing	Warranty	Harmon, Inc.
088000-017	Glazing	Warranty	Harmon, Inc.
088000-018	Glazing	Warranty	Harmon, Inc.
088000-019	Glazing	Warranty	Harmon, Inc.
088000-020	Glazing	Warranty	Harmon, Inc.
088000-021.1	Glazing	Warranty	Dash Door & Closer
088113-002	Decorative Glass Glazing	Special Warranty	Hollywood Woodwork, LLC
088113-002	Decorative Glass Glazing	Special Warranty	Dash Door & Closer
088300-005	Mirrors	Special Warranty	Dash Door & Closer
095443-008	Stretched-Fabric Ceiling Systems	Special Warranty	Acousti Engineering Co of Florida
096813-014	Tile Carpeting	Special Warranty	The Duffy & Lee Carpet Company
097723-007	Fabric-Wrapped Panels	Special Warranty	Acousti Engineering Co of Florida
098433.13-005.1	Metal-Faced Sound-Absorbing Wall Units	Special Warranty	Acousti Engineering Co of Florida
098433-011	Sound-Absorbing Wall Units	Special Warranty	Acousti Engineering Co of Florida
101401-003	Exterior Signage	Warranty	Creative Sign Designs
102238-013.1	Operable Panel Partitions	Special Warranty	Hufcor
102239-009.1	Folding Panel Partitions	Special Warranty	Specified Architectural Systems
102600-009.0	Wall And Door Protection	Special Warranty	Mardale
102800-001	Toilet, Bath, And Laundry Accessories	Warranty	Mardale
102800-011.0	Toilet, Bath, And Laundry Accessories	Special Warranty	Mardale
105113-003.1	Metal Lockers	Special Warranty	Mardale
111233-007.0	Parking Gates	Warranty	Royce Integrated Solutions
111319-005	Stationary Loading Dock Equipment	Manufacturers Warranty	Rite Hite
114000-059	Closeout Requirements	General Warranty	Baring Industries
114000-059	Food Service Equipment	Warranty	Baring Industries
133423.16-004	Fabricated Control Booths	Special Warranty	Honeywell International
133429-008	Fabricated Engineered Structures	Special Warranty	Harmon, Inc.
133429-009	Fabricated Engineered Structures	Special Warranty	Harmon, Inc.
142100-031	Electric Traction Elevators	Manufacturers Warranty	Otis Elevator Company
142400-031	Hydraulic Elevators	Manufacturers Warranty	Otis Elevator Company
142713-010	Custom Elevator Cab Finishes	Special Warranty	Otis Elevator Company
143100-032.0	Escalators	Manufacturers Warranty	Otis Elevator Company
221123-002.1	Domestic Water Booster	Warranty	Nash Mechanical, LLC
221500-015.0	Compressed Air System	Warranty	Nash Mechanical, LLC
223000-037.0	Plumbing Equipment	Warranty	Nash Mechanical, LLC
223000-037.0	Plumbing Equipment	Warranty	Nash Mechanical, LLC
230502-006.1	Basic Mechanical Requirements	Warranty	Nash Mechanical, LLC
230900-015.0	Building Automation And Automatic Temperature Control System	Warranty	Honeywell International
233600-009.0	Air Terminal Units	Warranty	Nash Mechanical, LLC
233600-009.0	Air Handling Units With Coil	Warranty	Nash Mechanical, LLC
236416-007	Centrifugal Water Chillers	Warranty	Nash Mechanical, LLC
260913-002	Electrical Power Monitoring	Warranty	M C Dean, Inc.
260933-004.0	Central Dimming Controls	Warranty	M C Dean, Inc.
260943-022.0	Network Lighting Control	Manufacturers Warranty	M C Dean, Inc.
260943-022.0	Network Lighting Control	Warranty	M C Dean, Inc.
262213-012.0	Low Voltage Distribution Transformers	Manufacturers Warranty	M C Dean, Inc.
262500-013.0	Enclosed Bus Assemblies	Warranty	M C Dean, Inc.

Miami Beach Convention Center - Warranties

Kahua #	Spec Name	Submittal Category	Participant
263005-009	Utility Floor Boxes	Warranty	M C Dean, Inc.
263353-010.1	Static Uninterruptible Power Supply	Warranty	M C Dean, Inc.
264314-007.0	Surge Protective Device (Spd)	Warranty	M C Dean, Inc.
265113-026.0	Lighting Fixtures	Warranty	Trex
265113-028	Lighting Fixtures	Warranty	M C Dean, Inc.
281300-007	Access Control System	Warranty	Honeywell International
282300-023	Video Surveillance System	Warranty	Honeywell International
283111-034	Digital, Addressable Fire-Alarm System (Voice Evacuation)	Special Warranty	Honeywell International
313116-004	Termite Control	Special Warranty	Apex
321218-006	Crushed Shell Aggregate	Special Warranty	Superior Landscaping
328400-012	Irrigation Systems	Warranty	Superior Landscaping
329300-035	Plants And Planting	Warranty	Superior Landscaping
329300-036	Plants And Planting	Warranty	Arazoza Brothers Corp