

**Condensed Title:**

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Approving And Authorizing The Mayor And City Clerk To Execute An Agreement With Hill International, Inc., Pursuant To Request For Proposals (RFP) No. 2014-278-ME, For Owners Representative Services For The Miami Beach Convention Center Renovation And Expansion Project, In The Amount Of \$4,028,428.

**Key Intended Outcome Supported:**

Expediently upgrade the convention center to be smart, modern, energy efficient, and which fits local context, including walkability.

**Supporting Data (Surveys, Environmental Scan, etc):** N/A

**Item Summary/Recommendation:**

On July 30, 2014, the Mayor and Commission authorized the issuance of RFP 2014-248-ME for Owners Representative Services for the Miami Beach Convention Center Renovation and Expansion (the RFP). The RFP was issued on August 5, 2014, with an opening date of September 8, 2014. The City received proposals from the following five (5) firms: (1) Caribbean Project Management, PC; (2) Claro Development Solutions, Inc.; (3) Hill International; (4) STV Construction, Inc.; (5) URS Corporation Southern.

The Evaluation Committee (the "Committee") convened on October 3, 2014 to consider proposals received and interview the proposing teams. Hill International (Hill) and URS Corporation Southern (URS) were both ranked first when considering both cost and qualifications, however Hill was clearly ranked first and URS second when considering qualifications only.

On October 22, 2014, the Mayor and Commission adopted Resolution 2014-28801, approving the City Manager's recommendation to authorize the Administration to enter into negotiations with Hill International, and if not successful, to enter into negotiations with URS.

Following a number of negotiation meetings and discussions, Hill International's fee has been reduced from \$4,961,002 to \$4,028,428 as follows:

Basic Services (lump sum):	\$3,832,715
Reimbursables (not-to-exceed allowance):	\$ 195,713
Total:	\$4,028,428

The Administration is of the opinion that the final negotiated fee is fair, reasonable, and consistent with the Administration's estimated budget for the Owner's Representative Services for the project.

**RECOMMENDATION**

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida, approve and authorize the Mayor and City Clerk to execute an Agreement with Hill International, Inc., pursuant to request for proposals (RFP) No. 2014-278-ME, for Owners Representative Services for the Miami Beach Convention Center Renovation and Expansion Project, in the amount of \$4,028,428.

**ADOPT THE RESOLUTION.**

**Advisory Board Recommendation:**

N/A

**Financial Information:**

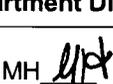
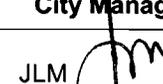
Source of Funds:	Amount	Account
1	\$ 113,820	Phase 1 Pre-Construction: Miami Beach Redevelopment Agency Non-Trust Fund Special Revenue Account No. 165-2816-061357
2	\$3,914,608	Phase 2 Construction: To be awarded with funding availability
<b>Total</b>	<b>\$4,028,428</b>	

**Financial Impact Summary:** Any future or additional expenditures will be based on previously approved budgeted funds.

**City Clerk's Office Legislative Tracking:**

Maria Hernandez, Extension 2584

**Sign-Offs:**

Department Director	Assistant City Manager	City Manager
AD  MH 	MT 	JLM 

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# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

## COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: November 19, 2014

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH HILL INTERNATIONAL, INC., PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 2014-278-ME, FOR OWNERS REPRESENTATIVE SERVICES FOR THE MIAMI BEACH CONVENTION CENTER RENOVATION AND EXPANSION PROJECT, IN THE AMOUNT OF \$4,028,428.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### KEY INTENDED OUTCOME SUPPORTED

Expediently upgrade the convention center to be smart, modern, energy efficient, and which fits local context, including walkability.

### FUNDING

Funding for the contract will occur in a two phase process as follows:

\$ 113,820	Phase 1 – Pre-Construction Phase
\$3,914,608	Phase 2 – Design-Build Phase
\$4,028,428	Total

Funding for Phase 1 will be available through Miami Beach Redevelopment Agency Non-Trust Fund Special Revenue Account No. 165-2816-061357. Subsequent construction phase funding will be awarded when available.

### BACKGROUND

On July 30, 2014, the Mayor and Commission authorized the issuance of RFP 2014-278-ME for Owners Representative Services for the Miami Beach Convention Center Renovation and Expansion (the RFP).

RFP 2014-278-ME was issued on August 5, 2014, with an opening date of September 8, 2014. The City received proposals from the following five (5) firms:

- Caribbean Project Management, PC \$4,741,623
- Claro Development Solutions, Inc. \$4,548,764
- Hill International \$4,961,002
- STV Construction, Inc. \$5,831,368
- URS Corporation Southern \$3,882,858

The Evaluation Committee (the "Committee") convened on October 3, 2014 to consider proposals received and interview the proposing teams. Hill International (Hill) and URS Corporation Southern (URS) were both ranked first when considering both cost and qualifications, however Hill was clearly ranked first and URS second when considering qualifications only.

On October 22, 2014, the Mayor and Commission adopted Resolution 2014-28801, approving the City Manager's recommendation to authorize the Administration to enter into negotiations with Hill International, and if not successful, to enter into negotiations with URS.

Following a number of negotiation meetings and discussions, Hill International's fee has been reduced from \$4,961,002 to \$4,028,428 as follows:

Basic Services (lump sum):	\$3,832,715
Reimbursables (not-to-exceed allowance):	\$ 195,713
Total:	\$4,028,428

The Administration is of the opinion that the final negotiated fee is fair, reasonable, and consistent with the Administration's estimated budget for the Owner's Representative Services for the project.

#### **CONCLUSION**

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida, approve and authorize the Mayor and City Clerk to execute an Agreement with Hill International, Inc., pursuant to request for proposals (RFP) No. 2014-278-ME, for Owners Representative Services for the Miami Beach Convention Center Renovation and Expansion Project, in the amount of \$4,028,428.

#### **Attachments:**

1. Fee Summary
2. Hill International, Inc. Agreement

JLM / MT / AD / ME / MH

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RESOLUTION NO. 2014-\_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH HILL INTERNATIONAL, INC., PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 2014-278-ME, FOR OWNERS REPRESENTATIVE SERVICES FOR THE MIAMI BEACH CONVENTION CENTER RENOVATION AND EXPANSION PROJECT, IN THE AMOUNT OF \$4,028,428.

WHEREAS, on July 30, 2014, the Mayor and Commission authorized the issuance of RFP No. 2014-278-ME for Owners Representative Services for the Miami Beach Convention Center Renovation and Expansion (the RFP); and

WHEREAS, RFP No. 2014-278-ME was issued on August 5, 2014, with an opening date of September 8, 2014; and

WHEREAS, a voluntary pre-proposal conference to provide information to the proposers submitting a response was held on August 13, 2014; and

WHEREAS, the City received proposals from the following five (5) firms: (1) Caribbean Project Management, P.C.; (2) Claro Development Solutions, Inc.; (3) Hill International, Inc.; (4) STV Construction, Inc.; and (5) URS Corporation Southern; and

WHEREAS, on September 23, 2014, the City Manager via Letter to Commission (LTC) No. 324-2014, appointed an Evaluation Committee (the "Committee"), which convened on October 3, 2014 to consider proposals received and interview the proposing teams; and

WHEREAS, although the Committee ranked Hill International, Inc. (Hill) and URS Corporation Southern (URS) first when considering both cost and qualifications, Hill was clearly ranked first and URS second when considering qualifications; and

WHEREAS, on October 22, 2014, the Mayor and Commission adopted Resolution 2014-28801, approving the City Manager's recommendation to enter into negotiations with Hill International, Inc.; and

WHEREAS, following a number of negotiation meetings and discussions, Hill's fee has been significantly reduced from \$4,961,002 to \$4,028,428, an amount consistent with the Administration's estimated budget for Owner's Representative Services for the Miami Beach Convention Center Renovation and Expansion Project;

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute an Agreement with Hill International, Inc., attached hereto as Exhibit "A," pursuant to RFP No. 2014-278-ME, for Owners Representative Services for the Miami Beach Convention Center Renovation and Expansion Project, in the amount of \$4,028,428.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

ATTEST:

\_\_\_\_\_  
Rafael Granado, City Clerk

\_\_\_\_\_  
Philip Levine, Mayor

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION  
  
\_\_\_\_\_  
City Attorney  
11/12/14  
\_\_\_\_\_  
Date  
RAP

**HILL**  
Hill International

Hill International, Inc.  
601 Brickell Key Drive  
Suite 600  
Miami, FL 33131  
Phone: (305) 468-4900  
Fax : (305) 468-4919  
www.hillintl.com

November 5, 2014

Ms. Maria Hernandez, R.A.  
Project Director – Convention Center  
Office of the City Manager  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, FL 33139

**Subject: Revised Estimated Project Fee Summary – Owner’s Representative Services**

Dear Maria:

Per Jeff’s request in response to our previous revision, we are providing the enclosed revised estimated project fee for Owner’s Representative services. To achieve what Jeff hoped to accomplish with his most recent comments, we have separated our fee into two different phases and incorporated the various changes. Our revised project fee estimate is \$4,028,428, which is the sum of \$113,820 for Pre-Construction and \$3,914,608 for Design-Build, as follows:

	Pre-Construction Phase	Design-Build Phase	Project
Labor Estimate	\$98,820	\$3,733,895	\$3,832,715
Expense Estimate	\$15,000	\$180,713	\$195,713
<b>Fee Estimate</b>	<b>\$113,820</b>	<b>\$3,914,608</b>	<b>\$4,028,428</b>

In this version, we have decreased hours for Estimating and Scheduling support, which can be revisited, should it be required, and we have increased hours for Deborah and Eladio in March and April of 2015. Additionally, we have optimized 2018 by phasing out certain staff sooner than in previous versions. The staffing levels represented within this estimate are ideal and necessary to deliver the project as intended. The projected man-hours listed are still for budgeting purposes only, as monthly hours billed to the project may fluctuate depending on the requirements of the City and/or the distribution of vacation days and holidays for full-time project staff. The monthly man-hour projections account for the hours to be worked in each month less an average of total paid time off allotted to full-time employees during each calendar year, which is distributed equally across all months.

This estimate also includes anticipated reimbursable expenses for both phases as an allowance for the trailer and travel. Though it may be used in different intervals throughout the year, our yearly travel allowance estimate has been distributed equally across all twelve months of a given year for budgeting purposes, and estimated travel expenses during the pre-construction phase have been increased to accommodate more trips. Additionally, a monthly recurring cost for the trailer has been included through 2016 and 2017 of the Design-Build Phase, and the trailer set-up cost has been included in December 2015 of the Design-Build Phase. The estimated cost of the trailer, for which we anticipate the need and benefit of a triple-wide and include out-fitting of office space for City staff, is based on our experience in establishing temporary field office space in the past, and we are confident in the accuracy of this estimate.

We are available at your convenience to proceed with negotiations and execute our contract. We look forward to joining your team and guiding the successful delivery of this truly spectacular project. If you have any questions or require further information, please feel free to contact me directly.

Sincerely,  
HILL INTERNATIONAL, INC.



Stuart S. Richter  
Senior Vice President

# Owner's Representative Services Cost Matrix Pre-Construction Phase (01/2015 – 05/2015)

## Pre-Construction Phase Estimated Fee Summary

ESTIMATED HOURS	2015	2016	2017	2018	Pre-Con Phase
<b>Project Executive</b>					
Eduardo Castrodad	202	0	0	0	202
<b>Senior Project Manager</b>					
Deborah Palmer	403	0	0	0	403
<b>Project Manager</b>					
Eara Garcia	0	0	0	0	0
<b>Project Accountant</b>					
Lizet Lozada	0	0	0	0	0
<b>Project Manager/ QA-MEPP</b>					
Bill Wallburn	0	0	0	0	0
<b>Project Engineer</b>					
Drew Gerig	0	0	0	0	0
<b>Admin/Document Control</b>					
Catarina Padilha	0	0	0	0	0
<b>Schedule Support</b>					
Raquel Shohet	0	0	0	0	0
<b>Estimating Support</b>					
Charles (CJ) Dombrowski	0	0	0	0	0
<b>Estimated Pre-Construction Phase Hours</b>	<b>605</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>605</b>

ESTIMATED FEE	Hourly Rate		2015	2016	2017	2018	Pre-Con Phase
<b>Project Executive</b>							
	2015	\$170	\$34,340				
	2016	\$173		\$0			
	2017	\$176			\$0		
	2018	\$179				\$0	\$34,340
<b>Senior Project Manager</b>							
	2015	\$160	\$64,480				
	2016	\$163		\$0			
	2017	\$166			\$0		
	2018	\$169				\$0	\$64,480
<b>Project Manager</b>							
	2015	\$130	\$0				
	2016	\$133		\$0			
	2017	\$136			\$0		
	2018	\$139				\$0	\$0
<b>Project Accountant</b>							
	2015	\$130	\$0				
	2016	\$133		\$0			
	2017	\$136			\$0		
	2018	\$139				\$0	\$0
<b>Project Manager/ QA-MEPP</b>							
	2015	\$130	\$0				
	2016	\$133		\$0			
	2017	\$136			\$0		
	2018	\$139				\$0	\$0
<b>Project Engineer</b>							
	2015	\$110	\$0				
	2016	\$113		\$0			
	2017	\$116			\$0		
	2018	\$119				\$0	\$0
<b>Admin/Document Control</b>							
	2015	\$60	\$0				
	2016	\$63		\$0			
	2017	\$66			\$0		
	2018	\$69				\$0	\$0
<b>Schedule Support</b>							
	2015	\$160	\$0				
	2016	\$160		\$0			
	2017	\$160			\$0		
	2018	\$160				\$0	\$0
<b>Estimating Support</b>							
	2015	\$160	\$0				
	2016	\$160		\$0			
	2017	\$160			\$0		
	2018	\$160				\$0	\$0
<b>Pre-Construction Phase Labor Estimate</b>			\$ 98,820	\$ -	\$ -	\$ -	\$ 98,820
<b>Pre-Construction Phase Expense Estimate</b>			\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000
<b>Pre-Construction Phase Fee Estimate</b>			\$ 113,820	\$ -	\$ -	\$ -	\$ 113,820

Please refer to the Pre-Construction Phase 2015 Estimated Fee Detail on page 2.

11/5/2014



## Pre-Construction Phase 2015 Estimated Fee Detail

ESTIMATED HOURS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
<b>Project Executive</b>													
Eladio Castrodad	10	10	81	81	20								202
<b>Senior Project Manager</b>													
Deborah Palmer	40	40	122	122	80								403
<b>Project Manager</b>													
Era Garcia													0
<b>Project Accountant</b>													
Lizet Lozada													0
<b>Project Manager/ QA-MEPP</b>													
Bill Wallburn													0
<b>Project Engineer</b>													
Drew Gerig													0
<b>Admin/Document Control</b>													
Catarina Padilha													0
<b>Schedule Support</b>													
Raquel Shohet													0
<b>Estimating Support</b>													
Charles (CJ) Dombrowski													0
<b>Pre-Con Phase Hours</b>	50	50	203	203	100	0	0	0	0	0	0	0	605

ESTIMATED FEE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
<b>Project Executive</b>													
Eladio Castrodad	\$1,700	\$1,700	\$13,770	\$13,770	\$3,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$34,340
<b>Senior Project Manager</b>													
Deborah Palmer	\$6,400	\$6,400	\$19,440	\$19,440	\$12,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$64,480
<b>Project Manager</b>													
Era Garcia	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Project Accountant</b>													
Lizet Lozada	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Project Manager/ QA-MEPP</b>													
Bill Wallburn	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Project Engineer</b>													
Drew Gerig	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Admin/Document Control</b>													
Catarina Padilha	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Schedule Support</b>													
Raquel Shohet	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Estimating Support</b>													
Charles (CJ) Dombrowski	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Labor Estimate</b>	\$ 8,100	\$ 8,100	\$ 33,210	\$ 33,210	\$ 16,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 98,820
<b>Expense Estimate</b>	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000
<b>Fee Estimate</b>	\$ 11,100	\$ 11,100	\$ 36,210	\$ 36,210	\$ 19,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 113,820

11/5/2014



# Owner's Representative Services Cost Matrix Design-Build Phase (06/2015 – 06/2018)

## Design-Build Phase Estimated Fee Summary

ESTIMATED HOURS	2015	2016	2017	2018	D-B Phase
<b>Project Executive</b>					
Eladio Castrodad	130	960	960	60	2,110
<b>Senior Project Manager</b>					
Deborah Palmer	1,192	1,864	1,864	982	5,902
<b>Project Manager</b>					
Era Garcia	126	1,864	1,864	982	4,836
<b>Project Accountant</b>					
Lizet Lozada	0	1,864	1,864	0	3,728
<b>Project Manager/ QA-MEPF</b>					
Bill Wallburn	126	1,864	1,864	0	3,854
<b>Project Engineer</b>					
Drew Gerig	0	1,864	1,864	246	3,974
<b>Admin/Document Control</b>					
Catarina Padilha	252	1,016	1,016	0	2,284
<b>Schedule Support</b>					
Raquel Shohet	80	240	240	0	560
<b>Estimating Support</b>					
Charles (CJ) Dombrowski	0	96	96	0	192
<b>Estimated Design-Build Phase Hours</b>	<b>1,906</b>	<b>11,632</b>	<b>11,632</b>	<b>2,270</b>	<b>27,440</b>

ESTIMATED FEE	Hourly Rate					
<b>Project Executive</b>						
	2015	\$170	\$22,100			
	2016	\$173		\$166,080		
	2017	\$176			\$168,960	
	2018	\$179				\$10,740
<b>Senior Project Manager</b>			\$190,720	\$303,832	\$309,424	\$165,958
	2015	\$160				
	2016	\$163				
	2017	\$166				
	2018	\$169				
<b>Project Manager</b>			\$16,380	\$247,912	\$253,504	\$136,498
	2015	\$130				
	2016	\$133				
	2017	\$136				
	2018	\$139				
<b>Project Accountant</b>			\$0	\$247,912	\$253,504	\$0
	2015	\$130				
	2016	\$133				
	2017	\$136				
	2018	\$139				
<b>Project Manager/ QA-MEPF</b>			\$16,380	\$247,912	\$253,504	\$0
	2015	\$130				
	2016	\$133				
	2017	\$136				
	2018	\$139				
<b>Project Engineer</b>			\$0	\$210,632	\$216,224	\$29,115
	2015	\$110				
	2016	\$113				
	2017	\$116				
	2018	\$119				
<b>Admin/Document Control</b>			\$15,120	\$64,008	\$67,056	\$0
	2015	\$60				
	2016	\$63				
	2017	\$66				
	2018	\$69				
<b>Schedule Support</b>			\$12,800	\$38,400	\$38,400	\$0
	2015	\$160				
	2016	\$160				
	2017	\$160				
	2018	\$160				
<b>Estimating Support</b>			\$0	\$15,360	\$15,360	\$0
	2015	\$160				
	2016	\$160				
	2017	\$160				
	2018	\$160				
<b>Design-Build Phase Labor Estimate</b>	\$	273,500	\$ 1,542,048	\$ 1,575,936	\$ 342,411	\$ 3,733,895
<b>Design-Build Phase Expense Estimate</b>	\$	36,633	\$ 68,540	\$ 68,540	\$ 7,000	\$ 180,713
<b>Design-Build Phase Fee Estimate</b>	\$	310,133	\$ 1,610,588	\$ 1,644,476	\$ 349,411	\$ 3,914,608

Please refer to the Design-Build Phase 2015, 2016, 2017 and 2018 Estimated Fee Detail on pages 4, 5, 6 and 7, respectively.

11/5/2014



## Design-Build Phase 2015 Estimated Fee Detail

ESTIMATED HOURS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
<b>Project Executive</b>													
Eladio Castrorodriguez						10	10	10	10	10	40	40	130
<b>Senior Project Manager</b>													
Deborah Palmer						176	176	168	168	176	152	176	1,192
<b>Project Manager</b>													
Era Garcia										44	38	44	126
<b>Project Accountant</b>													
Lizet Lozada													0
<b>Project Manager/ QA-MEPP</b>													
Bill Wallburn										44	38	44	126
<b>Project Engineer</b>													
Drew Gerig													0
<b>Admin/Document Control</b>													
Catarina Padilha										88	76	88	252
<b>Schedule Support</b>													
Raquel Shohet											40	40	80
<b>Estimating Support</b>													
Charles (CJ) Dombrowski													0
<b>D-B Phase Hours</b>	0	0	0	0	0	186	186	178	178	362	384	432	1,906

ESTIMATED FEE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
<b>Project Executive</b>													
Eladio Castrorodriguez	\$0	\$0	\$0	\$0	\$0	\$1,700	\$1,700	\$1,700	\$1,700	\$1,700	\$6,800	\$6,800	\$22,100
<b>Senior Project Manager</b>													
Deborah Palmer	\$0	\$0	\$0	\$0	\$0	\$28,160	\$28,160	\$26,880	\$26,880	\$28,160	\$24,320	\$28,160	\$190,720
<b>Project Manager</b>													
Era Garcia	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,720	\$4,940	\$5,720	\$16,380
<b>Project Accountant</b>													
Lizet Lozada	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Project Manager/ QA-MEPP</b>													
Bill Wallburn	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,720	\$4,940	\$5,720	\$16,380
<b>Project Engineer</b>													
Drew Gerig	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Admin/Document Control</b>													
Catarina Padilha	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,280	\$4,560	\$5,280	\$15,120
<b>Schedule Support</b>													
Raquel Shohet	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,400	\$6,400	\$12,800
<b>Estimating Support</b>													
Charles (CJ) Dombrowski	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Labor Estimate</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,860	\$ 29,860	\$ 28,580	\$ 28,580	\$ 46,580	\$ 51,960	\$ 58,080	\$ 273,500
<b>Expense Estimate</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 31,633	\$ 36,633
<b>Fee Estimate</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,693	\$ 30,693	\$ 29,413	\$ 29,413	\$ 47,413	\$ 52,793	\$ 89,713	\$ 310,133

11/5/2014



## Design-Build Phase 2016 Estimated Fee Detail

ESTIMATED HOURS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
<b>Project Executive</b>													
Eladio Castrodad	80	80	80	80	80	80	80	80	80	80	80	80	960
<b>Senior Project Manager</b>													
Deborah Palmer	146	154	170	154	154	162	146	170	154	154	146	154	1,864
<b>Project Manager</b>													
Ezra Garcia	146	154	170	154	154	162	146	170	154	154	146	154	1,864
<b>Project Accountant</b>													
Lizet Lozada	146	154	170	154	154	162	146	170	154	154	146	154	1,864
<b>Project Manager/ QA-MEPP</b>													
Bill Wallburn	146	154	170	154	154	162	146	170	154	154	146	154	1,864
<b>Project Engineer</b>													
Drew Gerig	146	154	170	154	154	162	146	170	154	154	146	154	1,864
<b>Admin/Document Control</b>													
Catarina Padilha	80	84	92	84	84	88	80	92	84	84	80	84	1,016
<b>Schedule Support</b>													
Raquel Shohet	20	20	20	20	20	20	20	20	20	20	20	20	240
<b>Estimating Support</b>													
Charles (CJ) Dombrowski	8	8	8	8	8	8	8	8	8	8	8	8	96
<b>D-B Phase Hours</b>	<b>918</b>	<b>962</b>	<b>1,050</b>	<b>962</b>	<b>962</b>	<b>1,006</b>	<b>918</b>	<b>1,050</b>	<b>962</b>	<b>962</b>	<b>918</b>	<b>962</b>	<b>11,632</b>

ESTIMATED FEE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
<b>Project Executive</b>													
Eladio Castrodad	\$13,840	\$13,840	\$13,840	\$13,840	\$13,840	\$13,840	\$13,840	\$13,840	\$13,840	\$13,840	\$13,840	\$13,840	\$166,080
<b>Senior Project Manager</b>													
Deborah Palmer	\$23,798	\$25,102	\$27,710	\$25,102	\$25,102	\$26,406	\$23,798	\$27,710	\$25,102	\$25,102	\$23,798	\$25,102	\$303,832
<b>Project Manager</b>													
Ezra Garcia	\$19,418	\$20,482	\$22,610	\$20,482	\$20,482	\$21,546	\$19,418	\$22,610	\$20,482	\$20,482	\$19,418	\$20,482	\$247,912
<b>Project Accountant</b>													
Lizet Lozada	\$19,418	\$20,482	\$22,610	\$20,482	\$20,482	\$21,546	\$19,418	\$22,610	\$20,482	\$20,482	\$19,418	\$20,482	\$247,912
<b>Project Manager/ QA-MEPP</b>													
Bill Wallburn	\$19,418	\$20,482	\$22,610	\$20,482	\$20,482	\$21,546	\$19,418	\$22,610	\$20,482	\$20,482	\$19,418	\$20,482	\$247,912
<b>Project Engineer</b>													
Drew Gerig	\$16,498	\$17,402	\$19,210	\$17,402	\$17,402	\$18,306	\$16,498	\$19,210	\$17,402	\$17,402	\$16,498	\$17,402	\$210,632
<b>Admin/Document Control</b>													
Catarina Padilha	\$5,040	\$5,292	\$5,796	\$5,292	\$5,292	\$5,544	\$5,040	\$5,796	\$5,292	\$5,292	\$5,040	\$5,292	\$64,008
<b>Schedule Support</b>													
Raquel Shohet	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$38,400
<b>Estimating Support</b>													
Charles (CJ) Dombrowski	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$15,360
<b>Labor Estimate</b>	\$ 121,910	\$ 127,562	\$ 138,866	\$ 127,562	\$ 127,562	\$ 133,214	\$ 121,910	\$ 138,866	\$ 127,562	\$ 127,562	\$ 121,910	\$ 127,562	\$ 1,542,048
<b>Expense Estimate</b>	\$ 5,712	\$ 5,712	\$ 5,712	\$ 5,712	\$ 5,712	\$ 5,712	\$ 5,712	\$ 5,712	\$ 5,712	\$ 5,712	\$ 5,712	\$ 5,712	\$ 68,540
<b>Fee Estimate</b>	\$ 127,622	\$ 133,274	\$ 144,578	\$ 133,274	\$ 133,274	\$ 138,926	\$ 127,622	\$ 144,578	\$ 133,274	\$ 133,274	\$ 127,622	\$ 133,274	\$ 1,610,588

11/5/2014



## Design-Build Phase 2017 Estimated Fee Detail

ESTIMATED HOURS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
<b>Project Executive</b>													
Eladio Castrodad	80	80	80	80	80	80	80	80	80	80	80	80	960
<b>Senior Project Manager</b>													
Deborah Palmer	154	146	170	146	162	162	146	170	154	162	146	146	1,864
<b>Project Manager</b>													
Era Garcia	154	146	170	146	162	162	146	170	154	162	146	146	1,864
<b>Project Accountant</b>													
Lizet Lozada	154	146	170	146	162	162	146	170	154	162	146	146	1,864
<b>Project Manager/ QA-MEPP</b>													
Bill Wallburn	154	146	170	146	162	162	146	170	154	162	146	146	1,864
<b>Project Engineer</b>													
Drew Gerig	154	146	170	146	162	162	146	170	154	162	146	146	1,864
<b>Admin/Document Control</b>													
Catarina Padilha	84	80	92	80	88	88	80	92	84	88	80	80	1,016
<b>Schedule Support</b>													
Raquel Shohet	20	20	20	20	20	20	20	20	20	20	20	20	240
<b>Estimating Support</b>													
Charles (C) Dombrowski	8	8	8	8	8	8	8	8	8	8	8	8	96
<b>D-B Phase Hours</b>	<b>962</b>	<b>918</b>	<b>1,050</b>	<b>918</b>	<b>1,006</b>	<b>1,006</b>	<b>918</b>	<b>1,050</b>	<b>962</b>	<b>1,006</b>	<b>918</b>	<b>918</b>	<b>11,632</b>

ESTIMATED FEE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
<b>Project Executive</b>													
Eladio Castrodad	\$14,080	\$14,080	\$14,080	\$14,080	\$14,080	\$14,080	\$14,080	\$14,080	\$14,080	\$14,080	\$14,080	\$14,080	\$168,960
<b>Senior Project Manager</b>													
Deborah Palmer	\$25,564	\$24,236	\$28,220	\$24,236	\$26,892	\$26,892	\$24,236	\$28,220	\$25,564	\$26,892	\$24,236	\$24,236	\$309,424
<b>Project Manager</b>													
Era Garcia	\$20,944	\$19,856	\$23,120	\$19,856	\$22,032	\$22,032	\$19,856	\$23,120	\$20,944	\$22,032	\$19,856	\$19,856	\$253,504
<b>Project Accountant</b>													
Lizet Lozada	\$20,944	\$19,856	\$23,120	\$19,856	\$22,032	\$22,032	\$19,856	\$23,120	\$20,944	\$22,032	\$19,856	\$19,856	\$253,504
<b>Project Manager/ QA-MEPP</b>													
Bill Wallburn	\$20,944	\$19,856	\$23,120	\$19,856	\$22,032	\$22,032	\$19,856	\$23,120	\$20,944	\$22,032	\$19,856	\$19,856	\$253,504
<b>Project Engineer</b>													
Drew Gerig	\$17,864	\$16,936	\$19,720	\$16,936	\$18,792	\$18,792	\$16,936	\$19,720	\$17,864	\$18,792	\$16,936	\$16,936	\$216,224
<b>Admin/Document Control</b>													
Catarina Padilha	\$5,544	\$5,280	\$6,072	\$5,280	\$5,808	\$5,808	\$5,280	\$6,072	\$5,544	\$5,808	\$5,280	\$5,280	\$67,056
<b>Schedule Support</b>													
Raquel Shohet	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200	\$38,400
<b>Estimating Support</b>													
Charles (C) Dombrowski	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$1,280	\$15,360
<b>Labor Estimate</b>	\$130,364	\$124,580	\$141,932	\$124,580	\$136,148	\$136,148	\$124,580	\$141,932	\$130,364	\$136,148	\$124,580	\$124,580	\$1,575,936
<b>Expense Estimate</b>	\$ 5,712	\$ 5,712	\$ 5,712	\$ 5,712	\$ 5,712	\$ 5,712	\$ 5,712	\$ 5,712	\$ 5,712	\$ 5,712	\$ 5,712	\$ 5,712	\$ 68,540
<b>Fee Estimate</b>	\$136,076	\$130,292	\$147,644	\$130,292	\$141,860	\$141,860	\$130,292	\$147,644	\$136,076	\$141,860	\$130,292	\$130,292	\$1,644,476

11/5/2014



## Design-Build Phase 2018 Estimated Fee Detail

ESTIMATED HOURS	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
<b>Project Executive</b>													
Eladio Castrodad	10	10	10	10	10	10							60
<b>Senior Project Manager</b>													
Deborah Palmer	169	153	169	161	169	161							982
<b>Project Manager</b>													
Ezra Garcia	169	153	169	161	169	161							982
<b>Project Accountant</b>													
Lizet Lozada													0
<b>Project Manager/ QA-MEPP</b>													
Bill Wallburn													0
<b>Project Engineer</b>													
Drew Gerig	85	77	85										246
<b>Admin/Document Control</b>													
Catarina Padilha													0
<b>Schedule Support</b>													
Raquel Shoher													0
<b>Estimating Support</b>													
Charles (C.) Dombrowski													0
<b>D-B Phase Hours</b>	<b>433</b>	<b>393</b>	<b>433</b>	<b>332</b>	<b>348</b>	<b>332</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,270</b>

ESTIMATED FEE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
<b>Project Executive</b>													
	\$1,790	\$1,790	\$1,790	\$1,790	\$1,790	\$1,790	\$0	\$0	\$0	\$0	\$0	\$0	\$10,740
<b>Senior Project Manager</b>													
	\$28,561	\$25,857	\$28,561	\$27,209	\$28,561	\$27,209	\$0	\$0	\$0	\$0	\$0	\$0	\$165,958
<b>Project Manager</b>													
	\$23,491	\$21,267	\$23,491	\$22,379	\$23,491	\$22,379	\$0	\$0	\$0	\$0	\$0	\$0	\$136,498
<b>Project Accountant</b>													
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Project Manager/ QA-MEPP</b>													
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Project Engineer</b>													
	\$10,056	\$9,104	\$10,056	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,215
<b>Admin/Document Control</b>													
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Schedule Support</b>													
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Estimating Support</b>													
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Labor Estimate</b>	\$ 63,898	\$ 58,018	\$ 63,898	\$ 51,378	\$ 53,842	\$ 51,378	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 342,411
<b>Expense Estimate</b>	\$ 1,167	\$ 1,167	\$ 1,167	\$ 1,167	\$ 1,167	\$ 1,167	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000
<b>Fee Estimate</b>	\$ 65,064	\$ 59,184	\$ 65,064	\$ 52,545	\$ 55,009	\$ 52,545	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 349,411

11/5/2014



**AGREEMENT BETWEEN**

**CITY OF MIAMI BEACH**

**AND**

**HILL INTERNATIONAL, INC.**

**FOR**

**OWNER'S REPRESENTATIVE SERVICES FOR THE MIAMI BEACH CONVENTION CENTER  
RENOVATION AND EXPANSION PROJECT**

**Resolution No. \_\_\_\_\_**

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AGREEMENT  
BETWEEN THE CITY OF MIAMI BEACH  
AND  
HILL INTERNATIONAL, INC.  
FOR  
OWNER'S REPRESENTATIVE SERVICES FOR  
THE MIAMI BEACH CONVENTION CENTER RENOVATION AND EXPANSION PROJECT

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 2014 (Effective Date), by and between the CITY OF MIAMI BEACH, a municipal corporation existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139, (hereinafter referred to as City), and HILL INTERNATIONAL, INC., a Delaware corporation having an office at 601 Brickell Key Drive, Suite 600, Miami, FL 33131 (hereinafter referred to as Consultant or Owner's Representative).

**WITNESSETH:**

**WHEREAS**, the City issued a competitive solicitation for an Owner's Representative to provide comprehensive services in the organization, coordination, management and administration of all aspects of the renovation and expansion of the Miami Beach Convention Center (the Project), on the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Consultant desires to contract with the City for performance of those certain professional services relative to the Project.

**NOW THEREFORE**, City and Consultant, in consideration of the mutual covenants and agreement herein contained, agree as follows:

**ARTICLE 1. DEFINITIONS**

1.1 **ADDITIONAL SERVICES:** "Additional Services" shall mean those services, in addition to and not otherwise contemplated by or related to the Basic Services set forth in Schedule A hereto, which the Consultant shall perform, at the City's option, and which have been duly authorized, in writing, by the City Manager or his authorized designee, prior to commencement of same.

1.2 **BASIC SERVICES/SERVICES:** "Basic Services" or "Services" shall mean all services, work, and actions by the Consultant performed pursuant to the terms of this Agreement and as described in Schedule A of this Agreement. Any work or scope of services not specifically included as Additional Services (as defined herein) shall be considered Basic Services.

1.3 **CITY (OR OWNER):** The "City" shall mean the City of Miami Beach, a Florida municipal corporation having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139.

1.4 **CITY COMMISSION:** "City Commission" shall mean the governing and legislative body of the City.

1.5 **CITY MANAGER:** The "City Manager" shall mean the chief administrative officer of the City. The City Manager shall be construed to include any duly authorized representatives designated in writing (including the Project Coordinator) with respect to any specific matter(s) concerning the Services and/or this Agreement (exclusive of those authorizations reserved to the

City Commission or regulatory or administrative bodies having jurisdiction over any matter(s) related to the Project, the Services, and/or this Agreement).

**1.6 CONSULTANT/OWNER'S REPRESENTATIVE:** The named entity on page 1 of this Agreement, the "Consultant" or "Owner's Representative" shall mean the licensed firm that has entered into a contract with the City to provide the Services described under this Agreement. When the term "Consultant" is used in this Agreement it shall also be deemed to include any officers, employees, approved sub-consultants, agents, and any other person or entity acting under the supervision, direction, or control of Consultant.

**1.7 CONSULTANT SERVICE ORDER:** "Consultant Service Order" shall mean the work, services and/or tasks assigned by the City to Consultant (and issued pursuant to the notice, in substantial form, attached as in Schedule "A-1" hereto), and specifically describing and delineating the particular Services (Basic and otherwise) which will be required of Consultant for the portion of the Services that is the subject of such Order. Consultant shall not commence any Services, and shall not be compensated for any Services, unless authorized in advance by a Consultant Service Order.

**1.8 CONTRACT AMENDMENT:** "Contract Amendment" shall mean a written modification to the Agreement approved by the City (as specified below) and executed between City and Consultant, covering changes, additions, or reductions in the terms of this Agreement including, without limitation, an adjustment in the fee and/or completion dates.

Contract Amendments shall be approved by the City Commission if they exceed twenty-five thousand dollars (\$25,000.00) or the City Manager if they are twenty-five thousand dollars (\$25,000.00) or less (or other such amount as may be specified by the City of Miami Beach Procurement Ordinance, as amended). Even for Contract Amendments for less than twenty-five thousand (\$25,000.00), the City Manager reserves the right to seek and obtain concurrence of the City Commission for approval of any such Contract Amendment.

**1.9 CONTRACT DOCUMENTS:** "Contract Documents" shall mean the agreement with the Design-Builder for the design and construction of the Project (together with all exhibits, addenda, and written amendments issued thereto), including completed Construction Documents (once approved by the City), and any approved modifications thereto.

**1.10 CONSTRUCTION DOCUMENTS:** "Construction Documents" shall mean the final documents which are actually used to construct the Project, including but not limited to plans, technical specifications, drawings, documents, schedules and diagrams prepared by or for the Design-Builder, setting forth in detail the requirements for the construction of the Project in accordance with the Design Criteria Package and the Contract Documents and which show the locations, characters, dimensions and details of the Work.

**1.11 CONTRACTOR/DESIGN-BUILDER:** "Contractor" or "Design-Builder" shall mean the firm, company, corporation, or other entity contracting with City for the design and construction of the Project, in accordance with the Design-Builder's Contract Documents.

**1.12 DESIGN CRITERIA PROFESSIONAL:** The "Design Criteria Professional" shall mean Fentress Architects.

**1.13 DESIGN CRITERIA PACKAGE:** "Design Criteria Package" shall mean shall mean all drawings, specifications, and other documents, prepared by the Design Criteria Professional in accordance with Florida Statutes, Section 287.055 and approved by the City as part of the

Contract Documents, and which includes the package of performance criteria, drawings and specifications to be used by the Design-Builder to design and construct the project.

**1.14 FORCE MAJEURE:** "Force Majeure" shall mean any delay occasioned by superior or irresistible force occasioned by violence in nature without the interference of human agency such as hurricanes, tornadoes, floods, loss caused by fire and other similar unavoidable casualties; or by changes in Federal, State or local laws, ordinances, codes or regulations enacted after the date of this Agreement ; or other causes beyond the parties' control which have, or may be reasonably expected to have, a material adverse effect on the Project, or on the rights and obligations of the parties under this Agreement and which, by the exercise of due diligence, such parties shall not have been able to avoid; provided, however, that inclement weather (except as noted above), the acts or omissions of sub-consultants/sub-contractors, market conditions, labor conditions, construction industry price trends, and similar matters which normally impact on the construction process shall not be considered a Force Majeure.

**1.15 PROJECT:** The "Project" shall mean the renovation and expansion of the Miami Beach Convention Center pursuant to a design-build methodology as more fully described in the RFP and consistent with the final Design Criteria Package developed by Fentress Architects, including but not limited to renovation of all exhibit halls, meeting rooms, pre-function, and support spaces such as loading docks, kitchens, bathrooms, MEP systems, and exterior areas; expansion to accommodate new ballroom and meeting space; the conversion of approximately 880 surface parking spaces into a 6.5 acre public park (with new parking on the roof of the building to replace the existing parking spaces); and the refurbishment of Convention Center Drive and the Collins Canal seawall.

**1.16 PROJECT CONSULTANT:** The "Project Consultant" shall mean Strategic Advisory Group, a strategic consultant to the City for the Project.

**1.17 PROJECT COORDINATOR:** The "Project Coordinator" shall mean Maria Hernandez, Project Director for the Miami Beach Convention Center District, or the individual designated in writing by the City Manager who shall be the City's authorized representative to coordinate, direct, and review (on behalf of the City) all matters related to the Project.

**1.18 PROPOSAL DOCUMENTS:** "Proposal Documents" shall mean Request for Proposals No. 2014-278-ME entitled "Owner's Representative Services for the Miami Beach Convention Center Renovation and Expansion Project" issued by the City in contemplation of this Agreement, together with all amendments thereto (if any), (the RFP), and the Consultant's proposal in response thereto (Proposal), which is incorporated by reference to this Agreement and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the Agreement shall prevail.

**1.19 SCHEDULES:** "Schedules" shall mean the various schedules attached to this Agreement and referred to as follows:

- Schedule A** – Scope of Basic Services.
- Schedule B** – Consultant Compensation, Hourly Billing Rates, & Fee Schedule
- Schedule C** – Insurance Requirements and Sworn Affidavits

**1.20 SCOPE OF SERVICES:** "Scope of Services" shall include the Basic Services described in Schedule "A" hereto, and any Additional Services (as approved by the City), and shall include the particular work, services, and/or tasks assigned to Consultant pursuant to the City's issuance

of a Consultant Service Order.

1.21 **WORK:** "Work" shall mean all labor, materials, tools, equipment, services, methods, procedures, etc. necessary or convenient to performance by Design-Builder of all duties and obligations proposed by the Design Build Contract for design and construction of the Project.

## **ARTICLE 2. BASIC SERVICES**

2.1 The Consultant shall provide the Basic Services, as set forth in Schedule "A" hereto and authorized by Consultant Service Orders.

2.2 Consultant shall provide a project team at all times that shall have sufficient capacity, skill and experience to perform the Services ("Consultant's Team"). The Consultant's Team is considered essential to the performance of the Services. The initial Consultant's Team identified in the Consultant's Proposal is approved by the City.

2.2.1. Consultant agrees to designate Deborah Palmer as its project manager (hereinafter referred to as the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of Consultant with respect to directing, coordinating and administrating all aspects of the Services. Consultant's Project Manager (as well as any replacement) shall be subject to the prior written approval of the City Manager or the Project Coordinator.

2.2.2. Consultant may not, without the advance written consent of the City, reassign or replace any member of the Consultant's Team or divert any member of the Consultant's Team to other projects, including but not limited to the Project Manager. Any replacement personnel shall be subject to the Project Coordinator's advance written approval. City shall at all times have the right to approve the specific Consultant employees performing work on the Project. City shall have the right to require the substitution or removal of any Consultant employee from the Project, if in the City's sole judgment, such employee's conduct or performance is detrimental to the Project.

2.3 The Services will be commenced by the Consultant upon receipt of a written Consultant Service Order signed by the City Manager or Project Coordinator. Consultant shall countersign the Consultant Service Order upon receipt, and return the signed copy to the City.

2.4 As it relates to the Services and the Project, Consultant warrants and represents to City that it is knowledgeable of Federal, State, and local laws codes, rules and regulations applicable in the jurisdiction(s) in which the Project is located, including, without limitation, applicable Florida Statutes, and State of Florida codes, rules and regulations, and local (City of Miami Beach and Miami-Dade County) ordinances, codes, and rules and regulations (collectively, "Applicable Laws") and that Consultant is experienced, fully qualified, and properly licensed pursuant to all applicable laws to perform the Services. As they relate to the Services and to the Project, the Consultant agrees to comply with all such Applicable Laws, whether now in effect or as may be amended or adopted from time to time, and shall further take into account all known pending changes to the foregoing of which it should reasonably be aware. Consultant shall require that its subcontractors, if any, maintain any and all necessary governmental licenses, certificates, approvals, and permits that are required for the performance of the Services. The Consultant agrees to maintain in full force and effect all such required licenses, certificates, approvals, and permits throughout the Term.

2.5 Consultant shall diligently coordinate performance of its Services with the City (through the Project Coordinator) in order to facilitate the safe, expeditious, economical and efficient completion of the Project, without negatively impacting concurrent work by others. The Consultant shall coordinate the Services with all of its sub-consultants, as well as other consultants, including, without limitation, City provided consultants (if any).

2.6 Consultant acknowledges and agrees that it may be required, from time to time, to provide the Services outside of normal working hours in order to monitor the progress of the Design-Builder's Work, based on the Design-Builder's schedule for performance thereof. Consultant acknowledges and agrees that any costs associated with such scheduling requirements are incorporated into the fees/hourly billing rates set forth in Schedule B.

2.7 The Consultant warrants and represents to City that all of the Services required under this Agreement shall be performed in accordance with the standard of care normally exercised in the administration of comparable projects in South Florida. Consultant acknowledges and agrees that time is of the essence in the completion of a Project.

2.8 The term of this Agreement shall commence upon execution by the parties which shall be the Effective Date and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. Notwithstanding the preceding Term, Consultant shall adhere to any and all timelines and/or deadlines, including the time for completion of the work and/or services as set forth in any Consultant Service Order. Nothing herein shall prevent the City from exercising its rights to terminate the Agreement, as provided elsewhere herein.

2.9 Consultant shall use reasonable professional efforts to maintain a constructive, professional, cooperative working relationship with the Project Coordinator and other City staff, Design-Builder, the Design Criteria Professional, and any and all other individuals and/or firms that have been contracted, or otherwise retained, to perform work on the Project.

2.10 The Consultant shall perform the Services and its duties under this Agreement in a competent, timely and professional manner, and shall be responsible to the City for any failure in its performance, except to the extent that acts or omissions by the City make such performance impossible. The Consultant is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all Services required under the Agreement and, under any Consultant Service Order issued to the Consultant by the City (including the Services performed by sub-consultants), within the specified time period and specified cost. Consultant shall provide the personnel, and project hours, identified in Schedule B. The Consultant is responsible for, and shall represent to City that its work conforms to the City's requirements, as set forth in the Agreement.

2.11 The Consultant shall be and remain liable to the City for all damages to the City caused by the Consultant's negligent acts or omissions in the performance of the Services. In addition to all other rights and remedies, which the City may have, the Consultant shall, at its expense, re-perform all or any portion of the Services to correct any deficiencies which result from the Consultant's failure to perform in accordance with the Agreement terms. Neither the City's inspection, review, approval or acceptance of, nor payment for, any of the Services required under the Agreement shall be construed to relieve the Consultant (or any sub-consultant) of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the City's rights under the Agreement, or of any cause of action arising out of the performance of the Agreement. The Consultant and its sub-consultants shall be and remain liable to the City in accordance with Applicable Laws for all damages to City caused by any failure of the Consultant or its sub-consultants to comply with the terms and conditions of the Agreement or by the

Consultant or any sub-consultants' misconduct, unlawful acts, negligent acts or omissions in the performance of the Agreement. With respect to the performance of Services by sub-consultants, the Consultant shall, in approving and accepting such Services, confirm the professional quality, completeness, and coordination of the sub-consultant's Services. The Consultant is advised that performance evaluation(s) of the work and/or services rendered throughout this Agreement will be completed by the City and kept in the City's files for evaluation of future solicitations.

2.12 Consultant agrees that when any portion of the Services relates to a professional service which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice and/or perform such Service(s), it shall employ and/or retain only qualified duly licensed certified personnel to provide same.

2.13 Consultant agrees not to divulge, furnish or make available to any third party(ies), any non-public information concerning the Services or the Project, without the prior written consent of the City Manager or his designee (who shall be the Project Coordinator), unless such disclosure is incident to the proper performance of the Services; or the disclosure is required pursuant to Florida Public Records laws; or, in the course of judicial proceedings, where such information has been properly subpoenaed. Consultant shall also require its employees and sub-consultants to comply with this subsection.

2.14 The City and Consultant acknowledge that the Services, as described in this Agreement and in Schedule "A" hereto, do not delineate every detail and minor work task required to be performed by Consultant to complete the work and/or services described and delineated under a Consultant Service Order. Any ancillary work that may be required or necessary for the successful completion of the Basic Services shall be deemed to be a Basic Service under this Agreement and shall also be deemed to be within the scope of services delineated in the Consultant Service Order (whether or not specifically addressed in such scope of services).

2.15 Consultant shall establish, maintain, and categorize any and all Project documents and records pertinent to the Services and shall provide the City, upon request, with copies of any and all such documents and/or records. In addition, Consultant shall provide electronic document files to the City upon completion of the Project.

2.16 The City's participation in the design and construction of the Project shall in no way be deemed to relieve the Consultant of its professional duties and responsibilities under this Agreement and/or applicable laws.

2.17 Consultant shall not utilize any sub-consultants to complete the Services, except upon the advance written approval of the City, which approval may be withheld at the City's sole discretion. Any services provided by sub-consultants, if approved by the City Manager, shall be undertaken and performed pursuant to appropriate written agreements between the Consultant and the sub-consultants, which shall contain provisions that preserve and protect the rights of the City under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between the City and the sub-consultants. The Consultant shall not retain, add, or replace any sub-consultant without the prior written approval of the City Manager or his/her designee, in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a sub-consultant by the City shall not in any way shift the responsibility for the quality and acceptability by the City of the services performed by the sub-consultant from the Consultant to the City. The quality of services and acceptability to the City of the services performed by sub-consultants shall be the sole responsibility of Consultant. Payment of sub-consultants shall be the responsibility of the Consultant, and shall not be cause for any increase in compensation to the Consultant for payment of the Services.

### **ARTICLE 3. THE CITY'S RESPONSIBILITIES**

3.1 The City Manager shall designate a Project Coordinator, in writing, who shall be the City's authorized representative to coordinate, direct, and review all matters related to this Agreement and the Project during the design and construction of same (except unless otherwise expressly provided in this Agreement or the Contract Documents). The Project Coordinator shall be authorized (without limitation) to transmit instructions, receive information, and interpret and define City policies and decisions with respect to the Services and the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to Consultant that would have the affect (or be interpreted as having the effect) of modifying or changing, (in any way) the following:

- a) the Services described in this Agreement;
- b) the Term of this Agreement; or
- c) the amount of compensation the City is obligated or committed to pay Consultant.

3.2 The City shall make available to Consultant all information that the City has in its possession pertinent to the Project. Consultant hereby agrees and acknowledges that, in making any such information available to Consultant, the City makes no express or implied certification, warranty, and/or representation as to the accuracy or completeness of such information. The Consultant understands, and hereby agrees and acknowledges, that it is obligated to verify to the extent it deems necessary all information furnished by the City, and that it is solely responsible for the accuracy and applicability of all such information used by Consultant. Such verification shall include, without limitation, visual examination of existing conditions in all locations encompassed by the Project, where such examination can be made without using destructive measures (i.e. excavation or demolition).

3.3 At any time, in his/her sole discretion, the City Manager may furnish accounting, and insurance counseling services for the Project (including, without limitation, auditing services to verify the Consultant's applications for payment, or to ascertain that Consultant has properly remitted payment due to its sub-consultants or vendors).

3.4 If the City observes or otherwise becomes aware of any fault or defect in the Project, or non-conformance with the Contract Documents, the City, through the Project Coordinator, shall give prompt written notice thereof to the Consultant.

3.5 The City Commission shall be the final authority to do or to approve the following actions or conduct, by passage of an enabling resolution or amendment to this Agreement:

3.5.1 The City Commission shall be the body to consider, comment upon, or approve any assignment, of this Agreement.

3.5.2 Upon written request from Consultant, the City Commission shall hear appeals from administrative decisions of the City Manager or the Project Coordinator. In such cases, the Commission's decision shall be final and binding upon all parties.

3.5.3 The City Commission shall approve or consider all Contract Amendments that exceed the sum of twenty five thousand dollars (\$25,000.00) (or other such amount as may be specified by the City of Miami Beach Procurement Ordinance, as amended).

3.6 Except where otherwise expressly noted in this Agreement, the City Manager shall serve

as the City's primary representative to whom administrative (proprietary) requests for decisions and approvals required hereunder by the City shall be made. Except where otherwise expressly noted in this Agreement or the Contract Documents, the City Manager shall issue decisions and authorizations which may include, without limitation, proprietary review, approval, or comment upon the schedules, plans, reports, estimates, contracts, and other documents submitted to the City by Consultant.

3.6.1 The City Manager shall have prior review and approval of the Project Manager (and any replacements) and of any sub-consultants (and any replacements).

3.6.2 The City Manager shall decide, and render administrative (proprietary) decisions on matters arising pursuant to this Agreement which are not otherwise expressly provided for in this Agreement. In his/her discretion, the City Manager may also consult with the City Commission on such matters.

3.6.3 Consultant's compensation (or other budgets established by this Agreement) may not be increased without the prior approval of the City Commission, which approval (if granted at all) shall be in its sole discretion.

3.6.4 The City Manager may approve Contract Amendments which do not exceed the sum of fifty thousand dollars (\$50,000.00) (or other such amount as may be specified by the City of Miami Beach Purchasing Ordinance, as amended); provided that no such amendments increase any of the budgets established by this Agreement.

3.6.5 The City Manager may, in his/her sole discretion, form a committee or committees, or inquire of, or consult with, persons for the purpose of receiving advice and recommendations relating to the exercise of the City's powers, duties, and responsibilities under this Agreement or the Contract Documents.

3.6.6 The City Manager shall be the City Commission's authorized representative with regard to acting on behalf of the City in the event of issuing any default notice(s) under this Agreement, and, should such default remain uncured, in terminating the Agreement (pursuant to and in accordance with Article 9 hereof).

#### **ARTICLE 4. ADDITIONAL SERVICES**

4.1 Additional Services shall only be performed by Consultant following receipt of written authorization by the Project Coordinator (which authorization must be obtained prior to commencement of any such additional work by Consultant). The written authorization shall contain a description of the Additional Services required; an hourly fee (in accordance with the rates in Schedule "B" hereto), with a "Not to Exceed" amount; Reimbursable Expenses (if any) with a "Not to Exceed" amount; the time required to complete the Additional Services; and an amended Project Schedule (if applicable). "Not to Exceed" shall mean the maximum cumulative hourly fees allowable (or, in the case of Reimbursable Expenses, the maximum cumulative expenses allowable), which the Consultant shall not exceed without further written authorization of the Project Coordinator. The "Not to Exceed" amount is not a guaranteed maximum cost for the additional work requested (or, in the case of Reimbursables, for the expenses), and all costs applicable to same shall be verifiable through time sheets (and, for Reimbursables, expense reviews).

## **ARTICLE 5. REIMBURSABLE EXPENSES**

5.1 Reimbursable Expenses are an allowance set aside by the City in the aggregate not-to-exceed amount of \$195,713.00, to cover certain actual expenditures made by the Consultant in the interest of the Project. Notwithstanding the preceding, any Reimbursable Expenses in excess of \$500 must be authorized, in advance, in writing, by the Project Coordinator. Invoices or vouchers for Reimbursable Expenses shall be submitted to the Project Coordinator (along with any supporting receipts and other back-up material requested by the Project Coordinator). Consultant shall certify as to each such invoice and/or voucher that the amounts and items claimed as reimbursable are "true and correct and in accordance with the Agreement."

5.2 Reimbursable Expenses may include the following:

5.2.1 Cost of reproduction, courier, and postage and handling of drawings, plans, specifications, and other Project documents (excluding reproductions for the office use of the Consultant and its sub-consultants, and courier, postage and handling costs between the Consultant and its sub-consultants).

5.2.2. Costs for rental of one on-site triple-wide trailer and associated utilities, office equipment such as computers, printers, computer software, telephones, and other general field office expenses.

5.2.3. Costs for airfare, rental car, taxis, meal per diems (at City per diem rates) and hotel accommodations, in furtherance of the performance of the Services. Any such costs shall be reimbursed at actual rates (no markups) in accordance with Florida Statute 112.061, as may be amended. Consultant shall obtain advance written authorization from the Project Coordinator or his/her designee for travel expenses. Failure to obtain such prior authorization shall be grounds for City's rejection of payment for any travel expenses. The City and Consultant anticipate that travel-related reimbursements will be limited to pre-approved travel for Consultant's Project Manager, and that absent City-requested travel, Consultant will not otherwise be compensated for travel expenses its personnel may incur in the performance of the Services.

5.2.4. Costs for the relocation of Consultant's Project Manager, Deborah Palmer, to Miami-Dade County, Florida. In the event Consultant's Project Manager is substituted with other personnel, the City shall not pay any relocation expenses associated with any such replacement or new personnel.

## **ARTICLE 6. COMPENSATION FOR SERVICES**

The City agrees to pay and the Consultant agrees to accept, for services rendered pursuant to this Agreement, the fees and other compensation in accordance with one or a combination of the methods outlined below:

6.1 Consultant shall be compensated for Basic Services on a "Lump Sum" basis for the Services, based on the monthly fee schedule and hourly rates set forth in Schedule B, or as may be set forth or otherwise described in the Consultant Service Order issued for any portion of the Services, as negotiated between City and Consultant. Such fees shall constitute full compensation to the Consultant for all costs incurred by Consultant in the performance of the Services, including but not limited to overhead expenses, fringe benefits, overtime costs, operating margins and all other costs not covered by Reimbursable Expenses.

6.2 Consultant shall not have any entitlement to provide any Services under this Agreement, except for any portion of the Services authorized by the City, at its sole discretion, in a Consultant Service Order. Consultant shall not commence any Services, and shall not be compensated for any Services, unless authorized in advance by a Consultant Service Order.

6.3 Payments for Services shall be based on the monthly fee detail listed in Schedule B and provided by Consultant for each phase of the Project. Payment shall be made within thirty (30) calendar days of receipt and approval of an acceptable invoice by the Project Coordinator. No mark-up shall be allowed on subcontracted work.

6.4 Approved Additional Services shall be compensated in accordance with the hourly rates set forth in Schedule "B," attached hereto. Any request for payment of Additional Services shall be included with a Consultant payment request. No mark-up shall be allowed on Additional Services (whether sub-contracted or not), and such fees shall constitute full compensation to the Consultant for all costs incurred by Consultant in the performance of the services, including but not limited to overhead, fringe benefits, overtime, operating margins and all other costs not covered by Reimbursable Expenses.

6.5 Approved Reimbursable Expenses shall be paid in accordance with Article 5 hereto. Any request for payment of Reimbursable Expenses shall also be included with Consultant's payment request. No mark-up shall be allowed on Reimbursable Expenses.

6.6 No retainage shall be made from the Consultant's compensation on account of sums withheld by the City on payments to Contractor.

6.7 **METHOD OF BILLING AND PAYMENT.** Consultant shall invoice the Project Coordinator in a timely manner, but no more than once on a monthly basis. Invoices shall identify the nature and extent of the work performed; the total hours of work performed by employee category; and the respective hourly billing rate associated therewith. In the event sub-consultant work is used, the percentage of completion shall be identified. Invoices shall also itemize and summarize any Additional Services and/or Reimbursable Expenses. A copy of the written approval of the Project Coordinator for the requested Additional Service(s) or Reimbursable Expense(s) shall accompany the invoice.

6.7.1 If requested, Consultant shall provide back-up for past and current invoices that records hours for all work (by employee category), and cost itemizations for Reimbursable Expenses (by category).

6.7.2 The City shall pay Consultant within thirty (30) calendar days from receipt and approval of an acceptable invoice by the Project Coordinator.

6.7.3 Upon completion of the Services, Consultant's final payment shall require the prior written approval of the City Manager before disbursement of same.

6.7.4 Consultant shall be solely responsible for payments to Sub-consultant(s) approved under this Agreement. Consultant shall not submit invoices which include charges by Subconsultant(s) unless such services have been performed satisfactorily and the charges are, in the opinion of the Consultant, payable to such Sub-consultant(s). Consultant shall promptly make all payments to Sub-consultant(s) following receipt of payment by the City.

6.8 The maximum compensation for the Basic Services under this Agreement shall be the not-to-exceed amount of \$4,028,428.00.

6.9 The City reserves the right in its sole discretion, to negotiate mutually acceptable fees and rates with Consultant that are less than those set forth herein for any portion of the Services.

6.10 In the event extended Services are required beyond the schedule contemplated herein for the completion of the Project (June, 2018), the City shall authorize Consultant to provide such extended Services by issuing a separate Consultant Service Order. The Consultant's monthly fee shall be based on the approved billing rates set forth in Schedule B, and the specific Services and staffing required by the City during such extended period (as determined by the Project Coordinator).

6.11 Notwithstanding any provision herein to the contrary, the City's obligations under this Agreement shall be subject to and contingent upon the City's obtaining the full amount of all financing or other funding that the City may require for the Project and/or for payment of the Consultant's Services. In the event this contingency is not satisfied and City does not obtain the necessary financing or sufficient funding to proceed with any portion of the Project and/or Consultant's Services, City shall notify Consultant in writing, and this Agreement shall be null and void and City shall have no further obligations under this Agreement, other than to compensate Consultant for work performed satisfactorily under any previously authorized Consultant Service Order. Except as set forth herein, Consultant hereby waives any other rights or remedies at law or in equity with regard to any matter arising out of this Agreement.

#### **ARTICLE 7. CONSULTANT'S ACCOUNTING AND OTHER RECORDS**

All books, records (whether financial or otherwise), correspondence, technical documents, and any other records or documents related to the Services and/or Project will be available for examination and audit by the City Manager, or his/her authorized representatives, at Consultant's office (at the address designated in Article 13, during customary business hours upon reasonable prior written notice. All such records shall be kept at least for a period of three (3) years after Consultant's completion of the Services. Incomplete or incorrect entries in such records and accounts relating personnel services and expenses may be grounds for City's disallowance of any fees or expenses based upon such entries. Consultant shall also bind its sub-consultants to the requirements of this Article and confirm compliance therewith.

#### **ARTICLE 8. OWNERSHIP OF PROJECT DOCUMENTS**

8.1 All notes, correspondence, documents, plans and specifications, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents (whether completed or partially completed) and copyrights thereto for Services performed or produced in the performance of this Agreement, or related to the Project, whether in paper or other hard copy medium or in electronic medium, except with respect to copyrighted standard details and designs owned by the Consultant or owned by a third party and licensed to the Consultant for use and reproduction, shall become the property of the City. Consultant shall deliver all such documents to the Project Coordinator within thirty (30) days of completion of the Services (or within thirty (30) days of expiration or earlier termination of this Agreement as the case may be). However, the City may grant an exclusive license of the copyright to the Consultant for reusing and reproducing copyrighted materials or portions thereof as authorized by the City Manager in advance and in writing. In addition, the Consultant shall not disclose, release, or make available any document to any third party without prior written

approval from the City Manager. The Consultant shall warrant to the City that it has been granted a license to use and reproduce any standard details and designs owned by a third party and used or reproduced by the Consultant in the performance of this Agreement. Nothing contained herein shall be deemed to exclude any document from Chapter 119, Florida Statutes.

8.2 The Consultant is permitted to reproduce copyrighted material described above subject to prior written approval of the City Manager.

8.3 At the City's option, the Consultant may be authorized, as an Additional Service, to adapt copyrighted material for additional or other work for the City, and payment to the Consultant for such adaptations will be at Consultant's current rate to adapt the original copyrighted material to a new site.

8.4 The Consultant shall bind all sub-consultants to the Agreement requirements for re-use of plans and specifications.

### **ARTICLE 9. TERMINATION OF AGREEMENT**

9.1 **TERMINATION FOR LACK OF FUNDS:** The City is a governmental entity and is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this Agreement. In the event there is a lack of adequate funding either for the Services or the Project (or both), the City may terminate this Agreement without further liability to the City.

9.2 **TERMINATION BY CITY FOR CAUSE:** The City, through the City Manager, may terminate this Agreement for cause, upon written notice to Consultant, in the event that the Consultant (1) violates any provision of this Agreement or performs same in bad faith; (2) unreasonably delays the performance of the Services or any portion thereof; or (3) does not perform the Services or any portion thereof in a timely and satisfactory manner, including but not limited to providing any of the staffing outlined in Schedule B. In the case of termination for cause by the City, the Consultant shall first be granted a thirty (30) day cure period (commencing upon receipt of the initial written notice of default from the City).

9.2.1 In the event this Agreement is terminated for cause by the City, the City, at its sole option and discretion, may take over the remaining Services and complete them by contracting with another consultant(s), or otherwise. The Consultant shall be liable to the City for any additional cost(s) incurred by the City due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of the Services, and the cost of completion of such Services had the Agreement not been terminated.

9.2.2 In the event of termination for cause by the City, the City shall only be obligated to pay Consultant for those Services satisfactorily performed and accepted prior to the date of termination (as such date is set forth in, or can be calculated from, the City's initial written default notice). Upon payment of any amount which may be due to Consultant pursuant to this subsection 10.2.2, the City shall have no further liability to Consultant.

9.2.3 As a condition precedent to release of any payment which may be due to Consultant under subsection 10.2.2, the Consultant shall promptly assemble and deliver to the Project Coordinator any and all Project documents prepared (or caused to be prepared) by Consultant(including, without limitation, those referenced in subsection 9.1 hereof). The City shall not be responsible for any cost incurred by Consultant for assembly, copy, and/or delivery of Project documents pursuant to this subsection.

**9.3 TERMINATION BY CITY FOR CONVENIENCE:** In addition to the City's right to terminate for cause, the City through the City Manager, may also terminate this Agreement, upon fourteen (14) days prior written notice to Consultant, for convenience, without cause, and without penalty, when (in its sole discretion) it deems such termination to be in the best interest of the City. In the event the City terminates the Agreement for convenience, Consultant shall be compensated for all Services satisfactorily performed and accepted up to the termination date (as set forth in the City's written notice), for Consultant's costs in assembly and delivery to the Project Coordinator of the Project documents (referenced in subsection 10.2.3 above), and for any reasonable demobilization costs and expenses incurred by the Consultant. Upon payment of any amount which may be due to Consultant pursuant this subsection 10.3, the City shall have no further liability to Consultant.

**9.4 TERMINATION BY CONSULTANT:** The Consultant may only terminate this Agreement for cause, upon thirty (30) days prior written notice to the City, in the event that the City willfully violates any provisions of this Agreement or unreasonably delays payment of the Services or any portion thereof. In the event of a termination for cause by Consultant, the City shall pay Consultant for any Services satisfactorily performed and accepted up to the date of termination, and for Consultant's costs in assembly and delivery to the Project Coordinator of the Project documents and any reasonable demobilization costs and expenses incurred by Consultant; provided, however, that the City shall first be granted a thirty (30) day cure period (commencing upon receipt of Consultant's initial written notice).

9.4.1 The Consultant shall have no right to terminate this Agreement for convenience.

**9.5 IMPLEMENTATION OF TERMINATION:** In the event of termination (whether for cause or for convenience), the Consultant shall immediately, upon receipt of the City's written notice of termination: (1) stop the performance of Services; (2) place no further orders or issue any other subcontracts, except for those which may have already been approved, in writing, by the Project Coordinator; (3) terminate all existing orders and subcontracts; and (4) promptly assemble all Project documents (for delivery to the Project Coordinator).

## **ARTICLE 10. INSURANCE**

10.1 At all times during the Term of this Agreement, Consultant shall maintain the following required insurance coverage in full force and effect. The Consultant shall not commence any work until satisfactory proof of all required insurance coverage has been furnished to the Project Coordinator:

10.1.1. Worker's Compensation and Employers' Liability Insurance as required by Chapter 440 of the Florida Statutes.

10.1.2. Commercial General Liability on a comprehensive basis, including Premises and Operations, Personal Injury/Advertising Injury, Contractual Liability and Products/Completed Operations, in an amount not less than \$1,000,000 combined single limit per occurrence, for bodily injury and property damage. The general aggregate limit, if any, must be maintained for the duration of this agreement. The Consultant shall name the City of Miami Beach as an Additional Insured with respect to this coverage.

10.1.3. Automobile Liability covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

10.1.4. Professional Liability (Errors and Omissions) Insurance, including wrongful acts, errors, and/or omissions, for damage sustained by reason of or in the course of operations under this contract, in an amount not less than \$5,000,000 with the deductible per claim, if any, not to exceed 10% of the limit of liability. The Professional Liability policy/coverage shall be amended, if necessary, to include the following:

- Description of operations on the declaration describing the scope of your professional services shall include all aspects of the services performed under this contract, including events arising out of your operations or any qualified sub-consultants and sub-tier consultants.
- Coverage for claims alleging improper supervision of sub-consultants and sub-tier consultants.
- Deletion of any exclusions pertaining to design/build liability.
- Coverage shall apply for three (3) years after Project is complete.

10.2. Certificates will include endorsements confirming cancellation or non-renewal of insurance shall be provided within (30) days advance notice to the certificate holder. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The Consultant shall provide access to review complete copies of all required insurance policies at Consultant's headquarters, including endorsements effecting coverage, upon five (5) days written notice from the City.

CERTIFICATE HOLDER MUST READ:  
CITY OF MIAMI BEACH  
1700 CONVENTION CENTER DRIVE  
RISK MANAGEMENT, 3rd FLOOR  
MIAMI BEACH, FL 33139

10.3. Compliance with the foregoing requirements shall not relieve the Consultant of his liability and obligation under this section or under any other section of this agreement.

10.4. The Consultant must give the Project Coordinator at least thirty (30) days prior written notice of cancellation or of substantial modifications in any required insurance coverage.

10.5. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida. Insurance is to be placed with insurers with a current A.M. Best Rating of no less than A:VII, unless otherwise acceptable to the City's Risk Manager.

10.6. The Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

10.7. Consultant shall provide the Project Coordinator with a certificate of insurance of all required insurance policies. The City reserves the right to review a certified copy of such policies, at Consultant's corporate headquarters upon five (5) days written request to Consultant.

## **ARTICLE 11. INDEMNIFICATION AND HOLD HARMLESS**

11.1 Consultant shall indemnify, defend and hold harmless the City and its officers, employees, agents, and instrumentalities, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, but only to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement and/or in the performance of any Consultant Service Order issued by the City to Consultant pursuant to this Agreement.

The Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees with counsel approved by Consultant's insurance carrier which may issue thereon. Consultant expressly understands and agrees that any insurance protection required by this Agreement (or otherwise provided by Consultant) shall in no way limit its responsibility to indemnify, keep, and save harmless and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

11.2 The Consultant agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any negligent, reckless, or intentionally wrongful actions, errors or omissions of the Consultant in which the City participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Contractor, or other acts of the Consultant, the City in no way assumes or shares any responsibility or liability of the Consultant (including, without limitation its sub-consultants and/or any registered professionals (architects and/or engineers) under this Agreement).

## **ARTICLE 12. LIMITATION OF LIABILITY**

12.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on its liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds \$10,000. Consultant hereby expresses its willingness to enter into this Agreement, with Consultant's recovery from the City for any damages for action for breach of contract to be limited to \$10,000. Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to Consultant for money damages due to an alleged breach by the City of this Agreement, in an amount in excess \$10,000. The \$10,000 limit is in addition to any amounts due to Consultant for outstanding invoices or services performed.

12.2 Nothing contained in this subsection, or elsewhere in this Agreement, is in any way intended to be a waiver of the limitation placed upon City's liability, as set forth in Section 768.28, Florida Statutes.

LITIGATION AS A NON-PARTY. If Consultant is brought into litigation on this project or in connection with this Agreement as a non-party through (for example) a subpoena for records, deposition request, court directive or otherwise and the City is a party for which the Consultant has no duty of indemnification, the City will pay reasonable costs incurred by Consultant, as may be mutually agreed-upon and specified in a Consultant Service Order, in compliance with any subpoena, deposition, court directive or otherwise including, but not limited to, document and records reproduction costs, search and review time, preparation time, appearance time, legal fees incurred, travel and other expenses, at all employees' regular billing rate at the time these costs are incurred and any other third party costs incurred.

### **ARTICLE 13. NOTICE**

All written notices given to City by Consultant shall be addressed to:

City Manager's Office  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, Florida 33139  
Attn: Maria Hernandez, Project Director, Convention Center District

All written notices given to the Consultant from the City shall be addressed to:

Hill International, Inc.  
601 Brickell Key Drive  
Suite 600  
Miami, FL 33131  
Attn: Eladio Castrodad, PE, PMP, Vice President

With copy to:

Hill International, Inc.  
303 Lippincott Centre  
Marlton, NJ 08053  
Attn: William Dengler, Jr., Senior Vice President and General Counsel

All notices mailed to either party shall be deemed to be sufficiently transmitted if sent by certified mail, return receipt requested.

### **ARTICLE 15. MISCELLANEOUS PROVISIONS**

14.1 **VENUE:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, in federal court. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

14.2 **EQUAL OPPORTUNITY EMPLOYMENT GOALS:** Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, national origin, religion, sex, gender identity, sexual orientation, disability, marital or familial status, or age, and will take affirmative steps to confirm that applicants are employed and employees are treated during employment without regard to race, color, national origin, religion, sex, gender identity, sexual orientation, disability, marital or familial status, or age.

14.3 **PUBLIC ENTITY CRIMES ACT:** In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes), a person or affiliate who is a consultant, 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 the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not bid on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or subconsultant under a contract with the City, and may not transact business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. For violation of this subsection by Consultant, City shall have the right to terminate the Agreement without any liability to City, and pursue debarment of Consultant

**14.4 NO CONTINGENT FEE:** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, 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 Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this subsection, City shall have the right to terminate the Agreement, without any liability or, at its discretion, to deduct from the contract price (or otherwise recover) the full amount of such fee, commission, percentage, gift, or consideration.

**14.5 LAWS AND REGULATIONS:**

14.5.1 The Consultant shall, during the Term of this Agreement, be governed by Federal, State, Miami-Dade County, and City laws, ordinances, and codes which may have a bearing on the Services involved in the Project.

14.5.2 Project Documents. In accordance with Section 119.07 (3) (ee), Florida Statutes, entitled "Inspection, Examination, and Duplication of Records; Exemptions," all building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, are exempt from the provisions of Section 119.07(1), Florida Statutes (inspection and copying of public records), and s. 24(a), Article I of the State Constitution. Information made exempt by this paragraph, with prior written approval from the City Manager, may be disclosed to another entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the Project; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

14.5.2.1 In addition to the requirements in this subsection 16.5.2, the Consultant agrees to abide by all applicable Federal, State, and City procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed which may include, but is not limited to, each employee of Consultant and sub-consultants that will be involved in the Project being required to sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the City Manager, in writing.

14.5.2.2 The Consultant and its sub-consultants agree in writing that the Project documents are to be kept and maintained in a secure location.

14.4.2.3 Each set of the Project documents are to be numbered and the whereabouts of the documents shall be tracked at all times.

14.5.2.4 A log is developed to track each set of documents logging in the date, time, and name of the individual(s) that work on or view the documents.

14.6. **FORCE MAJEURE.** Neither party is responsible for any failure to perform its obligations under this Agreement, if it is prevented or delayed in performing those obligations by an event of Force Majeure. The party prevented from or delayed in performing its obligations as a result of a Force Majeure (the "Affected Party") must immediately notify the other party of the Force Majeure event and the reasons preventing or delaying the performance of its obligations hereunder. The Affected Party must use its reasonable efforts to mitigate any impacts on its performance. The Affected Party must as soon as reasonably practicable recommence the performance of its obligations once the event of Force Majeure has passed. A Force Majeure event shall not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event. Consultant shall have no entitlement to, and City shall have no liability for, any costs, losses, expenses, damages relating to any Force Majeure event, or for the payment of fees during an event of Force Majeure.

14.7 **WARRANTY:** The Consultant warrants that the Services furnished to the City under this Agreement and under any Consultant Service Order issued by the City to Consultant shall conform to the quality expected of and usually provided by the profession in the State of Florida applicable to the design and construction of public and commercial facilities.

14.8 **NON-EXCLUSIVITY:** Notwithstanding any provision of this non-exclusive Agreement, the City is not precluded from retaining or utilizing any other architect, engineer, design professional or other consultant to perform any incidental Basic Services, Additional Services, or other professional services within the contract limits defined in the Agreement. The Consultant shall have no claim against the City as a result of the City electing to retain or utilize such other architect, engineer, design professional, or other consultant to perform any such incidental Services.

14.9 **ASSIGNMENT:** The Consultant shall not assign, transfer or convey this Agreement to any other person, firm, association or corporation, in whole or in part, without the prior written consent of the City Commission, which consent, if given at all, shall be at the Commission's sole option and discretion. However, the Consultant will be permitted to cause portions of the Services to be performed by sub-consultants, subject to the prior written approval of the City Manager. Any purported assignment, transfer or conveyance of this Agreement in violation of this provision shall be void.

14.10 **SUCCESSORS AND ASSIGNS:** The Consultant and the City each binds himself/herself, his/her partners, successors, legal representatives and assigns to the other party of the Agreement and to the partners, successors, legal representatives, and assigns of such party in respect to all covenants of this Agreement. The Consultant shall afford the City (through the City Commission) the opportunity to approve or reject all proposed assignees, successors or other changes in the ownership structure and composition of the Consultant. Failure to do so constitutes a breach of this Agreement by the Consultant.

14.11 **PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES:** In the performance of the Services prescribed herein, it shall be the responsibility of the Consultant to provide all salaries, wages, materials, equipment, sub-consultants, and other purchased services, etc., as necessary to complete said Services.

14.12 **INTENT OF AGREEMENT:**

14.12.1 The intent of the Agreement is for the Consultant to provide design and construction monitoring/management services, and to include all necessary items for the proper completion of such services for a fully functional Project which, when constructed in accordance with the design, will be able to be used by the City for its intended purpose. The primary role of the Owner's Representative will be to confirm that the City receives a renovation and expansion consistent with the Design Criteria Package and the Contract Documents in a timely manner for the agreed upon price. The Consultant shall perform, as Basic Services, such incidental work which may not be specifically referenced, as necessary to complete the Project.

14.12.2 This Agreement is for the benefit of the parties only and it does not grant rights to a third party beneficiary, to any person, nor does it authorize anyone not a party to the Agreement to maintain a suit for personal injuries, professional liability, or property damage pursuant to the terms or provisions of the Agreement.

14.12.3 No acceptance, order, payment, or certificate of or by the City, or its employees or agents, shall either stop the City from asserting any rights or operate as a waiver of any provisions hereof or of any power or right herein reserved to the City or of any rights to damages herein provided.

14.13 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement 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 memorialized in written document approval and executed with the same formality and of equal dignity herewith.

**IN WITNESS WHEREOF**, the parties hereto have hereunto caused these presents to be signed in their names by their duly authorized officers and principals, attested by their respective witnesses and City Clerk on the day and year first hereinabove written.

Attest

CITY OF MIAMI BEACH:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

CONSULTANT:

Attest

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Eladio Castrodad, PE, PMP/Vice President  
\_\_\_\_\_  
Print Name/Title

Stuart S. Richter/Senior Vice President  
\_\_\_\_\_  
Print Name/Title

## SCHEDULE A

### SCOPE OF BASIC SERVICES

The Project will be overseen by the City's dedicated Project Coordinator, augmented by the Owner's Representative team. The City and Owner's Representative will be assisted by a dedicated on-site architect from the Design Criteria Professional team. The primary role of the Owner's Representative will be to confirm that the City receives completed Project consistent with the Design Criteria Package and in accordance with the Contract Documents, in a timely manner for the agreed upon price. The Design-Builder will be responsible for managing the Project and the Owner's Representative and its dedicated on-site staff will monitor the Design-Builder's performance.

The Basic Services for the Consultant shall include, but not be limited to, the following Services:

#### PART 1 – ADMINISTRATION OF THE PRE-CONSTRUCTION PHASE

Simultaneously with the execution of this Agreement, the City shall issue a Consultant Service Order for the pre-construction phase of the Project, which shall cover the Services required of Consultant through the execution of the Design-Build Contract, which the City anticipates shall take place on or about May-June, 2015. The Services during this phase shall include, but shall not be limited to, the following:

1.1 Project Records. The consultant shall implement and use the City's e-Builder™ system for data warehousing and document management, and shall maintain all pertinent Project records, including a copy of the Construction Documents and Record Drawings.

1.2 Communications and Coordination. Consultant shall establish lines of communication with the City, the Design Builder, the Design Criteria Professional, Contractors, and relevant agencies. Overall project communications and monitoring shall be provided by the Consultant's Project Manager.

1.3 Progress Meetings and Presentations. Consultant shall participate in briefings and progress meetings relative to the Project, as directed by the City, and shall attend and/or assist in the preparation of materials for meetings of the City Commission, relevant sub-committees, and any other groups as directed by the City, including the Design-Builder; the finance team; the legal team; any other group required to achieve Project completion.

1.4 Community Stakeholder Information Meetings. The Consultant shall be expected to attend, address residents' concerns, participate, produce meeting minutes, and take a lead role in information meetings with the City for the Project with residents, community stakeholders and others impacted by the progress of the Work.

1.5 Design-Builder Proposal Review. In conjunction with the City, the Project Consultant, and the Design Criteria Professional, Consultant shall assist with the review and editing of the Phase II Request for Proposal (including design criteria package and the template for the Design Build contract) for the Design-Builder.

1.6 Design-Builder Pre-Proposal/Q&A. Consultant shall assist with hosting a pre-proposal conference and answering bidder questions.

1.7 Design-Builder Proposal Review. In conjunction with the City, Project Consultant, and Design Criteria Professional, Consultant shall assist with the technical review of the design-builder submittals, interviews and recommendations to the City.

1.8 Design-Builder Contracting. In conjunction with the City and SAG, Consultant shall assist with the negotiation of the Design-Builder's agreement.

## **PART 2 - ADMINISTRATION OF THE DESIGN-BUILD PHASE (DESIGN DEVELOPMENT AND CONSTRUCTION)**

The City intends to assign Services for the Design Build phase of the Project via separate Consultant Service Orders which correspond to the Notice to Proceed issued for each portion of the Design-Build Phase, including the Design Development phase which the City anticipates shall take place in 2015 following execution of the Design-Build Contract, as well as the Construction Phase, which the City anticipates shall commence on or about December, 2015. The Services during this phase shall include, but shall not be limited to, the following:

2.1 On-Site Owner's Representative. The Consultant shall serve as the City's on-site representative of the City at the site, and subject to review by the City or his/her duly authorized representative, shall have the authority to monitor the performance of the Work to confirm conformance with the Design Criteria Package and Contract Documents. The Consultant shall assign on-site dedicated staff to monitor the Design-Builder during construction.

2.2 General Oversight. The Consultant shall communicate daily or periodically with the City, the Project Consultant, the Design Criteria Professional and Design-Builder, as needed. Consultant shall report on concerns as it relates to the construction effort and activities. The Consultant shall monitor and verify that the Design-Builder has made the required notifications to the utility owners, residents and businesses as may be required. Consultant shall monitor the coordination of construction activities with adjacent construction sections and agencies having jurisdiction.

2.3 Weekly Construction Progress Meetings. The Consultant shall attend, participate and take a lead role in weekly construction project meetings with the City, Project Consultant, Design Criteria Professional and Design-Builder on the Project. These meetings shall serve as forums to review the status of construction progress, discuss construction issues, discuss schedule and/or cost concerns, discuss potential changes or conflicts, review the status of shop drawing submittals and Construction Document clarifications and interpretations, and to resolve problems before they become critical.

2.4 Presentations/Meetings. Consultant shall participate and assist in the preparation of materials for meetings of the City Commission and/or committees thereof, or meetings any other groups, as directed by the City. Consultant shall participate in Project meetings, including meetings with City, the City Commission and/or committees thereof; the Design-Build team and their consultants; the finance team; the legal team; or meetings with any other group involved in the Project.

2.5 Field Observations. The Consultant shall conduct field observations on a daily basis throughout the duration of construction and document, with photographs, a daily report of the conditions and progress of the Work and conformance to the Design Criteria Package and Contract Documents. The Consultant shall be present at the construction site daily during the construction phase of the Project and shall be expected to be available, as needed, throughout the Contractor's work day.

2.6 Daily Reports. The Consultant shall prepare daily reports, on the same date as construction occurs, to record the daily performance of the Design-Builder as well as other significant construction related matters. Daily reports shall be uploaded by the Consultant to e-Builder™, the City's document management system. At the end of each week, the Consultant shall forward the original daily reports to the City for review. The Consultant shall maintain and file paper copies of the daily reports onsite for reference. The daily reports shall include records of when the Design-Builder is on the job-site, general field observations, damage to any existing facilities, weather conditions, change orders, changed conditions, list of job site visitors, daily drilling and testing activities, testing results, testing observations,

and records of the outcome of tests and inspections. At a minimum the daily reports shall contain the following information:

- Weather and general site conditions
- Design-Builder's work force counts by category and hours worked
- Description of Work performed including location
- Equipment utilized
- Names of visitors to the jobsite and reason for the visit
- Tests made and results
- Construction difficulties encountered and remedial measures taken
- Significant delays encountered and apparent reasons why
- Description of (potential) disputes between the Contractor and City
- Description of (potential) disputes between the Contractor and residents
- Summary of additional directions that may have been given to the Contractor
- Detailed record of materials, equipment and labor used in connection with extra work, or where there is reason to suspect that a claim or request for Change Order may be submitted by the Design-Builder
- Summary of any substantive discussions held with the Design-Builder and/or City
- Summary of nonconforming work referenced to corresponding Non-Compliance Notice
- A log of photographs taken

2.7 Weekly Reports. Consultant shall prepare weekly meeting minutes of Progress Meetings and a weekly report that describes the construction activities, progress, incidents and issues that have occurred on the construction site. Consultant shall distribute the weekly report to all meeting attendees, review the two week look ahead provided by the Design-Builder and provide comments or objections to written statements within the specified timeframes.

2.8 Monthly Reports. Prepare monthly reports regarding the status of the Project that incorporate design status, schedule, budget, approval status, and any other pertinent data points.

2.9 Photographic Record. Consultant shall provide a photographic record of the overall progress of construction, beginning with preconstruction documentation, following with on-going construction documentation, and ending with post-construction documentation. Photographs shall be digital snapshot type taken to define the progress of the project and shall be filed electronically by month in e-Builder™, the City's document management system, labeled by date, time and location. The Consultant shall upload all photos to the e-Builder™ document management system on a weekly basis.

2.10 Adherence to Design Criteria Package and Contract Documents. Consultant shall take the lead in the scheduling of on-going, weekly construction meetings and monitor on-site progress to confirm adherence to the Design Criteria Package and Contract Documents.

2.10.1 In conjunction with the on-site Design Criteria Professional, Consultant shall monitor the development of the Construction Documents to confirm the intent of the Design Criteria Package and Contract Documents are incorporated into the Construction Documents. Consultant shall report any deviations in the Construction Documents to the City and shall make recommendations as to any remedial actions that may be necessary.

2.10.2 The Consultant shall review materials and workmanship performed on the Project and report to the City any deviations from the Construction Documents and/or Design Criteria Package that may come to the Consultant's attention. Consultant shall assist the City in determining the acceptability of the Work and materials and, in concert with the Design Criteria Professional (as necessary), make recommendations to the City to reject items not meeting the

requirements of the Construction Documents or Design Criteria Package.

2.10.3 Consultant shall monitor communications and coordination of the Project Work with work done by, or for, public or private utility companies with respect to the relocation, support, protection or replacement or installation of utilities in accordance with the Design Criteria Package and/or Contract Documents, and shall keep the City informed of the progress of utility-related activities and Work.

2.11 LEED Initiatives. Consultant shall monitor the Design-Builder's implementation of the agreed-upon LEED initiatives and certification process.

2.12 Entitlements/Permits. Consultant shall monitor the Design-Builder's application and approval of entitlements and permits, reporting on schedule impacts and facilitating where appropriate.

2.13 Schedule. Consultant shall analyze and continually monitor the Design-Builder's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) to confirm the Design-Builder's adherence to the schedule in compliance with the Contract Documents. The Design-Builder will be required to submit a detailed schedule to the Consultant at the pre-construction meeting. This schedule will be reviewed and approved by the Consultant and the City. This schedule will be updated on a bi-weekly basis by the Design-Builder; however, the Consultant will be responsible for reviewing the Design-Builder's schedule to confirm accuracy of the work activities completed. Consultant shall provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in the Contract Documents, as well as review of the adequacy of the Contractor's personnel and equipment and the availability of necessary materials and supplies.

2.13.1 In the event of delays impacting the critical path schedule, Consultant shall make recommendations for corrective action by Design-Builder.

2.13.2 Analysis of the Design-Builder's schedule will be on the basis of planned versus actual costs for the month and construction contract to date. Consultant shall verify that the Design-Builder is uploading the approved schedule and schedule updates to the City's e-Builder™ document management system.

2.14 Event Scheduling. Consultant shall also act as the primary liaison between the convention center manager and Design-Builder to confirm scheduled events are accommodated and that the entire facility is open for required Art Basel dates.

2.15 Delivery of Unaccepted Materials to Jobsite. As new materials are delivered to the jobsite, the Consultant shall check the material's certifications and samples and verify that an approved shop drawing was submitted for the material in question. If it is determined that a submittal has not been approved, the Consultant shall immediately notify the City and issue a Non-Compliance Notice. In conjunction with the Design Criteria Professional (as necessary), the Consultant shall direct and supervise the sampling and testing of materials to be performed by the City's independent testing laboratory. The Consultant shall maintain test report logs which shall be submitted to the City for review on a monthly basis and uploaded to e-Builder™, the City's document management system on a weekly basis.

2.16 Shop Drawing Submittals. The Consultant will receive, log and distribute shop drawings to the Design Criteria Professional for their review. In conjunction with the Design Criteria Professional, Consultant shall review approved shop drawings and product approvals for conformance to the Design Criteria Package and Contract Documents, and for Consultant's familiarity prior to delivery of materials. Consultant shall verify that Design-Builder is maintaining a submittal log, conducting timely submittals, and uploading approved shop drawings to the City's e-Builder™ document management system.

2.17 Issuance of Non-compliance Notices. The Consultant shall be responsible for notifying the City when they become aware of a condition that is believed to be in non-compliance with Construction Documents or Design Criteria Package and/or anytime the Consultant notices a potential construction problem or a condition that could result in non-complying materials, equipment or workmanship. Non-compliance Notices shall include a description of the Work that does not meet the construction contract requirements, along with a required timetable for corrective work to be implemented by the Contractor. Other items that should be included in the Notice include a reference to the provision of the Construction Documents that has been violated. Consultant should also develop a procedure with the Design-Builder for advising the Design-Builder of potential construction problems, errors, or deficiencies that can be promptly resolved and do not warrant a Non-compliance Notice.

2.18 Requests for Information/Construction Document Clarification (RFIs/CDCs). In conjunction with the Design Criteria Professional, the Consultant will receive, log and process all RFIs and CDCs. When RFIs and CDCs involve design issue interpretations, the Consultant shall coordinate with the Design Criteria Professional, as needed, to resolve the RFIs, CDCs, Field Orders, and other related correspondence. The Consultant shall be also be responsible for verifying that the Design Criteria Professional is providing a written response to RFIs and CDCs in a timely manner and for processing, logging, and distributing all RFIs/CDCs and responses thereto. Consultant shall upload all RFI and CDC responses to e-Builder™, the City's document management system.

2.19 Change Orders. The Consultant will manage the change order review process and receive, log and review all requests for project cost and/or schedule changes from the Design-Builder. The Consultant will also forward the request to the Design Criteria Professional, who shall provide a written opinion as to the merit and value of the request. Consultant shall perform an independent review of the changes and provide a written statement noting recommendation for approval or denial of the Change Order to the City. If recommended for approval, the Consultant will note if the requested cost and schedule impacts are fair and reasonable. The Consultant will be responsible for maintaining a Change Order log and uploading approved Change Orders to the City's e-Builder™ document management system. The Consultant shall also participate in change request review meetings with City and Design-Builder to resolve and/or negotiate the equitable resolution of request. The Consultant shall prepare draft response correspondence for the City to use in responding to Design-Builder requests, including the City's replies to formal complaints and disputed items of work.

2.20 Pay Requisitions. Consultant shall review and verify Contractor's pay requisition quantities and make appropriate recommendations regarding all pay requisition quantities in the field. Consultant shall be responsible for reviewing with the Contractor the monthly payment requisition to confirm the status of completed and uncompleted Work and stored materials. The Consultant shall advise the City of quantities being approved for subsequent concurrence for payment purposes. Payment Requisitions shall only be submitted to the City for its review and approval.

2.21 Application of Payments. Consultant shall prepare, for City's approval, procedures for the review and processing of applications for payment by the Design-Builder, review applications for payment by Design-Builder, and make recommendations to City concerning payment.

2.22 Inventory. The Consultant shall monitor the inventory of all the spare parts required, received, and their place of storage.

2.23 Equipment Tests and Systems Start-up. Consultant shall be responsible for coordinating various tests for quality control on the projects; verifying that equipment tests and systems start-up are conducted in the presence of appropriate personnel; and that the Design-Builder is maintaining adequate records thereof. Consultant shall observe, record, and report appropriate details relative to the

test procedures and start-up.

2.24 Design-Builder Request for Services. When the Contractor requires services from the City for issues such as water main shutdowns, tie-ins to existing water mains, special regulatory inspections, etc., a request shall be made in writing by the Design-Builder, and forwarded by the Consultant to the City, a minimum of three working days prior to when required.

### **PART 3: PROJECT CLOSE OUT PHASE**

3.1. Project Start Up. Together with the Design-Builder and the City, Consultant shall monitor and observe the testing and start-up and turn-over of all utilities, systems and equipment.

3.2. Punch List. Consultant shall coordinate with the Design-Builder to determine the date of substantial completion. At substantial completion by the Design-Builder, monitor the design-builder in the inspection of the Project and preparation of a detailed "punch list" specifying any items which require completion, installation or repair.

3.3. Warranties. Consultant shall confirm the delivery by Design-Builder to the City the guaranties, warranties, certifications, releases, affidavits, bonds, manuals, insurance certificates and other items required by the Contract Documents.

3.4. Project Documentation. Consultant shall coordinate the submittal of all Project documentation including files, records, drawings, submittals, samples, and other information to the City in an organized and usable form.

3.5 Record Drawings. Consultant shall monitor that record drawing mark-ups are properly maintained by the Design-Builder. At a minimum, Consultant shall review the record drawing mark-ups once per month, or more often, if deemed necessary by the City. Design-Builder's failure to maintain the record drawings, including as-builts, in up-to-date condition may be deemed grounds for withholding Design-Builder's monthly payment requisitions until such time as the record drawings are brought up-to-date. The Consultant shall notify the City if it considers the mark-up documents insufficient. The City shall make final determinations regarding payment withholding.

3.6. Substantial Completion. When the Design-Builder considers that the Work has reached Substantial Completion, the Design-Builder shall notify the Consultant who shall verify that the work has progressed to the substantial completion point in accordance the Construction Documents. If the Consultant is in agreement, the Consultant shall contact the City to agree on a schedule for conducting a substantial completion "walk-through" inspection of the Work. Consultant shall attend and participate in the substantial completion "walk-through", perform a substantial completion inspection with the Design-Builder, Design Criteria Professional and the City, and prepare a master punch list that describes items remaining to be completed. This master punch list shall be attached to the certificate of substantial completion.

3.7. Final Completion and Project Closeout. When the Design-Builder considers that the Work has reached Final Completion, the Design-Builder shall notify the Consultant who shall verify that the work has progressed to the Final Completion point in accordance the Construction Documents. If the Consultant is in agreement, the Consultant shall contact the City to agree on a schedule for conducting a Final Completion "walk-through" inspection of the Work. Consultant shall attend and participate in the Final Completion "walk-through" and perform a Final Completion inspection with the Design-Builder, Design Criteria Professional and the City. If the work is determined to be incomplete, Consultant and other attendees shall each develop a punch list of items requiring completion or correction prior to consideration of final acceptance of each project which shall be forwarded to the Design-Builder by the

Consultant for the Project. Consultant shall complete all necessary close-out and construction completion forms and documentation in coordination with the City for the Project. The Consultant shall work with the Design Criteria Professional and the Design-Builder, as necessary to ascertain materials required for the closeout binder, as required by the City, and review the Operation and Maintenance manuals for each project for completeness prior to forwarding documentation to the City. Once all parties determine the work is complete and the Design-Builder has delivered all close-out documentation to the City, the Consultant shall prepare a Final Certificate for Payment. The Consultant shall be responsible for providing final certifications based on the entire scope of work for the Project.

3.8. 10-Month Inspection. Consultant shall participate in a warranty inspection ten months following completion of the Project with the Design-Builder, the Design Criteria Professional and City.

SCHEDULE A-1  
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND  
HILL INTERNATIONAL, INC.

CONSULTANT SERVICE ORDER

Project Name and No:

Service Order No. \_\_\_\_\_ for Consulting Services.

TO:

Miami, Florida 331\_\_

**DATE:** \_\_\_\_\_

Pursuant to the Agreement between the City of Miami Beach and Consultant for OWNER's REPRESENTATIVE SERVICES FOR THE MIAMI BEACH CONVENTION CENTER RENOVATION AND EXPANSION PROJECT (RFP NO. 2014-278-ME) you are directed to provide the following Services:

**SCOPE OF SERVICES:**

Part \_\_ of Schedule A to the Agreement, including as follows:

\_\_\_\_\_

Time for Completion: From Date of this Service Order through \_\_\_\_\_, 201\_\_.

Fee for this Service Order: \$ \_\_\_\_\_

(Specify if fee is Lump Sum or other method of compensation, as well as any additional details, i.e. attach Consultant's monthly pay schedule listing employees)

\_\_\_\_\_  
Project Coordinator                      Date

**SCHEDULE B**

**CONSULTANT COMPENSATION**

[Insert Consultant hourly rates and fee schedule]

**SCHEDULE C**

**INSURANCE REQUIREMENTS AND SWORN AFFIDAVITS.**

See Attached

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