MEMORANDUM

Special Item No. 10

TO: Honorable Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners

DATE: September 19, 2019

FROM: Abigail Price-Williams County Attorney

SUBJECT: Resolution approving a Preferential Berthing Rights Agreement (Agreement) between the County and Virgin Cruise Intermediate Limited (Virgin) for an initial term of thirty (30) years from the date of substantial completion of new Cruise Terminal H with anticipated revenues to the County of $538,714,374.00 in dockage and wharfage fees over the initial term; requiring the County to enter into a design-build agreement for the construction of Cruise Terminal H at a cost of approximately $179,000,000.00, with cost overruns to be borne by the County unless caused by Virgin requests, and with required reimbursement of $62,940,210.00 of those costs by payments from Virgin to the County totaling $144,594,000.00 with interest and costs as reduced by revenues generated by third-party vessel calls; requiring the County to undertake up to $15,200,000.00 in non-reimbursable expenses related to Cruise Terminal H, amending the existing Preferential Berthing Rights Agreement with Virgin to eliminate Virgin's preferential berthing rights at Cruise Terminal G, effective immediately, and at Cruise Terminal F, effective October 15, 2022; further amending the existing agreement to increase the minimum annual passenger guarantee from 256,000 passengers per year to 498,600 passengers per year; authorizing the County Mayor to solicit and award a design-build contract for improvements to Cruise Terminal H pursuant to section 2-8.2.15 of the Code; approving certain terminal advertising rights, conditions, and sharing provisions; waiving alcohol marketing and advertising restrictions set forth in Implementing Order 8-9; by a two-thirds vote of the Board members present, waiving formal bid requirements of section 5.03(d) of the Home Rule Charter, County Code section 2-8.1(b), and Administrative Order 3-39; waiving the requirements of Resolution No. R-130-06; and authorizing the County Mayor to take all actions necessary to effectuate the Agreement and to execute the Agreement for and on behalf of the County and to exercise all rights contained therein

The accompanying resolution was prepared by the Port of Miami and placed on the agenda at the request of Prime Sponsor Vice Chairwoman Rebeca Sosa.

Abigail Price-Williams
County Attorney

APW/smm

Memorandum

MIAMI-DADE COUNTY

Date: September 19, 2019

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Approving a Preferential Berthing Agreement between Miami-Dade County and Virgin Cruises Intermediate Limited, including the Construction of New Cruise Terminal V at PortMiami

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the accompanying resolution authorizing the execution of a Preferential Berthing Agreement between Miami-Dade County (County) and Virgin Cruises Intermediate Limited, (Virgin), for the construction of New Cruise Terminal V (CT-V, Project), authorizing the County Mayor or County Mayor's designee to solicit and award a design-build contract for improvements to Cruise Terminal V pursuant to PortMiami Expedite and Acceleration Ordinance in Section 2-8.2.15 of the Code of Miami-Dade County Florida, waiving competitive bidding by a two-thirds vote of Board members present to convey certain marketing and advertising rights inside the cruise terminals to Virgin as a marketing partner; waiving restrictions in the Implementing Order 8-9 on alcohol advertising; and waiving, in the best interests of the County, the requirements of Resolution No. R-130-06.

Scope

PortMiami is located within District 5, which is represented by Commissioner Eileen Higgins. The impact of the agenda item is countywide as PortMiami is a regional asset and generates employment for residents throughout Miami-Dade County.

Background

In December 2014, Virgin announced it was entering into the cruise market as well as its intent to homeport a vessel(s) in the Florida/Caribbean market. Towards this end, staff entered into conversations with Virgin executives, which ultimately resulted in Virgin's selection of PortMiami as its first homeport.

On June 30, 2015, the Board approved Resolution No. R-576-15, which authorized the execution of a Preferential Berthing Agreement with Virgin. The Agreement had a five-year term (beginning Fiscal Year 2020 with the arrival of Virgin's first vessel) with an additional five-year renewal term at Virgin's option. This included the guarantee that Virgin would homeport its first new vessel at PortMiami's Cruise Terminal F or G commencing March 2020 with weekly service on Sundays. Anticipated revenues, based on 256,000 guaranteed passenger movements ranged from $5.2 million in Fiscal Year 2019-20 to $5.9 million in Fiscal Year 2023-24, reaching $6.8 million annually by Fiscal Year 2028-29 should Virgin exercise its five-year renewal option. Virgin would receive the same parking revenue incentive offered to other seaport cruise line customers. Additionally, the County committed up to $1.5 million in terminal improvements.

Virgin, as a start-up company, had a limited and conditioned right to terminate the current Agreement upon 27 months prior notice to the County or in the event that Virgin was unable to execute a written contract with a vessel shipyard by January 15, 2016. However, Virgin was able to execute a shipyard contract and the termination provisions expired.

On December 4, 2018, the Board approved Resolution No. R-1238-18, authorizing the execution of a Memorandum of Understanding (MOU) between the County and Virgin for first right to negotiate the construction of a new cruise terminal and new preferential berthing agreement which would allow Virgin to bring a second vessel to PortMiami. This MOU also anticipated reaching an Agreement inclusive of a Project estimated at $150 million, plus County procurement of a Passenger Boarding Bridge (PBB) and other items, and the potential for Capital Recovery payments from Virgin for a portion of the new terminal costs. The MOU estimated the Port's potential to generate approximately $12.5 million in gross wharfage and dockage revenues annually, plus any capital recovery amounts negotiated. This was based on a year-round 5-5-4 day itinerary with Virgin's first cruise vessel in addition to a seasonal seven-day itinerary with Virgin's second vessel.

Should the Board approve this Agreement, the construction of the New Cruise Terminal V (formerly Cruise Terminal H) at the Port will increase Virgin's berthing capacity bringing additional revenues and employment to the County. Virgin will relinquish its current designated preferential berth at Cruise Terminal F upon Substantial Completion of new Terminal V, which is anticipated for November 1, 2021. This will allow the Port to have a new agreement at Cruise Terminal F for use by another cruise line also offering an increase to its passenger movement guarantees.

Under the terms proposed in this Agreement, the County will construct New Cruise Terminal V for Virgin on approximately 5.1 currently non-revenue generating acres of land located on the northwest corner of the Port, presently designated as Cruise Terminal H (CT-H). The Project includes a new bulkhead and apron, a new terminal complex, provision staging, loading areas and intermodal staging areas. This new cruise terminal will be capable of accommodating vessels up to 965 feet in a homeport operational capacity. To prepare the site for development, the County is required to relocate current tenants out of the existing CT-H, obtain environmental permits for the berth and pier, and demolish CT-H.

The Parties have agreed on a project timeline, financial commitments, including a passenger Capital Recovery Surcharge (CRS) (inclusive of Virgin's architectural, engineering and specialty consultant costs for the development of the terminal concept and design criteria), minimum annual revenue commitment, commencement of construction and substantial completion dates.

This Agreement provides Virgin preferential berthing rights at CT-V for 30 years with two additional five-year terms at Virgin's option. This increases the original term by 25 years over their current five-year Agreement.

PortMiami will be Virgin's exclusive All-Florida Homeport for the first 10 years of the Agreement and will continue to be the exclusive east coast Florida Homeport for the remaining 20 years of the term, plus any options exercised.

The Agreement increases the Minimum Annual Guarantees commencing in Fiscal Year 2021-22. Virgin will guarantee wharfage and dockage cruise revenues for 498,600 passenger movements each year at wharfage and dockage rates escalating three percent per annum, as well as pay the harbor fee per vessel call. This compares favorably to the current Agreement's maximum annual guaranteed revenues based on 256,000 passenger movements for a five-year period. In Fiscal Year 2020-21, Virgin's current berthing schedule calls for 388,900 passenger movements during this transition year. In order to meet its schedule, the County proceeded with a competitive bidding process for the Project subject to the Board providing its approval which is requested in the accompanying Resolution.

Towards that end, two bids were received and opened on August 6, 2019. The highest ranked proposer submitted a Project cost estimate of $163 million plus contingencies, allowances and art in public places of $16.3 million for a total of $179.3 million. The second ranked proposer submitted a bid that was $47 million higher. As a result, ISD has appointed a committee which is in the process of negotiating a not to exceed amount for the Project. This resolution delegates award and management authority to the County Mayor or the County Mayor's Designee to award a design build contract for Cruise terminal V, as allowed under the PortMiami Expedite Ordinance, to meet its contractual obligation with Virgin. Timely completion of CT-V is critical to Virgin's launch. The Agreement includes a payment to Virgin of $175,000 for each call after November 1, 2021 until CT-V reaches Substantial Completion. This payment, should it be needed is offset by the liquidated damages imposed on the contractor for a missed Substantial Completion Date.

Virgin will contribute to the Port's debt service costs for new Terminal V via a Capital Recovery Surcharge (CRS) of up to $8.70 for every passenger movement, which includes an imputed 6.5 percent interest rate and other costs (as per Exhibit C of the Agreement) for the Project if the cost exceeds $155 million. Should the Project's cost be negotiated for less, the CRS for $140 million is $7.70, a CRS of $8.20 if the Project is between $140 million and $150 million with $8.70 applying to all amounts over $150 million. To fulfill its obligation over the 30 year term the minimum annual CRS will be based on 554,000 minimum guaranteed annual passenger movements. The CRS is deemed paid in full when Virgin pays CRS for 16,620,000 passenger movements (554,000 x 30). The CRS will survive all events, including any termination of the Agreement, as Virgin's obligation for its portion of Project costs is required to be paid in full.

In exchange for Virgin's guarantees, as in other agreements, Virgin will receive an annual incentive payment and discount on its wharfage rate contingent on meeting its guaranteed commitments.

Virgin shall continue to carry forward an opt-out term, though modified from the previous Agreement, with the following new provisions:

- This Agreement may not be terminated until the last day of year five following Substantial Completion of the Project;
- 18 months advance written notice of intent to terminate is required; and
- After completion of year 20 the right to terminate expires.

The termination payment schedule starts at $156.5 million no earlier than the conclusion of year five and is reduced each year after as per Exhibit D of the Agreement. The Termination payment schedule includes repayment of all of Virgin's remaining CRS principal, plus payments for three years loss of future passenger movement revenues to be replaced by the Port and a pro-rated termination penalty amount.

This Agreement also addresses potential vessel calls by third party cruise lines. The Agreement includes a 50 percent split between the parties of net cruise revenues after deducting the County's operating expenses. In consideration of Virgin's capital contribution to the Project's Terminal facility, Virgin will receive a credit towards the CRS obligation for 50 percent of third party net revenue generated at CT-V. However, the credit reduces the CRS total due not the annual amount due from Virgin in the year it is earned. By way of example, if the Virgin credit for 50 percent of net third party revenue were to reach the CRS equivalent of 10,000 passenger movements, the Virgin obligation of CRS per passenger would be reduced from 16,620,000 to 16,610,000. Thus, the credit is only realized at the end of the CRS term.

Typical with other preferential berthing agreements, Virgin can accrue shortfall credits earned in years in which they exceed their minimum annual guaranteed passenger movements. The shortfall credit is capped at 100,000 passenger movements. This Agreement provides Virgin a one-time right to monetize the shortfall credits upon six months written notice. Exercising this right would reduce Virgin's obligation for that fiscal year by the amount of shortfall credits it had accrued. However, if monetization is elected, shortfall credits can no longer be earned and the provision expires.

Starting with a year-round 5-5-4-day itinerary and the addition of a seasonal seven-day itinerary, the Agreement will generate a minimum of approximately $16.2 million in cruise revenues ($11.4 million in dockage and wharfage and CRS payments $4.8 million) annually, starting Fiscal Year 2021-22, with cruise revenues increasing by three percent each following Fiscal Year.

Staff's recommendation to waive Implementing Order 8-9's restriction on alcohol advertising, limited to inside the cruise terminals, is to align with the type of revenue-generating ads typically found at airports and cruise terminals. It is also recommended that Board approve the waiver of formal bid provisions of Section 5.03(D) of the Home Rule Charter, Section 2-8.1(b) of the Code, and the competitive selection requirements of Administrative Order 3-39 in connection with this Board's approval of the conveyance of certain advertising and marketing rights to Virgin, by a two-thirds vote of the Board members present, it being deemed in the County's best interest to do so in this instance.

Fiscal Impact/Funding Source

For the full Term, from Virgin's first call in Fiscal Year 2020 through the 30-year term, the County will receive over $697 million in cruise related gross revenues and CRS and $1.012 billion if both five-year term options are exercised. In the unlikely event of a termination, citing a termination after year five as an example, the County would receive $255 million through the five-year period at CT-V and full rights, with 18 months advance notice to offer the terminal to different cruise lines.

The County will be responsible to fund the estimated $179 million for New Cruise Terminal V (including reimbursement to Virgin of $674,000 of funds advanced by Virgin for the development of Terminal V concept and design criteria used by the County). The County will also be responsible for any increases in the Project cost beyond $179 million, provided they are not Virgin requested enhancements in which case Virgin would be responsible to pay those amounts as incurred. There are additional County borne costs typical for new cruise facilities, thus the County will also fund approximately $10.3 million for planned seagrass mitigation, one Passenger Boarding Bridge (PBB) plus furniture and fixtures, including U.S. Customs and Border Protection equipment. The County will also pay the cost to relocate existing tenants (U.S. Customs and Border Protection and Miami-Dade Fire Department) from the existing location at an estimated cost of $4.9 million.

The debt service costs for the Project, anticipated to be funded by 25 or 30 year bonds, will be paid partially by Virgin's guaranteed CRS payments up to $8.70 (or less in conjunction with a lower Project cost) per passenger movement with a minimum of 554,000 passenger movements per year reaching a total amount equal to 16,620,000 passenger movements.

Track Record/Monitor

The Seaport Department staff members responsible for monitoring this Agreement are Hydi Webb, Deputy Director; Andy Hecker, Assistant Director and CFO; Elizabeth Ogden, Assistant Director, Capital Development.

Jack Osterholt
Deputy Mayor

PREFERENTIAL BERTHING RIGHTS AGREEMENT BETWEEN MIAMI-DADE COUNTY AND VIRGIN CRUISES INTERMEDIATE LIMITED

THIS PREFERENTIAL BERTHING RIGHTS AGREEMENT (the "Agreement") is made and entered into this 19th day of September, 2019, by and between Virgin Cruises Intermediate Limited ("Virgin"), a Bermuda exempted company registered and authorized to transact business in Florida, and Miami-Dade County, Florida, a political subdivision of the State of Florida (the "County") (individually, "Virgin" and the "County" are each a "Party"; together, "Virgin" and the "County" are the "Parties").

RECITALS

WHEREAS, the County owns certain lands located in Miami-Dade County, Florida, on which the Dante B. Fascell Port of Miami-Dade (the "Port") is located; and

WHEREAS, the County operates the Port through the Miami-Dade County Seaport Department which is a department of the County; and

WHEREAS, Virgin has entered the cruise business with initial plans to design, build, and operate new state-of-the-art cruise vessels, all with a capacity over 2,750 cruise passengers; and

WHEREAS, on June 30, 2015, the Board of County Commissioners (the "County Board") approved Resolution No. R-576-15, approving a preferential berthing agreement between the County and Virgin (the "Existing Virgin Preferential Berthing Rights Agreement"); and

WHEREAS, in consideration of Virgin's commitment to home port vessels at the Port as set forth in detail below, and other good and valuable consideration, the County finds it to be in its best interest to enter into this Agreement with Virgin on the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants, term and conditions, and agreements hereinafter contained, the sufficiency of which are hereby acknowledged, the Parties hereto do and hereby mutually agree and bind themselves as follows:

TERMS AND CONDITIONS

ARTICLE I
General Conditions

1.01 **Incorporation of Recitals.** The Parties agree each of the foregoing recitals are true and correct and are incorporated herein.

1.02 **Manner of Effectiveness of Agreement.**

(a) **Effective Date.** The Effective Date of this Agreement shall be the date on which this Agreement is signed by Virgin and the County, provided that: (1) the County shall not be required to execute this Agreement until the County Board's resolution authorizing its execution has become effective and the County Mayor has been authorized to execute this Agreement thereby and (2) Virgin shall not be required to execute this Agreement until the date on which Virgin's lender, Servici Assicurativi del Commercio Estero ("SACE"), provides its written approval of this Agreement. If both parties do not execute this Agreement, on or before September 30, 2019, the Parties shall proceed in accordance with Section 1.02(b).

(b) **Failure to Timely Execute Agreement.** If the approvals necessary to make this Agreement effective in accordance with Section 1.02(a) have not been received by September 30, 2019, unless mutually extended by the Parties, the Parties shall meet and confer to revise the deadlines related to the delivery of Cruise Terminal V and/or the consequences of the failure to meet Substantial Completion as provided herein. If the Parties are unable to reach an agreement after meeting and conferring, either Party shall have the right to terminate this Agreement and the Parties shall revert to their rights and obligations under the Existing Virgin Preferential Berthing Rights Agreement; provided, however, that the Parties shall amend said Agreement to conform to the berthing scheduling requirements set forth in Section 1.04(a)(1).

1.03 **Term of Agreement.** This Agreement shall become effective in accordance with Section 1.02. The Initial Term of this Agreement shall commence on the date of Substantial Completion of Cruise Terminal V and run for a period of thirty (30) years therefrom. At least twelve (12) months before the expiration of the Initial Term (and thereafter, at least twelve (12) months before the expiration of the then-current Renewal Term), Virgin shall have the right to extend the term of this Agreement for two (2) additional Renewal Terms of five (5) years each. As used herein, "Term" shall refer to the term of the Agreement then in effect, whether the Initial Term or during the Renewal Terms.

1.04 **Effect on Existing Virgin Preferential Berthing Rights Agreement.**

(a) **On the Effective Date.** Effective on the Effective Date, and notwithstanding and surviving the termination of this Agreement for any reason (but for the avoidance of doubt, excluding the failure of this Agreement to become effective

under Section 1.02(b)), Virgin agrees that as of October 15, 2022, it shall relinquish any preferential berthing rights to Cruise Terminal F granted under the Existing Virgin Preferential Berthing Rights Agreement, and Virgin shall instead have berthing rights at the Port in accordance with Section 1.04(a)(1)-(3) until the earlier of termination under Section 1.04(a)(3) or Substantial Completion of Cruise Terminal V. In addition, effective on the Effective Date, the County shall be obligated to provide the Selected Terminal Improvements in the manner required in the Existing Virgin Preferential Berthing Rights Agreement. Further, as of the Effective Date, Virgin shall have the following rights:

(1) The County shall grant Virgin the right to berth at Cruise Terminal F on a 5/5/4 cruise itinerary, with said rotation commencing on a Sunday, until the earlier of Substantial Completion of Terminal V or October 15, 2022; and

(2) If Substantial Completion is not attained by the County by the Substantial Completion Date, the County shall use the greater of either best efforts or all commercially reasonable efforts to provide Virgin with a berth at Cruise Terminals F or J or at another location at the Port, on alternating Saturdays and Sundays, for eight-night and six-night itineraries, until Substantial Completion of Terminal V is attained. In the event that the County is required to use a temporary facility, tented or otherwise, to accommodate Virgin with a berth at the Port, all such costs for such facility shall be borne by the County. The foregoing shall be in addition to the remedies set forth in Section 1.04 (a)(3) (i) – (iv) below.

(3) If Cruise Terminal V is not Substantially Completed on, or before, October 15, 2021, County and Virgin shall meet in good faith in order to discuss the future accommodation of the Virgin Vessels at the Port. County shall use the greater of either best efforts or all commercially reasonable efforts to accommodate the Virgin Vessels at the Port and shall present Virgin with terminal(s), comparable to Cruise Terminal F in size and quality, available at the Port to adequately berth Virgin's Vessels until Substantial Completion of Cruise Terminal V. If Virgin finds the offered terminal(s) acceptable, in its sole discretion, it may accept the offered terminal(s) and continue operations at the Port. In addition, if Virgin does not find the offered terminal(s) acceptable, in its sole discretion, Virgin may:

(i) Notwithstanding Virgin's not finding the offered terminal(s) acceptable, and regardless of whether the offered terminal is Terminal F, Virgin may nonetheless decide to utilize the offered terminal(s) until Substantial Completion of Cruise Terminal V, but, in that event, County shall within fifteen (15) days of each such call, after October 31, 2021, credit or pay Virgin via wire transfer, at Virgin's election, the amount of One Hundred and Seventy-Five Thousand Dollars ($175,000.00) per each call of each Virgin Vessel to the offered terminal(s); or

(ii) Virgin may decide not to utilize the offered terminal(s), and regardless of whether the offered terminal is Terminal F itself, or the County may not have another terminal or berth available at the Port, and, in that event, Virgin may move the Virgin Vessels to any port it deems necessary in the State

of Florida, or elsewhere, while Cruise Terminal V is being completed, for a commercially reasonable time. During said period wherein Virgin may be berthing the Virgin Vessels at any port location of its choosing, the County shall within fifteen (15) days of each such call pay Virgin via wire transfer, the amount of One Hundred and Seventy-Five Thousand Dollars ($175,000.00) per each call of each Virgin Vessel at the selected port location until such time as Cruise Terminal V has attained Substantial Completion. Once Cruise Terminal V reaches Substantial Completion, Virgin agrees to return any relocated Virgin Vessels to the Port, within a commercially reasonable time, and begin operations at Cruise Terminal V.

(iii) In the event Substantial Completion of Cruise Terminal V is not achieved by October 15, 2022, the Port shall use the greater of either best efforts or all commercially reasonable efforts to accommodate the Virgin Vessels at the Port and shall present Virgin with terminal(s), comparable to Cruise Terminal F in size and quality, available at the Port to adequately berth the Virgin Vessels until Substantial Completion of Cruise Terminal V. Regardless of whether Virgin elects to proceed to operate at the Port or any other port location of its choosing, Virgin shall continue to receive a payment or a credit, at Virgin's election, in the amount of One Hundred and Seventy-Five Thousand Dollars ($175,000.00) per each call of each Virgin Vessel at any terminal(s) in any port until such time as Substantial Completion of Cruise Terminal V is attained. All such credits or payments by the County shall be made to Virgin within fifteen (15) days of each call made by the Virgin Vessels. In the alternative, Virgin, may at its sole option, after thirty (30) days' prior written notice, terminate this Agreement and move the Virgin Vessels to conduct operations at any port, in Florida or otherwise, that Virgin deems appropriate. At such termination, Virgin shall have no further financial obligations to the County, including, but not limited to, any amounts, in connection with wharfage/dockage or the Virgin Contribution, and any future contemplated Virgin financial obligations herein shall be null and void.

(iv) Under no circumstances shall Virgin be required to pay the Virgin Contribution (also defined in this Agreement as the Capital Recovery Surcharge payments) nor shall Virgin Minimum Annual Passenger Guarantee apply until such time as Cruise Terminal V has attained Substantial Completion and Virgin has conducted its first revenue cruise at Cruise Terminal V.

(b) **After the Effective Date.** Except as otherwise stated herein, on the date of Substantial Completion of Cruise Terminal V, this Agreement shall supersede the Existing Virgin Preferential Berthing Rights Agreement in all respects, whereupon the Existing Virgin Preferential Berthing Rights Agreement shall be terminated and of no further force and effect, except as set forth herein. On the same date, any berthing rights held by Virgin Vessels at Cruise Terminal F and Cruise Terminal J under Section 1.04(a) shall expire and the County shall have the right to offer those berthing slots to other cruise lines.

1.05 **Nature of Agreement.** It is agreed that this Agreement is not a lease, and that no interest or estate in real property or the improvements located at Cruise Terminal V is created by this Agreement.

1.06 **Home Port Commitment.** Except as otherwise stated herein, from the date of Substantial Completion of Cruise Terminal V when the Existing Virgin Preferential Berthing Rights Agreement shall be superseded in accordance with § 1.04(b) of this Agreement, Virgin agrees that Port shall be the exclusive Home Port in Florida for all Virgin Vessels for the first ten (10) years, running from the Substantial Completion Date. Thereafter, and until the thirtieth (30) anniversary of the Substantial Completion Date of Cruise Terminal V plus any renewal options exercised, Virgin agrees that Port will be the exclusive Home Port of all Virgin Vessels on the east coast of Florida, inclusive of the Florida Keys. Notwithstanding the foregoing, the Parties acknowledge and agree that Section 1.04(a)(1) - (3)(i) - (iv shall apply in the event that Substantial Completion of Cruise Terminal V is not timely achieved by the County, regardless of whether the County's failure to attain Substantial Completion by the Substantial Completion Date was caused due to a Force Majeure event, Casualty, or for any other reason.

The Parties further acknowledge and agree that in the event Substantial Completion is attained as to Cruise Terminal V and, subsequently, a Force Majeure event or a Casualty event occurs, Virgin shall have the right to proceed, respectively, in accordance with Section 9.01 and Section 5.07. Virgin will not be considered to be in breach of this Agreement should it temporarily deploy vessels away from Port under the terms of this Section and, except as may be otherwise provided herein in Section 5.07 or Section 9.01, no payments shall be due by Virgin until such time as Terminal V is once again suitable for Virgin's regular operations.

ARTICLE II
Development of Improvements to Cruise Terminal V

2.01 **County's Obligation to Construct Cruise Terminal V.** Subject to the terms and conditions of this Agreement and the County's successful negotiation and approval of a design-build agreement within the Project Budget, the County shall procure and enter into a design-build agreement (the "Design-Build Agreement") to design, engineer, develop, and construct Cruise Terminal V in accordance with Applicable Law and in substantial conformity with the design criteria package that is attached hereto as Exhibit A (the "Cruise Terminal V Project"), subject to any modifications made in accordance with Section 2.02(d)(1) to that design criteria package that may be necessary to bring the Cruise Terminal V Project within the Project Budget. The Design-Build Agreement shall be subject to the approval of the County Board in the exercise of its sole legislative discretion as the governing board of Miami-Dade County, a political subdivision of the State of Florida. If the County Board does not approve the Design-Build Agreement on or before December 31, 2019, then Virgin shall thereafter have the option to terminate this Agreement by providing County with thirty (30) days' advance written notice and after said notice has expired the Agreement shall be deemed void and of no effect; provided, however, that the

Existing Virgin Preferential Berthing Rights Agreement, as modified by 1.04(a) shall survive the termination of this Agreement under this Section.

2.02 **The Design-Build Agreement.**

(a) **Obligation to Enter into Design-Build Agreement.** Subject to the terms and conditions of this Agreement, the County shall enter into the Design-Build Agreement. Such Design-Build Agreement shall provide for the construction of the Cruise Terminal V Project in substantial conformity with the design criteria package. The Design-Build Agreement shall require the provision of all necessary or required architectural, design, engineering services, labor, materials, equipment, supplies, tools, transportation, utilities, installations, accounting, record-keeping and all other things and services necessary or required for the full performance and completion of the design, engineering, construction, start-up, and commissioning of the Cruise Terminal V Project including the attainment of all government approvals, licenses, and permits and shall provide for the design and construction of the Cruise Terminal V Project in a good and workmanlike manner of first class and comparable quality to new and recent terminals built at the Port that complies with all applicable requirements of federal, state, and local laws (including County ordinances, resolutions, or regulations) and deed restrictions governing the use of the Port.

(b) **Virgin Non-Party to Design-Build Agreement.** Virgin shall not be a party to the Design-Build Agreement, except that Virgin shall be (1) an intended third-party beneficiary of the Design-Build Agreement, provided that Virgin's status as a third-party beneficiary shall extend solely to warranties, audit rights, indemnities, and the duty of care to be exercised by the design professionals, and shall not entitle Virgin to demand changes to the contract(s) or otherwise invoke rights held by the contracting parties; (2) entitled to assert rights under the warranties provided by the County's contractors or their subcontractors; (3) an additional named insured under the insurance policies required under the Design-Build Agreement; and (4) an indemnified person for the purpose of the indemnification provisions provided under the Design-Build Agreement. The Design-Build Agreement shall provide that the design professionals or contractors contracted thereby shall have no recourse against Virgin with respect to any breaches or liabilities arising out of those agreements.

(c) **Restrictions on Use of Schematic Designs.** If the Design-Build Agreement is not executed due to termination of this Agreement at any time, the County agrees that it shall not utilize any of the schematic designs provided to it by Virgin in connection with the Cruise Terminal V Project; provided that this limitation on the County's ability to use said schematic designs shall be conditioned on Virgin fully and completely reimbursing the County for all expenses paid by the County to Virgin in accordance with Section 2.02(d)(4). Virgin's right to enforce this § 2.02(c) of this Agreement shall survive the termination of this Agreement.

(d) **Establishment of Project Budget.** The project budget, including contingencies and other costs, for the Design-Build Agreement is One Hundred Seventy-Nine Million Dollars ($179,000,000.00) (the "Project Budget").

(1) **Cost Overruns.** Any costs exceeding the Project Budget, excluding the cost of (i) County-Funded Improvements, (ii) Virgin Requested Changes, and (iii) costs for which the design-builder is liable under the Design-Build Agreement (e.g., costs resulting from the design-builder's errors or omissions or the errors and omissions of those working for or under the design-builder and its subcontractors), shall be deemed "Cost Overruns." If the Cruise Terminal V Project incurs Cost Overruns, except for Design-Builder or County-caused Cost Overruns, within seven (7) days of the Parties' receipt of written notification from the design-builder of a Cost Overrun, the Parties will confer on reductions to the scope, finishes, or materials of the Cruise Terminal V Project to reduce or eliminate the Cost Overruns. Any agreed-upon reductions to the Cruise Terminal V Project shall be implemented immediately through the mechanisms available for such reductions in the Design-Build Agreement. To the extent the Parties are unable to agree on reductions to the scope, finishes, or materials of the Cruise Terminal V Project that would eliminate the entirety of the Cost Overruns, then the County may unilaterally implement such reductions, and any remaining portion of the Cost Overruns shall be borne by County; provided, however, that any such unilateral decision by the County shall not result in a substantial deviation from the design intent incorporated in the design schematics.

(2) **Project Budget Savings.** To the extent the actual cost of the Cruise Terminal V Project (as determined by the actual costs incurred on the design, engineering, development, and construction of the Cruise Terminal V Project, including the curing of latent construction defects through the period ending four (4) years after the Final Completion Date) is less than One Hundred Fifty-Five Million Dollars ($155,000,000.00), then the Parties agree that the Capital Recovery Surcharge paid by Virgin during such time shall be reduced in accordance with the Capital Repayment Schedule attached hereto as Exhibit C (Footnote 4) and the County shall credit the difference between the amounts paid by Virgin for such four-year period against the amounts owed to County thereafter for the Capital Recovery Surcharge until such credit is exhausted in its entirety. Further, the reduced Capital Recovery Surcharge fee set forth in Exhibit C (Footnote 4) shall thereafter apply to Virgin for the duration of the Term.

(3) **Exclusions from Project Budget.** The Project Budget does not include up to Fifteen Million Two Hundred Thousand Dollars ($15,200,000.00) in expenditures that shall be borne by the County and not subject to reimbursement by Virgin under Section 2.06 of this Agreement (the "County-Funded Improvements"), and up to One Million Five Hundred Thousand Dollars ($1,500,000.00) in non-structural improvements to Cruise Terminals F or G in accordance with Section 3(a)(v) of the Existing Virgin Preferential Berthing Rights Agreement based on the list previously submitted by Virgin. A listing of the County-Funded Improvements, along with estimated values, not to exceed Fifteen Million Two Hundred Thousand Dollars ($15,200,000.00) in the aggregate, is attached hereto as Exhibit F.

(4) **Inclusions in Project Budget.** The Project Budget includes (i) a fifteen percent (15%) construction contingency; (ii) provision for fees and

other contingencies customarily included within County construction contracts such as dedicated allowances for permitting and compliance with the Art in Public Places Program; and (iii) Six Hundred and Seventy-Four Thousand Dollars ($674,000.00) to reimburse Virgin for expenditures incurred by Virgin in connection with the Cruise Terminal V Project before the Parties' entry into this Agreement, which amount shall be paid by County via wire transfer within thirty (30) days of the Effective Date.

(e) **Substantial and Final Completion Dates.** The Design-Build Agreement shall provide for Substantial Completion of the Cruise Terminal V Project not later than October 15, 2021 (the "Substantial Completion Date"), subject to extension as provided in Section 5(d)(3) below.

(1) "Substantial Completion" shall mean the time at which the Cruise Terminal V Project has progressed to the point where it is sufficiently complete, in accordance with the Design-Build Agreement, so that the terminal and berth can be utilized for the purposes for which it is intended. Substantial Completion shall be achieved and certified by the County, in consultation with Virgin (but without the requirement that Virgin concur in the County's certification of Substantial Completion), and the architect of record under the Design-Build Agreement when (a) the Cruise Terminal V Project has obtained the initial governmental approval necessary for the use (as intended) and occupancy of Cruise Terminal V by members of the public (i.e., a temporary certificate of occupancy) following the inspections of such improvements necessary to obtain that initial governmental approval; (b) all construction has been completed, to the extent and in the manner required by the Design-Build Agreement, excepting punch-list items; and (c) except in those areas designated by the Parties for the storage of the equipment and materials necessary for the completion of any punch-list items, Cruise Terminal V is free from all construction debris, rubbish, materials and equipment with all furnishings and fixtures in place, and all surfaces, flooring, windows cleaned and ready for use as intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the work shall refer to Substantial Completion thereof within the Design-Build Agreement.

(2) "Final Completion" shall mean when (a) Substantial Completion has occurred and all punch-list items have been completed; (b) all construction materials and equipment have been removed from the site and adjacent land or staging areas, if any; (c) all final certificates of occupancy have been issued; and (d) County has approved, with consultation with Virgin (but without the requirements that Virgin concur in the County's certification of Final Completion), and signed the final acceptance certificate as per the terms of the Design-Build Agreement. Within thirty (30) days of Final Completion, the County shall provide Virgin with written notice that is has attained the same and shall designate on said notice the Final Completion Date.

(3) The Design-Build Agreement shall provide the Substantial Completion Date, which may be extended where such extension is necessitated by (i) Force Majeure events (provided, however, that Section 1.04(a)(1)

through (3) and Section 1.06 shall apply); (ii) Virgin Requested Changes; or (iii) as otherwise mutually agreed by County, Design-Builder and Virgin).

(f) **Virgin's Right to Appoint a Project Monitor and Inspecting Engineer.** Virgin shall have a right pursuant to this Agreement, and the Design-Build Agreement shall authorize the participation of a "Virgin Project Monitor" and "Inspecting Engineer" who shall be a firm or individual appointed by Virgin to monitor the progress of the Cruise Terminal V Project on behalf of Virgin in accordance with the procedures set forth herein. Virgin shall be required to provide the County with the name and contact information (email and physical address) of the Virgin Project Monitor and Inspecting Engineer in writing and update as required.

(1) **Review of Design-Build Agreement.** The County shall keep Virgin timely advised and updated on the negotiations for the drafting of the Design-Build Agreement with the proposed contractor as selected by County and shall circulate the initial draft of the Design-Build Agreement to Virgin for review and comment during such negotiations and prior to execution of same by County. Virgin may participate in such negotiations and provide simultaneous comment on design items related to the Cruise Terminal V Project, provided that Virgin's right to participate in the negotiations of the Design-Build Agreement shall not be construed to require the County to incur additional costs in connection with the Design-Build Agreement unless such costs are treated as Virgin Requested Changes as provided in this Agreement. Before the commencement of negotiations, Virgin shall have ten (10) days to review the draft Design-Build Agreement and submit comments to the County for its review. The County and Virgin shall hold a progress meeting or meetings, as necessary, to discuss and review Virgin comments prior to submission to contractor representatives. The Design-Build Agreement, at a minimum, shall meet the requirements of this Section 2.02 of the Agreement and shall otherwise be consistent with the terms of this Agreement and shall be in the best interest of County, as owner, and Virgin, as the holder of preferential berthing rights at Cruise Terminal V, containing such terms and conditions as is customary of similar County construction contracts.

(2) **Plan Review.** Virgin shall have the right to review the construction plans prepared by the design-builder in accordance with the same review milestones set forth in the Design-Build Agreement, provided that Virgin's comments, if any, shall be provided to the County at least seventy-two (72) hours before the County's response to the plans is due to the design-builder under the Design-Build Agreement so that the County, as appropriate, may incorporate Virgin's comments into the County's comments, and the design-builder receives a single set of comments. Notwithstanding any review of the construction plans by Virgin, the Virgin Project Monitor or the Inspecting Engineer, the County shall at all times be responsible for the approval of the final construction plans.

(3) **Construction Monitoring and Project Timelines.** The Virgin Project Monitor shall have access to the site, construction documentation, project milestones and timelines, and shall be invited to attend and participate in

regularly scheduled meetings with design professionals and/or contractors responsible for the design and construction of the Cruise Terminal V Project; any input from the Virgin Project Monitor or Inspecting Engineer shall only be communicated to the County's project manager responsible for overseeing the implementation of the Cruise Terminal V Project. The Virgin Project Monitor shall be kept apprised of any change orders, delays, non-conforming work, site incidents and/or similar issues affecting the design or construction of the Cruise Terminal V Project. The Inspecting Engineer shall have the same rights of access and participation as the Virgin Project Monitor to review and inspect the Cruise Terminal V Project as they progress to confirm that the work is being undertaken in a timely manner and in accordance with the Design-Build Agreement and any construction schedule that is a part thereof. The Virgin Project Monitor and Inspecting Engineer shall be provided with the schedule of work with appropriate milestones and goals, which schedule shall be reviewed as required during each progress meeting; any known area of delay or known missed targets will be identified and, without requiring the expenditure of additional funds, corrective action will be implemented. The Virgin Project Monitor and Inspecting Engineer shall be consulted in connection with the County's certification of Substantial Completion and Final Completion, provided that the Virgin Project Monitor and Inspecting Engineer shall only serve in an advisory capacity with respect to such matters, and the decision to certify Substantial Completion and Final Completion rests entirely with the County. Notwithstanding the foregoing, the Virgin Project Monitor and Inspecting Engineer shall not have the right to interfere with the progress of the design or construction of the Cruise Terminal V Project or to make any contractual demands under the Design-Build Agreement. The Virgin Project Monitor and Inspecting Engineer shall be hired at Virgin's sole expense.

2.03 **Virgin's Right to Request Changes.** Virgin shall be entitled to request changes to the construction of the Cruise Terminal V Project that is the subject of the Design-Build Agreement (the "Virgin Requested Changes"). Virgin shall initiate any desired Virgin Requested Change in writing addressed to the County which shall set forth: (a) a description of the proposed changes including provisions for any and all architecture and engineering changes; (b) an estimate of the costs anticipated for such proposed Virgin Requested Changes, including all direct and indirect cost of architecture, engineering, and construction costs which may result from such proposed change and where applicable the cost of any necessary project acceleration; (c) a statement of how Virgin proposes to defray such costs and any and all conditions attendant to the same; (d) a time impact analysis showing the impact of the Virgin Requested Changes on the critical path of the Cruise Terminal V Project, any and all required acceleration.

The County shall adopt the Virgin Requested Changes if the County determines in the exercise of its sole discretion that the proposed changes: (x) will not cause the costs to the Cruise Terminal V Project to exceed the amount of One Hundred Seventy-Nine Million Dollars ($179,000,000.00), or otherwise, that Virgin has made adequate provisions for the payment of such excess costs; (y) will not cause a delay to the critical path of the Cruise Terminal V Project that will cause the Cruise Terminal V Project to be completed beyond the Substantial Completion Date or, if the Virgin

Requested Change will cause a delay in the Substantial Completion Date, that the Substantial Completion Date will be adjusted accordingly as mutually agreed by the Parties; (z) will not create adverse impacts to the County's operation and governance of the Port. The County, in its sole and absolute discretion, may precondition approval of any Virgin Requested Changes on Virgin's prepayment of the costs associated with said changes with sixty (60) days of the County's written demand or an agreed upon adjustment to the Capital Recovery Surcharge and corresponding Virgin Capital Repayment Schedule. Virgin shall not be obligated to pay for a Virgin Requested Change if the total cost of the Cruise Terminal V Project does not exceed the amount of One Hundred Seventy-Nine Million Dollars ($179,000,000.00) upon completion. In the event that the County approves a Virgin Requested Change without demanding payment from Virgin and the amount of One Hundred Seventy-Nine Million Dollars ($179,000,000.00) for the Cruise Terminal V Project is later exceeded, Virgin agrees to reimburse the County for any such excess amounts up to the amount of the cost(s) of the Virgin Requested Change(s) within sixty (60) days of invoicing from the County or an agreed upon adjustment to the Capital Recovery Surcharge and corresponding Virgin Capital Repayment Schedule.

2.04 **No Damages for Delay.** To the extent the Cruise Terminal V Project fails to achieve Substantial Completion on or before the Substantial Completion Date, Virgin shall not be entitled to seek damages from the County (regardless of how such damages may be characterized), provided that Virgin shall have any remedies available to it as set forth in Article I of this Agreement.

2.05 **County's Obligations Under the Design-Build Agreement.** The County shall act with due diligence in the enforcement of the Design-Build Agreement including issuing timely notice to Design-Builder of any required notice under the Design Build Agreement and enforcement of any liquidated damages provision contained therein and shall always act as a prudent owner of the Cruise Terminal V Project.

2.06 **Virgin's Capital Reimbursement Obligation.**

(a) **Repayment of Virgin Contribution.** Virgin shall be obligated to reimburse the County in accordance with the Virgin Capital Repayment Schedule attached hereto as Exhibit C, which shall reflect a Repayment Period of thirty (30) years. The principal amount, as may be increased or decreased as elsewhere provided in this Agreement, plus financing costs and interest as reflected in the Virgin Capital Repayment Schedule shall constitute the "Virgin Contribution." Absent a Virgin default causing acceleration, the Virgin Contribution payment obligations to the County shall be computed on an annualized basis (based on the County's fiscal year) by multiplying the Capital Recovery Surcharge of Eight Dollars and Seventy Cents ($8.70) per passenger movement by the greater of (i) Capital Recovery Surcharge Minimum Annual Guarantee of Five Hundred Fifty Four Thousand (554,000) passenger movements per fiscal year for thirty (30) years or (ii) Virgin's actual total passenger movements in that fiscal year at the Port. Except as may be otherwise provided herein, Virgin's obligation to pay the County the entire Virgin Contribution

shall not be subject to reductions, offsets, or credits, based on the unavailability, sufficiency, or amount of any passenger surcharges or fees imposed or collected by Virgin. Except as may be otherwise provided herein, Virgin's obligation to pay County the entire Virgin Contribution shall survive the expiration or early termination of this Agreement.

(b) **Repayment Period for Virgin Contribution.** Unless otherwise provided in this Agreement, Virgin's obligation to pay the Virgin Contribution in accordance with the Virgin Capital Repayment Schedule shall be through a Capital Recovery Surcharge as provided in Exhibit C and shall apply to the passenger movement count at Cruise Terminal V commencing on the date of Virgin's first revenue cruise at Cruise Terminal V (the "Repayment Commencement Date"), and continue for a period thirty (30) years from the Repayment Commencement Date, unless the Virgin Contribution is sooner paid in full (the "Repayment Period"). At such time as the Virgin Contribution amount has been paid in full (as per Exhibit C or sooner as a result of accelerated payments hereunder, savings, and/or reductions in the Virgin Contribution amount), Virgin's obligation to pay the Capital Recovery Surcharge shall terminate. Virgin may pre-pay the outstanding principal balance of the Virgin Contribution amount at any time during the Term, without penalty. If for any reason, Virgin pays amounts in excess of those required under Exhibit C, the County shall refund such excess payments at the request of Virgin within thirty (30) days thereof.

(c) **Annual Virgin Capital Repayment Reconciliation.** Within sixty (60) calendar days following the end of each Fiscal Year, the County shall calculate the total Capital Recovery Surcharge paid by Virgin for such Fiscal Year based on the passenger manifests submitted by Virgin, and shall send a written notice (the "Capital Recovery Surcharge Differential Notice") to Virgin setting forth the difference (positive or negative) between the total Capital Recovery Surcharge paid and the Capital Recovery Surcharge Minimum Annual Guarantee for such Fiscal Year (the "Capital Recovery Surcharge Differential"). If the Differential for any Fiscal Year is a negative amount (a "Capital Recovery Surcharge Shortfall Amount") or a positive amount (a "Capital Recovery Surcharge Surplus Amount"), the Capital Recovery Surcharge Differential Notice shall confirm the Capital Recovery Surcharge Shortfall Amount or Capital Recovery Surcharge Surplus Amount to Virgin. As used throughout this Agreement, the term "Fiscal Year" shall mean each 12-month period from October 1 to September 30.

(1) **Shortfall.** Subject to the terms below, if the Capital Recovery Surcharge Differential Notice for a Fiscal Year reflects a Capital Recovery Surcharge Shortfall Amount, Virgin shall have the right to pay the Capital Recovery Surcharge Shortfall Amount within the two subsequent Fiscal Years following receipt of such notice the Capital Recovery Surcharge Shortfall Amount, subject to Virgin's right to apply any amount of credits to said shortfall from the Capital Recovery Surcharge Reconciliation Account (defined below) as hereinafter provided.

(2) **Capital Recovery Surcharge Surplus Amount; Creation of Account.** If the Capital Recovery Surcharge Differential for any Fiscal Year (including the first Fiscal Year) is a Capital Recovery Surcharge Surplus Amount, then no shortfall payment shall be due from Virgin for such Fiscal Year and the County shall allocate the Capital Recovery Surcharge Surplus Amount to an account (the "Capital Recovery Surcharge Reconciliation Account") held by County to be used solely for the purposes described herein and there shall be no limitation on the Amount of Capital Recovery Surcharge Surplus Amounts that may be accumulated and applied by Virgin.

(3) **Use of Capital Recovery Surcharge Surplus Amount Credits.** As set forth in this paragraph, any Capital Recovery Surcharge Surplus Amount credits accumulated pursuant to § 2.06(c)(2), may be utilized to cover any Capital Recovery Surcharge Shortfall Amount reflected in a Capital Recovery Surcharge Differential Notice. Capital Recovery Surcharge Surplus Amount credits may be used prospectively to cover Capital Recovery Surcharge Shortfall Amounts in future Fiscal Years, provided that any given Capital Recovery Surcharge Surplus Amount credit may only be used to the extent it has been earned within the preceding two (2) Fiscal Years; alternatively, Capital Recovery Surcharge Surplus Amount credits may be used retrospectively to cover Capital Recovery Surcharge Shortfall Amounts in past Fiscal Years, provided that Capital Recovery Surcharge Surplus Amount credits may only be used to cover Capital Recovery Surcharge Shortfall Amounts in the preceding two (2) Fiscal Years.

(4) **Expiration of Capital Recovery Surcharge Surplus Amount Credits.** Any given Capital Recovery Surcharge Surplus Amount credit earned more than two (2) Fiscal Years before the beginning of a new Fiscal Year shall be removed from the Capital Recovery Surcharge Reconciliation Account and applied towards the payment of the Virgin Contribution, with such pre-payment deemed made on the date said amount is released from the Capital Recovery Surcharge Reconciliation Account and applied to defease the Virgin Contribution in the same manner set forth in § 2.06(d).

(5) **One-Time Option to Close Account; Unused Credits.** Virgin shall have a one-time option to send written notice to the County of its election to monetize via a wire transfer payment to Virgin of any Capital Recovery Surcharge Surplus Amount credits in the Capital Recovery Surcharge Reconciliation Account at the then-effective Capital Recovery Surcharge, whereupon the County shall close the Capital Recovery Surcharge Reconciliation Account and Virgin shall no longer have the right to accrue Surpluses to offset Capital Recovery Surcharge Shortfall Amounts in accordance with this Section. Any unused Capital Recovery Surcharge Surplus Amount credits in the Capital Recovery Surcharge Reconciliation Account at the conclusion of the Term shall inure to the benefit of the County.

(6) **Payment of Capital Recovery Surcharge Shortfall Amount as Exclusive Remedy; Limitation on Use of Credits.** Notwithstanding anything to the contrary herein, the payment by Virgin to the County of the Capital

Recovery Surcharge Shortfall Amount as to any Fiscal Year shall represent the sole and exclusive liability of Virgin for failing to reach the Capital Recovery Surcharge Minimum Annual Guarantee for such Fiscal Year and the fact that there exists a Capital Recovery Surcharge Shortfall Amount shall not, in itself, constitute an event of default under the Agreement.

(d) **Credit for Third-Party Use of Cruise Terminal V.** To the extent Cruise Terminal V is used by any third-party cruise lines during the Repayment Period, then fifty percent (50%) of the Third Party Net Revenues earned by the Port for such third-party use of Cruise Terminal V shall be treated as a pre-payment by Virgin of the Virgin Contribution. Such Third Party Net Revenues shall be applied to the Capital Recovery Surcharge payments due in the last year of the Repayment Period until all such payments are defeased (i.e., or paid in full) and shall subsequently be applied towards the Capital Recovery Surcharge payments due in the penultimate year of the Repayment Period, proceeding in such fashion until the Capital Recovery Surcharge payments due in all years of the Repayment Period are defeased. "Third Party Net Revenues" shall be the net revenues resulting from the deduction of per call cost averages (for port security, housekeeping, maintenance, electric, and water costs (excluding water taken on by vessels) commencing at $19,280.00 in FY2020 and escalated at 3% per annum) from gross passenger revenues consisting of wharfage and dockages fees, harbor fees and any other charges collected by the County via its tariff.

(e) **Acceleration Upon Default.** Unless excused elsewhere in the Agreement, upon Virgin's failure to pay the Virgin Contribution in the manner required under this Agreement, and upon the County's giving of at least sixty (60) days' written notice and opportunity to cure to Virgin, in addition to any other remedies available to the County at law or in equity (including termination of this Agreement), Virgin's payment default, at County's election, shall render the Virgin Contribution immediately due and payable, notwithstanding the schedule established in the Virgin Capital Repayment Schedule.

(f) **Manner of Invoicing.** The County shall invoice Virgin for payment of the Virgin Contribution on a per vessel call basis, and Virgin shall pay the County for same within thirty (30) calendar days of receipt of the County's invoice in accordance with the sample invoice attached hereto as Exhibit E.

(g) **Alternate Method of Repayment.** If for any reason Virgin's repayment of the Virgin Contribution cannot occur through the imposition of a Capital Recovery Surcharge, then Virgin shall be obligated to repay the Virgin Contribution through any other means reasonably acceptable to the County that would result in the payment of the Virgin Contribution within the same time frame, or sooner (if agreed by the Parties), than the payment of the Virgin Contribution would be made under Exhibit C; provided, however, that any plan created under the foregoing circumstance shall require periodic payments to the County in an amount that is at least equal to the amounts set forth in Exhibit C or such lower amount as agreed by the Parties in the event of a refinancing on mutually agreeable terms. The foregoing shall not be construed to limit the County's right to accelerate Virgin's obligation to pay the Virgin

Contribution in accordance with Section 2.06(e) of this Agreement in the event of a default.

(h) **Survival of Obligation to Pay the Virgin Contribution.** Except as may otherwise be provided in this Agreement, Virgin's obligation to pay the Virgin Contribution shall be absolute and unequivocal and shall survive the termination of this Agreement for any reason.

ARTICLE III
Terminal Use and Payments

3.01 **Terminal Use.** Effective on the date on which the Initial Term commences, as to Cruise Terminal V, the County hereby grants to Virgin first priority right and preference to Virgin Vessels over any other ship requesting berthing rights as set forth herein ("Preferential Berthing Rights"). The Preferential Berthing Rights herein conferred to Virgin shall be limited to Virgin Vessels which shall be those vessels sailing now or in the future under Virgin brands (or any brands of a successor entity). The Preferential Berthing Rights granted herein are not exclusive berthing rights and are subject to § 3.01(e) of this Agreement.

(a) **Berth Schedule.** Virgin's Preferential Berthing Rights shall exist for all seven days of the week, fifty-two weeks a year, during the Term of this Agreement. Virgin shall prepare and submit to the County Virgin's initial Berth Schedule at least twelve (12) months before the Substantial Completion Date (the "Berth Schedule"). This initial Berth Schedule shall set forth the dates and times on which Virgin intends to utilize Cruise Terminal V pursuant to the Preferential Berthing Rights granted herein over the initial period of six (6) months. The County shall not change or amend such Berth Schedule submitted by Virgin to the extent such submission is in accordance with the terms of this Agreement and its Preferential Berthing Rights herein.

(b) **Updates and Revisions to Berth Schedule.** Except as set forth in Section 3.01(a) above, during the Term, Virgin shall provide Berth Schedule(s) to the Port Director or his designee no later than sixteen (16) months prior to the commencement of the 6-month cruise period covered by the then current Berth Schedule. Virgin shall notify the County, in writing, of any changes or amendments to the Berth Schedule not less than twelve (12) months prior to the earliest date affected by the change to such schedule. Virgin's changes or amendments to the Berth Schedule shall be accepted by County as long as such changes or amendments do not create a conflict between Virgin's use of Cruise Terminal V and any third-party cruise line's use of Cruise Terminal V pursuant to a berth schedule approved by County (and made in accordance with this Agreement) before Virgin's requested change or amendment. By way of example, if Virgin were to provide the Port with a Berthing Schedule for a 6-month period running from May 1, 2021 through November 1, 2021, Virgin would be required to provide the Berthing Schedule to the County no later than January 1, 2020 and would need to submit any revisions to the submitted Berthing Schedule no later than May 1, 2020. The Parties acknowledge that it is in the best interest of the

cruise lines and the Port to work together cooperatively concerning scheduling to maximize the use of the Port's cruise terminal(s).

(c) **Exclusive Rights During Dates/Time in Berth Schedule.** During the dates and times set forth in the Berth Schedule then in effect, the County covenants and agrees that Virgin and its subsidiaries, divisions, and affiliates shall have the exclusive right to utilize Cruise Terminal V (including all office, public areas, storage and other interior spaces and facilities therein, other than those offices, public areas, storage and other interior spaces and facilities therein that the County has designated for its own use), for the berthing and related operations of Virgin Vessels, for the embarkation and disembarkation of passengers, and for other Virgin Vessel related events such as inaugural sailings, travel agent, sales and employee receptions, cruises to nowhere, and other promotional events associated with the marketing of Virgin Vessels, Virgin, or the Port so long as the events are reflected in the Berth Schedule or so long as County is provided with notice of said promotional events sixty (60) days prior to the date of the events and no conflict on the Berthing Schedule exists.

(d) **Virgin's Use of Cruise Terminal V.** Subject to County's reasonable rules and regulations applicable to all cruise line operators at the Port, and the berthing schedules then in effect, Virgin shall have in connection with its rights as set forth in this Agreement: (a) the right of ingress and egress to and from Cruise Terminal V and related Port facilities, as applicable, for its officers, directors, cruise agents, employees, contractors and passengers; (b) the right to embark and disembark passengers, and to bunker, load, store and moor Virgin Vessels at said berth, (c) the right to use all passenger facilities located at such berths, including the use of passenger waiting rooms, comfort, and washroom facilities, and the United States Customs and Border Protection and/or federal inspection site (F.I.S. facility) used in connection with the embarking and debarking of passengers and their luggage, during such times and durations as its vessels are at the Port; and (d) the right to place signage in the Cruise Terminal V in accordance with this Agreement; provided, however, that if such signage contains the Virgin logo or is Virgin branded and, is in the interior of Cruise Terminal V, then such signage shall be easily able to be covered.

(e) **Third Party Use of Cruise Terminal V.** Subject to Virgin's Preferential Berthing Rights herein, when Cruise Terminal V is not otherwise being used by Virgin pursuant to the Berth Schedule, the County shall have the right to allow other vessels to use Cruise Terminal V at any time during the cruise period covered by the then-current and applicable Berth Schedule submitted by Virgin under subsections (a) and (b) above, but not beyond such cruise period, provided such use does not unreasonably interfere with Virgin's right to use Cruise Terminal V pursuant to the then-current Berth Schedule. For any such use, Virgin shall be credited in accordance with § 2.06(d) of this Agreement.

(f) **Virgin's Use of Office Space Within Cruise Terminal V.** Unless the Parties mutually agree not to build office space within Cruise Terminal V, the County shall designate office space within Cruise Terminal V and up to twelve (12) parking spaces in reasonable proximity to Cruise Terminal V for Virgin's exclusive

use, including on days on which Virgin Vessels are not embarking or disembarking passengers at Cruise Terminal V. The County shall have discretion as to which office areas are designated for Virgin's exclusive use after consultation with Virgin, the Parties agreeing and understanding that sufficient non-exclusive office space as reasonably determined by the County, after considering Virgin's input and operational needs, shall remain available for use on cruise days, including by third-party users of Cruise Terminal V. Virgin shall not be required to pay additional rent for the use of the exclusive office area and parking provided herein, but Virgin shall be responsible for reimbursing the County the additional costs of housekeeping incurred as a result of Virgin's use of its exclusive office space within Cruise Terminal V on non-cruise days. Virgin's right to use such office areas shall be coextensive with the Term of this Agreement, such that Virgin's right to use said office areas will expire simultaneously with the expiration or earlier termination of this Agreement. As with the remainder of Cruise Terminal V, it is understood and agreed that Virgin shall have no leasehold interest in any office areas designated by the County under this Section.

(g) **Sustainability Initiatives.** The County supports Virgin Voyages ambition to obtain LEED Gold certification or similar for Cruise Terminal V. As such, the County agrees to explore opportunities with Virgin to conduct maintenance and repair service in accordance with LEED requirements, such as providing recycling services for the terminal, replacing equipment with energy and water efficient fixtures, using no- or low-VOC paint. The foregoing shall not obligate to expend County funds in excess of its customary maintenance obligations associated with other cruise terminals at the Port.

Furthermore, the County acknowledges that environmental sustainability and social responsibility are important to the Virgin brand and are considerations for making business decisions. Without undertaking the obligation to expend County funds in connection therewith, the County agrees to engage with Virgin on these topics, explore continuous improvement projects throughout the duration of the contract, and pursue solutions that may result in long-term financial and reputational value for both parties. Such projects may include: the implementation of on-site renewable energy, such as solar power; electric-vehicle charging stations and preferred parking; cold ironing/shoreside power capabilities; access to alternative fuel sources; battery storage; carbon offsets; third party certifications.

The County also agrees to support Virgin Voyages pursuit to protect the ocean and will not allow potential retailers within Terminal V to sell single-use plastic items and or sunscreen containing oxybenzone when Virgin Voyages is conducting operations.

3.02 **Port Fees.**

(a) **Wharfage.** Notwithstanding and prevailing over any other provision to the contrary in the Tariff, the Passenger Wharfage rate for FY 2020/21 charged by the County to Virgin shall be $13.12 per each passenger embarkation and

an additional $13.12 per each passenger debarkation. Commencing October 1, 2021, and on the same day of every year thereafter, the County shall increase the Wharfage Virgin is charged pursuant to this Section 3.02(a) in an amount equal to any percentage increase of the Wharfage otherwise charged to cruise lines and Port users in general; provided, however, no such increase shall be in excess of three percent (3%) per annum of the then existing rate chargeable to Virgin; and provided, further, rates shall not be increased more than one time in each twelve month period.

(b) **Dockage.** Notwithstanding and prevailing over any other provision to the contrary in the Tariff, the Dockage rate for FY 2020/21 charged by the County to Virgin shall be $0.40 per gross registered ton. Commencing October 1, 2021, and on the same day of every year thereafter, the County shall increase the Dockage Virgin is charged pursuant to this Section 3.02(b) in an amount equal to any percentage increase of the Dockage otherwise charged to cruise lines and Port users in general; provided, however, no such increase shall be in excess of three percent (3%) per annum of the then existing rate chargeable to Virgin; and provided, further, rates shall not be increased more than one time in each twelve month period.

(c) **Harbor Fees and Other Tariff Items.** Harbor Fees due from Virgin to the County (on a per vessel call basis) shall be those set forth in the Tariff. Other than the Dockage and Wharfage rate, all other applicable port fees due to the County from Virgin Vessels shall be as per the Tariff in effect at the time liability for the charge accrues.

(d) **Port Fees Additional to Capital Recovery Surcharge and Payment of Virgin Contribution.** Payment of Port Fees required under this Section 3.02, including any increases of such Port Fees shall be in addition to, and not in derogation of, the obligation of Virgin to fully and timely pay the County the Virgin Contribution required in this Agreement.

3.03 **Virgin Minimum Annual Guarantee.**

(a) **Minimum Annual Guarantee and Payments.** Virgin commits and guarantees to the County for each Fiscal Year of the Term Four Hundred Ninety-Eight Thousand Six Hundred (498,600) passenger movements on Virgin Vessels, which total passenger movement amount shall be comprised of the aggregate amount of Virgin passengers embarking and disembarking from Virgin Vessels during a Fiscal Year in the Term (the "Virgin Minimum Annual Passenger Guarantee"), specifically excluding from this guarantee any passenger movements that may result from embarkation and disembarkation from any other third-party vessels. In addition to its obligation to pay the Virgin Contribution in accordance with Section 2.06 of this Agreement, Virgin shall be obligated to pay the Virgin Minimum Annual Guarantee Payment, which shall be the product of Wharfage and the Virgin Minimum Annual Passenger Guarantee. For the avoidance of doubt, no wharfage payments or payments of any other sums owed by Virgin in connection with this Agreement shall apply to passengers or passenger movements by non-revenue passengers or personnel that may board the Virgin Vessels from time to time.

(b) **Establishment of Minimum Annual Passenger Guarantee Reconciliation Account.** Within sixty (60) calendar days following the end of each Fiscal Year, the County shall calculate the total payments paid by Virgin under Section 3.03(a) for such Fiscal Year based on the passenger manifests submitted by Virgin, and shall send a written notice (the "Minimum Annual Passenger Guarantee Differential Notice") to Virgin setting forth the difference (positive or negative) between the total payments paid under Section 3.03(a) and the Virgin Minimum Annual Guarantee Payment due for such Fiscal Year (the "Passenger Guarantee Differential"). If the Passenger Guarantee Differential for any Fiscal Year is a negative amount (a "Passenger Guarantee Shortfall Amount") or a positive amount (a "Passenger Guarantee Surplus Amount"), the Minimum Annual Passenger Guarantee Differential Notice shall confirm the Passenger Guarantee Shortfall Amount or Passenger Guarantee Surplus Amount to Virgin.

(1) **Shortfall.** Subject to the terms below, if the Minimum Annual Passenger Guarantee Differential Notice for a Fiscal Year reflects a Passenger Guarantee Shortfall Amount, Virgin shall pay to County, within the two subsequent Fiscal Years following receipt of such notice the Passenger Guarantee Shortfall Amount, subject to Virgin's right to apply any amount of credits to such shortfall from the Minimum Annual Passenger Guarantee Reconciliation Account (defined below) as hereinafter provided.

(2) **Passenger Guarantee Surplus Amount; Creation of Account.** If the Passenger Guarantee Differential for any Fiscal Year (including the first Fiscal Year) is a Passenger Guarantee Surplus Amount, then no shortfall payment shall be due from Virgin for such Fiscal Year and the County shall allocate the Passenger Guarantee Surplus Amount to an account (the "Minimum Annual Passenger Guarantee Reconciliation Account') held by County to be used solely for the purposes described herein, provided that the amount of passenger surplus movements that Virgin may accrue at one time is limited to One Hundred Thousand (100,000) passenger moves.

(3) **Use of Passenger Guarantee Surplus Amount Credits.** As set forth in this paragraph, any Passenger Guarantee Surplus Amount credits accumulated pursuant to § 3.03(b)(2), may be utilized to cover any Passenger Guarantee Shortfall Amount reflected in a Minimum Annual Passenger Guarantee Differential Notice. Passenger Guarantee Surplus Amount credits may be used prospectively to cover Passenger Guarantee Shortfall Amounts in future Fiscal Years, provided that any given Passenger Guarantee Surplus Amount credit may only be used to the extent it has been earned within the preceding two (2) Fiscal Years; alternatively, Passenger Guarantee Surplus Amount credits may be used retrospectively to cover Passenger Guarantee Shortfall Amounts in past Fiscal Years, provided that Passenger Guarantee Surplus Amount credits may only be used to cover Passenger Guarantee Shortfall Amounts in the preceding two (2) Fiscal Years.

(4) **Expiration of Passenger Guarantee Surplus Amount Credits.** Any given Passenger Guarantee Surplus Amount credit earned more than

two (2) Fiscal Years before the beginning of a new Fiscal Year shall be removed from the Minimum Annual Passenger Guarantee Reconciliation Account and applied towards the payment of the Virgin Contribution, with such pre-payment deemed made on the date said amount is released from the Minimum Annual Passenger Guarantee Reconciliation Account and applied to defease the Virgin Contribution in the same manner set forth in § 2.06(d).

(5) **One-Time Option to Close Account; Unused Credits.** Virgin shall have a one-time option to send written notice to the County of its election to monetize via a wire transfer payment to Virgin of any Passenger Guarantee Surplus Amount credits in the Minimum Annual Passenger Guarantee Reconciliation Account at the then-effective Wharfage, whereupon the County shall close the Minimum Annual Passenger Guarantee Reconciliation Account and Virgin shall no longer have the right to accrue Surpluses to offset Passenger Guarantee Shortfall Amounts in accordance with this Section. Any unused Surplus credits in the Minimum Annual Passenger Guarantee Reconciliation Account at the conclusion of the Term shall inure to the benefit of the County.

(6) **Payment of Passenger Guarantee Shortfall Amount as Exclusive Remedy; Limitation on Use of Credits.** Notwithstanding anything to the contrary herein, the payment by Virgin to the County of the Passenger Guarantee Shortfall Amount as to any Fiscal Year shall represent the sole and exclusive liability of Virgin for failing to reach the Virgin Minimum Annual Passenger Guarantee for such Fiscal Year and the fact that there exists a Passenger Guarantee Shortfall Amount shall not, in itself, constitute an event of default under the Agreement.

3.04 **Incentives.** Provided that Virgin is not in default of this Agreement, the County agrees to pay the incentives set forth in this Section of the Agreement.

(a) **Parking Incentive.** Commencing with the first call of a Virgin Vessel at Cruise Terminal V, the County will pay to Virgin a parking incentive to be dedicated to the promotion of cruises from the Port based on the parking revenue collected by the County for those vehicles that park at any County-owned and operated parking lots or garages at the Port for the term of this Agreement ("Parking Revenues"). Parking Revenues shall exclude any fees or surcharges imposed on vehicle parking that are additional to or separately listed from the base parking fee established in the Port Tariff. The parking incentive shall be determined based on the proportion of Virgin embarkations to total embarkations at the Port, excluding embarkations at terminals that are not owned or operated by the County. In addition, embarkations associated with non-revenue cruises, ferry services, cruises lasting fewer than twenty-four (24) hours, and port-of-call vessels shall not be included in the calculation relating to the vehicle parking revenue collected by the Port from cruise passengers. As an example, if Virgin's embarkations are ten percent (10%) of the Port's total embarkations at County owned or operated cruise terminals, then Virgin will receive ten percent (10%) of Parking Revenues. The Port shall remit Parking Revenues to Virgin within sixty (60) days of the close of each fiscal quarter of the Fiscal Year. Given existing and ongoing changes in transportation preferences (e.g., the rising

prevalence of ride-sharing services) and development/construction at the Port (including alternate parking arrangements with the Port's cruise partners, such as tenant-owned garages), the County makes no representations or warranties as to the future price of parking at the Port, revenue expectations, or the amount of parking available at the Port which generates Parking Revenues as defined herein.

(b) **Annual Marketing Incentive.** Commencing with the first call of a Virgin Vessel at Cruise Terminal V, the County shall pay Virgin an Annual Marketing Incentive calculated on the basis of two percent (2%) of the Wharfage paid by Virgin in each Fiscal Year of the Term. The County shall pay Virgin the incentives due under this subsection within sixty (60) days of the end of each Fiscal Year. At Virgin's election, the Annual Marketing Incentive payable under this Section may be paid by the County through wire transfer or, alternatively, upon the giving of written notice to the County, said Annual Marketing Incentive may be retained by the County and treated as prepayment of the Virgin Contribution and applied in the same manner as Surplus under § 2.06(d).

(c) **Supplemental Marketing Incentive.** Commencing with the first call of a Virgin Vessel at Cruise Terminal V, the County shall pay a Supplemental Marketing Incentive calculated on the basis of eight percent (8%) of the Wharfage paid by Virgin in each Fiscal Year of the Term. The County shall pay Virgin the incentives due under this subsection within sixty (60) days of the end of each Fiscal Year. At Virgin's election, the Supplemental Marketing Incentive payable under this Section may be paid by the County through wire transfer or, alternatively, upon the giving of written notice to the County, said Supplemental Marketing Incentive may be retained by the County and treated as prepayment of the Virgin Contribution and applied in the same manner as Surplus under § 2.06(d).

3.05 **Port Bond Obligations.** Notwithstanding and prevailing over any other provision of this Agreement, the County reserves the right to increase the rates contained in this Agreement herein at a percentage increase no greater than that applied to other multiple-night cruise line operators (excluding any operators that have the contractual or other authority to set their own terminal dockage and/or passenger wharfage rates) and that does not exceed an overall increase in costs to Virgin (due to such rate increases) of One Million One Hundred Thousand Dollars ($1,100,000.00) per annum (which sum represents 22.16% of $5,000,000.00), upon a reasonable determination by the County's independent financial advisor (as instructed in Miami Dade County Ordinance No. 88-66) that Port revenues in the aggregate will not be sufficient to meet the rate covenant and/or additional bonds tests on all outstanding Seaport bonds obligations or any bond coverage requirements contained therein. The County shall give Virgin thirty (30) days' written notice of its intent to increase the rates pursuant to this provision of the Agreement, and shall make reasonable efforts, within the limitations of the applicable bond documents, to provide Virgin more than thirty (30) days' notice. Virgin shall have the right to terminate this Agreement without any further liability under this Agreement by written notice to the County within thirty (30) days of the date of such notice. If Virgin does not terminate this Agreement within

the thirty (30) day period, the increased rates shall become effective immediately and Virgin shall have no other recourse with respect to such increase.

3.06 **Terminal Advertising and Promotion.** The County shall have the right to reasonably advertise or promote in the interior and exterior of Cruise Terminal V, at no charge by Virgin to the County (i) any County facilities, parks, attractions, or special events and (ii) any tourism attractions, facilities, or sites, or special events that are located, or to be held, within Miami-Dade County, both subject only to Virgin's prior reasonable approval with regard to the number, size, and location of such promotions and advertisements, but only when such advertisements and promotions are proposed for the interior of the Cruise Terminal V, the entrance thereto, or exits therefrom and provided further that such approval may not be unreasonably withheld, conditioned, or delayed, and provided that such promotions and advertisements do not include or directly promote or advertise any cruise vessel operation other than Virgin. Notwithstanding the foregoing, the Parties expressly agree that any preexisting port-wide or County-wide agreements for advertising in County facilities, which shall be produced for inspection upon Virgin's request, shall not be subject to the restrictions contained herein and, except as to the location, size, and number of said advertisements in the interior of Cruise Terminal V, shall not require the prior approval or consent of Virgin before their installation. The County's right to advertise within Cruise Terminal V under this Section shall mean that at least ten percent (10%) of the advertising material (including digital and print) within Cruise Terminal V shall be for public service announcements and an additional ten (10%) shall be for the County advertisements and promotions; provided, however that the design costs of such public advertising materials, public service announcements and promotions shall be borne solely by the County and the print costs for such advertisements, if any, shall be borne by Virgin. The content, timing, and placement of public service announcements and advertisements under this Section shall be determined by the County in its reasonable discretion.

(a) **Marketing Partnership.** Provided that Virgin shall not be permitted to directly promote or advertise its own cruise vessel operations while Cruise Terminal V is in use by a third-party cruise line, Virgin shall have the following interior-of-cruise terminal advertising rights in Cruise Terminal V upon its Substantial Completion, all in accordance with the following terms, restrictions, and conditions. Virgin agrees that it shall allow third-party cruise lines to purchase advertising at reasonable prices and quantities within Cruise Terminal V on the dates wherein said third-party cruise lines may berth at Cruise Terminal V. The foregoing shall not be construed as obligating Virgin to in any way produce advertising and marketing materials for any such third-party cruise lines.

(1) **Selection of Advertising Firm.** Virgin shall have the option to self-perform or competitively select an experienced advertising services provider or broker in compliance with Applicable Law and County Administrative and Implementing Orders, including, without limitation, County Implementing Order 8-9, and Virgin's advertising service contract with the third-party vendor shall comply with all applicable County requirements and be in a form approved in advance by the

County. Any firm selected by Virgin to perform this function shall be eligible to contract with the County (e.g., such firm shall not be a debarred vendor or on the County's delinquent vendor list).

(2) **No County Liability on Advertising Contract.** The County shall have no duty or responsibility to pay for any portion of the procured vendors fees, costs, overhead, or charges of any kind.

(3) **Terminal Enhancements to Support Advertising.** To the extent any terminal enhancements, modifications, and/or equipment of any kind are needed to support or facilitate interior terminal advertising (the "Terminal Advertising Improvements"), the County shall be required to approve same in its reasonable discretion, provided all costs of procuring, installing, removing, operating, servicing, and maintaining the Terminal Advertising Improvements shall be paid by Virgin or its advertising vendor, and no portion of said costs shall be borne by the County.

(4) **Port Director's Approval Rights.** The Port Director or designee shall have approval rights over the number, type, size, configuration, content, and frequency of ads, provided that the following content and practices are not allowed: advertising of a cruise line other than a line currently using the subject terminal; preferential rates offered to one or more lines that are not available to others or all on the same or substantially similar terms; and any other content, ads, or signs prohibited by Applicable Law (except to the extent as may be waived in this instance by a duly adopted and effective resolution of the County Board).

(5) **Insurance Requirement.** Virgin shall require its advertising vendor to procure policies of insurance of the types, in amounts, and per conditions and requirements to be determined by Miami-Dade County Risk Management and said policies shall include Miami-Dade as additional insureds.

(6) **Term.** If Virgin elects to use an outside advertising agency, the initial term of Virgin's interior advertising rights shall not exceed seven (7) years unless extended by mutual agreement of the Parties for a maximum of six additional terms not to exceed seven (7) years each and subject to the County's approval, which shall not be unreasonably withheld. Any third-party contract entered for interior advertising under this § 3.06 shall provide for its termination upon the termination of this Agreement without liability to the County.

(7) [Reserved]

(8) **County Approval Required for Certain Ads or Signs; No Naming Rights Conferred.** Any interior ads or signs that have an exterior orientation shall require the prior approval of the County Zoning Director, which may be withheld or conditioned in his or her sole discretion, in addition to any other regulatory approvals required under Applicable Laws. Except as may be otherwise set forth herein, exterior ads is prohibited; provided, however, that Virgin logos shall be affixed to the exterior of Cruise Terminal V. No advertising rights are conveyed in

connection with any parking garage or other County facility, nor are any building or facility naming rights conveyed hereby.

(b) **Advertising Revenue Sharing.** In consideration for Virgin and/or its ad services vendor being responsible for all procurement, installation, servicing, operating, placement, maintenance, and other costs associated with the Terminal Advertising Improvements and the placement of any ads and promotions in connection therewith, the County authorizes Virgin to retain ninety percent (90%) of Virgin's gross revenues derived under this Section 3.06) of advertising revenue at Cruise Terminal V.

(c) **Advertising Contract-Related Document Inspection and Audit Rights.** Upon reasonable notice to Virgin, the County shall have the right to inspect, copy, audit, and/or review any and all books and records relating to the ad service contract and/or any costs, revenues, and payments relating to same and to require quarterly reconciliations as may be necessary in the County's reasonable judgment.

3.07 **Port and Vessel Registration Requirements.** Prior to operating any Virgin Vessel from Cruise Terminal V, Virgin must first register such vessel with the Port and deliver copies of all required vessel certifications, approvals, and operating permits to the Port.

3.08 **No Unlawful or Unauthorized Use.** Virgin shall not use Cruise Terminal V for any unlawful purpose, any use other than a cruise passenger terminal (and related office and administrative uses), or any use prohibited by Applicable Law (including any deed restrictions governing the use of the Port), as such Applicable Law may be amended from time to time.

3.09 **No Liens or Mortgages.** Virgin shall not have the authority to and shall not cause any liens to be recorded on County property, including Cruise Terminal V. In addition, Virgin shall not have the authority to or cause County property, including Cruise Terminal V, to be mortgaged.

3.10 **No Abandonment or Cessation of Service.** During the Term, including any renewal term, Virgin agrees not to abandon or cease service to Cruise Terminal V, except as provided herein.

3.11 **Virgin's Obligation to Comply with Security Requirements.** Virgin solely shall be responsible for complying with all federal, state, and local security requirements related to Virgin's operations at the Port. Virgin agrees to indemnify and hold harmless the County for any security or security-related notice of violation or other fine or penalty of any kind or in form whatsoever form that is based on action or inaction by Virgin or its affiliates, employees, contractors, subcontractors or passengers at Cruise Terminal V. Notwithstanding the foregoing, all costs and expenses associated with security equipment, including, but not limited to luggage, cargo and passenger screening equipment at Cruise Terminal V, customarily paid by

the County at County owned or operated cruise terminals shall be borne solely by the County.

3.12 **Acknowledgments by Virgin.**

(a) **Exclusive Franchise Arrangements and County Contracts.** Virgin acknowledges that the County may be a party to exclusive arrangements for the provision of various goods and services, including but not limited to ATMs, pay telephones, phone cards, and vending machines at the Port. Accordingly, Virgin shall not install, cause to be installed, or permit to be installed pay telephones, ATMs, vending machines, or any other device or service for which the County has a contract or agreement in or around Cruise Terminal V by any person or entity other than the County, absent the consent of the County and the relevant party with whom the County has so contracted. The County has installed or may install at its expense pay telephones in Cruise Terminal V and shall be entitled to all revenue derived therefrom.

(b) **Furniture.** Virgin acknowledges that the furniture and fixtures paid for by the County and located in Cruise Terminal V, including any such items in the VIP lounges, offices and terminal seating areas, are the property of the County. Virgin shall not remove or otherwise alter such furniture and fixtures without the express written consent of the County.

(c) **Car Rental Concessions.** Virgin acknowledges that the County may have car rental concession agreements at Cruise Terminal V. This Agreement shall not affect such car rental concession agreements.

(d) **Retail Shops and Kiosks.** Virgin acknowledges that the County may enter into agreements for retail shops within Cruise Terminal V. This Agreement shall not affect any such agreements; provided, however, that the County shall obtain Virgin's reasonable approval with regard to the type of retail items made available via the retail shops and kiosks as well as the placement and location of said retail shops and kiosks on dates wherein Virgin berths at Cruse Terminal V.

(e) **Reservation of Rights to County.** Unless specifically granted to Virgin under this Agreement, the County retains and has the sole and exclusive right to any and all retail establishments, advertising signage or space, or any other revenue-generating activity, in, on or about Cruise Terminal V.

ARTICLE IV
Books and Records and Audit Rights

4.01 **County's Right to Audit and Inspect.** The County, its auditors, or their designee(s) shall have the right, once a year, at any time during the Term to audit, check, inspect and review the Virgin Records and Reports (defined below) pertaining to the obligations of Virgin under this Agreement for purposes of determining compliance with this Agreement. At least thirty (30) days prior written notice shall be provided to Virgin before the County conducts an audit, and during the conduct of

such audit, the County shall not unreasonably interfere with the conduct of Virgin's operations. The County shall endeavor to perform such audit on a yearly basis, and except as noted below, the period for audit may never exceed a five (5) year window from the last year of Virgin's use of Cruise Terminal V. If during any audit, a discrepancy is noted that may affect any unaudited years within that 5-year audit period, then only for the discrepancy noted, the County shall have the right to audit those unaudited years. Notwithstanding the foregoing, if the County is unable or fails to perform an audit in any given year, that shall not mean that the County has waived its rights to audit that year nor that the County has waived any claims it may have for non-compliance with this Agreement for such year.

4.02 **Records and Reports.** Virgin shall maintain, at a location within Miami-Dade County or in an electronic format readily accessible by the County, complete and accurate books and records of all passenger movements (based on the cruise ship passenger manifests of Virgin Vessels berthing at the Port) and, as applicable under this Agreement, expenses chargeable to the County in a form consistent with generally accepted accounting principles for a minimum of five (5) years (the "Virgin Records and Reports"). Virgin shall maintain such Virgin Records and Reports in accordance with generally accepted auditing standards, Government Auditing Standards, and/or professional internal auditing standards.

4.03 **Inspector General and Independent Private Sector Inspector General.** Section 2-1076 of County Code establishes the Miami-Dade County Office of the Inspector General, which has the authority and power to investigate County affairs and review past, present, and proposed County programs, accounts, projects, contracts and transactions. According to Section 2-1076 of the Code of Miami-Dade County, as amended, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. In addition to or in lieu of the use and deployment of the Inspector General, the County shall have the right but not the obligation to retain the services of an independent private sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the County and any contractor retained by County in connection with this Agreement (the "Review"). In connection with the Review by the Inspector General and/or IPSIG, Virgin agrees to make available the Virgin Records and Reports referenced in Section 4.02 within thirty (30) days written notice to Virgin from the Inspector General and/or ISPIG. Virgin shall reasonably cooperate with the Inspector General and/or any IPSIG conducting a Review pursuant to this paragraph. Nothing in this Section shall impair any independent right that Virgin may grant to the County to review the Virgin Records and Reports as set forth in Section 4.02 herein. The provisions of this Section are neither intended nor shall they be construed to impose any liability on the County, Virgin, or third parties.

4.04 **Virgin's Right to Audit and Inspect.** Virgin, its auditors, or their designee(s) shall have the right, once a year, at any time during the Term to audit, check, inspect and review the County's records and reports pertaining to the obligations of the County under this Agreement for purposes of determining compliance with this Agreement. At least thirty (60) days prior written notice shall be provided to the County before Virgin conducts an audit, and during the conduct of such audit, Virgin shall not unreasonably interfere with the conduct of the County's operations. Virgin shall be entitled to perform such audit on a yearly basis, and except as noted below, the period for audit may never exceed a five (5) year window from the last year of Virgin's use of Cruise Terminal V. If during any audit, a discrepancy is noted that may affect any unaudited years within that 5-year audit period, then only for the discrepancy noted, Virgin shall have the right to audit those unaudited years. Notwithstanding the foregoing, if Virgin is unable or fails to perform an audit in any given year, that shall not mean that Virgin has waived its rights to audit that year nor that Virgin has waived any claims it may have for non-compliance with this Agreement for such year.

ARTICLE V
Maintenance and Repair of Cruise Terminal V

5.01 **Terminal Maintenance & Security Responsibility.** Virgin shall have no responsibility or obligation to maintain Cruise Terminal V, except as provided in the subsequent sentence. When using Cruise Terminal V, Virgin shall at all times, at its own cost and expense, keep the Cruise Terminal V in a reasonably clean, orderly, secure, and safe condition, normal wear and tear excepted, and be responsible for security of the apron, wharf and interior portions of Cruise Terminal V when using Cruise Terminal V. The foregoing, however, shall not be construed to require Virgin to undertake the maintenance obligations delegated to the County under this Agreement, but shall only serve to limit Virgin from utilizing Cruise Terminal V in a manner that would impose janitorial or maintenance obligations on the County that may be caused by Virgin events other than regular cruise operations. In such circumstances, Virgin agrees to pay the difference between the County's regular janitorial and maintenance costs for Terminal V and the additional janitorial and maintenance costs that may be incurred due to such events, if any. Additionally, Virgin shall be responsible for the maintenance of its exclusive office space, at its own cost and expense, in a clean, orderly, secure, and safe condition, normal wear and tear excepted.

(a) **County's Right to Enter Cruise Terminal V.** The County, its agents and representatives and federal, state and local law enforcement officers may at all times and without advance notice, enter Cruise Terminal V to view, inspect, and/or show Cruise Terminal V, or for any other purpose.

(b) **County's Obligations.** Except as otherwise provided in this Agreement, the County shall be required to (i) provide electricity, water, and sewer

service to Cruise Terminal V, provided that Virgin shall not be permitted to place an unreasonable load or burden on the capacity of the electrical, water, or sewer utilities at Cruise Terminal V, as determined by either the utility providing such service or the County in the exercise of its reasonable judgment; (ii) maintain, repair, and replace, as the need for such maintenance, repair, and replacement is determined by the County, with advisory consultation with Virgin, the electrical, heating, ventilating, air-conditioning, elevators, escalators, mechanical, plumbing, safety systems, wiring systems, carpets, fixtures, furniture, lighting, and structural components of the buildings and improvements comprising Cruise Terminal V and paint the exterior and interior of Cruise Terminal V, as the need is reasonably determined by the County, and keep Cruise Terminal V in good working order and operating condition as a first-class terminal comparable with other cruise terminals at the Port of similar age; (c) provide all necessary janitorial services such that Cruise Terminal V and adjacent areas are kept clean without trash, stains, spills, or other waste and comparable to the other terminals at Port; and (d) make repairs at its own cost and expense to all paved surfaces, all utilities, and lighting at Cruise Terminal V and the surrounding areas.

(c) **Annual Inspection and Repairs.** Within thirty (30) days of each anniversary of the Final Completion Date, Virgin and the County agree to inspect Cruise Terminal V and prepare a joint report indicating the condition of said area and specifying any damages which shall be repaired by the County, under the terms hereof. The County shall see that the necessary repairs are, where reasonably practicable and subject to available funding, started within a reasonable time. Notwithstanding the foregoing, such time periods may be extended by the County in its sole discretion should the County elect to procure the needed repairs using a competitive selection process. In the instance that the County elects to proceed to use the competitive selection process in procuring a vendor to make repairs, the County hereby agrees that it will use commercially reasonable efforts to minimize delays caused by the County's competitive selection processes. With respect to repairs concerning matters of life/safety, the County shall be required to pursue the most expeditious means of performing said repairs, subject to the requirements of Applicable Law. This paragraph does not limit in any way Virgin's ability to report maintenance/repair issues to County at any time for earlier resolution by the County.

5.02 **Limitation on Alterations by Virgin.** Virgin shall not make any material change or alteration to Cruise Terminal V without the prior written permission of the County, such permission not to be unreasonably withheld, conditioned, or delayed, provided that the County may condition such permission on Virgin's payment for the costs associated with such change or alteration including any additional recurring or non-recurring costs of maintenance or repair, without offset of any amounts due to the County. Any such changes shall be performed in accordance with Applicable Law, including the requirement that Virgin comply with County programs then in effect for the construction of improvements to County property and the statutory requirements concerning bonding set forth in Section 255.05, Fla. Stat.

5.03 **Signage at Cruise Terminal V.** The County requires the use of international symbols for all safety and visitor signs (such as elevators, check-in, and

safety instructions) and the County always agrees to maintain such international signage at Cruise Terminal V, at its sole cost and expense. Virgin shall at all times be permitted to maintain temporary and removable signage inside and outside of Cruise Terminal V for Virgin and its subsidiaries, divisions, affiliates, and the Virgin Vessels, as long as any such signage complies with all Miami-Dade County sign ordinance requirements and has been approved by the Port Director or the Port Director's designee, such approval not to be unreasonably withheld, conditioned, or delayed. Notwithstanding anything contained in this Agreement to the contrary, signage identifying Cruise Terminal V as Virgin's space shall be located above the entry of Cruise Terminal V, or as elsewhere located in accordance with the County's construction of Cruise Terminal V. Except for any signage that is installed in connection with the construction of Cruise Terminal V, as provided in Article 2 of this Agreement, Virgin shall be solely responsible for all costs and expenses associated with the design, construction, and installation of interior and exterior Virgin-branded signage. To the extent any signage installed under this paragraph contains the Virgin logo or is Virgin branded, then such signage shall be able to be covered during any period that Cruise Terminal V is being utilized by another cruise line; provided, however, that Virgin shall not be required to (but the County may at its cost and option during the use of Cruise Terminal V by third-party cruise lines) cover any marquee signage permanently affixed to the exterior of the building and constituting an architectural feature thereof.

5.04 **Terminal Advertising and Promotions.** Virgin acknowledges that the County has entered or may enter into agreements for commercial signs and advertising both within and outside Port terminals and elsewhere on the Port. The Parties agree to consult with each other and cooperate to ensure that this Agreement does not affect such commercial sign and advertising agreements.

5.05 **Non-Interference with Third-Party Cruise Lines.** Subject to the terms of this Agreement, to the extent the County enters into an agreement with third-party cruise line(s) for the use of Cruise Terminal V, Virgin shall be required to perform all its obligations under this Agreement in a manner that does not unreasonably interfere with the use of Cruise Terminal V by any third-party cruise line. Similarly, the County shall ensure that the use of Cruise Terminal V by a third-party cruise line shall not unreasonably interfere with Virgin's rights and use of Cruise Terminal V in accordance with this Agreement.

5.06 **Nuisance.** Virgin shall not commit any nuisance on the Port or in the Cruise Terminal V or do or permit to be done anything that may result in the creation or commission of a nuisance on the Port or in Cruise Terminal V.

5.07 **Casualty—After Substantial Completion of Cruise Terminal V.**

(a) **Partial Destruction.** If, after Substantial Completion of Cruise Terminal V, Cruise Terminal V or any improvement thereto, is partially damaged or destroyed by fire, windstorm, hurricane or any other casualty, the County shall within eighteen (18) months diligently and, without undue delay, commence and complete

the repair, reconstruction, or replacement of the terminal, or those improvements and, if necessary, temporarily relocate Virgin in accordance with the provisions below. In such event, the County will be entitled to all insurance proceeds (if any) payable by reason of the casualty to the property, provided that such insurance proceeds shall be applied solely to repair, reconstruct, or replace the terminal, or those improvements. If the partial destruction of Cruise Terminal V or such repair or reconstruction work to Cruise Terminal V results in Virgin being unable to conduct its operations at Cruise Terminal V, in Virgin's reasonable discretion, then the County shall immediately seek to temporarily substitute another available terminal or berth for the terminal/berth if the substituted wharf or berth (i) can safely accommodate the relocated vessels; (ii) is of similar quality to the Cruise Terminal V terminal/berth; and (iii) allows Virgin to safely and efficiently perform its required cruise operations including the embarking and debarking of passengers. Upon the County's provision of a terminal/berth in accordance with this paragraph, Virgin's obligation to pay the all fees required under this Agreement, other than the Virgin Contribution (which shall be paid as set forth below) shall be restored and paid as if Virgin were utilizing Cruise Terminal V. The County must, if possible, provide written notification of any such substitution to Virgin at least ninety (90) days before Virgin is required to occupy the substituted wharf or berth. If the County is unable to provide Virgin with a substitute terminal that conforms to the requirements of Section 5.07(a)(i), (ii) and (iii), Virgin shall be entitled to temporarily relocate the Virgin Vessels to any port location of its choosing until such time as Cruise Terminal V is available for Virgin's regular operations. During Virgin's relocation to any such temporary port location, if any, Virgin shall not be required to make any payments to the County, including payment of the Virgin Contribution (which shall be paid as set forth below). Further, during any such period, the Virgin Minimum Annual Passenger Guarantee shall be reduced by any missed Virgin Vessel calls at Cruise Terminal V due to the unavailability of the berth or Cruise Terminal V.

Subject to the termination rights set forth in this paragraph, the Term of this Agreement shall be extended by the period of time under which Cruise Terminal V or its associated berth is under repair or reconstruction (and unused by Virgin Vessels) as a result of such casualty event. Upon the earlier of the substantial completion of the repairs to Cruise Terminal V such that Cruise Terminal V and its related berth are available for use by Virgin or Virgin's resumption of use of Cruise Terminal V, the Capital Recovery Surcharge payments shall resume and be paid over the remaining Term, as extended hereby, until the entire Virgin Contribution is repaid in full; provided that Virgin shall not be assessed any penalty, fee, interest or other charge for any missed payments of the Virgin Contribution during the period of suspension. It is the intention of the Parties hereby that Virgin remain obligated to pay the Virgin Contribution amount, through the annual Capital Recovery Surcharge payments (or otherwise), once Cruise Terminal V and associated berth is repaired by the County and ready for use in accordance with this paragraph. Notwithstanding anything contained herein, in the event Cruise Terminal V is not reconstructed and available for Virgin's regular operations within eighteen (18) months as required herein, Virgin may terminate this Agreement without any further liability to the County, including the repayment of the Virgin Contribution.

(b) **Total Destruction.** If, after Substantial Completion of Cruise Terminal V, County and Virgin determine after consultation that Cruise Terminal V and/or its associated berth has been totally destroyed by fire, windstorm, hurricane, or any other casualty, this Agreement will terminate (without any further liability of the Parties) and the County will be entitled to all insurance proceeds (if any) payable by reason of the casualty to the property, unless the County agrees, within sixty (60) days of the casualty, in its sole and absolute discretion, and without the requirement of additional payments by Virgin other than the payments required under this Agreement (as suspended during the rebuilding period), to complete repairs to Cruise Terminal V and/or its associated berth within two (2) years of the casualty event causing total destruction. During such time period, the Port shall use all commercially reasonable efforts to accommodate the Virgin Vessels at the Port and shall present Virgin with Terminal(s), comparable to Cruise Terminal V in size and quality, available at the Port to adequately berth Virgin's Vessels until substantial completion of the reconstruction of Cruise Terminal V is achieved. If Virgin elects to proceed to conduct its operations at the Port until said substantial completion is achieved, Virgin's obligation to pay the fees required under this Agreement shall continue, except that Virgin shall not be required to pay the Virgin Contribution until substantial completion of the reconstruction of Cruise Terminal V is achieved. Upon the earlier of the substantial completion of the repairs to Cruise Terminal V such that Cruise Terminal V and its related berth are available for use by Virgin or Virgin's resumption of use of Cruise Terminal V, the Capital Recovery Surcharge payments shall resume and be paid over the remaining Term, as extended proportionately hereby, until the entire Virgin Contribution is repaid in full in accordance with Exhibit C; provided that Virgin shall not be assessed any penalty, fee, interest or other charge for any missed payments of the Virgin Contribution during the period of suspension.

In the event, however, that Virgin does not accept the Port's offered Terminals, Virgin, may at its sole option, elect not to utilize the offered Terminal(s), and in that event, Virgin may move its Vessels to any port it deems necessary in the State of Florida, or elsewhere, while Cruise Terminal V is being completed, for a commercially reasonable time. Once Cruise Terminal V's reconstruction reaches substantial completion, Virgin agrees to return to the Port, within a commercially reasonable time, and begin operations at Cruise Terminal V. No fees shall be due and owing to the County if Virgin elects to berth its Vessels at another port until such time as Virgin returns to Cruise Terminal V and commences its operations therein. Once Virgin re-commences use of Cruise Terminal V, the Capital Recovery Surcharge payments shall resume and be paid over the remaining Term, as extended proportionately hereby, until the entire Virgin Contribution is repaid in full in accordance with Exhibit C; provided that Virgin shall not be assessed any penalty, fee, interest or other charge for any missed payments of the Virgin Contribution during the period of suspension. Notwithstanding anything contained herein, in the event Cruise Terminal V is not reconstructed and available for Virgin's regular operations within two (2) years as required herein, Virgin may terminate this Agreement without any further liability to the County, including the repayment of the Virgin Contribution.

(c) **Definition of Partial and Total Destruction.** A "Partial Destruction" shall be any destruction caused by fire, windstorm, hurricane, or any other casualty, that results in the destruction, in any degree that does not constitute a "Total Destruction" as defined herein, of Cruise Terminal V and/or its associated berth. A Total Destruction shall exist when (i) at any point during the Term, the cost of repairs to the Cruise Terminal V terminal and berth exceeds fifty percent (50%) of its appraised value, as such appraised value is determined by a mutually designated appraiser (or, if no agreement is reached as to the appraiser, by the neutral appraiser jointly selected by an appraiser designated by the County and Virgin) or (ii) during the last five (5) years of the Term then in effect, the cost of repairs exceeds the average of the remaining payments due under Exhibit C of this Agreement.

5.08 **Self-Help.** In the event the either Party fails to maintain and repair Cruise Terminal V as required by this Article, which failure is not cured within sixty (60) days' written notice by the Party claiming the lack of maintenance, the other Party may take all actions reasonably necessary, in its sole discretion, reasonably exercised, to remedy such failure. Before utilizing the remedy afforded under this Section, the Party claiming inadequate maintenance shall deliver prior written notice to the other Party at least five (5) days before exercising its rights hereunder. The Party performing the maintenance and repair under this Section shall be entitled to reimbursement for all reasonable costs and expenses incurred within thirty (30) days of written demand accompanied by appropriate backup documentation with respect to the costs incurred; provided that neither Party shall charge a mark-up or other administrative or management fee for the work performed and provided that the costs shall be based on prevailing market and industry rates and practice.

Insurance and Indemnification

6.01 **Insurance Requirements of Virgin.** Virgin shall maintain the following insurance coverage from the Effective Date of this Agreement and throughout the Term, at its sole cost and expense, and, upon request, will furnish proof of the procurement and maintenance of such insurance to Seaport Department, 1015 North America Way, Miami, Florida 33132-2081:

(a) **General Liability Insurance.** Virgin shall procure and maintain at its sole cost and expense comprehensive general liability insurance with limit of liability of not less than one million dollars ($1,000,000) including premises/operations and contractual liability coverage and independent contractors, from any one occurrence. This coverage must also include but not be limited to embarkation and disembarkation of Virgin Vessels. Miami-Dade County must be shown as an additional insured with respect to Commercial General Liability.

(b) **Automobile Liability Insurance.** Virgin shall procure and maintain at its sole cost and expense Business Automobile Liability in the minimum amount of One Million Dollars ($1,000,000) per accident for all owned, non-owned and hired autos operating in or out of the Port.

(c) **Workers' Compensation Insurance.** Virgin shall procure and maintain at County's sole cost and expense, workers' compensation insurance for all employees for Statutory Limits in compliance with the applicable State and Federal laws. The limit of liability under the employer's liability section of the workers' compensation insurance policy shall be not less than One Million Dollars ($1,000,000). Whenever applicable, coverage shall also include Federal Longshore and Harbor Workers Compensation Act, Jones Act and under any type of admiralty claim, unseaworthiness claim and/or any claim in admiralty in an amount of not less than One Million Dollars ($1,000,000).

(d) **Additional Insurance Requirements After Substantial Completion.** Upon the achievement of Substantial Completion, and prior to Virgin Vessels berthing at Cruise Terminal V, Virgin shall provide and maintain the following insurance coverage throughout the remainder of the Term:

(1) Vessel Liability Insurance (Hull and Machinery) covering all Virgin Vessels using Cruise Terminal V, whether owned or chartered, in an amount not less than Ten Million Dollars ($10,000,000) per occurrence for hull and property damage.

(2) Protection and Indemnity Insurance in an amount not less than One Million Dollars ($1,000,000) per occurrence. Miami-Dade County must be named under a misdirected arrows clause with respect to this coverage.

(e) **Crew Insurance.** Said insurance shall cover all persons employed as crew of the Virgin Vessels under a Protection and Indemnity Policy or a Marine Employers Liability Policy to provide coverage for liability under 46 USC Section 688, (The Jones Act) and under General Maritime Law.

(f) **Pollution Liability Coverage.** Virgin shall maintain at its sole cost and expense for vessels used in connection with this Agreement, operation pollution liability coverage sufficient to satisfy all applicable requirements of CERCLA and OPA-90.

(e) **Primary Insurance.** With respect to Virgin's operations at Cruise Terminal V and its obligations under this Agreement, all insurance required of Virgin in this Section shall be primary and noncontributory to any insurance that may be carried by the County but shall in no way limit Virgin's indemnity obligations to the County set forth in this Agreement.

(f) **Insurance Certificates.** During the Term, Virgin shall furnish the County with written evidence of the required insurance coverage set forth above and shall provide copies of annual renewals upon request from the County. In the event Virgin fails to maintain the required insurance in accordance with this Section, the County may procure such insurance on Virgin's behalf, at Virgin's cost and expense, and Virgin shall reimburse the County immediately upon notice of such procurement of insurance.

(g) **Cancellation Notice.** Virgin shall promptly notify the County of any material change or cancellation of the insurance coverage required to be maintained by Virgin under this Agreement.

(h) **Insurance Policy Requirements, Generally.** Unless this Agreement provides that a particular class of coverage is not required during the entire duration of this Agreement, Virgin shall be responsible for assuring that the insurance documentation required in conjunction with this Agreement remain in force for the duration of the Term, including any and all option years. Virgin will be responsible for submitting renewal insurance documentation prior to expiration. The Risk Management Division of Miami-Dade County, Internal Services Department (or successor department) shall have the right to reasonably amend insurance requirements and approve all companies providing coverage. Except for Protection and Indemnity Insurance and Hull and Machinery Insurance, all insurance policies required under this Article shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

> The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division, or Companies holding a valid Florida Certificate,
>
> or
>
> as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance and which are members of the Florida Guaranty Fund.
>
> Certificates will indicate that no material modification or change in insurance shall be made without thirty (30) days advance notice to the certificate holder.

(i) **No Actions to Invalidate Insurance Policies of County.** Virgin covenants that it will not permit to be done, on or about or in the proximity of Cruise Terminal V, anything which shall invalidate the County's fire, casualty, liability, or other insurance policies, if any, with respect to Cruise Terminal V, specifically, or the Port, in general, or violate any terms thereof, or increase the premiums payable therefor. County shall provide Virgin copies of said policies so that Virgin may ascertain such prohibited acts.

6.02 **Injury or Damage, Notification to County.** In the event of any injury or damage to persons or property in or around Cruise Terminal V, Virgin shall notify the County in writing as soon as reasonably possible after it becomes aware of such

injury or damage and shall promptly thereafter furnish to the County copies of all related reports given to Virgin's insurance carrier or carriers, excepting any reports which are attorney-client privileged communications or which constitute work product of Virgin's counsel.

6.03 **Environmental.** Virgin shall comply with all federal, state, and local environmental laws and regulations applicable to the use, storage, and handling of hazardous substances, hazardous materials, industrial wastes, hazardous wastes, and wastes generated on or by Virgin Vessels, in, on, or near Cruise Terminal V. Virgin shall indemnify and hold harmless the County, its officers, employees, agents, successors, and assigns from, and assume liability for, any and all claims, liabilities, causes of action, obligations, damages, penalties, costs, charges, and expenses (including, but not limited to, reasonable attorneys' fees, environmental response and remediation costs, and the costs and expenses of appellate action, if any) imposed on, incurred by or asserted against the County by any party including, without limitation, governmental entities, to the extent it arises with, in connection with or relates to any environmental condition or contamination or any violation of applicable federal, state, or local environmental law with respect to Cruise Terminal V and only to the extent the same was caused or created solely by Virgin or its employees, officers, agents, or guests.

6.04 **Indemnification by Virgin.** Virgin agrees, to the extent of its liability, to indemnify, and hold harmless the County, its agents and employees, from and against all suits, actions, claims, demands, damages, losses, penalties or fines, expenses, attorneys' fees, and costs of every kind or description (collectively, "Claims") to which the County, its agents, or employees may be subjected which are caused by or arise out of, in whole or in part, the negligent, reckless, or grossly negligent acts or omissions or intentional misconduct of Virgin or its agents, employees, officers, or contractors which arise from, grow out of, or are connected with either the occupation and use of Cruise Terminal V by Virgin or its agents, employees, officers, contractors, subcontractors, invitees, or guests under this Agreement or any breach of this Agreement by Virgin; except to the extent that such damage, loss, or liability is caused by the negligence, gross negligence or intentional misconduct of the County or its employees, officers, agents, contractors, subcontractors, invitees, or guests. Upon request of the County, Virgin shall undertake to defend, at its sole cost and expense, any and all suits brought against the County in connection with the matters specified in this paragraph, except in the event such suit is alleged to have been caused, in whole or in part, by the negligence of, or breach of this Agreement by, the County or its agents, employees, officers, contractors, or guests subject to the extent of Virgin's liability. For the avoidance of any doubt, the Parties agree that under no circumstance shall Virgin be required to indemnify County for its contributory negligence in connection with Claims by third parties arising from or relating to Terminal V.

6.05 **Indemnification by County.** The County does not agree to fully indemnify Virgin, except that, subject to the limitation of Fla. Stat. § 768.28 and the provisions of that statute whereby the County shall not be held liable to pay a personal

injury or property damage claim or judgment by any one person which exceeds the sum of Two Hundred Thousand Dollars ($200,000.00), or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of Three Hundred Thousand Dollars ($300,000.00), the County does agree that it shall indemnify Virgin and its parent companies, subsidiaries and affiliates ("Virgin Indemnified Parties") for any Claims arising at or around Cruise Terminal V brought against the Virgin Indemnified Parties by third parties for negligence or personal injury of any kind, including but not limited to wrongful death, occurring on any dates during the Term wherein the Virgin Indemnified Parties did not conduct operations at Cruise Terminal V. Further, the County shall contractually require any and all third-party cruise lines that use Cruise Terminal V to defend and indemnify the Virgin Indemnified Parties and to list the Virgin Indemnified Parties as an additional insured under the insurance coverages required by the County for said third parties' use of Cruise Terminal V. Should the County provide an indemnification for any multi-night cruise operator signing a new contract with the Port, exclusive of contract extensions for existing cruise agreements, the Port will also extend the same additional indemnification to Virgin for its operations at the Port. For the avoidance of any doubt, the Parties agree that under no circumstance shall the County be required to indemnify the Virgin Indemnified Parties to the extent of any amounts owed by the Virgin Indemnified Parties in connection with a judgment wherein the Virgin Indemnified Parties are adjudged to have been contributorily negligent in connection with Claims by third parties arising from or relating to Terminal V. The County agrees that in any Claim brought by the Virgin Indemnified Parties against the County for a breach of this Section of the Agreement, the prevailing party in such Claim shall be entitled to obtain reasonable attorneys' fees and costs. For the purpose of this Section, an "affiliate" shall mean entities having the same common ownership as Virgin. For the purpose of compliance with this Section, the County shall be entitled to request and Virgin shall be required to provide evidence of the status of an entity as a parent, subsidiary, or affiliate.

ARTICLE VII
Default and Termination

7.01 **Virgin Events of Default.** Virgin shall be in default under this Agreement if any of the following events occur and continue beyond the applicable grace period:

(a) **Virgin's Monetary Obligations.** If Virgin fails to timely comply with any undisputed payment obligation arising hereunder which is not cured within thirty (30) days from Virgin's receipt of written notice from the County of failure to meet such payment obligation, Virgin shall be in default of this Agreement. If Virgin disputes any payment obligation, Virgin shall timely pay all undisputed portion of its payment obligations and the Parties shall meet, confer and mutually agree upon Virgin's remaining payment obligation, if any, within thirty (30) days of the date disputed payment obligation was due to be paid to County. If the Parties are unable to reach agreement regarding a disputed payment obligation, the County may exercise any remedy available to it under this Agreement or applicable law.

(b) **Virgin's Non-Monetary Obligations.** If Virgin fails to perform or breaches any material term, covenant, or condition of this Agreement which is not cured within sixty (60) days after receipt of written notice from the County specifying the nature of such breach, provided, however, that if such breach cannot reasonably be cured within sixty (60) days, Virgin shall not be in default if it commences to cure such breach within said sixty (60) day period and diligently prosecutes such cure to completion; or

(c) **Bankruptcy.** If Virgin shall be adjudicated bankrupt, or if Virgin shall make a general assignment for the benefit of creditors, or if in any proceedings based upon the insolvency of Virgin are commenced and not dismissed within sixty (60) days of filing or a receiver is appointed for all the property of Virgin which is not dismissed within sixty (60) days of such appointment.

7.02 **County Non-Monetary Events of Default.** The County shall be in default under this Agreement if the County fails to perform or breaches any term, covenant, or condition of this Agreement and such failure is not cured within sixty (60) days after receipt of written notice from Virgin specifying the nature of such breach; provided, however, that if such breach cannot reasonably be cured within sixty (60) days and such breach does not unreasonably interfere with the operations of Virgin at the Port, the County shall not be in default if it commences to cure such breach within said sixty (60) day period and diligently prosecutes such cure to completion;

(a) **County's Monetary Obligations.** If the County fails to timely comply with any undisputed payment obligation arising hereunder which is not cured within thirty (30) days from the County's receipt of written notice from Virgin of failure to meet such payment obligation, the County shall be in default of this Agreement. If the County disputes any payment obligation, the County shall timely pay all undisputed portions of its payment obligations and the Parties shall meet, confer and mutually agree upon the County's remaining payment obligation, if any, within thirty (30) days of the date disputed payment obligation was due to be paid to Virgin. If the Parties are unable to reach agreement regarding a disputed payment obligation, Virgin may exercise any remedy available to it under this Agreement or applicable law.

7.03 **Early Termination for Material Adverse Events.** If the County enacts any new law or change to existing law which imposes a new port fee that has an annual adverse impact to Virgin and/or its parent, divisions, subsidiaries or affiliates of Two Million Two Hundred and Sixteen Thousand Dollars ($2,216,000.00) or greater (which amount is derived from a Ten Million Dollar ($10,000,000.00) or greater adverse impact based on a minimum annual guarantee of Two Million Two Hundred and Fifty Thousand (2,250,000) passenger movements) ("Material Adverse Event") during the Term of this Agreement and such Material Adverse Event could be avoided or reduced, in whole or in part, by the repositioning of Virgin Vessels to any other port, Virgin shall have the right to terminate this Agreement (an "Adverse Termination") with twelve (12) months written notice to the County, and Virgin may cease its

operations at the Port on the termination date set forth in such notice. The Material Adverse Event threshold set forth above shall increase by 3% per Fiscal Year commencing as of October 1, 2021, and each October 1 thereafter during the Term. Written notice of an Adverse Termination shall be delivered by Virgin to the County within ninety (90) calendar days after Virgin's actual knowledge of the occurrence of a Material Adverse Event. If Virgin has provided County with a termination notice under this section and the Applicable Law causing the Material Adverse Event is repealed or modified within one (1) year of its enactment such that the Material Adverse Event threshold is no longer met or exceeded (or the County agrees to reduce any payments due under this Agreement in an amount equal to the difference between the fiscal impact of the Material Adverse Event less Two Million Two Hundred and Sixteen Thousand Dollars ($2,216,000.00)), Virgin shall, as soon as commercially reasonable practicable after such repeal or modification (given Virgin's then current itineraries, port commitments and marketing plan and operations), reposition the Virgin Vessels, at which time the terms of this Agreement shall be restored and in full force and effect for the remaining Term. In the event of an Adverse Termination under this Agreement, Virgin shall no longer have any liability for any payments or financial obligations under this Agreement, including but not limited to the payment of the Capital Recovery Surcharge or corresponding Virgin Capital Repayment Schedule or any Wharfage or Dockage fees. For avoidance of doubt, the Parties acknowledge and agree that Virgin's payment and other contractual obligations contained herein have all been agreed upon and consented to hereby by Virgin and do not constitute one or more Material Adverse Event(s) under this or otherwise.

7.04 **Virgin's Option to Terminate for Convenience.**

(a) **Commencement of Option.** Commencing on October 15, 2026, and upon Virgin's giving of eighteen (18) months' advance written notice to the County (which may be provided prior to October 15, 2026), Virgin shall have the right to terminate this Agreement for convenience, notwithstanding any time remaining in the Term up until October 31, 2041 when this option expires. During the period between the giving of notice under this Section and the effective date of said termination, Virgin shall be required to continue to make all regular payments due under the terms of this Agreement as if it were operating at Cruise Terminal V or, where applicable, at another location at the Port (regardless of whether Virgin is, in fact operating at Cruise Terminal V or at the Port).

(b) **Effect of Issuance of Notice of Termination.** Upon Virgin's issuance of a notice of termination under Section 7.04(a), all Virgin-owned assets and fixtures located within Cruise Terminal V (if not already owned by the County), excluding those assets and fixtures with non-removable Virgin-specific branding or paid for by Virgin, shall become the property of the County. For the eighteen (18) month period preceding the effectiveness of Virgin's termination, Virgin shall have the right to use said assets and fixtures for the purpose of conducting its business out of Cruise Terminal V, provided that Virgin shall have a duty not to waste said assets and fixtures. To the extent the County determines, in its sole and exclusive discretion, that it desires to decline the acceptance of ownership of any assets or fixture otherwise

subject to transfer under this subsection, then the County shall notify Virgin in writing of the asset(s) or fixture(s) that it declines to own and Virgin shall, at its own cost, remove said asset or fixture from Cruise Terminal V on the effective date of the notice of termination given under Section 7.04(a).

(c) **Termination Payments.** On the date that is nine (9) months before the effective date of the notice of termination issued in accordance with Section 7.04(a), Virgin shall be required to make the Early Termination Payment set forth in Exhibit D, with Early Termination Payment determined by the anniversary year in which Virgin's termination becomes effective. By way of example, if Virgin issued its notice of termination on March 31, 2025 in accordance with Section 7.04(a) with an effective termination date of October 31, 2026, Virgin's Early Termination Payment to the County would be One Hundred Fifty-Six Million Four Hundred Sixty-Three Thousand Eight Hundred Ninety-Six Dollars ($156,463,896.00).

7.05 **Remedies Upon Default.** Upon the occurrence of a default under this Agreement not cured within the applicable grace period, the non-defaulting party may pursue all remedies available at law or in equity, including, without limitation, specific performance of this Agreement.

7.06 **Failure to Exercise Rights Not a Waiver.** The failure by either Party to promptly exercise any right arising hereunder shall not constitute a waiver of such right unless otherwise expressly provided herein.

7.07 **Non-Exclusive Remedies.** No remedy or election given by any provision in this Agreement shall be deemed exclusive unless expressly so indicated. Wherever possible, the remedies granted hereunder upon a default of the other party shall be cumulative and in addition to all other remedies at law or equity arising from such event of default, except where otherwise expressly provided.

7.08 **Obligations Surviving Termination of Agreement.** Notwithstanding and prevailing over any contrary term or provision contained in this Agreement, including any early termination rights contained herein, in the event any party hereto exercises any lawful termination rights herein, the following obligations shall survive such termination, unless otherwise specifically discharged as provided in this Agreement: (i) any and all outstanding payment obligations hereunder of any party hereto arising prior to termination; (ii) Virgin's obligation to pay the Virgin Contribution, if applicable; (iii) any and all indemnity obligations hereunder of any party hereto; (iv) the exclusive venue and choice-of-law provisions contained herein; and (v) any other term or provision herein which expressly indicates either that it survives the termination or expiration hereof or is or may be applicable or effective beyond the expiration or permitted early termination hereof.

ARTICLE VIII
Notices

8.01 **Notices.** All notices, demands, and requests which may or are required to be given under this Agreement shall be provided in writing, delivered by personal service, registered or certified U.S. Mail, express carrier (e.g., FedEx or UPS), or electronic mail (but only if confirmation of receipt is received from the intended recipient of the notice). Any notice given pursuant to this Agreement shall be deemed given when received. Any actions required to be taken under this Agreement which become due on a date that is a Saturday, Sunday, or legal holiday under the laws of the United States of America, Florida, or the County, shall be deemed to be timely performed when taken on the succeeding day thereafter which is not a Saturday, Sunday, or legal holiday under the laws of the United States of America, Florida, or the County.

For County:	Miami-Dade Seaport Department 1015 North America Way Miami, Florida 33132-2081 Telephone: 305-371-7678 Facsimile: 305-347-4852 Attention: Port Director and Deputy Director
With a copy to:	Miami-Dade County Attorney's Office Stephen P. Clark Center 111 Northwest 1st Street, Suite 2810 Miami, Florida 33128 Telephone: 305-375-5151 Attention: Miguel A. Gonzalez, Assistant County Attorney
For Virgin:	Virgin Cruises Intermediate Limited 1000 South Pine Island Road, Suite 600 Plantation, Florida 33324 Telephone: 954-591-5787 Attention: Tom McAlpin, Chief Executive Officer Copy to: Jorge Martinez, Vice President, Legal; and Alain Ferzli, Vice President, Finance

ARTICLE IX
Miscellaneous

9.01 **Force Majeure; Inability to Perform.** Except as otherwise expressly provided in this Agreement or any exhibit or schedule incorporated herein or attached hereto, County and Virgin shall not be liable for any failure, delay or interruption in performing their individual obligations hereunder (other than the Virgin Contribution obligations except as limited by Sections 1.04 and 5.07) due to causes or conditions beyond the reasonable control of the County, Virgin, and their agents, employees,

contractors, subcontractors, and guests including, without limitation acts of God, an act of state or war, public emergency, strikes, boycotts, picketing (whether affecting County, Virgin, its contractors or subcontractors), provided that the Party claiming the existence of a force majeure event delivers written notice to the other Party of such event within fifteen (15) calendar days of the commencement of such event. Notwithstanding the foregoing, any potentially excused delays or interruptions in timely satisfying performance or payment obligations hereunder due solely to a timely noticed and properly claimed and bona fide force majeure event shall be temporary, and full and timely satisfaction of all applicable performance and/or payment obligations hereunder shall resume as soon as practicable after the force majeure event precluding proper performance or payment has ended, abated, or subsided to the extent that performance is no longer precluded. By example, if a named hurricane were to materially damage a completed Cruise Terminal V to the extent that such terminal and berth could not be used for cruise vessel loading and unloading operations, and such disability could not be cured for a period of thirty (30) days, then both County's and Virgin's obligations hereunder with respect to such disabled terminal would be temporarily excused for such 30-day period, at the end of which such obligations would immediately and fully resume. If Virgin missed one or more Virgin Contribution or other payments to the County due to a timely noticed and properly asserted force majeure event that precluded Cruise Terminal V vessel operations, a period of time commensurate with the duration that Cruise Terminal V was unavailable for use (due solely to such force majeure event) shall be added to the end of the Term, during which any and all missed or unmade payments to County would be paid and made up by Virgin. Notwithstanding the foregoing, force majeure relief shall not apply to the County to defer or extend the Substantial Completion Date or to prohibit Virgin from seeking relief as set forth in Section 1.04 and Section 1.06 hereof if Cruise Terminal V is not completed by the Substantial Completion Date, nor shall force majeure relief apply during the initial thirty-day period of any force majeure-caused terminal and/or berth disability that (i) does not preclude vessel loading, unloading, and provisioning operations or (ii) if vessel loading and provisioning operations are so precluded, if an alternate Port cruise terminal and/or berth is available (capable of servicing the Virgin Vessel(s) that were scheduled to call the force majeure-disabled terminal) and such alternate Port facility is made available to Virgin in the County's discretion. The Parties acknowledge and agree that a Force Majeure period shall not exceed sixty (60) days in duration. In the event that a Force Majeure event exceeds said 60-day period, the Parties shall proceed in accordance with Section 5.07 (Casualty) herein above. Further, in the event a terminal and/or berth are not available at the Port at any time during the aforementioned 60-day period, Virgin may proceed in accordance with the temporary relocation procedure for the Virgin Vessels set forth in Section 5.07(a) herein above.

9.02 **Amendments.** This Agreement and the Exhibits appended hereto and incorporated herein by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements or understandings between the parties with respect to the subject matter hereof, and no change, modification, or discharge hereof in whole or in part shall be

effective unless such change, modification, or discharge is in writing and signed by the party against whom enforcement of the change, modification, or discharge is sought. In the case of the County, the approval of any such change, modification, or discharge shall require legislative action, unless the Board has delegated authority to approve the subject change, modification, or discharge to the County Mayor or the County Mayor's designee. This Agreement cannot be changed or terminated orally.

9.03 **Assignment.** The term of this Agreement shall inure to the exclusive benefit of Virgin and is binding upon Virgin. Virgin shall not assign or transfer this Agreement, or any rights created under this Agreement, except upon receiving the prior written consent of the County, which consent the County shall not unreasonably withhold. For the purposes of this Agreement, an assignment shall not be deemed to occur upon a bona fide sale or transfer of stock or interest in Virgin. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

9.04 **Lack of Agency Relationship.** Nothing contained herein shall be construed as establishing an agency relationship between the County and Virgin and neither Virgin nor its employees, agents, contractors, subsidiaries, divisions, affiliates or guests shall be deemed agents, instrumentalities, employees, or contractors of the County for any purpose hereunder, and the County, its contractors, agents, and employees shall not be deemed contractors, agents, or employees of Virgin or its subsidiaries, divisions or affiliates.

9.05 **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

9.06 **Applicable Laws; Venue.** Throughout the Term, the Parties shall comply with all Applicable Laws relating to the use and operation of Cruise Terminal V, which Applicable Laws shall include all federal, state, and local laws (including County ordinances and resolutions of general application) and any applicable deed restrictions. This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to any choice-of-laws provisions that would result in the application of the law of any other state or nation. Any dispute arising out of or related to this Agreement shall be adjudicated in a court of competent jurisdiction located within Miami-Dade County, Florida. This provision shall not apply to matters in which exclusive jurisdiction is conferred by law upon the Federal Maritime Commission. In any dispute arising out of or relating to this Agreement, each Party shall be responsible for their own attorneys' fees and costs.

9.07 **Non-Discrimination.** Virgin shall abide by all applicable federal, state, and local mandates with regard to their employment hiring practices, promotions, or use of Cruise Terminal V, or in any other respect; must provide equal access and equal

opportunity in employment and services; and will not discriminate on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity, gender expression, physical ability, or status as a victim of domestic violence, dating violence, or stalking, all in accordance with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et seq.), the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and Chapter 11A of the County Code.

9.08 **Reservation of the County's Sovereign Rights.** It is expressly understood that the County retains all of its sovereign prerogatives and rights under Florida law as applicable with respect to the planning, design, construction, and development of Cruise Terminal V, and shall not be estopped from withholding or refusing to issue approvals of any applications of building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the design, construction and development of Cruise Terminal V referenced herein, and the County is not obligated to grant approvals for any applications for building, zoning, planning or development under present or future laws and regulations of whatever nature.

9.10 **Construction of Agreement.** Any defined term in this Agreement shall be given the meaning assigned to it. An accounting term not otherwise defined has the meaning ordinarily given to it by accountants in accordance with generally accepted accounting principles. Words in the singular include the plural, and words in the plural include the singular. A pronoun in one gender includes and applies to other genders as well. The Parties hereto agree that this Agreement shall not be more strictly construed against either the County or Virgin.

9.11 **Survival of Clauses in Existing Preferential Berthing Rights Agreement.** The following obligations shall survive termination of the Existing Preferential Berthing Rights Agreement and continue in full force and effect until Substantial Completion of Cruise Terminal V is attained by the County: (i) any and all outstanding payment obligations hereunder of any party hereto arising prior to said date; (ii) any and all indemnity obligations of the Parties; (iii) the exclusive venue and choice of law provisions contained therein, and (iv) any other term or provision therein which expressly indicates that it survives the termination or expiration thereof.

9.12 **Authority to Bind.** Each Party represents to the other that this Agreement has been duly authorized, delivered and executed by such Party and constitutes the legal, valid and binding obligation of such party, enforceable in accordance with its terms. The County represents that the execution, delivery and performance by the County of this Agreement complies with all laws, rules, regulations, and orders applicable to the County and that the County has full authority to enter into and perform this Agreement in accordance with its terms.

9.13 **Counterparts.** This Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed

by all parties thereto and all such counterparts together constitute one and the same agreement. For purposes of the preceding sentence, a legible facsimile of a properly executed and delivered counterpart shall be acceptable.

IN ACCEPTANCE WHEREOF, Miami-Dade County and Virgin Cruise Intermediate Limited have set their respective hands as of the date and year appearing by their respective signatures.

Virgin Cruises Intermediate Limited

By: _____

Print: _____

Title: _____

Dated: September ___, 2019.

Attest: _____
Print: _____
Seal:

Miami-Dade County, Florida

By: _____

Print: _____

Title: _____

Dated: September ___, 2019.

By:_____
Assistant County Attorney
As to Form and Legal Sufficiency

ATTEST:
CLERK OF THE BOARD

By: _____
Deputy Clerk

Exhibit A
Design Criteria Package

EXHIBIT B

(Minimum Annual Guarantee)

Term Year	Fiscal Year	Wharfage	Minimum Pax
1	FY2022	$13.52	498,600
2	FY2023	$13.93	498,600
3	FY2024	$14.34	498,600
4	FY2025	$14.77	498,600
5	FY2026	$15.22	498,600
6	FY2027	$15.67	498,600
7	FY2028	$16.14	498,600
8	FY2029	$16.63	498,600
9	FY2030	$17.13	498,600
10	FY2031	$17.64	498,600
11	FY2032	$18.17	498,600
12	FY2033	$18.71	498,600
13	FY2034	$19.28	498,600
14	FY2035	$19.85	498,600
15	FY2036	$20.45	498,600
16	FY2037	$21.06	498,600
17	FY2038	$21.70	498,600
18	FY2039	$22.35	498,600
19	FY2040	$23.02	498,600
20	FY2041	$23.71	498,600
21	FY2042	$24.42	498,600
22	FY2043	$25.15	498,600
23	FY2044	$25.91	498,600
24	FY2045	$26.68	498,600
25	FY2046	$27.48	498,600
26	FY2047	$28.31	498,600
27	FY2048	$29.16	498,600
28	FY2049	$30.03	498,600
29	FY2050	$30.93	498,600
30	FY2051	$31.86	498,600
Opt1-1	FY2052	$32.82	498,600
Opt1-2	FY2053	$33.80	498,600
Opt1-3	FY2054	$34.82	498,600
Opt1-4	FY2055	$35.86	498,600
Opt1-5	FY2056	$36.94	498,600
Opt2-1	FY2057	$38.04	498,600
Opt2-2	FY2058	$39.18	498,600
Opt2-3	FY2059	$40.36	498,600
Opt2-4	FY2060	$41.57	498,600
Opt2-5	FY2061	$42.82	498,600
Exclusive of Dockage, Harbor or other Port Fees			

EXHIBIT C

(Capital Recovery Surcharge)

Year (note1)	Minimum Annual Guaranteed Passenger Movements (note 2)	Rate per Passenger Movement (note 4)	Estimated Allocation to Principal	Estimated Allocation to Interest & Costs	Annual Minimum Payment (note 3)
1	554,000	$8.70	$728,687	$4,091,114	$4,819,800
2	554,000	$8.70	$776,051	$4,043,749	$4,819,800
3	554,000	$8.70	$826,495	$3,993,306	$4,819,800
4	554,000	$8.70	$880,217	$3,939,584	$4,819,800
5	554,000	$8.70	$937,431	$3,882,369	$4,819,800
6	554,000	$8.70	$998,364	$3,821,436	$4,819,800
7	554,000	$8.70	$1,063,258	$3,756,543	$4,819,800
8	554,000	$8.70	$1,132,369	$3,687,431	$4,819,800
9	554,000	$8.70	$1,205,973	$3,613,827	$4,819,800
10	554,000	$8.70	$1,284,362	$3,535,439	$4,819,800
11	554,000	$8.70	$1,367,845	$3,451,955	$4,819,800
12	554,000	$8.70	$1,456,755	$3,363,045	$4,819,800
13	554,000	$8.70	$1,551,444	$3,268,356	$4,819,800
14	554,000	$8.70	$1,652,288	$3,167,512	$4,819,800
15	554,000	$8.70	$1,759,687	$3,060,114	$4,819,800
16	554,000	$8.70	$1,874,066	$2,945,734	$4,819,800
17	554,000	$8.70	$1,995,881	$2,823,920	$4,819,800
18	554,000	$8.70	$2,125,613	$2,694,188	$4,819,800
19	554,000	$8.70	$2,263,778	$2,556,023	$4,819,800
20	554,000	$8.70	$2,410,923	$2,408,877	$4,819,800
21	554,000	$8.70	$2,567,633	$2,252,167	$4,819,800
22	554,000	$8.70	$2,734,529	$2,085,271	$4,819,800
23	554,000	$8.70	$2,912,274	$1,907,527	$4,819,800
24	554,000	$8.70	$3,101,571	$1,718,229	$4,819,800
25	554,000	$8.70	$3,303,174	$1,516,627	$4,819,800
26	554,000	$8.70	$3,517,880	$1,301,920	$4,819,800
27	554,000	$8.70	$3,746,542	$1,073,258	$4,819,800
28	554,000	$8.70	$3,990,067	$829,733	$4,819,800
29	554,000	$8.70	$4,249,422	$570,379	$4,819,800
30	554,000	$8.70	$4,525,634	$294,166	$4,819,800

(note 1) Commencement and Final Years may pro-rated based on commencement date "Substantial Completion"

(note 2) Reimbursement payments due County will be calculated on an annual basis (per Fiscal Year) by multiplying the then-applicable Reimbursement Pax Rate by the greater of (i) the actual number of Virgin's Passenger Movements occurring in such Fiscal Year or (ii) 554,000 Passenger Movements required during such Fiscal Year per Virgin's Minimum Annual Capital Recovery Surcharge Guarantee. Notwithstanding the foregoing Virgin reimbursement payment obligations, the County shall invoice Virgin Cruises for same on a per vessel call basis, and Virgin shall pay each invoice within 30 days of receipt thereof, based on Virgin's actual number of monthly Passenger Movements, subject to annual Port reconciliations and true ups as set forth in the Agreement in the event of any payment shortfalls in any Fiscal Year. Payments include interest and costs at 6.50%

(note 3) Or as adjusted per Agreement including Section 2.06 d.

(note 4) For a final project price of $140 million the Pax Rate will be $7.70, for a Project cost between $140 million and $150 million the Pax Rate will be $8.20, for Project costs exceeding $150 million the Pax Rate will be $8.70

EXHIBIT D

(Termination Payment Schedule)

Termination Payment	
Term Year*	Termination Payment
5	$156,463,896
6	$152,206,642
7	$147,737,666
8	$143,043,207
9	$138,108,608
10	$132,918,261
11	$127,455,540
12	$121,702,743
13	$115,641,014
14	$109,250,272
15	$102,509,133
16	$95,394,819
17	$87,883,075
18	$79,948,068
19	$71,562,285
20	$62,696,426
* At the completion of the applicable year	

EXHIBIT E
(Sample Invoice)

PORTMIAMI

Invoice No. YYYY - ####

DATE mm/dd/yyy

Port of Miami
1015 N. America Way, 2nd Floor
Miami, FL 33132-2081
T 305-371-7678 F 305-329-4057
www.miamidade.gov/portofmiami

www.miamidade.gov

INVOICE

BILL TO:	BERTH ASSIGNMENT	
VIRGIN CRUISES INTERMEDIATE LIMITED	SHIPLINE:	VIRGIN CRUISES INTERMEDIATE LIMITED
5 ROUNDWOOD AVENUE	VESSEL NAME	NAME
STOCKLEY PARK	VESSEL CALL SIGN:	#AAA#
UXBRIDGE, UNITED KINGDOM UB11 1AF	ARRIVAL DATE:	MM/DD/YYY

TARIFF	DESCRIPTION	DAYS	BILLING INQUIRY			UNIT	RATE	AMOUNT
			IN	OUT	TOTAL		($/UNIT)	($)
####	DOCKAGE	1			98,000.00	GRT	0.390	38,220.00
####	WHARFAGE, PASSENGER	ea.	2,770.00	2,770.00	5,540.00	PSG	12.740	70,579.60
CRS	CAPITAL RECOVERY FEE, PASSENGER	ea.	2,770.00	2,770.00	5,540.00	PSG	8.700	48,198.00
707.02	HARBOR FEE	1				FFE	525.000	525.00
							TOTAL	$157,522.60

EXHIBIT F

(County Funded Improvements)

County Funded Improvements that are Excluded from the Project Budget	
FFE	$ 1,000,000
CBP and PBB	$ 5,700,000
*Seagrass Mitigation**	*$ 5,000,000*
Relocation of C3	*$ 3,500,000*
TOTAL	*$ 15,200,000*
**Final Scope for Environmental Mitigation to be determined through permit process*	

EXHIBIT "A"

Note:

Exhibit "A" includes the Design Criteria Package as originally submitted to the Potential Bidders on May 8th, 2019. The Exhibit also includes the subsequent (9) nine Addendums issued during the RFI period. Minor adjustments to the Design Criteria Package are currently being developed during the Negotiation Process with the No. 1 ranked Design-Build Firm and shall be included as part of the Awarded Contract.

PORTMIAMI

MIAMI-DADE COUNTY

Delivering Excellence Every Day

REQUEST FOR DESIGN-BUILD SERVICES (RDBS)

FOR

CRUISE TERMINAL H PROGRAM

PORTMIAMI

MIAMI-DADE COUNTY, FLORIDA

CONTRACT NO. DB18-SEA-01

PROJECT MANUAL

VOLUME II

DESIGN CRITERIA DOCUMENT

06 MAY 2019

JACOBS®

3150 SW 38th Avenue, Suite 700

Miami, FL 33146

EB0000072 AAC001992 LC26000188

Jacobs Project No. D3132000

In association with:

bc architects

4942 S. LeJeune Road,
Suite 200
Coral Gables, FL 33146

Automated Port Solutions
Physical Security and Operations Technology Consultant
5727 NW 7 St. Suite 286
Miami, FL. 33126

WITH

SNC·LAVALIN

ATKINS
Member of the SNC-Lavalin Group

800 Waterford Way, Suite 700
Miami, FL 33126

- PortMiami design consultant, developer of Berth and Dredging Improvements and Waterfront Permit Application

ARQUITECTONICA

2900 Oak Avenue
Miami, FL 33133

- Virgin Voyages design consultant/architect, developer of the Schematic Design Intent Architectural Drawings, Interior Designs, Site Layouts, and other elements to convey the Look & Feel requirements.
  - Floorplans
  - Renderings
  - Elevations
  - Landscaping and Hardscaping
  - Site Plans
  - Sections and Details
  - Finishes
  - Lighting
  - Signage
  - Furnishing, Fixtures & Equipment

This document has been signed and sealed on 06 May 2019
A copy of the signed and sealed document is maintained at the office of the Owner and the A/EOR.
Printed copies of this document are not considered signed and sealed.

RAYMOND L. COX
LICENSE
No 34212
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
06 May 2019

Raymond L. Cox
Jacobs Engineering Group
Florida Professional Engineer No. 34212
Exp. 28 February 2021

Areas of Responsibility

- Project Engineer and Editor
- Part 1, Introduction
- Part 2, General Requirements
- Part 4, Pedestrian Walkway
- Part 5, Site Improvements
- Part 6, Waterfront
- Part 7, Structural Systems

This document has been signed and sealed on 06 May 2019
A copy of the signed and sealed document is maintained at the office of the Owner and the A/EOR.
Printed copies of this document are not considered signed and sealed.

GREGORY SCOTT HINTE
LICENSE
No 75691
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

5/6/19

Gregory Scott Hinte
Jacobs
Florida Professional Engineer No. 75691
Exp. 28 February 2021

Areas of Responsibility

- Part 7, Mechanical
- Part 7, Plumbing
- Part 7, Domestic Water
- Part 7, Fire Protection

This document has been signed and sealed on 06 May 2019
A copy of the signed and sealed document is maintained at the office of the Owner and the A/EOR.
Printed copies of this document are not considered signed and sealed.

LAURA ANNE GLASER
LICENSE
No. 66457
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
5/6/19

Laura Anne Glaser
Jacobs
Florida Professional Engineer No. 66457
Exp. 28 February 2021

Areas of Responsiblity

- Part 7, Electrical
- Part 7, Telecommunication
- Part 7, Security

This document has been signed and sealed on 06 May 2019
A copy of the signed and sealed document is maintained at the office of the Owner and the A/EOR.
Printed copies of this document are not considered signed and sealed.

Vanessa A. Jimenez
BC Architects
Florida Registered Architect No. AR94684
Exp. 28 February 2021

Areas of Responsibility

- Part 3, Terminal
- Part 7, Architectural

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ABBREVIATIONS AND ACRONYMS

A/EOR	Architect / Engineer of Record
A/E	Architectural and Engineering
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of Highway Transportation Officials
ACS	Access Control System
ADA	Americans with Disabilities Act
ADIT	Alien Documentation, Identification, & Telecommunication
AHC	Architectural Hardware Consultant
AHJ	Authority Having Jurisdiction
AHU	Air Handling Unit
AIA	American Institute of Architects
AHRI	Air-Conditioning, Heating and Refrigeration Institute
ANSI	American National Standards Institute
APD	Air Pressure Drop
APHIS	Animal and Plant Health Inspection Service
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing Materials
ATO	Automatic Throw Over switchgear
ATS	Automatic Transfer Switch
A/V	Audio/Visual
AWI	Architectural Woodwork Institute
BCCO	Building Code Compliance Office
BHMA	Builders Hardware Manufacturers Association
BIM	Building Information Modeling
BMS	Building Management System
CADD or CAD	Computer Aided Design/Drafting
CBP	U.S. Customs and Border Protection
CCC	CBP Coordination Center
CCTV	Closed-circuit Television

ABBREVIATIONS AND ACRONYMS

CDW	Concept Design Workshop
CEI	Construction Engineering and Inspection
CMU	Concrete Masonry Unit
CO	Certificate of Occupancy
CQCP	Construction Quality Control Plan
CPM	Critical Path Method
CSI	Construction Specifications Institute
CTR	Counter-Terrorism Response
CXA	Commissioning Agent, Commissioner
D-B	Design-Build
D-Br	Design-Builder
DCD	Design Criteria Document
DDC	Direct Digital Control
DCOF	Dynamic Coefficient of Friction
DERM	Miami-Dade County Department of Environmental Resources Management
DOR	Designer of Record
DQMP	Design Quality Management Plan
DTPW	Miami-Dade County Department of Transportation and Public Works
DWT	Deadweight tonnage
EMT	Electrical Metallic Tubing
ESS	Electronic Security System
FAA	Federal Aviation Administration
FAC or F.A.C.	Florida Administrative Code
FBC	Florida Building Code
FDC	Fire Department Connection
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FM	Factory Mutual

ABBREVIATIONS AND ACRONYMS

FPL	Florida Power & Light
FPM	Feet Per Minute
FSO	Facility Security Officer
FSP	Facility Security Plan
GBRS	Green Building Rating System
GFCI	Ground Fault Circuit Interrupter
GPM	Gallon per Minute
GRT	Gross Register Tonnage
GTA	Ground Transportation Area
HCM	Highway Capacity Manual
HP	Horse Power
HVAC	Heating, Ventilation and Air-Conditioning
HVHZ	High Velocity Hurricane Zone
IDS	Intrusion Detection System
ISD	Internal Services Department of Miami-Dade County
IES	Illuminating Engineering Society
IPLV	Integrated Point Load Value
IPTV	Internet Protocol Television
ISD	Miami-Dade County Internal Services Department
ITD	Miami-Dade County IT Department
KIP	1,000 pounds
LAN	Local Area Network
LBNL	Lawrence Berkeley National Laboratory
LED	Light Emitting Diode
LEED	Leadership in Energy and Environmental Design
LOA	Length Overall
LOW	Lowest Observed Water
LPD	Lighting Power Density
MAX	Maximum
MDFD	Miami-Dade Fire Department

ABBREVIATIONS AND ACRONYMS

MDPD	Miami-Dade Police Department
MEOR	Mechanical Engineer of Record
MERV	Minimum Efficiency Reporting Value
M/E/P or MEP	Mechanical/Electrical/Plumbing
MHHW	Mean Highest High Water
MHW	Mean High Water
MIN	Minimum
MLLW	Mean Lowest Low Water
MLW	Mean Low Water
MOT	Maintenance of Traffic
MOW	Maximum Observed Water
MSL	Mean Sea Level
mT or mTon	Metric Ton equivalent to 1,000 kilograms = 2,204.6 pounds
MTSA	Maritime Transportation Security Act
MUTCD	Manual on Uniform Traffic Control Devices
NAD83	North American Datum of 1983
NAP	Network Access Point
NAS	Network Analysis System
NC	Noise Criterion
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NFRC	National Fenestration Rating Council
NGVD29	National Geodetic Vertical Datum of 1929
NIC	Not in Contract
NMFS	National Marine Fisheries Services
NOA	Notice of Acceptance
NOAA	National Oceanic and Atmospheric Administration
NPLV	Non-standard Part Load Value
NTP	Notice to Proceed

ABBREVIATIONS AND ACRONYMS

OES	Miami-Dade County Office of Elevator Safety
OFW	Outstanding Florida Water
O&M	Operations and Maintenance
OSP	Outside Plant
PAX	Passenger
PBB	Passenger Boarding Bridge
PBJ	Passenger Boarding Jetway
PIANC	Permanent International Association of Navigation Congresses
PMC	Personal Motor Coach
PM or POM	PortMiami
POE	Ports of Entry
POV	Privately-Owned Vehicles
PPA	CBP Primary Processing Area
PPL	CBP Primary Processing Lanes
PROWAG	Public Right of Way Accessibility Guidelines
PSIM	Physical Security Information Management system
PSF	Pounds per Square Foot
PTZ	Pan, Tilt, Zoom
QAE	Quality Assurance Engineering
RCC	Remote Command Center
RER	Miami-Dade County Department Regulatory and Economic Resources
RDBS	Request for Design Build Services
SA/RA	Secured Area/Restricted Area
SCS	Sterile Corridor System
SF	Square Foot
SFWMD	South Florida Water Management District
SPA	CBP Secondary Processing Area
SSHBC	FDOT Standard Specifications for Highway and Bridge Construction
STC	Sound Transmission Class
SWMP	Stormwater Management Plan

ABBREVIATIONS AND ACRONYMS

TBD	To Be Determined
TCO	Temporary Certificate of Occupancy
TNE	Transportation Network Entities (e.g. Urber, Lyft, etc.)
UPS	Uninterruptible Power Supply
USACOE	U. S. Army Corp of Engineers
USCG	U.S. Coast Guard
USFWS	U. S. Fish and Wildlife Services
USGBC	U.S. Green Building Council
US-VISIT	U.S. Visitor and Immigration Status Indicator Technology
VAV	Variable Air Volume
VSS	Video Surveillance System
VV	Virgin Voyages
WAP	Wireless Access Point or Wireless Application Protocol
WASD	Miami-Dade County Water and Sewer Department
Wi-Fi	Wireless LAN

Additional abbreviations and acronyms may be found in other Volumes and Sections.

END OF ABBREVIATIONS AND ACRONYMS

DEFINED TERMS

A-Pass	Device used by passenger during their cruise holiday as identification and for on-board cruise related purchasing.
Applicable Laws	(1) Any Federal, State, County, or local law, statute, code, tariff, or regulation, including without limitations, PortMiami Tarif No. 010; (2) Any formally adopted and generally applicable rule, requirements, determination, standard, policy or other order of any Governmental Authority having jurisdiction.
Apron area	Area between the terminal building and the face of the berth or wharf.
Attachment(s)	Document(s) provided to the D/B that are considered part of the Contract.
Baggage Bin / Cage / Cart	Container used to collect passenger luggage prior to embarkation for transfer to the cruise ship. Also used during disembarkation for transfer of luggage from the ship to the terminal baggage claim area or conveyor.
Beam / Breath	The extreme width of a ship at its widest part, at or near the waterline.
Beam, max	The extreme width of the ship at its widest part.
Berth	A designated location in the Port used for mooring vessels when they are not at sea.
Berthing Area	The designated area along the length of wharf, south of the southern boundary of the federal channel and north of the bulkhead cap, running east-west along the length of the wharf.
Boarding Corridor / Concourse / Mezzanine	Part of the terminal building from which the passengers board and debark from the ship
Boarding Pass / APass ID	Issued at time of check-in, enabling the passenger to board the cruise ship.
Bollard	A vertical projection from the wharf to which a mooring line is tied.
Building Information Modeling	A process involving the generation and management of digital representation of physical and functional characteristics of facilities and places.
Business Day	Any day of the week, exclusive of Saturdays, Sundays, and legal holidays, during which business is carried out in the ordinary course in Miami, Florida.
Canopy	Overhead roof or structure which a fabric or metal covering is attached to provide shade and shelter from weather.
Capacity, max, passenger	The maximum number of passenger allowed to be carried on a cruise ship.
Capacity, passenger	The number of lower beds on a cruise ship, often referred to as the double-berth capacity, assuming 2 passengers per cabin.

DEFINED TERMS

Class	A group of vessels built to the same, or virtually the same design.
County	Miami-Dade County, a political subdivision of the State of Florida
County Code	County Code of Ordinances of Miami-Dade County, Florida
Crew	Expression used loosely to describe the people working on a vessel.
Cruise Line	Company that operates cruise ships.
Cruise Operations	The operation of cruise vessels, including the navigation of such vessels on navigable waters, the docking and berthing of such vessels at a Cruise Terminal, and the embarking and disembarking of passengers from said vessels at the Cruise Terminal.
Cruise Ship	A ship used primary of cruises. See Vessel.
Cruise Terminal	Building where passengers embark, disembark, to/from a cruise ship. Term often used to include the associated parking garage, provisioning staging area, ground transportation area, berth, and all common areas including roads, sidewalks and curbs, lighting and landscaping.
Days	Calender Day, unless otherwise noted.
Deadweight Tonnage	Carrying capacity of a ship expressed in terms of weight (metric ton). It is the difference between an empty ship in normal operating condition and the same vessel with a full cargo.
Design-Build	A project delivery system used in the construction industry, in which the design and construction services are contracted by a single entity known as the Design-Builder. The Design/Build system relies on a single point of responsibility contract and is used to minimize risks for the project owner and to reduce the delivery schedule by overlapping the design phase and construction phase of a project. D/B with its single point responsibility carries the clearest contractual remedies for the clients because the D/B contractor will be responsible for all of the work on the project, regardless of the nature of the fault.
Design-Builder	The entity Contracted by the Owner, to prepare the design, permit, and construct the project. The Design-Builder typically consist of a general contractor (lead) with architects and engineers that are retained directly by the Contractor to prepare the design/construction documents. Synonymous with "Contractor".
Debarkation / Disembarkation	The process of passengers and/or crew leaving a vessel for the last time during the final day of the cruise.
Draft	The depth of water required by a vessel to float. Distance from the waterline to the lowest point of the keel of a vessel.
Embarkation	The process of passengers and/or crew going aboard a vessel for the first time during the initial day of the cruise.

DEFINED TERMS

Environmental Permits	The Permits and Approvals issued by any Governmental Authority in connection with the environmental conditions of the Project or the conservations of marine or other wildlife on or about the Project site.
Fender	Bumper used to absorb the kinetic energy of a vessel during berthing. Fenders are typically manufactured out of rubber, foam elastomer or plastic.
Forklift	Powered industrial truck used to lift and move materials short distances.
Gangway	Narrow walkway used by passengers and crew to board a ship. In most ports, there will generally be a separate gangway for crew.
Governmental Authority	The government of Florida, Miami-Dade County, and the United States of America, or any department thereof.
Gross Registered Tonnage	Unitless measure of a ship's volume. In general terms, equals one hundred cubic feet (2.83 m^3) of enclosed space.
Ground Transportation Area	Space next to the terminal building to provide all transportation modes for the embarkation and disembarkation of passengers.
Home port	The port at which a cruise ship starts/ends its voyage.
Length Overall	Total length of vessel.
Lower bed/berth	Number of passenger beds on a cruise ship calculated in accordance with the industry practice, by multiplying the number of passenger beds by two per cabin.
May	The term indicate a direction or requirement that is beneficial to PortMiami but is not mandatory; or presents options for selection.
Meet and Greet	Space for passengers inside a terminal building to gather and meet others, outside of the secured perimeter.
Must	The term indicates a mandatory directior or requirement.
Overhanging Deck	Deck extending beyond the sides of the ship. May also include overhanging lifeboats.
Owner	Miami-Dade County
Parking Garage	Structured multi-tier parking facility.
Passenger Boarding Bridge	High quality mobile elevating boarding equipment for moving passengers to/from the Cruise Terminal from/to the vessel, and all associated systems, controls, lifts, and equipment needed for their use, including without limitation, HVAC system, and safety and backup equipment and systems.
Passenger Move	Each passenger embark and each passenger debark from a vessel at the Cruise Terminal B Complex.
Plans	All architectural plans, engineering plans, renderings, sketches, surveys or similar instruments necessary to obtain Permits and Approvals.

DEFINED TERMS

PortMiami	Governing and administrative agency, a part of Miami-Dade County. Dante B. Fascell Port of Miami-Dade County, Florida.
Port of Call	A port that is visited by the Cruise during a typical voyage. New passengers are not typically checked-in or out at these ports.
Privately Owned Vehicle	Privately-Owned Vehicles, Taxis/Limos, Vans, Transportation Network Entities (TNEs) [e.g. Uber, Lyft]) and other ground transportation vehicles other than Buses/Coaches.
Project	Cruise Terminal B Complex which consists of a Cruise Terminal, Parking Garage, Site Improvements, Provisioning Staging Area, and waterfront improvements as defined in the Design Criteria Document.
Provisions Staging Area	Provisions staging and loading area located at the Cruise Terminal B Complex.
Reference(s)	Document(s) provide to the D/B for use in preparing their Bid and Design. The documents are for information only, and the use or reliance on such is at the discretion and risk of the D/B.
Seaport	See PortMiami
Shall	The term indicates a mandatory direction or requirement.
Should	The term indicates a strongly preferred but not mandatory direction or requirement.
Specifications	Applicable specifications for the design, development, or construction of the applicable portions of the work.
Stakeholder	A group, organization, member, or system that affects or can be affected by an organization's actions.
Sterile Corridor	Per the CBP standards, Sterile corridors lead passengers and crew to the Primary Passenger Processing Area and assure that no one has physical contact with other types of passengers, the general public, or Transportation Line and POE employees not authorized by CBP. Only CBP personnel or personnel with CBP authorization are permitted in the Sterile Corridor System (SCS) during international arrivals. Arriving passengers proceed through a sterile corridor to the arrivals hall of CBP Primary Passenger Processing Area.
Ticketing/Check-in	Process that enables passengers to check-in themselves and their luggage onto a cruise and obtain a boarding pass.
Turn around port	See Home Port
Units of Measurement	U.S. Customary units: Feet, Inches, Pounds
Vehicle	See Privately Owned Vehicle

DEFINED TERMS

Vessel	A cruise line vessel that berths at PortMiami from time to time.
Working Day	See Business Day

Additional terms may be found in other Volumes and Sections.

END OF DEFINED TERMS

INTRODUCTION

Professional architectural, engineering and construction services are required for the **Cruise Terminal H Program** (the "Project"). PortMiami has prepared this Design Criteria Document (DCD) to present the details and requirements for the Project. The DCD includes detailed performance and prescriptive requirements, Attachments, and Reference Documents. The new Cruise Terminal H Program is to include a multi-level state of the art Cruise Terminal Building, a new pedestrian walkway/bridge linking the terminal and the existing parking Garage, a new bulkhead, mooring structure, and other waterside improvements to accommodate berthing of cruise ships, ship's provisioning services, connection to PortMiami roadways, and site improvements. While the Passenger Boarding Bridge is not part of this contract, the supporting runways and service connections are included in this Request for Design-Build Services (RDBS). The Cruise Terminal will primarily serve Virgin Voyages (VV) with vessels with up to 3,000 guests/passengers. Other cruise lines may also utilize the terminal.

The site improvements are expected to include the development and coordination of all vehicular entry and exits to the Cruise Terminal H Program from the adjacent circulation roadway system (North Cruise Boulevard and South America Way). The Ground Transportation Area (GTA) is expected to serve the buses, taxis, ride share, and personal vehicles for guest drop-off/pick-up. Additionally, the site improvements shall include a sidewalk and curb ramp on the west side of Garage G, the removal and construction of a new security access gate, vehicular berth access for ship's service and provisioning vehicles, drainage, and ancillary services required for the function of the complex and vessel berthing. Wayfinding signage, pavement markings, and landscaping shall be included. Potable and fire protection water, drainage, sewage, electrical power, telecommunication, and other utilities and services shall be provided. The demolition of various existing features may be required in order to construct all components of the work as described in this RDBS. All operational requirements shall be designed and constructed as part of the site boundary and construction limits for the Project.

The waterside improvements shall include dredging of the berth and a section of the Atlantic Intracoastal Waterway (AIW), the construction of a new bulkhead wall system and new apron, the construction of a mooring dolphin structure with a catwalk system to extend the berth, construction of water stations to support ship services, mooring and high wind bollards. The supporting PBB runways, tie downs, and power / data / communication supply shall be designed and constructed by the Design-Builder (D-Br).

The cruise terminal, pedestrian walkway/bridge, and site roadways include wayfinding, Audio Visual/IT messaging, terminal wide paging system, multi-line vessel connections, guest check-in/ticketing, and other technologies to assist in guest flow during embarkation/disembarkation operations.

The entire scope of work shall be conducted within an operationally active and secured area. Design and construction services rendered by the Design-Builder are intended to result in a complete, functional, and operable state of the art Cruise Terminal, multi-terminal (Cruise Terminal H and Cruise Terminal G) provisioning facilities, and ancillary facilities. The selected Design-Builder shall complete the scope of work by the dates included in the RDBS. All work shall include the associated surveying, subsurface locates for the existing bulkhead wall system (tie-backs, anchors, anchor wall), subsurface utility locates, utility adjustments/new utility service, coordination with the Utility Agency Owners, geotechnical investigations and engineering, architecture and engineering design, preparation of contract documents including drawings, calculations, and technical specifications, preparation and approval of shop drawings, permitting, construction, LEED **GOLD** certification, coordination and

accommodation of Art in Public Places, testing and commissioning for a completed and fully operational cruise terminal complex.

The selected Design-Builder will be responsible for the complete design, permitting, construction, commissioning, and closeout of the Cruise Terminal Complex. The Design-Builder responsibilities include the preparation of complete, signed and sealed Construction Documents, which shall comply with all codes, regulatory requirements, permits, and meet the requirements of PortMiami and Virgin Voyages. The construction documents shall include a detailed design; preparation of Plans and Specifications Package for all items and areas of work, permitting, and incidentals to construct the Project. The Design-Builder will be responsible for obtaining all applicable permits and approvals required for construction. The Design-Builder shall be responsible for certification of the Work and preparation, review and approval of shop drawings and other construction submittals. The Design-Builder shall also be responsible for the preparation of signed and sealed Record Documents (As-built Plans).

The Project construction shall include furnishing all labor, equipment, materials, testing, construction quality control, with final acceptance by PortMiami of the Project components.

The Design-Builder will be responsible for the coordination with multiple agencies, including but not limited to Miami-Dade County Seaport Department (PortMiami), Miami-Dade County Department of Regulatory and Economic Resources (RER), Miami-Dade County Water and Sewer Department (WASD), Miami-Dade County Internal Services Department (ISD), Miami-Dade County Office of Elevator Safety, Miami-Dade County Office of Resiliency, AT&T, Florida Power and Light (FPL), and the U.S. Customs and Border Protection (CBP). The Design-Builder shall coordinate with Federal agencies such as CBP and the U.S. Coast Guard solely through PortMiami Authorized Representatives. The D-Br will also be responsible for meeting the Virgin Voyages Basis of Design and Architectural Design intent requirements.

DESIGN OBJECTIVES

The new Cruise Terminal H Program design and construction shall:

1. Deliver a cruise terminal that reflects PortMiami and Virgin Voyage's aspiration as set out in the Architectural Design Intent documentation, respecting the circulation and flows established, accurately reflecting the architectural look and feel of the design proposal and delivering on the quality of the design and construction specifications.
2. Building on the Terminal design incorporating, low maintenance, sustainable materials, and use diversity of massing, material, texture, color, and scale to create a sequence of experiences.
3. Meet schedule, budget, and quality goals while projecting an image befitting Miami as the Cruise Capital of the World and a major tourist destination;
4. Reflect creative and innovative design and construction techniques, tempered by specific maintenance and life-cycle consideration;
5. Function in an efficient manner, providing the appropriate levels of differentiation of space and support required for pedestrian and vehicle flows, as well as operational and security functions;
6. Promote the efficient and effective implementation of access control and accountability measures for vehicles, personnel, passenger luggage, and vessels provisioning commensurate with the operational security requirements at each maritime security level;

7. Have built-in flexibility to accommodate different types and sizes of cruise vessels, as well as future change in organizational and departmental work processes;
8. Integrate innovative "green features" that reinforce local context and natural site relationships, and technologies that enable the terminal to attain "**GOLD**" or higher-level rating under the Leadership in Energy and Environmental Design (LEED) New Construction Green Building Rating System (GBRS); and
9. Coordinate and incorporate Art in Public Places features.
10. The Project shall be designed and constructed in accordance with expected sea level rise projections during its anticipated useful life, using regionally consistent unified sea level rise projections.
11. Comply with all applicable codes, guidelines, and ordinances for County, State, and Federal Authorities, along with all permitting requirements and conditions.

SCOPE OF SERVICES

The Scope of Services included herein have been provided so that the Design-Builder responses can be provided using a common base and is intended to convey the Owner's requirements for Design and Construction of the Project. Services for this Agreement shall include, but not limited to, the list below. For specific information and requirement, see the various sections within this RDBS.

1) **Site Preparation, Demolition and Removal of Existing Improvements:** Removal and disposal of the following existing structures and improvements:
   a) Existing terminal building;
   b) Existing tent structure;
   c) Existing pavement;
   d) Existing Landscaping;
   e) Existing fountain;
   f) Existing Roadways, sidewalks, and Parking Lots;
   g) Existing Fences;
   h) Existing Bulkhead Cap;
   i) Existing apron;
   j) Existing Mooring Bollards and fenders;
   k) Existing Vehicle access gates (gate arms, barriers, booth, etc.);
   l) Existing utilities: electric, communication, sanitary sewer, water lines, including ship's water stations.
2) **Temporary Provisioning and Waterfront Access Facilities**
   a) Modification and relocation of Cruise Terminal G provisioning tent;
   b) Temporary lighting to support provisioning operation;

c) Relocation of existing crew gate and associated structures;

d) Repurpose of South America Way westernmost lane for temporary provisioning vehicle access;

e) Relocation of existing fire hydrant;

f) Temporary pavement to support provisioning operation;

g) Removal of existing curbs, ancillary structures and landscaping;

h) Installation of temporary provisioning gate.

3) **Site Improvements**

a) Intermodal drop-off/pick-up for buses, taxis, limousines, privately owned vehicles (POV), ride share, and PMCs;

b) Traffic circulations about the site;

c) Entry and exits to the adjacent PortMiami roadways;

d) Utility Infrastructure;

e) Electrical Service/Transformers/Vaults;

f) Backup Generators;

g) Trash bins / Recycling Area;

h) Utility Service points;

i) Potable Water;

j) Fire Suppression Water;

k) Sanitary Sewer;

l) Telecommunication, Data, Security;

m) Ship's Services and Provisioning, Access and Circulation;

n) Wayfinding signage, roadway signage, and pavement marking;

o) Site IT/AV;

p) Perimeter Security and access control points;

q) Site Lighting;

r) Landscaping with irrigation;

s) Storm water Drainage;

t) Entry/exit connection to North Cruise Boulevard and South America Way;

u) Areas of "Egress Discharge";

v) Security fencing, with security gates and barriers;

w) Access Points to Waterside.

4) **Cruise Terminal H**

a) Curb-side baggage check-in and security screening;

b) Baggage conveyors (ground level and elevated);

c) Entrance and passenger security screening, including infrastructure to support security devices and calculated flow direction and volume;

d) Embarkation / check-in counters;

e) VIP areas;

f) Elevated Terrace/Garden;

g) Passenger Boarding Bridge concourse;

h) Baggage Claim / Handling and CBP passenger queuing;

i) U. S. Custom and Border Protection (CBP), Primary and Secondary Inspection Areas;

j) CBP Bio-metric System;

k) Offices with support spaces and storage;

l) Police and Fire Department space, shell and services only;

m) Crew / Staff check-in/security screening, and crew lounge;

n) Vertical/horizontal circulation (elevators, stairs, escalators, ramps, baggage conveyors, etc.);

o) Restrooms, including exterior access restrooms outside the Secured Area;

p) Storage and janitorial rooms;

q) Warming Kitchen and Pantry;

r) Security and access control;

s) Telecommunications / Audio Visual / IT controls, Network Access Points (NAP), Multi-Vessel Systems, and dedicated rooms;

t) Uninterruptible Power Supply (UPS);

u) Terminal / Complex wide paging system;

v) Mechanical (HVAC) / Electrical Rooms and other ancillary spaces (i.e. backup generator room);

w) Waterside security screening for employees/crew access with calculated flow direction and volume;

x) Exterior canopies and/or shade/weather structures over drop-off/pick-up zones and guest walkways;

y) Wayfinding and signage;

z) Service connection at terminal for PBB (electrical power, data connectivity, etc.);

aa) Life Safety and Fire Suppression Systems;

bb) Building Management System;

cc) Coordinating with Art in Public Places installations;

dd) All fixed seating in the interior or exterior spaces;

ee) All millwork.

ff) All fixtures and equipment required for the proper servicing/support of the terminal activities including the following:

i) Vending machines (supplied by others), if required, in the 3rd level holding area;

ii) Kitchen and pantry equipment (TBD) for the 2nd and 3rd level pantry and finishing kitchen;

iii) Lockers and kitchen and island bar in the crew lounge;

iv) Enabling the installation of security screening machines (supplied and installed by others) by providing power and data outlets as required;

v) Lighting and entertainment system including audio and DJ facilities;

vi) Extensive indoor and outdoor plantings including many mature palm trees with supporting irrigation systems.

5) **Pedestrian Walkway / Bridge and Existing Garage Modifications**

a) New overhead pedestrian walkway/bridge with support structure, connected to the existing parking garage structure;

b) Fire and Life Safety considerations;

c) Lighting;

d) Surveillance;

e) Wayfinding signage;

f) Sidewalks and curb ramps;

g) Modifications to existing garage parking spaces.

6) **Waterside Improvements**

a) New Bulkhead wall system including backfill;

b) Potable water ship's filling stations;

c) Fire Hydrants

d) Utility Adjustments/Improvements;

e) Mooring Dolphin with bollards and catwalks;

f) Mooring bollards and Fenders;

g) Passenger Boarding Bridge runways;

h) Apron slab/pavement;

i) Raised walkways and ramps;

j) Storm Water Drainage;

k) Areas of "Egress Discharge";

l) Dredging of berth and portion of Atlantic Intercoastal Waterway.

7) **Architectural/Engineering, Design Development**

a) Surveying (topographic and hydrographic);

b) Underground location survey of existing bulkhead tie rods and anchor wall;

c) Geotechnical Investigation, testing, and engineering;

d) Subsurface Utility Locate Service;

e) Permitting;

f) Coordination and facilitate the implementation of Art in Public Places;

g) LEED **GOLD**.

8) **Construction**

a) Surveys;

b) Quality Control and Quality Assurance;

c) Materials Testing;

d) Construction engineering and inspections;

e) Cost Estimating and Scheduling;

f) Monitoring of existing structures, vibration and settlement;

g) LEED commissioning;

h) Special Inspections/Threshold Inspections;

i) A/EOR Certifications of Completion;

j) Commissioning;

k) Certificates of Occupancy and Use;

l) Project Closeout.

Inclusive of all other planning, design, coordination, construction activities, and services as required to provide a complete Cruise Terminal H Program Project compatible with the long-term development of the PortMiami Cruise facilities.

END OF INTRODUCTION

PART 1. GENERAL REQUIREMENTS

1.1. DESIGN AND CONSTRUCTION CRITERIA

1.1.1. The Design-Builder shall be responsible for developing a set of final Contract Documents as described in the Request for Design Build Services (RDBS) and the Design Criteria Documents (DCD). The Design-Builder shall become familiar with all the documents presented in this RDBS. Architectural Design Intent (Schematic) Drawings have been included along with other documents in the Attachments and Reference Documents which provide additional details and information related to the Project.

1.1.2. The Architectural Design Intent Drawings included in the Attachments shall be considered as the Basis of Design of the DCD to demonstrate the intent of the design criteria for the Project. Additional Design Intent drawings (Renderings, site layout, landscape, finishes, lighting, details, and signage have been included in the Reference Documents to further convey the expectations of PortMiami and Virgin Voyages on the Look and Feel of the Cruise Terminal H Program.

1.1.3. The Design-Builder is to develop solutions in conformance with the written Design Criteria Documents and the attached Architectural Design Intent Drawings. The final design shall adhere as closely as possible to the site layout, landscaping plans, floor plans, elevations, overall building sections and the *Look and Feel* of the Terminal Building and Site Improvements. Any deviations from such shall be clearly indicated and approved by PortMiami and their Architectural consultant prior to implementation.

1.1.4. The Architectural Reference Document shall be considered as PortMiami and Virgin Voyages intent for the exterior and interior aesthetics of the Cruise Terminal H Program. The renderings shall be the standard and expectation for the terminal and shall be used in conjunction with the DCD. Any deviations from such shall be clearly indicated and approved by PortMiami prior to implementation.

1.1.5. The design shall be prepared in accordance with all applicable regulations, codes, manuals and guidelines (latest editions), and as per the construction milestones provided in the Agreement and this document. Plans shall be accurate, legible, and complete in design, and furnished in reproducible form, size, and material acceptable to PortMiami.

1.1.6. The Design-Builder shall have Florida Licensed Professional Architects and Engineers sign and seal all plans, specifications, calculations, Record Documents, and reports, and shall perform all professional requirements of the Architect of Record (AOR) and Engineer of Record (EOR).

1.1.7. Before construction activities may begin for a specific component, signed and sealed design plans and calculations supporting the design for that component must be submitted to PortMiami for review. After approval by PortMiami, the D-Br shall obtain appropriate permits from the Miami-Dade County Department of Regulatory and Economic Resources (RER) before any construction work can begin.

1.1.7.1. Component or construction package submittals shall be complete submittals along with all the supporting information necessary for review. The work must represent logical work activities and must show impacts on subsequent work on this Project. Any modification to the component construction due to subsequent design changes as the result of design development is solely the Design-Builder's risk.

1.1.7.2. The Design-Builder is solely responsible in the event that the design incorporates any design elements that present unusual permitting problems, any building system or product without an existing Notice of Acceptance (NOA) from Miami-Dade County (MDC), problems with constructability, any requirement that only very specialized persons be involved creating shortages in labor, or unusual material specifications requiring sole source or other potentials for material unavailability or shortage.

1.1.7.3. The release for construction by RER or other permitting agency does not relieve the Design-Builder of any liability or responsibility for errors or omissions in the plans.

1.1.8. The Design-Builder shall be responsible for preparing and certifying the Final As-Built Plans / Record Document. The Design-Builder shall have a Florida Licensed Professional Architect (AOR) and Engineer (EOR) sign and seal the Final As- Built / Record documents.

1.1.9. All design and construction documents shall be prepared using the U.S. Customary system of units (feet, pounds). Metric units may be shown for the convenience of the D-Br, but U.S. Customary units shall govern.

1.2. DESIGN

1.2.1. The Design-Builder shall prepare a complete design of the Cruise Terminal H Program (terminal, bridge, site, and waterfront) to a 30-percent level of completeness (see Submittals section) and shall obtain written approval by PortMiami **BEFORE** the final design is started. Upon approval of the 30% Construction Documents Submittal the D-Br may prepare design and construction packages for various portions of the work as the D-Br's schedule deems appropriate. The Design-Builder will be responsible to coordinate the packages and submit a total Cruise Terminal H Program design, calculations, plans, and specifications as part of the Record Documents. The D-Br shall be responsible for coordinating the packages with all permitting agencies, as applicable.

1.2.2. The D-Br shall not submit any package to any permitting or approving agency until it has been approved in writing by PortMiami. Any submission to any permitting or regulatory agency before being approved by PortMiami is at the Design-Builders' risk.

1.2.3. Any construction, procurement, fabrication, or installation of any work prior to receiving approval from PortMiami and the appropriate permitting agency shall be at the Design-Builder's risk. Any changes that may result from the D-Br procuring, fabricating, constructing, installing, or submitting of the design to permitting/approving agencies without written approval from PortMiami and the permitting agencies shall be performed at no cost to PortMiami and shall not delay the work. PortMiami reserves the right at its sole discretion to stop the work if such conditions are found to exist.

1.2.4. The design shall comply with the Design Criteria Document herein, and all applicable codes and standards, accepted design practices, and building regulations.

1.2.5. The Design-Builder shall design, construct, complete, commission, and warrant the Cruise Terminal H Program in accordance with the Contract Documents and the DCD. The Design-Builder shall provide detailed and coordinated architectural, structural, dredging, marine infrastructure, Mechanical/Electrical/Plumbing (MEP), Civil, Fire Protection/Fire Alarm, IT/Communications, Audio/Visual, Wayfinding, Security, Interior design, utilities, and

architectural landscape services to the standard of full working drawings, working details, and Specifications for every aspect of the Complex.

1.2.6. The Design-Builder's architectural, mechanical, electrical, plumbing, structural, civil, and other disciplines detailed designs shall be fully coordinated, making due allowances for all loadings on each element, and material to be used in the Project.

1.2.7. Serviceability considerations outlined in ASCE 7 "*Minimum Design Loads for Buildings and Other Structures*" and the requirements of the Florida Building Code (FBC) shall be incorporated in the design.

1.2.8. **Wind Speeds:** All above ground structures shall be designed to withstand wind forces in accordance with the Florida Building Code and ASCE 7, with a **Basic Wind Speed of no less than 170 mph.** Where there are differences between the ASCE 7 wind speeds and the Florida Building Code wind speeds, the Design-Builder shall use the more stringent, higher wind speeds in structural wind load and wind-borne debris calculations. Structural members, systems, and components in a building structure shall be anchored to resist wind induced overturning, uplift, sliding, and to provide continuous load path for these forces to the foundation.

1.2.8.1. **Wind Tunnel Testing:** The D-Br shall perform a Wind Tunnel Test of the Terminal building, Pedestrian Bridge, and the site canopies in compliance with ASCE 7 and ASCE 49.

1.2.9. The Design-Builder is responsible to design and construct the Cruise Terminal H Program and all its elements in a manner that results in the obtaining of a "**GOLD**" or higher rating under the Leadership in Energy and Environmental Design (LEED) New Construction Green Building Rating System (GBRS). The integration of innovated "green" features that reinforce local context and natural site relationships and sustainable technologies shall be used whenever possible. A *Draft* LEED checklist is included in the Reference Documents (R20).

1.2.10. **Flood Resistance:** The D-Br shall design the waterfront, site, and terminal in accordance with ASCE 24, "*Flood Resistant Design and Construction*" and the requirements of the Florida Building Code (FBC), and Sea Level Rise (SLR) in accordance with Miami-Dade County Ordinance 14-79. The terminal building shall be dry proofed to no less than Elevation +15.0 NGVD.

1.2.11. **Art in Public Places:** The D-Br shall coordinate with PortMiami and the Miami-Dade County Department of Cultural Affairs for the implementation of the Art in Public Places program to incorporate Art in Public Places features during design and construction.

1.2.12. **Service Life:** The elements of the Cruise Terminal H Program, individually, as a system, and as a whole shall be designed for low maintenance and for a serviceable design life of not less than 50 years. The waterfront improvements shall have a serviceable design life of no less than 75 years as noted in Part 6, *Waterfront Improvements*.

1.2.12.1. Ease of access to elements and systems requiring regular maintenance and service shall be considered and incorporated into the design.

1.2.13. **MDC Notice of Approvals:** All products specified in the Contract Documents shall have a Miami-Dade County Notice of Approval (NOA). If any product requires a one-time approval, the Design-Builder shall be responsible for obtaining such at no additional compensation or time.

1.2.14. The Design-Builder shall prepare and submit Plans, Calculations, and Specifications with each submission, updated with each subsequent submittal.

1.2.14.1. Specifications shall be prepared using the 49 Division Construction Specification Institute (CSI) format.

1.2.14.2. Calculations shall be complete and indexed.

1.2.14.3. A Basis of Design and a Summary of Design shall be submitted.

1.3. GOVERNING REGULATIONS, CODES, MANUALS, AND GUIDELINES

1.3.1. The services performed by the Design-Builder shall be in compliance with all applicable Codes, Manuals and Guidelines, including all amendments thereto, and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition, including updates, of the Codes, Manuals, and Guidelines shall be used in the performance of this work.

1.3.2. Current edition is defined as the edition in place at the date of submission for permit. It shall be the Design-Builder's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this Project.

1.3.3. The services will include preparation of all documents necessary to complete the Project as described in the DCD.

1.3.4. The Design-Builder shall promptly notify PortMiami in writing of any conflict between this DCD and Governing Regulations, Codes, Manuals, and Guidelines. Unless directed by PortMiami, the D-Br shall abide by the more stringent requirement.

1.3.4.1. Miami-Dade County Department of Transportation and Public Works (DTPW) Standards and Specifications.

1.3.4.2. Miami Dade County Department of Regulatory and Economic Resources (RER).

1.3.4.3. Miami Dade County Planning and Zoning approvals, including compliance with local Design Review Guidelines, and Development Services Division, current planning branch of RER.

1.3.4.4. Miami-Dade County Water and Sewer Department (WASD) Design and Construction Standard Specifications and Details.

1.3.4.5. Miami-Dade County Fire Flow Ordinance

1.3.4.6. Miami-Dade County Fire Department

1.3.4.7. Miami Dade County Division of Environmental Resources Management (DERM) Storm water Design and Installation Standards.

1.3.4.8. Miami-Dade County Office of Resiliency

1.3.4.9. Miami-Dade County Office of Elevator Safety

1.3.4.10. *The Landscape Manual*, Miami-Dade County, Department of Planning and Zoning.

1.3.4.11. South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP).

1.3.4.12. SFWMD Dewatering Standards and Regulations.

1.3.4.13. Florida Department of Environmental Protection (FDEP) Storm water Pollution Prevention Plan (SWPPP).

1.3.4.14. Metropolitan Dade County, Florida Department of Environmental Resources Management *Dade County Manatee Protection Plan*, DERM Technical Report 95-5.

1.3.4.15. Florida Building Code (FBC), as complemented and supplemented by and amended by local technical amendments per Miami-Dade County Code of Ordinances..

1.3.4.16. Florida Fire Prevention Code/NFPA 101 Life Safety Code

1.3.4.17. Florida Electrical Code/NFPA 70 National Electrical Code

1.3.4.18. Americans with Disabilities Act (ADA) Standards for Accessible Design (ADAAG)

1.3.4.19. American Society of Civil Engineers (ASCE) Standard 7, *Minimum Design Loads and Associated Criteria for Buildings and Other Structures* (ASCE 7)

1.3.4.20. American Society of Civil Engineers (ASCE) Standard 24, *Flood Resistant Design and Construction* (ASCE 24)

1.3.4.21. American Society of Civil Engineers (ASCE) Standard 49, *Wind Tunnel Testing for Buildings and Other Structures* (ASCE 49)

1.3.4.22. ANSI/ASHRAE/IES Standard 90.1 -- Energy Standard for Buildings Except Low-Rise Residential Buildings

1.3.4.23. Florida Department of Transportation (FDOT) Standards

1.3.4.24. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (FDOT "Green Book")

1.3.4.25. Manual on Uniform Traffic Control Devices (MUTCD) by US Department of Transportation, Federal Highway Administration.

1.3.4.26. American Association of State Highways and Transportation Officials (AASHTO).

1.3.4.27. AASHTO's A Policy on Geometric Design of Highways and Streets

1.3.4.28. American Society of Testing and Materials (ASTM).

1.3.4.29. USEPA NPDES regulations.

1.3.4.30. U.S. Customs and Border Protection (CBP), *Cruise Terminal Design Standard.*

1.3.4.31. PortMiami *Telecom Infrastructure Specifications, RDBS Supporting Documentation and Reference Drawings.*

1.3.4.32. PortMiami Wayfinding Project No. 02-RQAC-01, *Signage Standards/Guidelines and Design Development*

1.3.4.33. PortMiami Design Guidelines and Standards Manual.

1.3.4.34. PortMiami Standard Details.

1.3.4.35. PortMiami Workzone Application Procedures.

1.3.4.36. PortMiami ID Card and Credentialing.

1.3.4.37. Department of Homeland Security (DHS) Transportation Workers Identification Credentialing (TWIC).

1.4. PORTMIAMI / SEAPORT

1.4.1. PortMiami is a 518-acre island (also known as Dodge Island) located in Biscayne Bay and connected to the City of Miami by the Port Boulevard Bridge and the PortMiami Tunnel. Both cruise terminals and cargo handling facilities operate at PortMiami. The Design-Builder shall ensure that PortMiami operations are not interrupted during the design and construction of the Project. PortMiami is Department of Miami-Dade County (MDC).

1.5. PORTMIAMI SITE SECURITY REQUIREMENTS

1.5.1. PortMiami operates under the Maritime Transportation Security Act (MTSA) and Section 311.12, Florida Statutes. The U.S. Coast Guard (USCG) ensures compliance with the MTSA via an approved Facility Security Plan (FSP).

1.5.2. **Secured Area (SA)/ Restricted Area (RA):** The Cruise Terminal H Program site, wharf, and adjacent Cruise Terminal facilities are considered a Secured Area/Restricted Area (SA/RA) at all times. When accessing the SA/RA, all individuals, including construction personnel, must continuously display a valid PortMiami credential and a Transportation Workers Identification Credentials (TWIC).

1.5.2.1. Refer to the Department of Homeland Security website (https://www.tsa.gov/for-industry/twic) for TWIC requirements and application. The D-Br is responsible for any costs to obtain the credentials.

1.5.2.2. Refer to Attachment A3 and the PortMiami website (http://www.miamidade.gov/portmiami/id-cards.asp) for PortMiami Identification Card/Credentialing requirements and application. The D-Br is responsible for any costs to obtain the Port IDs.

1.5.2.3. Access to the SA/RA is restricted, and unauthorized presence (individuals without appropriate PortMiami and TWIC credentials) within these SA/RAs constitutes a breach in security.

1.5.2.4. **Fines and penalties may exceed $10,000 from the USCG for not displaying PortMiami and TWIC credentialing within the SA/RA. Any fine or penalty imposed due to a security breach shall be borne by the Design-Builder at no cost to PortMiami.**

1.5.3. **Port Perimeter Security Fence:** The Design-Builder shall maintain PortMiami security fencing perimeter (delineating the SA/RA) at all times. PortMiami maintains a perimeter security fence that shall not be breached at any time during construction. The Design-Builder is advised that in the event that PortMiami security fence is compromised by the Design-Builder or its sub-contractors, the Design-Builder shall be required to post a security guard at the Design-Builder's expense during the duration of the breach in the fence line. The security guard

supplied by the Design-Builder must be trained in PortMiami security policies and practices and shall be coordinated with the PortMiami Security Division.

1.5.3.1. The Design-Builder may request a Waiver from PortMiami to allow use of the wharf/waterfront area as a non-SA/RA zone during construction. The waiver is subject to review and approval by PortMiami. The area shall remain within the Project's perimeter construction fencing at all times.

1.5.4. **Security Fence Relocation:** The Design-Builder is advised that in the event a perimeter or tenant security fence is required to be relocated in accordance with the construction requirements, a new security fence, meeting PortMiami Security standards, will be required to be installed before the existing security fence is removed. The Design-Builder shall coordinate and obtain approval for PortMiami Facility Security Officer (FSO) or their designee before moving or relocating the fence line. Any costs incurred, including but not limited to the need for security guard services, shall be the responsibility of the Design-Builder.

1.5.5. **Temporary Lighting:** The Design-Builder shall provide temporary lighting of the Project site and staging area per PortMiami requirements for security and night time operations.

1.6. PORTMIAMI ACCESS AND CRUISE SHIP SCHEDULE

1.6.1. All work planned for the Cruise Terminal H Program must be coordinated with PortMiami and shall not interrupt cruise or cargo operations. The Design-Builder is expected to employ all means necessary to meet the schedule required, which may include multiple shifts, and/or a 7 day a week work schedule as permitted by cruise schedule.

1.6.2. The Design-Builder shall not occupy and/or perform work on the existing circulation roadway (North Cruise Boulevard, South America Way, and North America Way), within the existing Garage G, or areas adjacent to the existing Cruise Terminal G Complex when a cruise ship is berthed at Cruise Terminal G or the Terminal is in operation.

1.6.2.1. The number of vessels calls during the off-peak cruise season (May 1-October 30) is typically significantly less than during the peak cruise season (November 1-April 30). The Design- Builder shall coordinate with PortMiami to schedule the work in a manner that does not impact existing terminal operations (waterside and landside).

1.6.3. Construction work, staging, storage, laydown, and parking areas have been designated by PortMiami near and the Cruise Terminal H Program site.. Reference RXX shows three (3) areas that have been identified for use by the D-Br. Note that the size and shape of the areas are approximate, and the available dates are subject to change.

1.6.3.1. Additional space for employee POV parking may be made available by PortMiami at their discretion. The D-Br will be responsible for providing any transportation/shuttle services to and from the parking area(s). PortMiami will not be responsible for securing the POVs using the provided parking areas, or shall PortMiami be responsible for any theft, damage, or other incidents.

1.6.3.2. The D-Br shall be responsible for securing and maintaining the sites and providing any temporary facilities and services (water, electric, telecom, sanitary).

1.6.3.3. The D-Br will be responsible for locating and paying for any additional temporary construction staging, storage, etc. space off site (not on PortMiami property) that he deems required.

1.6.4. It shall be the Design-Builder's responsibility to maintain existing PortMiami operations at all times during construction.

1.6.5. Coordinate with PortMiami and PortMiami Operations/Berthing Office daily for current cruise and cargo berthing schedules. The PortMiami Cruise Directory is a living document and is subject to change at a moment's notice based on vessel berthing conditions. PortMiami will not be responsible for any Design-Builder schedule or cost changes caused by reliance on the Cruise Directory.

1.7. PROJECT LIMITS OF WORK

1.7.1. The limits of the Project Site / Legal Description Survey are included in the Attachments (A6). Miami-Dade County is the Owner of the Project Site and will make it ready and available to the D-Br for construction upon Notice to Proceed.

1.7.2. The D-Br shall be responsible for coordinating Work with any adjacent projects.

1.7.3. All Project construction activities must be conducted within the Project limits established by PortMiami as part of the DCD. The Design-Builder will be solely responsible for securing from PortMiami any temporary rights needed for construction operations, including but not limited to staging and stockpiling. A construction fence with screen shall be installed and maintained along the Project site boundary and any staging areas for the duration of the Project. Refer to Section 1.5, *PortMiami Security Requirements*, above for applicable security fencing requirements.

1.7.4. Some connection points / manholes for utilities may be located outside the Cruise Terminal H Program Project Site/Limits of Work. The Design-Builder shall coordinate with PortMiami to construct connecting utility service lines and manholes. Work by Design-Builder outside of Project site shall be coordinated with PortMiami. The D-Br shall be responsible to restore any existing pavement, curbs, or other features removed to construct any work.

1.7.5. **Cruise Terminal G Temporary Access and Provisioning Area:** The Design-Builder shall provide multiple temporary secured access points to the Cruise Terminal G waterfront area with gates, air-conditioned booths with power and data, K-12 rated automatic vehicle barrier, and closable and lockable fence gate that meet PortMiami security requirements. The security access point shall be located near the western end of the Cruise Terminal G. See Part 2, *Site Preparation, Demolition and Removals*, for additional information and requirements.

1.7.5.1. The access point will be used for the entry of provisioning forklift and exit of service vehicles, ship's crew, and other Port and maritime staff vehicles.

1.7.5.2. A segregated access (ingress and egress) through the Project site from South America Way to the security access point shall be maintained at all times for bunkering, waste management, emergency vehicles, provisioning, and other maritime and PortMiami requirements.

1.8. GEOTECHNICAL SERVICES / GENERAL CONDITIONS

1.8.1. The Design-Builder will be responsible for identifying and performing all geotechnical investigation, analysis, and design dictated by the needs of the Project and its design. PortMiami makes no assertion as to the competence of the soil in the vicinity of the Project, to support temporary shoring and/or construction vehicles. Any necessary geotechnical work, relevant to the method of providing temporary support or permanent work shall be performed in accordance with the Governing Regulations and the Project specifications. The Design-Builder shall be responsible for its own analysis of any data and all data used.

1.8.2. A preliminary geotechnical investigation was performed by PortMiami and included in the Reference Documents (R5). The information is for reference only. Any recommendations contained in these documents are for information only, and the use of such is at the sole risk of the Design-Builder. The Design-Builder shall make its own interpretations, evaluations, conclusions and recommendations for this Project.

1.8.2.1. The Design-Builder shall provide PortMiami signed and sealed investigation, design, and construction reports. The Design-Builder's reports shall include a record of all geotechnical information, including relevant support data.

1.9. ENVIRONMENTAL SERVICES

1.9.1. The Design-Builder field activities shall comply with all applicable federal, state and local laws, regulations and rules, including compliance with requirements of and for the Project permits. The Design-Builder will be responsible for the containment, collection and proper disposal of all contaminated soils, construction debris, demolition run-off, hydro-blast or impact projectiles, and waste materials. The Design-Builder shall be responsible for the removal of any contaminated material brought onto the site. Discharge of waste water into PortMiami storm water drainage system or to the waters of Biscayne Bay shall not be permitted.

1.9.2. Preparation of complete permit packages will be the responsibility of the Design-Builder. The Design-Builder shall obtain permits or permit modifications while acting as an authorized representative for PortMiami for permitting purposes only. If any agency rejects or denies the permit application, it is the Design-Builder's responsibility to notify PortMiami immediately and to make whatever changes necessary to ensure the permit is approved.

1.9.3. The Design-Builder is responsible for obtaining all permits necessary for the Project including but not limited to National Pollutant Discharge Elimination System (NPDES) and/or dewatering. No extension of time will be granted for delay in Project schedule due to the procurement of permits and/or permit modifications by the Design-Builder.

1.9.4. The design plans shall include all the drawings and details necessary to convey the intent and scope of the Project for the purposes of the Construction Work in order to obtain the applicable permits. Supplemental documentation to support the plans shall be prepared and provided when applicable or required.

1.9.5. Expected required permits include, but are not limited to:

1.9.5.1. U.S. Army Corps of Engineers (USACOE), Florida Department of Environmental Protection (FDEP), and Miami-Dade Department of Environmental Protection (DERM) for Waterfront improvements.

1.9.5.2. MDC Regulatory and Economic Resources (RER), Building Permit.

1.9.5.3. Demolition and Disposal Permits.

1.9.5.4. MDC Department of Environmental Protection (DERM) Class I, for Coastal Construction; work in, on, over, or upon the tidal waters or coastal wetlands.

1.9.5.5. MDC Department of Environmental Protection (DERM) Class II, for installation, construction, and/or alteration of any outfall or overflow system.

1.9.5.6. MDC Department of Environmental Protection (DERM) Class V, for any dewatering of groundwater, surface waters or water that has entered into excavations.

1.10. BUILDING AND OTHER PERMITS AND APPROVALS

1.10.1. The Design-Builder is responsible for the preparation and processing of all construction documents for the Project through the required agencies having jurisdiction, to obtain the necessary approvals/permits, and obtainment of a Certificate of Occupancy (CO) for the Project. The Design-Builder is responsible to coordinate with all applicable utility agencies and obtain LEED **GOLD** certification for the new Cruise Terminal H Program.

1.10.2. The Design-Builder shall obtain building permits or permit modifications while acting as an authorized representative for PortMiami for permitting purposes only. The Design-Builder's construction activities shall comply with all applicable federal, state and local laws, regulations and rules, including compliance with project permit requirements. The Design-Builder will be required to pay all permit fees. Any fines levied by permitting and/or regulatory agencies for noncompliance with permit requirements shall be the responsibility of the Design-Builder.

1.10.3. If the permitting agency rejects or denies the permit application, it is the Design-Builder's responsibility to notify PortMiami immediately and to make whatever changes necessary to ensure the permit is approved. No extension of time will be granted for delay in Project schedule due to the procurement of permits and/or permit modifications by the Design-Builder.

1.10.4. It shall be the responsibility of the Design-Builder to notify PortMiami of all required permits and the schedule for obtaining them. In the event that a required permit cannot be timely obtained, the Design-Builder may submit a request for extension of Contract Time directly to PortMiami. PortMiami reserves in its sole and absolute discretion the authority to make a determination to grant a non-compensable time extension for any impacts beyond the reasonable control of the Design-Builder. Furthermore, as to any such impact, no modification provision will be considered by PortMiami unless the Design-Builder clearly establishes that it has continuously from the beginning of the Project aggressively, efficiently and effectively pursued the securing of the required permits including the utilization of any and all reasonably available means and methods to overcome all impacts. There shall be no right of any kind on behalf of the Design-Builder to challenge or otherwise seek review or appeal in any form of any determination made by PortMiami under this provision.

1.11. SURVEY

1.11.1. Preliminary topographic and bathymetric survey was performed by PortMiami and is included in the Reference Documents. The preliminary survey is for reference only. The Design-Builder shall perform all auxiliary surveying and mapping services necessary to verify the information provided to complete the Project. Survey services must also comply with all pertinent Florida Statutes and applicable rules in the Florida Administrative Code and the requirements of the Contract Documents. All field survey data shall be furnished in a digital format, readily available for input and use in CAD files. This work must comply with the Minimum Technical Standards for Professional Surveyors and Mappers, Chapter 61G17, Florida Administrative Code (F.A.C.), pursuant to Section 472.027, Florida Statutes (F.S.) and any special instructions from PortMiami.

1.11.2. Existing grades / elevations shown are finished grades, unless otherwise noted.

1.11.3. The Bench Mark (B.M.) Datum is National Geodetic Vertical Datum of 1929 (NGVD29), unless noted otherwise. The Project shall use NGVD29 for all vertical elevations.

1.11.4. The horizontal controls shall be per the Florida State Plane Coordinate System.

1.12. SUSTAINABLE REQUIREMENTS

1.12.1. The primary mechanism for determining compliance with the Sustainable Building Program shall be the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System. All Miami-Dade County construction projects are required to meet the standards delineated in County Ordinance 07-65. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or as otherwise directed by Miami-Dade County's Sustainability Manager.

1.12.1.1. While all new construction projects are required to attain "SILVER" or higher-level rating under the LEED-NC Rating System per MDC Ordinances, the Cruise Terminal H Program shall achieve LEED "**GOLD**" certification.

1.12.1.2. A preliminary LEED check-list/score and design criteria approach (by Virgin Voyages) has been included in the Reference Documents (R20 and R21)) for information, indicating opportunities to achieve the desired rating. The D-Br shall be responsible to update and complete the rating.

1.12.1.3. Additional sustainability and LEED requirements may be found elsewhere in the DCD.

1.12.2. The Project shall be designed and constructed in accordance with expected sea level rise (SLR) projections during its anticipated useful life, using regionally consistent unified sea level rise projections.

1.13. VERIFICATION OF EXISTING CONDITIONS

1.13.1. The Design-Builder shall be responsible for verification of existing conditions, including field investigations, subsurface utility locations, subsurface bulkhead wall tie-backs and anchor wall, research of all existing Miami-Dade County/PortMiami records and other information.

1.13.2. By execution of the contract, the Design-Builder specifically acknowledges and agrees that the Design- Builder is contracting and being compensated for performing required investigations of existing site conditions sufficient to support the design developed by the Design-Builder and that any information is being provided merely to assist the Design-Builder in completing adequate site investigations. Notwithstanding any other provision in the Contract Documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

1.14. PRESERVATION OF EXISTING SERVICES, AND SALVAGE

1.14.1. Design-Builder shall preserve and protect existing features including underground utilities (e.g. telecommunications, IT services, electrical, water, sewer, storm water, etc.) that are not impacted by the work. In the event that existing services need to be relocated, Design-Builder shall ensure that service remains uninterrupted, which may require a phased or temporary approach to service continuity.

1.14.2. All Work affecting telecommunications or IT services shall be coordinated and prior approval shall be received for such work from the PortMiami IT Division and Miami-Dade County IT Department (ITD) Project representative.

1.14.3. Work that affects other utilities shall be coordinated with the applicable Utility Agency Owner and PortMiami representative.

1.14.4. **Adjacent Structures and Monitoring:** The new Cruise Terminal, pedestrian walkway, and bulkhead structures have the potential to impact adjacent existing structures during construction, including Cruise Terminal G, Cruise Terminal G parking garage, and the existing Bulkhead wall system along CT H and CT G. The D-Br activities shall not impose any loads to the existing structures.

1.14.4.1. The D-Br shall document the condition of the existing structures through color photographs and A/V recording prior to beginning of any construction. The D-Br shall provide a post-construction report of the condition of the existing structures with the Record Documents, noting any changes.

1.14.4.2. Attention shall be given to the existing bulkhead anchor wall and tie backs that may be located beneath or directly adjacent to the new Cruise Terminal foundations. The D-Br shall physically locate the existing bulkhead tie rods and anchor wall prior to designing the terminal foundations and performing any construction about the existing bulkhead wall system.

1.14.4.3. The D-Br shall immediately notify PortMiami of any movements, damage, or items of concern to any existing building or feature.

1.14.4.4. Any damage to existing structures shall be immediately repaired to the satisfaction of PortMiami at no cost to PortMiami.

1.14.5. **Underground Existing Utility Survey:** The Design-Builder shall perform a field location and survey for ALL existing underground utilities (including storm and sanitary) within the Project Site and elsewhere that may be impacted by the Project construction.

1.14.5.1. The investigation shall be in accordance with the American Society of Civil Engineers (ASCE) ASCE 38-02, *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*. The survey shall be performed to Utility Quality Level B.

1.14.5.2. The D-Br shall review all available utility records, coordinate with utilities and PortMiami for locations, and contact Sunshine 811 to mark existing utilities.

1.14.5.3. The survey shall be completed and submitted with the 30% Construction Documents Submittal.

1.14.6. **Existing PortMiami Tunnel:** Design-Builder is notified that the proposed site is located adjacent to and may be directly above and horizontally within the Florida Department of Transportation (FDOT) PortMiami Tunnel easement limits. See Reference R35, *FDOT Perpetual Non-Exclusive Easement (PortMiami Tunnel)*.

1.14.6.1. Easements begin vertically at Elevation (-)21.85 over the eastbound (EB) bore and at Elevation (-)19.38 over the westbound bore and extend downward. Both tunnel bores may pass under the site.

1.14.6.2. The Design-Builder shall take whatever measures are necessary to prevent movements and disturbance to the tunnel bores and its linings. Design-Builder shall cooperate with and coordinate with the Florida DOT, its consultants, MAT Concessionaire, LLC, and Broadspectrum, Inc. in all matters affecting the tunnel and shall cease operations immediately if any part of the construction affects the tunnel structures.

1.14.6.3. Design-Builder shall be responsible for designing, installing, and monitoring instrumentation in accordance with criteria herein and with plans approved by Miami-Dade County and FDOT.

1.14.6.4. Design-Builder shall be responsible to implement an instrumented monitoring program of the two PortMiami Tunnel bores within the longitudinal portion of the bores from the location of the Port Bulkheads. POMT Tunnel Stations: EB 504+85 and WB 605+87 to stations EB 506+90 and WB 607+90. Displacement and settlement of the PortMiami Tunnel bores shall not be permitted. Deflections of the tunnel crown shall not exceed 0.15 inches during construction.

1.14.6.5. **Bored Tunnel Monitoring Zone:** For the Bored Tunnel, Cut-and-Cover Tunnel and U-Wall Sections, the monitoring zone shall be assumed to extend from EB Stations 504+85 to 506+90 and WB stations 605+87 to 607+90. The Design-Builder shall design and install two test sections, one in each tunnel between the approximate station locations of EB 505+30 and 506+80 and WB 606+35 and 607+80. Each test section shall be monitored for the following:

1.14.6.5.1. Installation of survey optical/laser prisms for Automatic Total Station monitoring to measure potential deformation at least 5 points on the interior of the tunnel lining at the tunnel station corresponding to the building section with the greatest coverage over the tunnel(s). A second instrumented section shall be placed 100

ft. from the limits of construction in the tunnel to provide a reference baseline. (targets may be mounted at the joints between fire board panels, on the panel).

1.14.6.5.2. Other instrumentation may be considered. However, these instruments will need to be installed directly on the concrete lining. These will be required if the Design-Builder modifies the planned loading from that indicated in the baseline design.

1.14.6.5.2.1. Crack gages suitable for ½-inch total movement shall be set spanning each accessible longitudinal segment joint (segment short ends) on one ring.

1.14.6.5.2.2. Installation of two strain gages on the centerline of each segment intrados, approximately two feet from the end of each segment. (strain gages must be concrete mountable). Coordinate all Work with the Tunnel Operator, MAT Concessionaire, LLC and Transfield Services, Inc. Design-Builder shall submit a monitoring plan to Miami-Dade County and FDOT 30 days prior to the installation detailing type of instruments to be installed, location of instruments, and methods of data collection. Instrumentation must be capable of having alarms set and Design-Builder must propose alarm levels as part of its monitoring plan. Alarm threshold and limiting values must be relevant to the proposed design and anticipated effects on the tunnel, if any, and must be approved by FDOT.

1.14.6.6. **Port of Miami Tunnel Vibration Limits:** Design-Builder shall coordinate with the PortMiami Tunnel owner and operator to monitor vibrations within the tunnel during construction. Design-Builder may utilize its own equipment or if available, obtain data from the existing monitoring systems within the tunnel controlled and operated by MAT Concessionaire, LLC. Vibration imposed on the tunnel by the Design-Builder shall not exceed a Limiting Value of peak particle velocity of 3.0 inches per second for continuous near steady state vibrations (as determined by the Owner, e.g. pile driving) and shall not exceed a peak particle velocity of 3.5 inches per second for transient vibrations (e.g. dropped weight). If these levels are exceeded, the work causing the disturbance must be halted until the work process can be modified to limit the vibration to within acceptable limits. A Threshold Value of 2.0 inches per second shall be required to be set on monitoring equipment to initiate alarms and responses at a lower level than the Limiting Value. If the Threshold Value is exceeded, the Design-Builder shall initiate response actions to prevent vibration levels from exceeding the Limiting Value. Once the Threshold Value has been exceeded, the Owner shall be notified of the event, the magnitude of the vibration level, and the actions being initiated to reduce ensure the Limiting Value is not exceeded.

1.14.6.6.1. Vibration Levels shall be monitored for peak particle velocity within the range of 1 to 315 Hz on three axes. Vibration monitoring devices shall be able to present the combined peak particle velocity value and shall be capable of providing monitoring between 0.005 in/sec and 10.0 in/sec with data stored and reportable via software or website.

1.14.6.7. **Instrumentation Monitoring Reporting Requirements:** Copies of all readings, plots, diagrams, graphs, etc. shall be transmitted to Miami-Dade County and for the bored tunnels to FDOT, MAT Concessionaire, LLC, or their designee(s) weekly. If the readings reach the

Threshold or Limiting values, these data transmissions should be made immediately. The Design-Builder shall supply standard forms, acceptable to FDOT, for the recording of all monitoring data. Monitoring data shall be transmitted to the Lead Tunnel Design Engineering Firm's Representative, Lead Tunneling Contractor's Representative and FDOT within 24 hours after taking the readings. The Design-Builder shall supply a weekly monitoring report. This report shall supply a summary interpretation of all of the geotechnical measurements taken and the conclusions drawn from each monitoring location. The report shall also include all results from construction vibration monitoring during that period. Gages and optical monitoring will record strains, relative and absolute displacements of the tunnel ring segments as measured by the equipment. Reports shall be provided to Miami-Dade County, FDOT, MAT Concessionaire, LLC and designees of the three parties. Recorded data shall be presented in tabular and graphical formats and shall be reported to the precision and accuracy appropriate for the instrumentation and anticipated values.

1.14.6.8. **Ground and Structure Deformation Analysis for Bored Tunnels:** The Design-Builder shall prepare and submit to Miami-Dade County and FDOT for review and comment a pre-construction ground and structure deformation analysis report (at no additional cost) to document its assessment of expected stress changes and ground or tunnel lining deformations if the proposed design of foundation elements differs in size, loading, bearing pressures, and installation methods as compared to those envisioned in the proposed Terminal H criteria package. The Design-Builder shall present its preferred design option with supporting information to Miami-Dade County for a determination if this additional analysis will be required. See Reference R34, *Report of Geotechnical Exploration Port of Miami Cruise Terminal F* for information of soils in the area.

1.14.6.8.1. The ground and structure deformation analysis report shall include but not be limited to the following:

1.14.6.8.1.1. Geotechnical characteristics of the ground;

1.14.6.8.1.2. Proposed methods and sequence of construction and equipment to be used, consistent with the Subsurface Methods and utilities;

1.14.6.8.1.3. Preventive, remedial, and contingency measures that would be adopted to ensure that the deformations of ground, structures and utilities are kept within the acceptable threshold and limiting values determined by the Design-Builder;

1.14.6.8.1.4. The Design-Builder shall analyze horizontal and vertical deformations anticipated from its proposed Construction Work. This analysis shall include but not be limited to the predicted horizontal and vertical deformation of the two tunnel bore linings as well as an assessment of deformations considered acceptable for each bore;

1.14.6.8.1.5. Effects of groundwater drawdown shall be analyzed for impacts on adjacent structures, facilities and environmental conditions, including the tunnels. Groundwater pumped from the Project shall be disposed of in accordance with all State, local and federal Environmental Law;

1.14.6.8.1.6. Ground improvement and ground stabilization may be required to control ground deformations or load distribution to prevent adverse impacts on adjacent structures and facilities including the tunnels. Techniques such as soil mixing, jet grouting, compaction grouting, and other stabilization methods shall be developed by the Design-Builder in accordance with its Geotechnical Engineering Consultant's recommendations, if additional foundation support is required and if localized surcharge loads on the tunnel are deemed excessive, or excess deflections are predicted or observed on the tunnel lining;

1.14.6.8.1.7. The Design-Builder shall calculate Threshold and Limiting Values for all instrumentation equipment. Threshold Limits indicate measurements that warrant modifications to the construction procedures to ensure the Limiting Values are not exceeded. Limiting Values are measurements indicating no further deformation, drawdown, vibration, etc., is acceptable; and

1.14.6.8.1.8. The Design-Builder shall also set a Critical Alert Value for displacement rate, when the Threshold Value has not yet been reached, but the rate is observed to be increasing quicker than predicted.

1.14.6.8.2. The transverse settlement profiles shall be determined using well-established calculation methods such as Gaussian curve, 2D and 3D numerical methods.

1.15. REMOVALS AND DEMOLITION

1.15.1. The Design-Builder shall demolish or otherwise remove all existing structures, equipment, low and high-mast lighting including light poles and foundations, pavement, slabs, landscaping, fountains, fencing, curbs, debris, and any other existing site improvements on the Project site, unless indicated to remain. Existing utilities to remain in service shall be protected in place. No utilities shall be abandoned in place. The Design-Builder shall be responsible for the following:

1.15.1.1. Demolition of light poles including demolition of concrete foundations and disconnection, de-activation, and removal of electrical feeds.

1.15.1.2. Removal and relocation of any stand-alone IT poles, such as camera poles, to a location to be coordinated with PortMiami.

1.15.1.3. Disconnection, de-activation, and removal of electrical feeds to any above ground structures being removed including existing Security Booth. Removal and relocation of Security Booth shall be coordinated with PortMiami.

1.15.2. Use of explosives will not be permitted. Burning of material on site will not be permitted.

1.15.3. All materials shall be legally disposed of off-site.

1.15.4. Waste material that may be reclaimed, reused, or recycled, such as steel and aggregates shall be separated and disposed of at appropriate recycling facilities. The D-Br shall provide documentation of all reclaimed, reuse, or recycled material.

1.16. COMMUNICATION AND COORDINATION

1.16.1. The Design-Builder shall process all correspondence, submittals, questions, comments, coordination and the like through PortMiami only, unless written approval is provided by PortMiami.

1.16.1.1. The Design-Builder may communicate and coordinate with the Miami-Dade County Department of Regulatory and Economic Resources (RER), utility agencies, and applicable permitting agencies during their development of the Project plans and specifications in order to expedite their design. PortMiami shall be invited to all meetings, with no less than 72.

1.16.1.2. The Design-Builder shall provide to PortMiami a summary of all such meetings (telephone, email, meetings, etc.) within five (5) days of the meeting, including the options and actions to be taken.

1.16.2. The Design-Builder shall not contact the U.S. Coast Guard (USCG) or the U.S. Customs and Border Protection (CBP) regarding this or any PortMiami requirement without the written approval of PortMiami. Request to meet with the USCG or CBP shall be through PortMiami.

1.17. SUBMITTALS

1.17.1. **Project Design, Calculations, Plans, Specifications**, and other supporting documents shall meet the minimum contents of a submittal prior to submission for review. The Design-Builder shall provide copies of the required documents as listed below for each review. All copies of each submittal shall be delivered to PortMiami for distribution to PortMiami reviewers. Review by or on the behalf of PortMiami shall be for the benefit of PortMiami and shall not relieve the Design-Builder of the sole responsibility for all aspects of the design and construction. All comments must be resolved to the satisfaction of PortMiami **prior** to submission to any permitting agency. Failure to do so may result in rework by the D-Br at no additional cost to PortMiami.

1.17.2. **Computer Automation:** The Project shall be designed utilizing Autodesk AutoCAD version 2017 for Windows, or later in the development of the contract plans. The Cruise Terminal, Site, and Pedestrian Walkway shall be developed in 3D using the REVIT® BIM software program. Documents provided to PortMiami shall be exported from REVIT to .dwg format.

1.17.2.1. Camera placement, fields of view and design must utilize REVIT BIM and/or MS Visio using camera manufacturer templates to visually depict fields of view and coverage category (general, surveillance, event, or ID coverage) to scale. Design-Builders shall submit surveillance modeling for review and approval.

1.17.2.2. 3D modelling should be utilized to explore technical, services and structural coordination. Model(s) should be regularly reviewed with PortMiami to identify and highlight clashes/conflicts and the proper resolution of these.

1.17.2.3. 3D model may be used, where appropriate and approved by PortMiami, as an alternative to physical mock-ups for complex details and intersections in the building design.

1.17.2.4. The Design Builder will be required to submit final documents and files which shall include complete CAD design and coordinate geometry files, as described above.

1.17.2.5. The archived submittal shall also include an Index file or documentation that shall contain the Project history, file descriptions of all Project files, reference file cross references, and plotting criteria (e.g. batch, level symbology, view attributes, and display requirements). A printed directory of the archived submittal shall be included.

1.17.3. <u>Design and Construction Packages:</u> The complete Cruise Terminal H Program shall be presented as a single Design/Construction package for PortMiami and CBP review and issuance of written approval of the 30% Construction Documents Submittal. Upon approval of the 30% Construction Documents Submittal, the D-Br may prepare and submit component packages composed of elements of the Project that may allow procurement and construction work to commence while other aspects of the Cruise Terminal H Program are under design.

1.17.3.1. U.S. Customs and Border Protection areas of responsibility will require review and approval by the US CBP. A separate component package may be required for the CBP areas.

1.17.3.2. Component packages are not required; however, if the D-Br choses to submit the design/construction in components they shall be limited to only the following component packages for review and permitting:

1.17.3.3. Terminal Building

1.17.3.3.1. Foundations

1.17.3.3.2. Structural Framing core and shell)

1.17.3.3.3. Remainder of the Terminal (interior buildout)

1.17.3.4. Site Improvements

1.17.3.5. Pedestrian Walkway / Bridge

1.17.3.6. Waterside Improvements

1.17.3.7. Demolition and Site Preparation

1.17.3.8. Each full component package shall include all elements and disciplines required for review and approval as a stand-alone package and is subject to Submittal Phases and requirements as detailed below. The D-Br shall submit a listing and schedule of proposed packages to PortMiami with the 30% Construction Documents Submittal.

1.17.4. <u>Submittals</u>

1.17.4.1. Each submittal must be accompanied by design calculations, specifications, and sufficient information for adjoining components or areas of work to allow for proper evaluation of the component submitted for review. Submittals shall include as a minimum the documents noted below.

1.17.4.2. Each submittal shall include both hardcopies and electronic (CD/DVD, flash drive, web transfer) of all documents in the following quantities, unless noted otherwise.

1.17.4.2.1. (4) full size (24"x36") plans

1.17.4.2.2. (4) half-size (12"x18") plans

1.17.4.2.3. (2) Specifications

1.17.4.2.4. (2) Calculations, Reports, and other supporting documents.

1.17.4.2.5. (2) CD/DVDs or USB Flash Drives of all document in native format and PDF. If web transfer of files is provided and accepted, CD/DVDs and Flash Drives will not be required.

1.17.4.3. **30% Construction Documents Submittal:** The submittal is intended to be an update of the drawings and other documents submitted with the Request for Proposal Technical Response. It shall incorporate updates and revisions to the documents resulting from award negotiations and comments from PortMiami, CBP, and other stakeholders. The submittal documents shall consist of no less than the following:

1.17.4.3.1. Basis of Design Report.

1.17.4.3.2. Fully developed and dimensioned floor plans, elevations, and typical section of the Terminal.

1.17.4.3.2.1. The D-Br shall coordinate with CBP through PortMiami to obtain their written approval of the floor plan and their spaces.

1.17.4.3.3. Fully developed and dimensioned plan, elevation, and section of the Pedestrian Walkway.

1.17.4.3.4. Plan of modification to the existing Garage.

1.17.4.3.5. Fully developed and dimensioned site plans.

1.17.4.3.6. Fully developed and dimensioned waterfront plans.

1.17.4.3.7. Construction phasing/sequencing, and initial schedule.

1.17.4.3.8. Maintenance of Traffic Plan.

1.17.4.3.9. Life Safety analysis and drawings for the Terminal, including the Pedestrian Walkway.

1.17.4.3.10. Initial Grading and Drainage Plans, Calculations, and Drainage Report.

1.17.4.3.11. Geotechnical Investigation and Foundation Recommendations.

1.17.4.3.12. Underground Utility Locate Report and Plan.

1.17.4.3.13. Electrical Power load and Riser Diagram.

1.17.4.3.14. LEED summary and score card/checklist, including a complete listing/plan of initiatives to achieve the specified LEED rating.

1.17.4.3.15. Traffic Study, including turning movement analysis and graphic(s).

1.17.4.3.16. Listing of ALL proposed/planned Project drawings.

1.17.4.3.17. Outline of ALL Project specifications.

1.17.4.3.18. Schedule of proposed Design/Construction Packages with summary of drawings, specifications, calculations, and other documents to be submitted with each package.

1.17.4.4. **60% Construction Documents Submittal:** Plans and specifications developed to a 60% level of details. Documents at this level are expected to have all major elements designed with details developed to a level to convey the intent of the Architect/Engineer. All drawings/plans shall have been started, with initial details and schedules included.

1.17.4.4.1. Completed General Notes.

1.17.4.4.2. Completed design documentation/calculations for permanent and temporary works.

1.17.4.4.3. Final Basis of Design Report.

1.17.4.4.4. Draft Specifications: Provide copies of Specifications, with initial edits. A listing of the specification will not be acceptable.

1.17.4.4.5. Updated LEED scorecard/checklist, including detailed information for each initiative to be implemented.

1.17.4.4.6. Updated Construction phasing/sequencing and schedule.

1.17.4.4.7. Maintenance of Traffic Plan.

1.17.4.5. **90% Construction Documents Submittal:** Completed plans and specifications. Documents at this level are expected to be completed and ready for permitting / construction.

1.17.4.5.1. Final complete and checked construction plans and specifications for permanent and temporary works.

1.17.4.5.2. Summary of Design: This document summarizes the design approach, calculations performed (structural, M/E/P, etc.), assumptions, and conclusions. It is supported by the detailed calculations.

1.17.4.5.3. Complete and checked design documentation/calculations for permanent and temporary works.

1.17.4.5.4. LEED scorecard/checklist, including detailed requirements to implement all initiatives.

1.17.4.5.5. Final construction phasing/sequencing, and schedule.

1.17.4.5.6. Final Maintenance of Traffic Plan.

1.17.4.6. **100% Construction Documents Submittal:** All documents shall be Signed and Sealed by a Florida Registered Profession Engineer or Architect.

1.17.4.6.1. Plans and specifications.

1.17.4.6.2. Design documentation/calculations for permanent and temporary works.

1.17.4.6.3. LEED Scorecard/checklist.

1.17.4.6.4. Applicable Permits.

1.17.5. **<u>Final Record Documents / As-Built Plans:</u>** When the Project is Substantially Complete, the Design-Builder shall furnish PortMiami with a complete set of "Record Documents/As-Built Plans" and Survey for the constructed infrastructure.

1.17.5.1. Within (90) days of Final Completion, the Design-Builder shall provide PortMiami with two (2) signed and sealed sets of complete Project Record drawings certified by both the architect(s) and/or engineer(s) of record and by the Professional Surveyor and Mapper (PSM) where required.

1.17.5.2. Record Documents shall show all changes and deviations from or to the permitted plans and drawings and include as-built dimensions and elevations recorded or verified by the PSM. All as-built information regarding underground or otherwise concealed facilities shall be taken in the field concurrently with the program of construction and before facilities are covered or otherwise concealed. Otherwise, the Design-Builder shall expose (and restore) sufficient area of work to allow the PSM to meet the aforementioned Design-Builder PSM dimensions, elevation, and location verification certification requirements.

1.17.5.3. The as-built drawings shall be submitted to PortMiami in Autodesk AutoCAD and REVIT formats, version 2017 for Windows, or later and in Geographic Information System (GIS) as-built information format.

1.17.5.4. The Design-Builder shall submit Final Record Documents / As Built plans to PortMiami. The Design-Builder shall furnish to PortMiami, upon Project completion, no less than the following documents. Submission of record documents to permitting agencies shall be in accordance with the permit(s):

1.17.5.4.1.1. Drawings

1.17.5.4.1.2. Specifications

1.17.5.4.1.3. Reports

1.17.5.4.1.4. Approvals

1.17.5.4.1.5. Warranties/Guaranties.

1.17.5.4.1.6. Operation and Maintenance Manuals.

1.17.5.4.1.7. Commissioning Reports.

1.17.5.4.1.8. LEED Certification with all supporting backup.

1.17.5.4.2. Provide the following copies:

1.17.5.4.2.1. (2) full size signed and sealed final record documents as-built plans (originals).

1.17.5.4.2.2. (1) marked up "As-Built" construction drawings.

1.17.5.4.2.3. (2) complete sets final documentation: shop drawings, material tests, certificates of occupancy, and similar.

1.17.5.4.2.4. (2) CDs or USB Flash drives with the final CAD files (AutoCAD and REVIT) and scanned copies of all Record Documents, including signed and sealed plans.

1.17.5.5. The Design-Builder's Professional Architect/Engineer (A/EOR) in responsible charge of the Project's design shall professionally endorse (sign and seal and certify) the record documents, specifications, special provisions and all reference and support documents. The professional endorsement shall be performed in accordance with the Florida Statutes.

1.17.5.6. Conformed component and Design Package submittals shall be integrated into one full, comprehensive set of Final As-built / Record documents. Final As-built / Record documents must be submitted prior to final acceptance of the Project.

1.17.6. Design Documentation, Computations and Quantities: The Design-Builder shall submit to PortMiami design notes and computations to document the design conclusions reached during the development of the construction plans. The design notes and computation sheets shall be fully titled, numbered, dated, indexed, and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to a standard size 8½" x 11". The data shall be in a hard-back folder for submittal to PortMiami. At the Project completion, a final set of design notes and computations, signed and sealed by the Design Builder, shall be submitted with the record documents.

1.18. PROJECT SCHEDULE / CONTRACT DURATION

1.18.1. The Design-Builder shall submit a detailed Project schedule in calendar days based on dates noted in the RDBS and the Contract within 15 days after Award.

1.18.2. The schedule shall be prepared in a GANTT Chart format Critical Path Network (CPM) using the latest version of Microsoft Project (or Oracle Primavera P6) Project Management Program. Design-Builder shall submit the schedule in hard copy and in electronic format.

1.18.3. The schedule shall be updated monthly and provided with each Payment Application.

1.18.4. The minimum number of activities shall be those listed in the schedule of values, plus those listed below:

1.18.4.1. Anticipated Award Date (Baseline Date).

1.18.4.2. Notice to Proceed.

1.18.4.3. Design Submittals (for each anticipated work package).

1.18.4.4. Design Reviews by PortMiami (for each anticipated work package).

1.18.4.5. Design Review / Acceptance Milestones (for each anticipated work package).

1.18.4.6. Permitting.

1.18.4.7. Geotechnical Investigations.

1.18.4.8. Permitting (for each anticipated work package).

1.18.4.9. Procurement of long-lead items as determined by Design-Builder.

1.18.4.10. Site Security and Protection of General Public.

1.18.4.11. Utility Relocations, Installation, and Removals.

1.18.4.12. Construction Mobilization.

1.18.4.13. Construction Phasing and MOT shifts.

1.18.4.14. Demolition of existing structures.

1.18.4.15. Erosion Control.

1.18.4.16. Preparation, construction, and review for mock-ups, both physical and 3D representation.

1.18.4.17. Additional Construction Milestones as determined by the Design-Builder.

1.18.4.18. Temporary Certificate of Occupancy (TCO).

1.18.4.19. Substantial Completion.

1.18.4.20. Certificate of Occupancy (CO).

1.18.4.21. Final Completion Date for All Work.

1.18.5. The final Project schedule shall allow for no less than fifteen (15) working days PortMiami review time for the review of the design submittals, including shop drawings. The Design-Builder may request an expedited review of a submittal, subject to approval by PortMiami. The review period commences upon the receipt of the valid submittal or re-submittal by PortMiami and terminates upon the transmittal of the submittal back to the Design-Builder. The review by PortMiami is not meant to be a complete and detailed review and does not relieve the Design-Builder of sole responsibility for all aspects of design and construction.

1.18.5.1. The D-Br shall allow not less than forty-five (45) days for review of CBP Drawings, plans, specifications, shop drawings, and other required documents. The D-Br shall also include appropriate time for CBP inspections during construction.

1.18.5.2. The schedule shall indicate all float or buffers in the schedule for permitting delays, inclement weather, etc.

1.18.6. Final signed and sealed plans will be delivered to PortMiami a minimum of fifteen (15) days prior to construction of that component. PortMiami will send the final signed and sealed plans to the appropriate office for review and stamping "Released for Construction." Only stamped, signed and sealed plans are valid and all work that the Design-Builder performs in advance of the release of Plans by PortMiami will be at the Design-Builder's risk.

1.19. KEY PERSONNEL AND STAFFING

1.19.1. The Design-Builder's work shall be performed and directed by key personnel identified in the Statement of Qualifications and Technical Proposal by the Design-Builder. Any changes in the indicated personnel shall be subject to review and approval by PortMiami.

1.20. MEETINGS AND PROGRESS REPORTING

1.20.1. The Design-Builder shall anticipate periodic meetings with PortMiami and other agencies as required for progress updates, and resolution of design and/or construction issues. These meetings may include:

1.20.2. PortMiami Technical issue resolution.

1.20.3. Permit agency coordination.

1.20.4. Scoping meetings.

1.20.5. Weekly, or more frequent if necessary, meetings with PortMiami.

1.20.6. Weekly Construction Coordination Progress meetings.

1.20.7. Local government agency coordination meetings.

1.20.8. Utility coordination meetings.

1.20.9. PortMiami coordination meetings with tenants, operations, and other stakeholders.

1.20.10. Status of Submittals, Design and Construction.

1.20.11. The D-Br shall create and maintain an Issues Tracking tool for design and construction issues, comments, and concerns, including close out information.

1.20.12. The Design-Builder shall prepare and submit all meeting minutes within 48 hours of the meeting for approval to PortMiami.

1.20.13. The Design-Builder shall, on a monthly basis, provide written progress reports that describe the items of concern and the work performed on each task. Progress report shall include not less than four (4) aerials and 12 photographs.

1.21. DESIGN QUALITY MANAGEMENT PLAN (DQMP)

1.21.1. The Design-Builder shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications, geotechnical, construction and other services furnished by the Design-Builder under this contract, notwithstanding any reviews or inspections by or on the behalf of PortMiami.

1.21.2. The Design-Builder shall provide a Design Quality Management Plan (DQMP), which describes the Quality Control (QC) procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of this Contract. In addition, the DQMP shall establish a Quality Assurance (QA) program to confirm that the Quality Control procedures are followed. The Design-Builder shall submit a DQMP within fourteen (14) calendar days of the written Notice to Proceed.

1.21.3. The Design-Builder shall, without additional compensation, correct all errors or deficiencies in the surveys, designs, drawings, specifications and/or other services in a timely manner so as not to impact the Project schedule.

1.21.4. No fabrication, casting or construction shall occur until all related design reviews and shop drawing review comments are resolved. Any construction Work performed prior to approval of required documents will be at Design-Builder's risk.

1.21.5. Include a listing of proposed mock-up, both physical and 3D representation, along with the time line/schedule for review by PortMiami. Approved mock-ups shall represent the standard for the final construction.

1.21.6. The D-Br shall submit a signed statement with each submission that the documents have undergone a Quality Control review. At the request of PortMiami, the D-Br shall provide documentation supporting the review.

1.22. CONSTRUCTION

1.22.1. The Design-Builder shall expedite the construction of the improvement components that meet PortMiami requirements while avoiding impacts to adjacent facilities. The Design-Builder shall be responsible for developing and maintaining a Construction Quality Control Plan (CQCP), which describes their Quality Control (QC) procedures to verify, check, and maintain control of key construction processes and materials. The CQCP shall be submitted to PortMiami at least 30 days before any construction commences.

1.22.2. PortMiami shall maintain the right to inspect construction activities, have full access to the construction site at all times, and request any documentation from the Design-Builder, which will be provided in a timely manner and not more than five (5) days after PortMiami's request so as not to impact the Project schedule.

1.22.3. Contractor's Use of Premises: All Work shall be coordinated with PortMiami and shall not interrupt cargo and cruise operations.

1.22.3.1. The D-Br shall not occupy and/or perform Work on existing roadway or areas being used for cruise or cargo operations. The Contractor shall coordinate with PortMiami to schedule the Work in a manner that does not impact existing operations.

1.22.3.2. All marine work, including dredging and bulkhead construction, shall not impede navigational marine traffic.

1.22.3.3. During construction, existing cruise and cargo circulation routes may be impacted. The D-Br shall coordinate with PortMiami to establish any temporary circulation roadways around or through their work/ construction areas, for use by cruise and cargo operations during construction. The D-Br shall provide signage, traffic cones, and barriers defining the circulation routes.

1.22.3.4. D-Br shall coordinate with PortMiami for access to the Site. The D-Br shall provide signage, traffic cones, and barriers defining the access points and routes.

1.22.3.5. The D-Br shall be responsible for providing all temporary and permanent electrical power, water, sewer, and other services necessary for performance of the Work

1.22.3.6. Work and adjacent area shall be kept clean and free of debris and dust. The D-Br shall provide appropriate barriers, fencing, and other means to secure and protect work areas.

1.22.3.6.1. Maintain areas under D-Br's control (including employee parking and D-Br staging areas) free of waste materials, scraps, surplus material, debris, and rubbish. Maintain Site in a clean and orderly condition.

1.22.3.6.2. Use power brooms to clean paved areas daily and immediately prior to opening any paved area to vehicular traffic or cargo storage.

1.22.3.6.3. Provide wheel wash and other means to prevent soil and other material being transferred to the roadways.

1.22.3.6.4. Provide dust control measure.

1.22.3.6.5. All combustible waste materials shall be removed from the Site at the end of each working day.

1.22.3.6.6. Broom clean interior areas prior to start of surface finishing and continue cleaning on a daily basis.

1.22.3.6.7. Control cleaning operations so that dust and other particulates will not adhere to wet or newly-coated surfaces.

1.22.3.6.8. Remove waste materials, debris, and rubbish from site weekly and legally dispose off-site in an authorized disposal area.

1.22.3.6.9. **D-Br Failure to Clean:** If the D-Br fails to maintain levels of cleanliness in work areas, satisfactory to PortMiami, then PortMiami shall have the right to cause such areas to be cleaned by others. Costs to PortMiami for such cleaning, plus 25 percent for administration, shall be the obligation of the D-Br and shall be deducted from any money due hereunder.

1.22.3.7. D-Br assumes full responsibility for the protection and safe-keeping of products stored on-site and within buildings.

1.22.3.8. Move any stored products, under D-Br control, that interfere with operations of the PortMiami, tenant, or separate contractor.

1.22.3.9. Obtain and pay for the use of additional storage or work areas, if needed for operations, including additional off-site parking and transportation.

1.22.3.10. PortMiami shall have the right of unlimited access to the premises.

1.23. SECURITY, SAFETY, HEALTH, AND ENVIRONMENTAL

1.23.1. The D-Br is responsible for the health, safety, and security of its employees and subcontractors. The D-Br shall comply with all applicable local, state, and federal rules, regulations, codes, ordinances, and laws including but not limited to: OSHA, U.S. Coast Guard, National Fire Protection Association (NFPA), MDC, and PortMiami.

1.23.2. The D-Br shall designate in writing to PortMiami the name of the Contractor's security officer. The D/B's security officer shall represent the D-Br on all security matters relating to this contract.

1.23.3. All personnel on site shall wear appropriate personal protective equipment. High-visibility safety vest and steel toe safety shoes (suitable for use in construction environments) shall be worn at all times.

1.23.4. All personnel shall obtain applicable credentialing. Credentials shall be maintained and visible on all D-Br's staff when inside the secured perimeter of the terminal. Failure to do so may result in fines, suspensions, and removal from the Site. All costs to obtain credentialing and any fines levied are the responsibility of the D-Br.

1.23.4.1. PortMiami's credentialing program.

1.23.4.2. Federal government's transportation worker identification credential (TWIC) program.

1.23.4.3. Obtain gate passes for all material and equipment entering and exiting from the site.

1.24. CONSTRUCTION SUBMITTALS

1.24.1. The Design-Builder shall be responsible for the preparation and approval of all Shop Drawings. Approved Shop Drawings prepared by the Design-Builder shall be submitted to PortMiami and shall bear the approval stamp and signature of the Design-Builder, the approved stamp and signature of the Architect/Engineer of Record (A/EOR), and Specialty Engineer.

1.24.1.1. PortMiami may review the Shop Drawing(s) to evaluate compliance with Project requirements and provide any findings to the Design-Builder. Review of shop drawings by PortMiami is procedural to assure that the Design-Builder and the A/EOR have both accepted and signed the submittal, the document has been independently reviewed and is in general conformance with the plans. The review by PortMiami is not intended to be or shall be censured to be a complete and detailed review.

1.24.2. The release for construction does not relieve the Design-Builder of any liability or responsibility for errors or omissions in the plans. Returned marked up submittals shall be reviewed and those requiring changes shall be changed and shall be resubmitted.

1.24.3. Each submittal shall be coordinated with the requirements of the work.

1.24.4. Component and package submittals must be accompanied by sufficient information for adjoining components/packages or areas of work to allow for proper evaluation of the component/package submitted for review.

1.24.5. The D-Br shall allow for a ten (10) working days PortMiami review time for the procedural review of shop drawings, and no less than thirty (30) working days for CBP reviews and approval. The D-Br may request an expedited review of a submittal, subject to approval by PortMiami. The review period commences upon the receipt of the valid submittal or re-submittal by PortMiami and terminates upon the transmittal of the submittal back to the D-Br.

1.24.6. The Design-Builder shall be responsible to submit shop drawings to the Miami-Dade County Building Department for permitting.

1.24.7. The D-Br shall prepare and maintain a log of all submission, including submissions to the Building Department, along with the date of submission, review status, specification and/or drawing reference.

1.25. CLOSE-OUT SUBMITTALS

1.25.1. Before requesting final completion, the D-Br shall prepare and submit digital files and hard copies of the complete closeout packages. At a minimum, the following items are to be included in the closeout packages:

1.25.1.1. Evidence of compliance with requirements of governing authorities and construction documents.

1.25.1.2. Project record documents: AutoCAD and REVIT drawings, submit hard copies and electronic format.

1.25.1.3. Operating and Maintenance data and instructions for all equipment and all finishes.

1.25.1.4. Warranties and Bonds.

1.25.1.5. Keys as per hardware requirements.

1.25.1.6. Spare parts and maintenance material.

1.25.1.7. Evidence of payment and releases of liens.

1.25.1.8. Certification of generator test, HVAC test and balance, elevator and escalator tests, fire sprinkler and fire alarm system.

1.25.1.9. Commissioning Report.

1.25.1.10. LEED applications and status of review for "**GOLD**" Certification.

1.25.1.11. LEED certificate and plaque.

1.25.1.12. Material Inventory and Final Color List.

1.25.1.13. Punch List.

1.25.1.14. Temporary and Final Certificate of Occupancy.

1.25.1.15. Required Environmental Permits close-out documentation.

1.25.2. Operations and Maintenance (O&M) Manuals

1.25.2.1. Submit literature bound in durable three-ring binders with tables and index clearly identifying and marking standard manufacturer's information.

1.25.2.2. Provide two (2) copies of literature on CDs or USB Flash Drives.

1.25.2.3. Provide manuals for: maintenance instructions, emergency operations, cleaning, inspection, shut down procedures detailed instructions, corrective maintenance, replacement part lists and warranties.

1.25.2.4. Furnish a separate manual or chapter for each of the following: irrigation system, security systems, plumbing system, HVAC and control systems, access controls, elevator and escalators, electrical systems (including generator), CCTV system, fire protection systems (including fire alarm), baggage conveyor, and other equipment and appliances.

1.25.2.5. Provide two (2) training sessions for PortMiami staff for each system. Record all training sessions and provide two (2) copies on CDs or USB Flash Drives.

1.26. SCHEDULE OF VALUES

1.26.1. The Design-Builder will be responsible for invoicing PortMiami based on current invoicing policy and procedure. Invoicing will be based on the completion or percentage of completion of major, well- defined tasks as defined in the Schedule of Values. All permits must be closed out by the Design-Builder prior to final payment. Final payment will be made upon final acceptance by PortMiami of the Design-Build Project. The Design-Builder must submit the Schedule of Values to PortMiami for approval within ten (10) days following award of contract; however, no invoice shall be submitted prior to PortMiami's approval of the Schedule of Values.

1.26.2. Upon receipt of the invoice, PortMiami will make judgment on whether adequate work has been accomplished by comparing the reported percent complete against actual work

accomplished. Payment of invoiced amounts does not imply acceptance of work, which is only evidenced by written final acceptance by Miami-Dade County's Representative.

1.26.3. No invoices shall be submitted until the payout schedule/schedule of values has been approved by PortMiami. PortMiami reserves the right to require adjustment to the submitted schedule of values if it deems values are unbalanced or improperly "front loaded" and must approve the adjusted payout schedule prior to first invoice. In no way will said adjustment of component percentages of the work alter or affect the lump sum price for the work.

1.27. CONSTRUCTION ENGINEERING AND INSPECTION

1.27.1. The Design-Builder is responsible for all construction engineering, testing, inspection, and commissioning required to demonstrate compliance with the construction documents and the DCD. The D-Br shall comply with all permitting requirements.

1.27.2. The Design-Builder shall provide for the appropriate Special and Threshold Inspections in compliance with the Florida Building Code and Florida Administrative Code.

1.27.3. PortMiami may provide for its own purposes Quality Assurance Engineering (QAE) and testing. Any QAE or testing performed by PortMiami shall not relieve the Design-Builder of any of his responsibilities for testing and inspection and compliance with the Contract Documents.

1.28. TESTING

1.28.1. The Design-Builder shall have the responsibility for all testing of construction materials used for the Project.

1.28.2. PortMiami, or its representative, may perform independent verification and resolution testing services for its own purposes. Verification sampling and testing may be performed on site as well as off-site locations. The Design-Builder shall make all testing documentation available/accessible for Miami-Dade County Representative's review at any time.

1.29. SEQUENCE OF CONSTRUCTION

1.29.1. The Design-Builder shall construct the work in a logical manner and in close coordination with the goals and objectives of PortMiami. The Design-Builder shall take into the account the work restrictions included in this document and adjacent projects which may affect the work.

1.30. ADJACENT PROJECTS

1.30.1. The Design-Builder shall be responsible for identifying and coordinating design and construction activities with other on-going projects that are impacted by or impact this Project. This includes the projects under PortMiami jurisdiction, or other local, regional state agencies.

1.30.2. The Design-Builder shall coordinate with PortMiami during the procurement of the Passenger Boarding Bridge (PBB). The Design-Builder shall be responsible for the construction of appropriate Passenger Boarding Bridge runways, wind and storage tie downs, electrical

power and telecommunication/data connections to the PBB, and the terminal interface with the PBB. PortMiami will be responsible for the procurement, delivery and installation of the PBB.

1.30.3. The Design-Builder shall coordinate its construction operations with other builders, contractors and entities within the surrounding construction area for an efficient and orderly installation of each Project component. The Design Builder shall coordinate its operations with PortMiami.

1.30.4. Adjacent Projects include:

1.30.4.1. Passenger Boarding Bridge: Final loads, locations of runways, tie downs and other information are anticipated to be provided to D-Br by April 2020.

1.30.4.2. Relocation of existing CT H tenants, including CBP, Port Security, Miami-Dade Police Department (MDPD), Fire Department, Coast Guard, PortMiami Command and Communication Center (C3) and Harbor Patrol is anticipated to be completed by March 2020.

1.30.4.3. Bulkhead/Sea Wall Improvements, Permitting, is anticipated to be received by the first quarter 2021.

END OF PART 1 – GENERAL REQUIREMENTS

PART 2. SITE PREPARATION, DEMOLITION AND REMOVALS

2.1. SITE PREPARATION, DEMOLITION AND REMOVALS

2.1.1. The Design-Builder shall demolish or otherwise remove in their entirety all existing structures, pavement, slabs, sidewalks, landscaping, hardscape, fencing, and other existing site improvements on the project site, unless otherwise indicated to remain, in preparation for the new work required by the RDBS. Existing utilities to remain in service shall be protected in place. No utilities shall be abandoned in place.

2.1.2. The demolition and removal work shall include, but not be limited to, the following features and elements:

2.1.2.1. Existing Cruise Terminal H building;

2.1.2.2. Existing Ferry Terminal Tent structure, to be salvaged;

2.1.2.3. Existing provisioning tent structure, to be salvaged, modified and relocated;

2.1.2.4. Existing landscaping planting and irrigation system;

2.1.2.5. Existing landscaping hardscape, such as fountains, seating, and other features;

2.1.2.6. Saw cuts along limits of asphalt and concrete pavement removals;

2.1.2.7. Existing pavement, curbs, gutters, and sidewalks;

2.1.2.8. Existing waterfront apron concrete slab;

2.1.2.9. Remove and salvage existing mooring bollards and fenders along the bulkhead;

2.1.2.10. Existing mono-pile mooring piles and access catwalks (existing mooring dolphins).

2.1.2.11. Existing water stations. Salvage water meters;

2.1.2.12. Removal of a portion of the existing bulkhead cap; and

2.1.2.13. Existing underground utilities, water mains, sanitary sewer, storm drainage, and other pipelines and conduits.

2.1.2.14. Removal and relocation of existing crew gate, including booth and ancillary equipment.

2.1.3. All material shall be removed from the PortMiami property and properly disposed of, unless noted to be salvaged. The Design-Builder shall be responsible for obtaining any permits required for the demolition and removals.

2.1.4. Remove, package, and deliver salvaged materials and equipment to PortMiami. The point of delivery shall be to a warehouse or storage site located on the Port as directed by PortMiami.

2.1.5. The D-Br shall provide all containment, dust control, collection and proper disposal of all construction debris, demolition run-off, hydro-blast or impact projectiles, and waste materials. Discharge of waste water into PortMiami storm water drainage system or to the waters of Biscayne Bay will not be permitted.

2.1.5.1. Preparation of complete permit packages for demolition will be the responsibility of the D-Br. The D-Br shall obtain permits or permit modifications and pay all fees while acting

as an authorized representative for PortMiami for permitting purposes only. If any agency rejects or denies the permit application, it is the D-Br's responsibility to notify PortMiami immediately and to make whatever changes necessary to ensure the permit is approved. Any fines levied by permitting and/or regulatory agencies for noncompliance with permit requirements shall be the responsibility of the Design-Builder.

2.1.6. **Dust Control:** The D-Br shall prepare and submit to PortMiami a Dust control plan.

2.1.7. **Asbestos and Lead Paint inspection, reports, and remediation:** PortMiami has performed a Hazardous Material (HAZMAT) and Asbestos survey of the existing buildings. The findings are including in the report, see Reference Document R6. The D-Br shall be responsible for performing all indicated removals and mitigations prior to the demolition and removal of the structures.

2.1.8. The D-Br is encouraged to find recyclable uses for the removed material, especially concrete, structural steel, and reinforcing steel.

2.1.9. **Existing Cruise Terminal H:** Demolish and remove the structure in its entirety, including the ground floor slab, footings, and pile caps. Existing piles may be left in place provided that the top of the pile is no higher than elevation +4.0. See Reference R8 and other reference documents for details of the existing facility.

2.1.9.1. **Remove and Salvage:** Remove, package, and deliver to PortMiami the following items. The point of delivery will be to a warehouse or storage site located on the Port as directed by PortMiami.

2.1.9.1.1. Johnson Controls controllers and Variable Frequency Drives (VFD) for the Air Handling Units (AHU);

2.1.9.1.2. Existing HVAC units;

2.1.9.1.3. Portable restrooms;

2.1.9.1.4. Back-up generators;

2.1.9.1.5. Doors;

2.1.9.1.6. Ramps;

2.1.9.1.7. Light fixtures; and

2.1.9.1.8. CBP fixtures (to be identified).

2.1.10. **Waterfront, Bulkhead and Apron:** The D-Br shall remove the top of the existing bulkhead to no less than elevation +2.0. The D-Br shall remove select portions of the bulkhead to allow for installation of new anchor rods to support the new bulkhead construction and for installation of new utilities to the bulkhead. See Reference R30, et al, for information on the existing bulkhead and waterfront features.

2.1.10.1. The existing bulkhead tie rods and anchor wall may remain in place. The D-Br is responsible to maintain the structural capacity of the bulkhead during demolition and removal and during all phases of construction.

2.1.10.2. The existing above ground ship Water Filling Stations within the limits of Work shall be removed completely.

2.1.10.3. Remove and salvage the existing mooring bollards. Transport the bollards to a location on the Port as designated by PortMiami.

2.1.10.4. Remove and salvage the existing fenders, including chains, shackles, and other hardware. Transport the fenders to a location on the Port as designated by PortMiami.

2.1.10.5. Existing electrical service stations to the bulkhead shall be removed completely, including connection ducts.

2.1.10.6. Remove the existing apron slab completely.

2.1.11. **Existing Tent, Cruise Terminal H:** Remove and salvage the existing tent structure located at the south end of the existing Cruise Terminal building. Remove and dispose of all walls, equipment, lighting, fixtures, and other features. Remove the foundation system completely. See Reference R14 for project plans.

2.1.12. **Existing Temporary Tent, Cruise Terminal G (CT G) Provisioning:** Remove, modify and relocate the existing open end structure, located near the north end of the waterfront apron. Remove the foundation system completely. Remove and dispose of any lighting, fixtures, and equipment. The provisioning tent is to be relocated for use at the temporary Cruise Terminal G Provisioning Access (see section 2.2 below).

2.1.13. **Landscaping and Hardscaping Features:** Remove the existing landscaping about the entire site, included grass, trees, shrubs. Healthy trees larger than 3-inches in trunk diameter (at 3 feet above the base) may be reused in the new landscaping upon approval by PortMiami. If the trees cannot be reused on site, the D-Br shall relocate to another site for beneficial use. Coordinate with PortMiami for location opportunities on the Port or other Miami-Dade County property. The relocated trees shall be maintained by the D-Br for no less than 1-year from the date of transplant. Existing clean topsoil may be removed and reused. Remove completely the irrigation system, including valves, pumps, and piping. Remove and dispose of all hardscaping features, including but not limited to, benches, fountains, walkways, and statuary.

2.1.13.1. Remove the existing Fountain, pumps, equipment, and water lines.

2.1.13.2. Remove and salvage and deliver to PortMiami the Memorial Park monument. Wrap the monument for protection and shipping.

2.1.14. **Pavements, Curbs and Gutters, and Sidewalks:** Remove completely all existing asphalt and concrete pavement, curbs and gutters, and sidewalks within the limits of the new work. Sawcut to a depth of no less than one-third the section thickness along the perimeter of the removals.

2.1.15. **Utilities and Conduits:** Existing utilities shall be cut and capped and removed, unless noted otherwise.

2.1.15.1. Cut and cap all potable and fire protection waterlines, and sanitary sewers servicing the facility at an existing valve or joint located near the site perimeter.

2.1.15.1.1. Remove the utility pipes in their entirety within the limits of the Project.

2.1.15.1.2. Utilities 4-inches or smaller in size may remain in place, provided they are grouted solid.

2.1.15.2. Remove electrical, IT, data, and communication conductors to the nearest site perimeter handhole or vault located outside the work area to remain in place. Cap/cut and tag all cables. PortMiami (ITD) will be responsible for removing the existing PortMiami's fiber optics backbone prior demolition of the existing Terminal H. The D-Br shall coordinate with ITD for the removals.

2.1.15.2.1. Empty conduits 3-inches or smaller may remain in place.

2.1.15.3. Provide survey of all underground features left in place, including piles, utility pipe lines, and conduits. Survey all cut and cap locations.

2.2. TEMPORARY CRUISE TERMINAL G PROVISIONING AND CREW ACCESS

2.2.1. Provide a temporary secured access points for use by entering and exiting provisioning and services trucks, ship's crew, and other authorized maritime staff and vehicles to the Cruise Terminal G berth. See Reference R7 for the general location and layout.

2.2.2. The provisioning access shall be located east of the existing CT G stair tower at the existing "Cruise Gate G – West" gate and driveway. There shall be a separate access (gate, driveway, pavement) for the service vehicles and provisioning operations east of the CT G stair tower (see Reference R7).

2.2.3. The D-Br shall modify the existing and provide new fences, gates, driveway pavement, and other features to provide secured access control. Relocating of the existing fence, gates, and other features may be required.

2.2.3.1. The existing secured waterside access booth, located at the existing Cruise Terminal tent, shall be relocated to the temporary secured apron access location. Relocate the exiting gate arm, electric and data services, and all related equipment within the booth.

2.2.3.2. The existing crew security booth located at the stair tower shall be relocated to the new crew access location (see below). Relocation includes electric power and data, and canopy, equipment and all related equipment and associated structures.

2.2.4. The D-Br shall provide electric power and lighting, and telecommunication to the site and booths. Coordinate with PortMiami for the requirements and service points. The D-Br shall incorporate meters for the electric and water services, with the monthly service costs for such borne by PortMiami.

2.2.5. The area(s) used for temporary provisioning, site access and circulations, driveways, and other elements required for this work shall be cleared, leveled, graded to drain, and paved. The pavement shall be maintained in good condition, satisfactory to PortMiami, throughout its life.

2.2.6. The area for the relocated crew access shall be cleared, leveled, and graded to drain. Existing planters, fencing, and pavement shall be removed as required.

2.2.7. The D-Br shall perform a turning analysis to demonstrate that the site has efficient and safe movements into and out of all truck spaces and through the access gates.

2.2.8. **Temporary Provisioning:** Provide a covered area by relocating the existing provisioning tent structure to the location shown. Provide new foundations for the tent. The D-Br shall be responsible to acquire any permits necessary for the relocation.

2.2.8.1. Provide no less than five (5) truck bays with direct access to the covered area. Each bay shall be no less than 12-feet wide with 4-feet between trucks.

2.2.8.2. Provide adequate lighting for low light and nighttime operations.

2.2.9. **Temporary Service Vehicles Secured Apron Access:** Provide a separate temporary driveway and gate west of the provisioning area for use by maritime service and staff vehicles.

2.2.10. **Temporary Access to Provisioning and Secured Apron Access:** Access to the temporary provisioning and service vehicles secured access shall be along a 14-feet wide reversable lane along the existing South America Way Roadway (see Reference R7). South America Way shall be restriped to provide two (2) travel lanes no less than 13-feet wide, and a FDOT precast concrete traffic barrier with a 6 feet high fence and screening.

2.2.11. **Crew Access:** Provide a separate crew access gate with the relocated guard booth adjacent to Cruise Terminal G as shown on the Reference drawing. Provide a new 5-feet

concrete sidewalk Cruise Terminal G to the gate and the apron. Coordinate with PortMiami for final routing. Provide appropriate fencing to maintain the secured perimeter.

2.2.12. The temporary facilities and access shall remain in service, shall be maintained in good condition by the D-Br, and shall not be removed until written approval is received from PortMiami. It is anticipated that the temporary provisioning, vehicle, and crew access will be relocated by **May 2021**.

2.2.12.1. Upon receipt of written approval from PortMiami, completely remove the temporary facilities, including the pavement section, electrical, water, and other utilities, Remove the gates and restore the secured fenced perimeter. The temporary tent foundations shall be removed completely and the tent structure removed, salvaged, and delivered to PortMiami.

2.2.13. The full width of South America Way and North Cruise Boulevard along the Cruise Terminal H project limits and where disturbed for utility construction shall be milled 1-inch and overlaid after removal of the temporary access. New pavement markings shall be provided. Coordinate with that required for the new Cruise Terminal H site access improvements.

2.3. EXISTING BULKHEAD WALL AND NEW CRUISE TERMINAL

2.3.1. The D-Br shall coordinate the construction of the bulkhead system with the terminal and other elements of the Project. The new Terminal is expected to be located above the existing bulkhead tie rods and anchor walls. (see Reference R30).

2.3.2. The D-Br shall note that due to the permitting schedule of the waterfront work the new terminal construction is expected to begin prior to the receipt of the waterfront improvements permit or final design and construction of such.

2.3.3. The existing bulkhead wall system shall be reviewed for loads imposed by the new terminal structure onto the bulkhead. The D-Br is responsible to maintain the structural integrity and stability of the existing bulkhead system until the new bulkhead is constructed and accepted.

2.3.4. The D-Br shall prepare a construction sequence and methodology for the construction of the terminal building with the existing bulkhead wall system in place, prior to construction of the new bulkhead system and fill. Submit to PortMiami for review and approval.

END OF PART 2 – SITE PREPARATION, DEMOLITION AND REMOVALS

PART 3. CRUISE TERMINAL

3.1. CRUISE TERMINAL PROGRAMMING

3.1.1. The Design-Builder shall design and construct a new cruise terminal as described here and in the Schematic Drawings included in the Attachments and References, which provides the required passenger embarkation/disembarkation services, including check-in, luggage on/off-loading, inspection services, security screening points, waiting lounges, support office spaces, ship's services/provisioning, CBP, and circulation of passengers and vehicles about the terminal complex.

3.1.2. **Attachment Schematic Drawings:** Schematic Floorplans, Elevations, and Sections have been developed by Virgin Voyages and their Design consultants and are provided in the Attachments and shall be considered as the minimum required in support of the Design Criteria Document (DCD). The final design shall be the responsibility of the D-Br, subject to approval by PortMiami (with consultation from Virgin Voyages and their Design consultants).

3.1.2.1. The Schematic Plans depicts the layout/floor plans developed by the PortMiami and Virgin Voyages design consultants. The Schematic Plans shall be considered as the required layout supporting the Design Criteria Document. The final design shall be the responsibility of the D/Br.

3.1.2.2. **Floor and Site Plans:** Site Layout, rooms, spaces, and areas as shown on the Schematic Drawings and described in the DCD and shall be referred to and respected and adhered to for flow and general sizing and details. The overall flow, circulation and disposition of principal elements (public/guest vertical circulation, main functions of provisioning, baggage screening, baggage laydown, CBP, guest entrances, terminal office functions, lounges, etc.) shall be respected and adhered to. However, the final sizes, dimensions, and detailed interior layouts are to be determined by the D-Br, with final review and approval by PortMiami and Virgin Voyages and their design consultants.

3.1.2.3. Space areas or dimension provided are provided for information and guidance only, unless noted otherwise in the DCD or on the drawings, to assist in the space planning of the final design. The D-Br should be conscious that many areas/rooms should be designed to accommodate minimum sizes which are critical for operations, with final review and approval by PortMiami and Virgin Voyages and their design consultants.

3.1.2.4. **Elevations and Sections** show the requirements for the Terminal exterior and floor elevations that the Architect has developed to convey his intent for the building and site. The D-Br should note that some of the graphically depicted elements (i.e. structural) are for illustration only to help show relationships of elements of the terminal and not intended as the directed solution or detail.

3.1.2.5. The D-Br shall coordinate and obtain approval from PortMiami and Design Consultant for the final design, and shall clearly note any deviations from the provided drawings.

3.1.2.6. **Design Criteria, Scope of Work, and Technical Guidelines** have been developed by consultants to PortMiami, and the Cruise Line (Virgin Voyages) that are specific to the needs of the Cruise Terminal H. The requirements have been included and are hereby referenced

for inclusion in the Project. The criteria, scope, and guidelines are in addition to those required by PortMiami requirements and standards.

3.1.3. **Reference Schematic Drawings** have also been provided to assist the D-Br in his design development, by providing conceptual plans and details prepared by PortMiami and Virgin Voyages consultants to show and support the *"Look and Feel"* intent of the design. They should be utilized by the D-Br in his final design for spaces and flow. It is expected that the Final Design will follow and incorporate the elements shown in the Schematic References as they convey the architectural design, finishes, and look and feel that is intended for the facility.

3.1.3.1. Some drawings, For example the Preliminary Furniture Plans and Schedules, have been made available/included to assist in developing the space and in locating lighting and power/data outlets.

3.1.3.2. **Finishes and Schedules** have been provided to convey, support, and clarify the requirement for the finishes and colors of the Terminal. Brands, Models, Manufactures, and Suppliers listed shall be considered as the Basis of Design, and should not be construed as a specification for a sole source product. The D-Br shall submit a final finish schedule for approval. Final colors shall be selected by PortMiami.

3.1.3.3. **Signage:** Schematic Drawings have been included to express the requirements for cruise line specific wayfinding and branding signage required for the Terminal.

3.1.4. **Materials:** Exterior and interior materials shall be durable, permanent, vandal resistant, easily maintained, and within the limits set by functional and code requirements including those necessary to meet a minimum LEED **"GOLD"** rating as established by the Green Building Rating System (GBRS).

3.1.5. The final design of the building and site shall address:

3.1.5.1. Resistance to unauthorized intrusion.

3.1.5.2. Accessible per program requirements, ADA and other applicable codes.

3.1.5.3. Ease of pedestrian and vehicular circulation within and around the Cruise Terminal H complex.

3.1.6. **Passenger Flow Simulation:** The Design-Builder shall prepare a simulation of passenger flow through the embarkation and disembarkation process, including luggage handling, from arrival at the terminal (drop-off and parking) to boarding of the ship, from disembarkation from the ship to claiming of luggage, processing through CBP, and departure (pick-up). The simulation shall be used to identify potential choke points or areas of concern in the design that may need to be adjusted.

3.1.6.1. The cruise terminal disembarkation process shall be designed based on a full ship disembarkation process of no less than 3,000 passengers over a four (4) hour period (typically 7:00 to 11:00 a.m.), and a complete passenger embarkation process over a three (3) hour period (typically 2:00 to 5:00 p.m.).

3.1.6.2. Embarking passengers may arrive many hours before the scheduled ship departure, and the arrivals continue throughout the day until departure of the ship. As the goal is to allow the arriving passengers to board the vessel as soon as possible after arrival/drop-off,

passenger flow and processing time shall be minimalized. The target is to achieve a journey time from entrance to boarding the ship of 10-minutes or less.

3.1.7. **Passenger Life Safety Flow Simulation:** The Design-Builder shall prepare a simulation of passenger flow during evacuation (life safety egress) events. The simulation shall be used to identify egress flow, potential choke points or areas of concern in the design and used to adjust the layout of the Cruise Terminal H egress corridors and exits.

3.2. EMBARKATION

3.2.1. Embarkation is the process whereby the arriving guests/passengers are received, checked in, and directed to the cruise ship. The embarkation process can be said to begin before a passenger even arrives at PortMiami, before they even get out of the vehicle. Arriving passengers need specific visual information to navigate the flow of drop off ground transportation and to enter the terminal, and garage, conveniently and safely. As they arrive, their checked luggage will be tagged and taken for processing onto the vessel. Free from their luggage, the passengers proceed through embarkation specific spaces and onto the vessel. Typically, guests will travel from the entrance meet and greet, to a pre-screening lobby, through security (including X-rays and magnetometers), to a waiting lounge, and then onto the cruise ship.

3.2.2. Passengers typically arrive by either bus, chartered vans, limousines or taxis, ridesharing, or private vehicles. Passengers arriving by buses, vans, limousines, and taxis will drop-off the passengers with their luggage in designated areas in front of the Cruise Terminal. Those arriving in their own car, may choose to drop-off their baggage and their traveling companions at the designated drop-off zones, or proceed directly into the parking garage where they bring their baggage to the Cruise Terminal staff for check-in. The passenger then proceeds to the embarkation vestibule for further processing and checking in.

3.2.3. The order of flow from one area to the other is organized and shall be followed by the D-Br designer. The D-Br is responsible to understand this process completely during the development of the Cruise Terminal design.

3.2.4. Embarkations areas generally consist of the following, in order of processing:

3.2.4.1. Passenger Drop-off; personal vehicles, buses, limousines, taxis, ride-share, and personal motor coaches.

3.2.4.2. Two (2) areas for baggage collection/check-in, screening, and sorting.

3.2.4.3. Passenger entrance vestibule, with meet and greet and initial check-in.

3.2.4.4. Passenger Lobby and Ticketing (Level 2).

3.2.4.5. Passenger security and screening (Level 2).

3.2.4.6. Waiting lounge (Level 3).

3.2.4.7. Boarding concourse (Level 3).

3.2.4.8. Passenger Boarding Bridge to the ship.

3.2.4.9. VIP passengers have a separate dedicated route to the ship passing through the VIP entrance and screening and then an expedited, escorted journey to the ship via the VIP lounge on Level 3.

3.3. DIS-EMBARKATION

3.3.1. The disembarking passenger leave the cruise ship to claim their baggage, are processed by Customs and Border Protection, and then proceeds to ground transportation. By necessity, the disembarkation pathways and processes must be completely segregated from the embarkation areas. The objective of the debarking process is to reduce the processing time to a minimum and to maximize the final experience for the passenger.

3.3.2. As with embarkation, the disembarkation space size, location, and orientation is shown in the accompanying Schematic Drawings and must be adhered to preserve the customer experience as set out by the PortMiami and Virgin Voyages design consultants. Any deviation to this pre-arranged route shall be reviewed and approved by PortMiami (with consultation from Virgin Voyages and their design consultants) prior to implementation.

3.3.3. Disembarkation areas generally consist of the following:

3.3.3.1. Passenger Boarding Bridge.

3.3.3.2. Disembarkation concourse.

3.3.3.3. Biometric Screening.

3.3.3.4. Baggage Laydown and claim.

3.3.3.5. CBP Primary.

3.3.3.6. CBP Secondary.

3.3.3.7. Exit vestibule.

3.3.3.8. Passenger Pick-up; personal vehicles, buses, limousines, taxis, ride-share, and personal motor coaches.

3.4. LOOK AND FEEL, ARCHITECTURE

3.4.1. The Schematic Drawings are provided to convey the required Floor Plan Layouts, Elevations, Aesthetics, Finishes, and other aspects of the Cruise Terminal. Renderings have been included to further illustrate the look and feel of spaces within and about the Terminal. The Design-Builder shall prepare the final design based on the DCD and the Schematic Drawings.

3.4.2. **Architectural:** The architectural concept for the design of the terminal building is based upon a palm grove oasis in the tropical urban landscape of Miami. The interior design of the terminal is both referential to the natural surroundings of lush tropical landscape as well as iconic "Miami-style" colors and materials, to match the skyline view of Downtown Miami. The terminal is based on this Palm Grove concept, a natural springing off point for vacationers to the Caribbean. The Cruise Terminal building is designed as an extension of the Palm Grove (see Part 5, *Site Improvements*, landscape section) which surrounds the entrance area and north side of the building.

3.4.3. In the context of the architectural design, the key elements which will determine the success of the design are:

3.4.3.1. **Columns:** The columns of the Terminal represent coconut palm trunks, with a curvilinear shape. The columns are shown as steel, hollow core circular sections in the schematic drawings, however they may be solid reinforced concrete or other suitable material. The final structural design is the responsibility of the D-Br, subject to the following requirements:

3.4.3.1.1. All "palm" column diameters shall be uniform and shall not exceed 32-inches, unless approved by PortMiami, and shall be continuous in this diameter for the entire length/height from floor to ceiling.

3.4.3.1.2. There shall be no less than twelve (12) "palm" column types/shapes, arranged to represent a random series of coconut palm trunks (see Schematic Architectural Drawings). The curvature and angles shall vary amongst these column types/shapes and all other curved columns in the building shall be derived from these main types/shapes.

3.4.3.1.3. All column types shall adhere to shapes indicated in the Schematic drawings. In the development of the structural strategy, column positions may shift from that shown.

3.4.3.1.4. The "Palm" column finish shall be smooth, Benjamin Moore 2140-50 Gray Horse in color, or approved equal. Appropriate fire protection should be applied as required. The finish shall not be accomplished with column covers, and shall not have any grooves, joints, or gaps in the surface.

3.4.3.1.5. The columns should sit clean on the floors with no rails, exposed fixings, or other appurtenances.

3.4.3.1.6. Straight, vertical columns will not be allowed except where otherwise shown, typically about the building perimeter, non-public spaces, and where enclosed in walls. Straight, vertical columns finish shall be smooth.

3.4.3.1.7. No items should be mounted on the columns (i.e. Audiovisual screens, signage, light fixtures, audio speakers, CCTV cameras)

3.4.3.2. **Ceilings:** The ceilings of the terminal building:

3.4.3.2.1. Shall be of a homogenous nature with seams/joints only where shown in the architectural/interior design reflected in the ceiling plans of the Schematic Drawings.

3.4.3.2.2. Access panels where required should be integrated with joints.

3.4.3.2.3. All lighting fixtures in the ceiling should be faithfully adhered to in terms of position, number and fixture types as set out in the Lighting Schematic Drawings.

3.4.3.2.4. Recesses for the skylights should flow continuously from the ceiling with no breaks or joints, except where indicated on the lighting drawings for edge lights.

3.4.3.3. **Roof:** Roof cantilever and edges should be as clean as possible with simple "thin" edge detail and chamfer back as shown on the Schematic Drawings.

3.4.3.3.1. Roof edge design and finish should minimize drip and details should be designed to avoid rainwater stains.

3.4.3.4. **Skylights** shall be of the four (4) types/shapes shown in the Schematic Drawings.

3.4.3.4.1. The skylights shall be the same number in total and shall be positioned as closely as possible to that shown on the Schematic Drawings.

3.4.3.4.2. The skylights should be placed to provide a random appearance and be rotated to avoid repetition.

3.4.3.4.3. The skylights shall be comprised of fixed clear glass. The skylights and associated lighting shall be placed in chamfered recesses in the ceiling as shown on the Schematic Drawings.

3.4.3.4.4. Integrated lighting shall be provided as conveyed in the Lighting Schematic Drawings.

3.4.3.4.5. The GTA roof shall include a combination of skylights and a small number of holes in the shape of the skylights. Except as noted on the Schematic Roofing Drawings, the skylights shall be comprised of fixed clear glass and lighting as noted for the main terminal. For skylights indicated as open to the sky, storm water shall not be allowed to flow over the edges of the open skylights. Stains from storm water drips will not be acceptable.

3.4.3.5. **Glazed Curtain Wall:**

3.4.3.5.1. Glass modules should be as large as possible within a module based on the overall structural grid. Panel sizes should be consistent across the entire façade of the terminal.

3.4.3.5.2. Metal frame sections should be minimalized and be as thin as possible.

3.4.3.5.3. Metal frame finish should be powder coated.

3.4.3.5.4. Vertical mullions shall be emphasized (visually) over horizontal mullion members.

3.4.3.5.5. Curtain wall system is intended to be structural glazing. Glazing shall have a Solar Heat Gain Coefficient (SHGC) of 0.21 or less.

3.4.3.5.6. Allowance should be made for the installation of a series of uplights on the substructure of the glazing (transoms/mullions) as indicated on the Lighting Schematic Drawings. These should be installed as discreetly as possible following the installation guidelines set out in the Schematic Drawings. Light fixture and trim colors to match the glazing frames.

3.4.3.6. **Exterior Finish Coatings:**

3.4.3.7. All finish coatings shall meet the latest Miami-Dade County requirements of resisting windborne debris. Cladding/attached systems shall have proper NOA or State of Florida Product Approval and shall comply with the FBC.

3.4.3.8. Stucco walls shall be smooth and painted and act as a solid visual frame to a much "lighter" storefront façade system. Score lines on the stucco finish are encouraged.

3.4.3.9. All exterior stucco finished surfaces shall be given a thinned lacquer seal coat followed by two coats of vinyl base paint. Consult with PortMiami for colors.

3.4.3.10. All exposed metals and/or coatings shall be designed to withstand the harshest marine and industrial environment and shall be approved by PortMiami.

3.4.3.11. On the North face of the terminal, Ground Level, paint the word "AHOY" across the wall, full height, spaced across the width of the terminal, as shown in the Schematic Architectural Drawings, Elevations. The sign shall be painted over doors and walls for continuity of letters. The paint and color specification shall be coordinated with PortMiami and Virgin Voyages.

3.5. INTERIOR DESIGN:

3.5.1. The Terminal's design is based off the experience of a "Sailor" happening up on a Palm Grove oasis upon the tropical urban landscape of Miami. The interior design of the terminal is both referential to the natural surroundings as well as a merge with a contemporary upbeat nature with the exciting views of both the cruise ship and downtown Miami.

3.5.2. The Sailor's Arrival, Meet and Greet- Ground Level:

3.5.2.1. **LED Panels:** Once "*Sailors*" (general passengers) arrive to the interior of the terminal at ground level (Meet and Greet space), they will be greeted with full height vertical multiple column LED screen panels (western wall) that aligns with the storefront mullions above. The LED panels shall be mounted to the storefront mullions and partition wall below. Spacing of the LED Panels shall be coordinated with the spacing of the storefront and manufacturer's recommendations to create a visually legible view of the selected content and imagery. Customized artwork, Virgin Voyages branding imagery, or even clips of calming waves could be displayed to greet sailors, leaving them in awe of the space. The thickness of the LED panels should not inhibit or exceed into the lobby space and have a continuous thin profile.

3.5.2.2. **Paint:** All paint to be scuff-resistant, and eggshell finish.

3.5.2.3. **Meet and Greet Millwork:** The aim of the Cruise Line is to check in *Sailors* / passengers completely digitally. If the *Sailor's* data is approved/*green*, they can simply walk through the terminal without interacting with check-in stations. If *Sailor's* do not have the approval/*green* to continue to security screening, to the left of arrival entrance (Meet and Greet) shall be a small, intimate check-in area with floating wall mounted wood-fluted millwork and one (1) large island (see Schematic Drawings) where greeters (*Angels*) will process them (See Schematic Interior Design drawings).

3.5.2.3.1. Provide a mobile check-in island, consisting of lacquered red (RAL 3002-100) solid surface countertops, to give Sailors a Virgin branded area feel. The island shall accommodate three (3) greeters, or *Angels*, using iPads, allowing them to assist the guests with the transition in becoming sailors. Include a polycarbonate iPad stand for each *Angle*. Provide a single concealed hidden grommet for electrical access to the interior of the island, with capping of the same solid surface top material.

3.5.2.3.2. The custom wood millwork should match in tone to the wood acoustical panels in the stairway leading up to Level 2 as well as the bench seating around the planters in the Level 2 Lobby. The fluting creates a reference to stalks of landscape as well as creates a continuous texture drawing sailors into the space.

3.5.2.4. **Vinyl Wallcovering:** Vinyl wallcovering graphics shall be included behind the check-in/hotspots millwork. The graphics/customized artwork shall represent an organic cloud or water pattern with Cruise Line branding (Example: AHOY SAILOR) printed directly onto the wallcovering and not applied as an application after. Final graphics shall be approved by PortMiami.

3.5.2.5. **Baseboards:** Vinyl baseboards shall have a thickness and profile to give a more upscale version of the space, in lieu of thin vinyl baseboards. Color as shall match the terrazzo flooring finish, and be approved by PortMiami.

3.5.2.6. **Downlights:** All downlights should be trimless when recessed into drywall with white interior fixture for a hidden effect. See Schematic Lighting Details

3.5.2.7. **Terrazzo Flooring:** For all levels (excluding VIP) , the terrazzo floorings is to have an aggregate gradient effect to form a coloration and tone that resembles shells and sand at the beach. The heavy density custom aggregate areas will form a 2 to 3-foot perimeter around most walls in an organic curved panel, leaving openings for Front of House Doors (bathrooms, elevators, staircases, terrace doors).

3.5.2.8. The transition into lower aggregate density area should happen in an approximate 2-foot length. The final terrazzo flooring in the main space should have an organic and natural feeling of low-density aggregate of mother of Pearl (low %) and natural shell.

3.5.2.8.1. Terrazzo densities and coloration should follow the Referenced Artistic Surfaces finishes as follows: High density aggregate: TZ=F-054-19; Lower density: TZ-F-053-19

3.5.2.9. The majority of square footage and the main walking space of the terminal should be left with the less aggregate to produce a clean, polished white aesthetic. Refer to the interior finish floor plans for general area of heavy aggregate versus low aggregate areas. The aggregate should be thrown in organic patterns leaving some areas denser than others, as natural shells wash up on the shore line on Miami's islands and beaches. Final design to be submitted to PortMiami for approval.

3.5.2.10. **Signage:** Interior signage design, placement, and quantities to be designed with signage consultant and Virgin Voyages. See Schematic Signage Drawings.

3.5.3. **<u>The *Sailor* Screening – Second Level</u>**

3.5.3.1. **Wall Mural:** Provide a multi-Pantone Color paint mural that leads sailors through the screening space and wraps around the elevator/bathroom core and through security (see Interior Design Schematic Drawings). The mural should give the *Sailor's* a backdrop to focus on for a streamlined terminal experience- while removing itself from the architecture enough to stand alone.

3.5.3.2. **Check-in Millwork Islands:** Provide six (6) mobile check-in islands following the design criteria describe for mobile check-in stations millwork at ground level Meet and

Greet area, manufactured with the ability to be temporarily located as needed with connections available via flush floor mounted electrical/data connection points around the perimeter of the north and west storefronts. Each mobile check-in station shall be able to accommodate 2 angels serving a guest each.

3.5.3.3. **Planters and Benches:** Provide custom Planters with faceted design resembling the skylight openings, made of glossy white fiberglass. Depth and section details of planters to be designed by architect and landscape consultant for specific species of planting. Provide largest possible planting in the higher level of planters, giving an interior Palm Grove feel with lush tropical trees, and low textural shrubs and planting on lower level. Benches shall be made of wood veneer, used to create the seating and back along two sides of multi-faceted planters (wood tone to match that used for the ground level check-in counters and stairway paneling). Provide mock-up of planter for testing of planting, scale, and seating.

3.5.3.4. **Staircase Wall Cladding:** Staircase walls and ceiling shall be cladded in bamboo wood slat acoustic panels, by plyboo or approved equal. The reveal detail between flooring and wall panel shall create a floating effect on wall panel. Panels are to be the full height of staircase interior cavity as seen in rendering and finish plan. Vertical wall panels and ceiling panels to meet in a mitered effect creating a portal of the same material in the staircase cavity. All exposed wood panel edges to receive a polished stainless-steel trim capping. Mock-ups will be required of wall panel to ceiling transition and wood panel ceiling to skylight transition.

3.5.4. **<u>The Sailor Waiting Lounge – Third Level:</u>**

3.5.4.1. **Carpet:** Carpet design to be complete with diagonal and square carpet tiles made of four colors (grey, light blue, dark blue, and a red/pink). Pattern and organization of carpet tile design for three areas (see the Schematic Interior Plans for layout). Carpet design must be held to general dimensions. All seating should be placed within carpeted area. Electrical penetrations should be coordinated with tandem seating system.

3.5.4.2. **Flooring Transition:** Polished stainless-steel transition strip to be used between carpet tile and poured terrazzo to minimum thickness required. Length of transition strip should be as continuous as possible with minimal breaks. Transition strip between terrazzo and porcelain tile of bathrooms shall happen on the interior threshold of bathroom doors as indicated in plan.

3.5.4.3. **Furniture and Seating:** Continuous seating shall have vinyl upholstery and undulate through space not intersecting any structural columns. Seating to be tested for Virgin Voyage's approval. Any revisions in upholstery or specifications to be approved by PortMiami. Furniture and seating will be provide by PortMiami.

3.5.4.4. **Elevator Wall:** Elevator and bathroom walls to follow same details, finish, and wood tone of interior staircase on Level 2. Wood acoustic panels to wrap around all corners with mitered edges. Any exposed wood panel edges should receive polished stainless-steel end capping.

3.5.4.5. **Electrical Outlets:** Provide electrical flush floor outlets for the general waiting area seating. Continuous seating will have integrated outlets on the face of the base of the seating above floor for *Sailor* use. High-top tables will have integrated outlets down the

center for laptop or charging use. All floor outlets to be coordinated with furniture and logistic needs of PortMiami.

3.5.5. Sailor Needs- Bathrooms:

3.5.5.1. **Plumbing Fixtures:** Plumbing fixtures to be hard-wired sensored for automatic flushing and dispensing including: urinal, toilet, foam soap dispenser, and faucet. Plumbing fixtures to be sustainable and efficient with water usage. Toilets to be wall hung for hygienic maintenance purposes.

3.5.5.2. **Tile:** Main terminal Bathroom design to include large format rectified matte porcelain wall tile and multiple rows of 3x10 vertical stock bond orientation of ceramic wall tile. Wall tile of six (6) different shades used to form a gradient effect with the lowest row of 3x9 tiles to be the darkest with the highest row to be the lightest. All grout lines to be aligned and stack bonded- no offset orientation in floor or wall. All porcelain tile to be rectified.

3.5.5.3. **Grout Lines:** Floor grout lines to be as minimal as possible and color to match the specified tile. Final grout colors to be approved by PortMiami. Wall grout line thickness may be used for design purposes as specified. Custom coloring may be required depending on tile.

3.5.5.4. **Stalls:** Partition Stalls to be fabricated from anti-microbial stainless steel. Partitions to have privacy site lines and integrated hinge hardware. Privacy indicators required. Partitions to be mounted from floor to ceiling and coordinate with tile layout.

3.5.5.5. **Accessories:** All accessories to be coordinated with electrical as needed. All accessories to be recessed into wall or partition mounted as needed. Stainless Steel finish from same supplier to be used for all accessories. Provide both hand dryers and paper towel dispensers. All accessories shall comply with ADA requirements.

3.5.5.6. **Countertop Sinks:** Countertops and sinks to be integrated out of casted seamless quartz material for hygienic purposes. Trough sinks proposed for limited counterspace and hygienic maintenance purposes.

3.5.6. Angel Needs, Crew Lounge – Third Level:

3.5.6.1. **Carpet:** Broadloom carpet shall be depressed into finished concrete floor with polished stainless-steel transition strip. Transition strip should protect carpets edges.

3.5.6.2. **Exposed Concrete:** A topping slab shall be poured in Front of House areas including Crew Entrance, Baggage Claim, and Crew Lounge to avoid cracking in finished flooring- as well as a semi-polished stain as desired.

3.5.6.3. **Wallcovering:** Wallcoverings should be placed on designated walls per the Schematic Drawings and shall wrap around all corners. Baseboard shall be applied on top of wallcovering finish.

3.5.6.4. **Outlets:** High-top tables to receive integrated power outlets. Outlets locations to be reviewed by PortMiami in coordination with lounge furniture.

3.5.6.5. **Countertops:** All countertops to be quartz material with mitered edges.

3.5.7. Rockstar Arrival, VIP Entrance – Ground Level:

3.5.7.1. **Terrazzo:** Poured in place terrazzo flooring to be 5/8" thickness for larger scale aggregate. Consistent aggregate throughout the space with specified colors.

3.5.7.2. **Cove Details:** LED Lighting coves to happen at base reveal (max. 4") and ceiling wall cove. Warm LED light on dimmers to be used. Base metal reveal and wall metal reveal to be painted/coated in same paint color as wall, as to not see the change in finish. Ceiling light cove to hold return air, continuous warm LED on dimmer, and bracket system for hanging rope. Interior finish of ceiling cove to match finish of walls.

3.5.7.3. **Rope:** Nautical Rope, as seen in rendering, of a diameter of approximately 1-inch (to be tested through sampling) hanging 2 to 4-inches off the painted wall. Rope shall be mounted from interior of ceiling cove. Rope to receive polished chrome end caps. Rope lengths to vary no more than 1-inch in length.

3.5.7.4. A neon sign shall be incorporated into the North wall with the words *"Good vibes"* as shown in the interior rendering.

3.5.7.5. **Paint:** Paint to be tested with lighting scheme. Paint to be Satin or Semi-Gloss finish.

3.5.7.6. **Planters:** Planters to be gloss white fiberglass varying in scale. Landscape species to be consulted and specified by consultant.

3.5.8. **Rockstar, VIP Lounge – Third Level:**

3.5.8.1. **Drapery**: Sheer drapery mounted to horizontal interior storefront mullion with fascia hiding mechanism. Drapery to be ripple fold 100% fullness.

3.5.8.2. **Planters::** Planters to be gloss white fiberglass varying in scale. Landscape species to be consulted and specified by consultant. Planters should be of high quality with straight edges and seams.

3.5.8.3. **Carpet:** Carpet to be inset in poured terrazzo with dimensions and radius shown in schematic drawings. Transition strip to be in polished stainless steel and be protective of carpet edge.

3.5.8.4. **Terrazzo:** Poured in place terrazzo flooring to be 5/8" thickness for larger scale aggregate. Consistent aggregate throughout the space with specified colors. Terrazzo aggregate density and coloration to follow Artistic Surfaces TZ-F-052-19.

3.5.8.5. **Trellis:** Wooden trellis design to be coordinated with structural consultant and millworker for minimal exposed structure beyond the wood veneer design, as seen in the rendering. Aircraft cable may be added from structural wall if needed to support cantilevered wood trellis pieces. Structural support above the wood trellis design may extend from sheer wall to support wood trellis beams below. Wood members shall be between 1 and 2-inches in width. Similar wood slats to extend down vertical portion of wall within inset LED lighting to produce splayed lighting feature as seen in rendering. Spacing between all wooden members to remain as consistent as possible. Lengths of wood members and slats vary in size as seen in Schematic Drawings. Trellis Millwork to be of high detailed and finish. No exposed hardware. No poor quality seaming. No exposed edges. Mitered edger required when necessary. Trellis shall extend from doors to concourse

wrapped around the core wall to bar millwork area until the storefront glazing begins . Trellis to be representative of structure of Palm Fronds and shall overhang the general terrazzo walking area, so Rockstar's are walking under multiple layers of palm canopies. Canopy shall not overlap over carpeted area.

3.5.8.6. **Bar Millwork:** The Front Bar is to be constructed out of marble slab with a curved bar top both in plan and section. LED liner lighting to be integrated into front face of millwork from transition between curved bar top and vertical marble millwork. Millwork shall be lifted off the flooring with a polished stainless-steel reveal. Recessed bar front millwork to be made out of semi-polished stainless-steel panels (may be switched to semi-frosted mirror). Mock up required of bar section. Marble top shall acquire a topping finish for stain resistance and low absorption. All edges of marble to be finished in high quality to reduce seaming lines. Slabs used for millwork shall be of similar veining pattern (not book matched) and come from the same lot of marble for similar appearance. See section detail of bar in Schematic ID drawings for requirements. Back of House requirements (Equipment, sinks, drink rail, ice machine, refrigerator, etc. shall be provided). Finishes and Details for Bar millwork to be of high detail and finish. No exposed hardware. No poor quality seaming.

3.5.9. **Baggage Claim – Ground Level:**

3.5.9.1. **Exposed Concrete Floors:** Exposed concrete floors shall receive a topping slab of mid-tone charcoal grey semi-polished to PortMiami's liking. Provide a mock-up of finish.

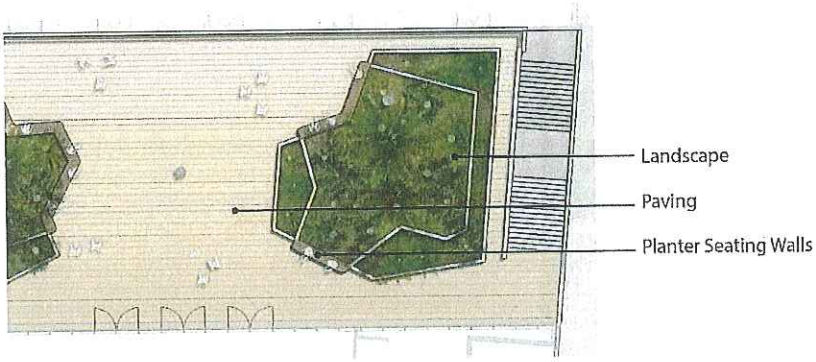
3.5.9.2. **Exposed Ceiling:** Exposed ceiling, including mechanical ducts, plumbing conduit, electrical conduit, sprinklers, etc. shall be painted matte black in color.

3.5.9.3. **LED Lights:** An arrangement of linear LED lights in the shape of palm fronds are to be suspended over the baggage laydown area; refer to the Architectural Reflective Ceiling Plans (RCP) schematic drawings.

3.5.9.4. **Columns:** All exposed columns shall receive a matte paint finish, matching the curved columns of the main terminal spaces.

3.5.10. **Garden Terrace – Second Level:**

3.5.10.1. The Garden Terrace is a unique pedestrian environment located on the second level of the Terminal, allowing for sweeping views of the Miami skyline. Defined intimate seating spaces are carved out by dynamic multi-tiered planters with lush vegetation, a sanctuary space to soften and beautify the urban landscape. The Garden Terrace and all its



components will contribute to the definition of a true gathering space designed to accommodate all users and various programming potential, including special events.

3.5.10.2. **Paving:** Provide 2-inch depth, cast-in-place, scored shellcrete terrazzo paving over the structural concrete slab, by Artistic Surfaces product #SS-F-005-13, or approved equal. The design intent is to provide seamless visual continuity between the interior Lobby terrazzo flooring and exterior terrace paving in terms of color, aggregate size and aggregate density. Provide saw-cut joints at 9-inches width, parallel, typical, to emulate wooden plank decking. Provide a mock-up of the paving for review and approval.

3.5.10.3. **Planter Seating Walls:** Provide cast-in-place concrete planter walls at 12-inches AFF and 36-inches AFF, with smooth stucco exterior finish. Provide Hardware mounted, Forest Stewardship Council (FSC) certified Ipe wood-slat benches with UV protectant and hardwood finish to match interior benches with a seating height of 18-inches AFF (see Schematic Landscaping drawings). Provide a mock-up to demonstrate finished appearance, workmanship standards, and quality.

3.5.10.4. **Landscape:** The Elevated Terrace landscaping shall adhere to the design aesthetic of the ground level plantings, with the addition of various tropical, colorful, textural specimens to craft a vibrant and lush oasis. Palm plantings should consist primarily of character "C"-curved and "S"-curved coconut palms, with smaller palm species such as thatch palm and cycads used as secondary additions. Refer to the Schematic Landscape Drawings for the design intent and plant palette.

3.5.10.5. Drainage and Waterproofing: Slope the paving for drainage to a linear trench/slot drain located along the center of the terrace, running parallel to the paving joint pattern. The edges should be pitched/sloped toward the drain. The use of multiple sloped drainage areas is discouraged, so as to minimize interruption to the wooden plank paving design intent.

3.5.10.5.1. Provide a complete waterproofing system about the terrace to protect the rooms/spaces underneath the garden terrace. Provide a 20-year extended warranty against leaks.

3.5.10.6. Irrigation: Provide a drainage and irrigation system in the planting areas shall be provided. The irrigation system shall provide for full coverage of plant material with zero overspray.

3.5.11. **Interior Raised Planter:** Interior raised planters are intended to match in design and aesthetic to exterior versions located on the Elevated Terrace. Provide complete planter's drainage and/or irrigation system for the interior planters. The mechanical irrigation system shall provide for full coverage of plant material with zero overspray outside of planter walls. Refer to Schematic Interiors drawing set for location and additional information on interior raised planters.

3.5.11.1. **Landscape:** The Interior Raised Planter landscaping shall adhere to the tropical, textural design aesthetic of the Elevated Terrace plantings, with a color palette of only shades of green to craft a vibrant and lush oasis which does not detract from the Interior design package. Refer to Schematic Landscape Design Intent Drawings for layout and project plant palette. The plant palette shall be used as a guideline for species selection, but is inclusive to the addition of other PortMiami approved plant material. Plant species

selection should be carefully reviewed to ensure the selection of species which are known to tolerate and thrive in the harsh, interior environment where they will be placed.

3.5.11.2. **Drainage and Waterproofing:** Provide a complete waterproofing system within the planters, including a drainage system to protect the Lobby and the rooms/spaces located underneath the planters. Provide a 20-year extended warranty against leaks.

3.5.12. Lighting:

3.5.12.1. Lighting shall comply with the Lighting Schematic Drawing and Design Criteria.

3.5.13. General Requirements:

3.5.13.1. Mechanical, electrical, and IT/communication systems shall be integrated into the building design. Fixture and outlet locations, and forms, sizes, finishes, colors, and textures of exposed mechanical and electrical elements shall be coordinated with all other interior elements. All Conduits shall be concealed, wherever possible, behind wall/partitions and ceilings/soffits. Where fixtures are exposed, they need to be discreetly integrated with the interior design elements. All coordination of fixture placements should be carried out in 3D model studies and must be reviewed and approved by PortMiami before implementation. No fixtures or conduit shall run exposed on curvilinear or exposed columns.

3.5.13.2. Wayfinding Signage shall be coordinated with PortMiami and Virgin Voyages design intent schematic drawings. Wayfinding shall be designed by a professional with Wayfinding experience and shall be in accordance with the Signage Schematic Drawings.

3.5.13.3. The Design-Builder shall provide areas of egress discharge as required by Code, the Building Department, and the Fire Marshall.

3.5.13.4. The west face of the terminal building shall be located parallel to and 65'-0" from the face of the new bulkhead concrete cap. The ground level waterside walkway is not considered the face of the terminal.

3.5.14. Mock-Ups and Samples: Provide mock-ups and samples for review. Approved mock-ups and samples will serve as the basis of acceptance in the final construction. Provide the following mock-ups and samples. Other mock-ups and samples may be required elsewhere in the DCD:

3.5.14.1. Typical interior curved 'Palm Tree' column with floor and ceiling junction.

3.5.14.2. Skylight, 1 type showing glass, edge and fixing details set in chamfered recess.

3.5.14.3. Typical panel glass curtain wall, including at least 1 framed window module, part horizontal structure and vertical column.

3.5.14.4. Typical roof edge with chamfered profile.

3.5.14.5. Part exterior planter and integrated seating on Garden Terrace.

3.5.14.6. Garden Terrace floor finish.

3.5.14.7. Large lit Virgin Voyages logo on exterior façade.

3.5.14.8. Large lightbox sign 'LET'S VOYAGE' on waterside façade (one letter mock-up required with glass curtain wall backdrop and fixing detail)

3.5.14.9. Stucco exterior, painted.

3.5.14.10. Poured/stamped concrete pavement at main and VIP entrance, no less than 10 feet by 10 feet.

3.5.14.11. **Interiors:**

3.5.14.11.1. Terrazzo floor, no less than 10-feet by 10-feet, showing gradation of color/aggregate).

3.5.14.11.2. Ground level built in wall-mounted desks for check-in (typical section).

3.5.14.11.3. Typical moveable check-in desk (full).

3.5.14.11.4. All Front-of-house balustrade types throughout the building.

3.5.14.11.5. Glass screen wall dividing holding area and concourse (3rd floor) .

3.5.14.11.6. VIP Lounge; Screen at glass walls (to screen views from main holding area into VIP Lounge).

3.5.14.11.7. Samples of all floor, wall and ceiling finishes

3.6. LEADERSHIP in ENERGY and ENVIRONMENTAL DESIGN (LEED)

3.6.1. The Design-Builder is responsible to design and construct the Cruise Terminal and all its elements in a manner that results in the obtaining of not less than a rating of "**GOLD**" under the Leadership in Energy and Environmental Design (LEED) New Construction Green Building Rating System (GBRS).

3.6.2. The integration of innovative "green" features that reinforce local context and natural site relationships and sustainable technologies shall be used whenever possible.

3.6.3. A *Draft* LEED checklist and a Virgin Voyages LEED Design Criteria is included in the Reference Documents (R20 and R21).

3.6.4. The D-Br shall take note that one of the recommendations in the LEED scoresheet is the implementation of solar energy panels to offset the minimum 1-percent of the terminal's annual energy usage. It is in the interest of Virgin Voyages and PortMiami to implement this renewable energy resource and the D-Br **should** endeavor to deliver this minimum energy offset with the installation of solar panels as described in the LEED narrative. The placement of solar panels on the terminal or the GTA roof structure will not be acceptable.

3.7. CRUISE TERMINAL FLOOR PLAN – GROUND LEVEL

3.7.1. The Ground Level Floor Plan is shown in the Schematic Drawings, Attachment A7. The Design-Builder is responsible for the development of the final design based on the provided floor plan. The areas to be included on the Ground Level and their requirements follows, generally from south to north. Coordinate the layout with the site improvements, Ground Transportation Area (GTA), waterfront improvements, and the ship's provision spaces.

3.7.2. Provisioning Loading Dock

3.7.3. Provisioning Office

3.7.4. Crew Entrance

3.7.5. Baggage Collection and Screening, and Sorting

3.7.6. Baggage Staging

3.7.7. Baggage Laydown and Claim

3.7.8. Restrooms, Baggage Laydown

3.7.9. Restrooms, Exterior

3.7.10. CBP Primary

3.7.11. CBP Secondary

3.7.12. Meet and Greet / Check-In / Hotspots

3.7.13. Cruise Line office(s)

3.7.14. VIP / Rock Star Entrance and Screening

3.7.15. Restrooms, Stevedores, Crew, and Staff

3.7.16. Back of House

3.7.16.1. Electrical Rooms

3.7.16.2. Air Handling Units / Mechanical Room

3.7.16.3. Elevators and Machinery/Control

3.7.16.4. IT/Telecommunication and IDF rooms

3.7.16.5. AT&T

3.7.16.6. Storage

3.7.16.7. FPL Vault

3.7.16.8. Fire Pump

3.7.16.9. Boiler

3.7.16.10. Generator

3.7.16.11. Trash and Recycling

3.7.16.12. K-9 kennel

3.7.16.13. Egress Stairs

3.8. CRUISE TERMINAL FLOOR PLAN – SECOND LEVEL

3.8.1. The Second Level Floor Plan is shown in the Schematic Drawings, Attachment A7. The Design-Builder is responsible for the development of the final design based on the provided floor plan. The areas to be included on the Second Level and their requirements follows, generally from south to north.

3.8.2. Harbor Patrol and Fire Department

3.8.3. Areas open to the Ground Level, over the Baggage Laydown/Claim and Meet and Greet.

3.8.4. Cruise Line Offices and Restrooms

3.8.5. Security Offices

3.8.6. Passenger Screening and Queuing

3.8.7. Passenger Lobby

3.8.8. Cruise Line Difficult Conversation Room (DCR)

3.8.9. Restrooms

3.8.10. Garden Terrace

3.8.11. Back of House

3.8.11.1. Electrical Rooms

3.8.11.2. Air Handling Units / Mechanical Room

3.8.11.3. Elevators and Machinery/Control

3.8.11.4. IT/Telecommunication and MDF Rooms

3.8.11.5. Storage

3.8.11.6. Pantry

3.8.11.7. Egress Stairs

3.9. CRUISE TERMINAL FLOOR PLAN – THIRD LEVEL

3.9.1. The Third Level Floor Plan is shown in the Schematic Drawings, Attachment A7. The Design-Builder is responsible for the development of the final design based on the provided floor plan. The areas to be included on the Third Level and their requirements follows, generally from south to north.

3.9.2. Cooling Tower, on Roof over the Marine Police and Fire Department Office Space

3.9.3. Biometric Screening

3.9.4. Crew Lounge with Crew Locker Area

3.9.5. Wellness Room

3.9.6. Crew Restrooms

3.9.7. Finishing Kitchen

3.9.8. VIP Lounge with Restrooms

3.9.9. Boarding Concourse

3.9.10. CBP Interview Room.

3.9.11. Back of House

3.9.11.1. Electrical Rooms

3.9.11.2. Air Handling Units / Mechanical Room

3.9.11.3. Elevators and Machinery/Control

3.9.11.4. IT/Telecommunication and IDF Rooms

3.9.11.5. Storage

3.9.11.6. Egress Stairs

3.10. PROVISIONING LOADING DOCK AND OFFICE – GROUND LEVEL

3.10.1. Provide a provisioning loading dock for no less than eight (8) provisioning trucks. The spaces shall accommodate AASHTO standard WB 67 vehicles. Provide pavement markings to designate each space. See Part 5, *Site Improvements*, for additional information.

3.10.2. Provide a Provisioning Office space on the ground level adjacent to Provisioning Loading Dock for use by the dock manager. The office shall be no less than 150 square feet in size, capable of accommodating up to four (4) work stations, printer/copier, and shelving. Provide a single 3-feet wide door with tinted glass view panel.

3.10.3. The loading dock surface shall be concrete with a heavy broom nonskid finish, sloped to drain. An elevated loading dock is not required.

3.10.4. Screen the loading dock from view by the passengers and South America Way by a solid full height (Ground to Second Level) walls, aesthetically complementary to the Terminal.

3.10.5. Provide a K-9 Kennel room complete with floor drain and hose-bib adjacent to Provisioning Loading Dock for use by CBP and Port Police. The kennel shall be no less than 100 square feet in size and shall be ventilated, heated, and cooled. Provide a single 3-feet wide door with tinted glass view panel.

3.11. CREW ENTRANCE – GROUND LEVEL

3.11.1. Provide an area for ship's crew to enter and exit the waterfront secure area with appropriate security and CBP processing. Access will be restricted to crew. The area shall be separated from the passenger area, with no general public having access to the crew entry/exit area.

3.11.2. The landside entrance shall be at the south end of the terminal, separated by a visual barrier from the passenger baggage collection operations and terminal entrance.

3.11.3. The waterside entrance shall be into the secured/restricted apron access zone and shall be securable and lockable.

3.11.4. Provide a security station or booth for processing the crew.

3.11.5. Provide space for two (2) baggage X ray scanner and one (1) personnel magnetometer.

3.11.6. Provide one (1) access controlled elevators for crew access to the Level 3 Crew Lounge. The elevator may be jointly used by disembarking passengers from the Level 3 Biometric Screening to the Level 1 Baggage Claim.

3.11.6.1. The access control from/to the crew spaces shall be programed to not allow access if the door into the passenger areas is open.

3.11.7. The area shall be enclosed and provided with appropriate lighting and HVAC.

3.11.8. Provide Wayfinding signage to guide the crew to/from the area, while advising passengers that it is a restricted zone.

3.12. BAGGAGE DROP-OFF, CHECK-IN, SCREENING, AND SORTING – GROUND LEVEL

3.12.1. Provide two (2) baggage drop-off/check-in and screening spaces along the passenger drop-off walkway for the passengers to check-in their non-carry-on baggage with the Cruise Terminal staff. The spaces shall be large enough for the luggage to be queued near the collection point before being transferred to the baggage screening area. The locations must allow for convenient, free and safe flow of the guests to the Embarkation Vestibule. They shall be placed with enough separation to provide easy access to one or the other from both the POV and the Bus drop-off areas.

3.12.2. **Baggage Screening:** One (1) space shall be located at the south end of the terminal and include space for two (2) X-Ray baggage screening machines (provided by others). The baggage screening shall discharge all cleared luggage onto the baggage conveyor system. The entrance to this area shall be screened from passenger view with metal screening walls as shown on the Schematic Floor Plans.

3.12.3. **Screening and Sorting:** The second space shall be located near the northern end of the terminal as shown in the Schematic Drawings. This area will be the primary screening and sorting area for checked-in baggage. It shall accommodate three (3) baggage X-ray screening machines (provided by others), and the terminus of the overhead conveyor system from the first baggage screening area.

3.12.4. The Baggage Drop-off, Check-in, and Screening Areas do not require air conditioning or heating but shall be provided with adequate circulation fans for ventilation to minimize heat buildup, as required by Code. The Baggage Sorting Area within the building envelope shall include HVAC, and all overhead doors that open to the outside or to a non-HVAC area shall include air curtains to reduce loss of conditioned air.

3.12.5. The floor to ceiling/structure height shall be no less than 12-feet.

3.12.5.1. Lighting, ducts, fans, or other items may intrude into this clearance, provided no less than 11-feet of vertical clearance is provided.

3.12.5.2. The overhead baggage conveyor may intrude below the ceiling provided it is along the perimeter of the space, where no forklifts may pass under such, and no less than 10-feet of clearance is provided.

3.12.6. Provide Wayfinding signage adjacent to and above the baggage drop-off/screening area.

3.12.7. Provide complete CCTV surveillance coverage of the baggage drop-off, screening, and sorting areas.

3.12.8. Design-Builder shall provide power and data communications for the baggage X-Ray screening equipment through floor outlets.

3.12.9. No conflict points shall be allowed between the baggage transfer operations and passenger embarkation/disembarkation operations (i.e. crossing of baggage embarkation baggage carts with disembarkation baggage laydown or passenger exits).

3.12.10. The finished floor elevation shall match the adjacent sidewalk plus ½-inch and shall provide positive drainage out of the space.

3.12.11. Access to the screening area from the passenger drop-off walkway shall be via overhead roll-up doors, no less than 15-feet wide by 10-foot tall. A secondary controlled access personnel door shall also be provided adjacent to the roll up doors.

3.12.12. **Baggage Conveyor System:** Provide a secured overhead conveyor system to transfer screened luggage from the southern screening area to the northern baggage sorting room flat plate carousal. The conveyor system shall be secured and shall be designed and constructed to allow for maintenance and operational access. Provide a fluid drip pan and discharge under the conveyor system.

3.12.12.1. The overhead conveyor system over the CPB Primary and secondary spaces shall be enclosed and segregated from the CBP areas. No access to the conveyor shall be allowed from any CBP space. Maintenance access shall be provided through the adjacent exterior wall. The conveyor enclosure in the CBP areas shall be located above the CBP ceilings.

3.12.12.2. The conveyor enclosure over the CBP spaces shall be sound insulated and include a continuous fluid drip pan and discharge. The enclosure shall be comprised of plywood, metal lath, and gypsum wall board.

3.12.12.3. Access panels shall be provided for maintenance. No access panels shall be placed within the CBP Primary or Secondary areas.

3.12.13. **Baggage Sorting:** The baggage sorting area shall allow for the sorting of checked luggage into bins or racks for loading onto the vessel. The area shall provide for direct access of the bins/racks to the vessel via forklifts via an elevated loading dock configuration.

3.12.13.1. These areas shall accommodate no less than 90 4'x3' bins/racks with direct access to the bin/racks loading face by the terminal staff. Allowance for repositioning of the full and empty bins/racks shall be included.

3.12.13.2. These areas dedicated to embarkation operations shall have a secured separation (overhead door, partition, or wall) from the disembarkation areas, including baggage laydown, when such operations are in process.

3.12.13.3. Provide no less than one (1) 20 feet wide x 10 feet high overhead doors to the waterfront for forklift access. Provide no less than one (1) controlled access personnel door to the waterfront.

3.12.13.4. The Finish Floor of the Baggage Sorting/Screening area shall match the terminal, with positive drainage slope toward access doors and floor drains.

3.12.13.5. **Baggage Cart Storage:** Provide a luggage cart storage area, no less than 150 square feet in size for storing the stevedores' luggage carts. Access the room via an 8-feet wide by 10 feet high roll-up door and a 3-feet wide personnel door.

3.12.14. **Impact Protection:** All walls within and about the Baggage Sorting and Screening areas shall be constructed with impact resistant materials. The lower 4 feet of the walls shall be protected by polished aluminum diamond plate or constructed of cast-in-place concrete or fully grouted concrete masonry units (CMU).

3.12.14.1. Exposed corners of walls shall have steel corner guards extending no less than 4 feet above finish floor.

3.12.14.2. Doors shall be heavy duty with steel plates.

3.12.14.3. Provide 12 inch high floor mounted pipe rail curbs along walls and about columns for protection from luggage bins/racks impacts.

3.13. **RESTROOMS, PRE-SCREENING- GROUND LEVEL:** Provide Men's and Women's restrooms accessible from the drop-off/pick-up walkway, prior to the entrance into the Terminal.

3.13.1.1. The restrooms shall be outside the Secured Area for use by arriving and debarking guests. The restrooms shall be located to provide convenient access from the full length of the drop-off area, shall be clearly marked, and shall not conflict with the arrival and departing of guests (and luggage).

3.13.1.2. The Restrooms shall be ADA compliant, and shall include no less than the number of fixtures noted below:

3.13.1.2.1. Men's: 1 water closet, 1 urinal, 1 lavatory, baby changing area.

3.13.1.2.2. Women's: 2 water closets, 1 lavatory, baby changing area.

3.14. BAGGAGE LAYDOWN AND CLAIM – GROUND LEVEL:

3.14.1.1. The Baggage Laydown and Claim area is where embarking passenger luggage is placed after being unloaded from the ship. The luggage bins/racks have typically been sorted in groups based on the passenger's location on the ship or the order of the disembarkation group. The baggage lay down process takes place before the passengers enter the space. As the passengers come in they are led by A/V displays/wayfinding to the area where their baggage may be found.

3.14.1.2. Provide ample space at the bottom of the vertical circulation elevators, escalators, and stair for queuing and waiting to enter the area.

3.14.1.3. Provide no less than 750 baggage laydown spaces, 2-foot by 2-foot, on the floor, arranged in rows two (2) deep, typically 20 to 25 spaces long per row. Each laydown space is expected to accommodate a second level table for baggage.

3.14.1.4. Provide circulation aisles between the laydown aisles, no less than 6-feet wide.

3.14.1.5. Provide a primary central circulation aisle, no less than 10-feet wide, directing passengers to the CBP primary and the exit.

3.14.1.6. The baggage laydown area shall for the majority be open above to the third level with a minimum structural clear floor to ceiling height of 14 feet. Minimum height clear of all obstructions (lights, ducts, etc.) shall be no less than 10-feet.

3.14.1.7. While the providing of natural daylight is encouraged, no direct views to the outside of the terminal from the baggage claim and exit areas shall be allowed.

3.14.1.8. **Impact Protection:** All walls within and about the Baggage Laydown and Claim area shall be constructed with impact resistant materials. The lower 4-feet of the walls shall consist of cast-in-place reinforced concrete or solid grouted reinforced concrete masonry units (CMU), painted.

3.14.1.8.1. Exposed corners of walls shall have steel corner guards extending no less than 4-feet above finish floor.

3.14.1.8.2. Doors shall be heavy duty with steel plates.

3.14.1.8.3. Provide 12-inch high floor mounted pipe rail curbs along walls and about columns for protection from luggage bins/racks impacts.

3.14.1.9. The baggage laydown area shall be directly accessible from the waterfront to allow for the luggage bins/racks to be brought into the area. Not less than two (2) 20-foot wide by 10-foot high overhead doors shall be provided.

3.14.1.10. **Restrooms and Drinking Fountains:** Provide Men's and Women's restrooms and drinking fountains that are readily accessible to the guests from within the Baggage Claim area, prior to the CBP Primary.

3.14.1.10.1. The Restrooms shall be ADA compliant, and shall include no less than the number of fixtures required by code and noted below:

3.14.1.10.1.1. Men's: 2 water closet, 2 urinal, 3 lavatory, baby changing area.

3.14.1.10.1.2. Women's: 6 water closets, 3 lavatory, baby changing area.

3.14.1.10.1.3. Family: 1 water closets, 1 lavatory, baby changing area.

3.14.1.10.2. Provide drinking fountains at the entrance to the restrooms.

3.14.1.11. The D-Br shall provide video displays with UPS protected power and CAT6/CAT6A data communication to the nearest PortMiami IDF, and appropriate Wayfinding to allow passengers to locate their luggage and receive information on the CBP process. See Section 7.19.2.7, *Displays*, for sizing and quantity.

3.14.1.12. The D-Br shall include complete CCTV surveillance coverage of the area.

3.14.1.13. Provide electrical receptacles about the perimeter walls of the area.

3.15. U.S. CUSTOMS AND BORDER PROTECTION, PRIMARY AND SECONDARY – GROUND LEVEL:

3.15.1. After retrieving their baggage, the passengers proceed to the U.S. Customs and Border Protection (CBP) processing or if already cleared by biometrics proceed to the exit. The cruise

terminal disembarkation process shall be designed based on a full ship disembarkation process of no less than 3,000 passengers over a four (4) hour period.

3.15.2. The CBP area consist of two areas, **Primary Inspection**, where passengers' documentations and citizenship/immigration status are checked; and **Secondary Inspection**, which includes additional screening and detention area as well as CBP support offices.

3.15.3. CBP spaces and functions shall follow the latest guidelines established in the "*U.S. Custom and Border Protection Standards for Cruise Ship Passenger Processing Facilities*" (CBP Standards) (copy included in Attachments). In addition to the CBP Standards, CBP will develop Cruise Terminal H specific requirements which shall be abided by. A copy of requirements and examples from another PortMiami cruise terminal has been included in the References. The D-Br shall note that the statement are preliminary or an example of what could be expected and subject to change. The D-Br shall coordinate with CBP and PortMiami to finalize the requirements.

3.15.4. The D-Br will be required to obtain approval of the CBP areas and baggage laydown and claim area from the U.S. Customs and Border Protection and PortMiami before completion of design or the beginning of any construction. A CBP Project Manager is expected to be assigned to this project and will assist in the final program requirements. However, all communication with CBP shall be through the PortMiami Authorized Representative.

3.15.4.1. The D-Br shall include no less than 30 days in their schedule for design reviews by CBP at each submittal phase.

3.15.4.2. CBP will perform inspections of the facility during construction, and the D-Br will be responsible for obtaining approval of the work from CBP prior to issuing of a Certificate of Occupancy. The Design-Builder shall allow time for CBP inspections as noted in the CBP standards. Note that some inspections must be performed prior to closing off or covering areas.

3.15.4.3. CBP will also perform reviews of all construction and material submittals related to the CBP facilities, and no materials or products shall be installed without CBP approval. The D-Br shall include 30 working days in their schedule for these reviews per submittal.

3.15.5. A *Facility Space Requirements Matrix* is included in the CBP *Standards for Cruise Ship Passenger Processing Facilities* which identifies the required CBP spaces. The design shall be based on the passenger flow rate per hour as noted previously.

3.15.5.1. **The Primary Processing area** shall include queuing and processing booths, and other items as noted in the *CBP Facility Space Requirements Matrix, Primary Processing*.

3.15.5.1.1. Not less than ten (10) Primary Processing podiums shall be provided. The D-Br shall confirm based upon forecasted maximum volume of passengers.

3.15.5.1.2. Podiums shall not be directly in front of exit doors for security and safety. Provide screen walls behind each (pair of) podiums to segregate the exit lane from the podiums and officers.

3.15.5.1.3. Provide electrical power, data, telecommunication, and other required services to the booth from flush floor outlets in housing that is waterproof. The use of overhead drop power poles will not be allowed.

3.15.5.2. **The Secondary Processing area** shall include all the spaces listed in the *CBP Facility Space Requirements Matrix, Secondary Processing*. The space requirements noted for *CBP Operational Support Spaces, Building Support Spaces*, and *Canine Enforcement Spaces and Kennel* will not be required except for the following:

3.15.5.2.1. LAN (Local Area Network Room) (SST-005-CT)

3.15.5.2.2. Supply/Storage Room (OSS-084-CT)

3.15.5.2.3. Break Room (SSS-001-CT)

3.15.5.2.4. Staff restrooms (TLT-006 & 007)

3.15.5.2.5. CBP Operational Support Spaces, except as shown on the Schematic Floorplans.

3.15.6. The Primary and Secondary area shall be directly adjacent to each other.

3.15.7. The CBP Primary Processing Podiums shall be capable of being separated from the baggage claim by overhead coiling or side folding security gate/grill to no less than 12-feet above the floor, capable of being locked in the down position.

3.15.7.1. Provide a similar security gate/grill across the exist vestibule, so that passenger flow may be directed either to the CBP Primary or to the exit.

3.15.8. Any penetration through the perimeter walls, ceiling, or roof of the CBP Secondary Processing area shall be secured and hardened as per the CBP Standards. Any opening larger than 96-square inches shall include ½-inch steel bars per the CBP Standards.

3.15.9. Provide no less than six (6) dedicated CBP parking spaces on the waterfront apron directly adjacent to the terminal, located outside the Secondary Processing area. No less than one (1) space shall be ADA van accessible.

3.16. DISEMBARKATION VESTIBULE – GROUND LEVEL

3.16.1. The exit from the Primary and Secondary Processing and inspection area shall be clearly delineated. The disembarkation vestibule shall be located/configured such that direct viewing of the CBP area from outside of the terminal is not possible, with doors open or closed.

3.16.2. The vestibule shall not allow passenger to reenter the terminal, providing an exit only configuration.

3.16.3. The vestibule shall include no less than two (2) automatic sliding doors.

3.16.4. Provide Wayfinding signage directing passengers to the exit.

3.16.5. Provide Wayfinding signage on the exterior of the vestibule advising Restricted Area/No Entry. Exact wording to be coordinated with CBP and PortMiami.

3.17. SAILOR EMBARKATION VESTIBULE, MEET AND GREET – GROUND LEVEL:

3.17.1. This is the location where passengers enter the terminal on arriving at the Cruise Terminal H and shall be clearly marked. It must be immediately apparent to the arriving guest

that this is the entrance to the terminal and shall be highly visible from the outside, well-lit at all times, secure, and inviting. The vestibule entrance is the passenger's first impression of both the start of their holiday and the destination of the cruise trip itself. The vestibule shall be a clear focal point of the terminal.

3.17.2. The vestibule shall be fully glazed, allowing for maximum natural light, view into and out of the vestibule. The vestibule shall receive a high level of architectural design and finishes, highlighting it as the entry point into the terminal. High, open floor to ceiling heights are required.

3.17.3. The main entry vestibule is to be open to the third level ceiling. See Schematic Drawings.

3.17.4. There shall be no less than three (3) pairs of 6-feet wide entry doors leading into the main vestibule. The doors shall be glazed, automatic powered sliding doors with movement sensors.

3.17.5. The vestibule shall provide an open and inviting feel. The main vestibule shall accommodate no less than 100 guests with carry-on luggage.

3.17.6. A Check-in/"Hot Spots" information/assistance floating wall mounted counter shall be provided along the wall with area for no less than four (4) counters. An additional stand-along island counter shall be provided in the area as shown in the Schematic Drawings and as describe previously.

3.17.7. The vestibule shall allow for restricted circulation pattern and traffic flow. No passenger shall be allowed to move further into the embarkation processing without proper pre-screening.

3.17.8. Provide Wayfinding signage adjacent to and above the entrance to the Embarkation Vestibule. Provide Wayfinding signage directing the passenger flow, restroom locations, and information counters.

3.17.9. The D-Br shall provide video display walls with UPS protected power and CAT6/CAT6A data communications to the nearest PortMiami IDF and Virgin Voyages IDF. See Section 7.19.2.6, *Display Video Walls*, for sizing and quantity.

3.17.10. **Vertical Circulation, Ground Level to Second Level**

3.17.10.1. Provide no less than two (2) traction elevators.

3.17.10.2. Provide no less than two (2) escalators, with fall protection as required by Miami-Dade County, from the ground to second level. Escalator specification to include LED lit glass balustrade.

3.17.10.3. Provide stairway no less than 14-feet wide.

3.17.10.4. The area at the top and bottom of the vertical circulation escalators, stairs, and outside the elevators shall be kept clear and shall not be included in any queuing or waiting space.

3.17.11. Provide a Cruise Line office accessible from the vestibule, located under the stair/escalators The office shall be no less than 400 square feet in size.

3.18. VIP / ROCK STAR EMBARKATION VESTIBULE AND SCREENING – GROUND LEVEL:

3.18.1. VIP passengers / "Rock Stars" enter the terminal from the VIP Drop-Off area. The VIP Entrance must be immediately apparent and shall be clearly marked and differentiated from the general passenger entrance. It shall be well-lit at all times, secure, and inviting. The VIP vestibule entrance is the VIP passenger's first impression of both the Cruise Terminal and the Cruise Line.

3.18.2. The entrance area of the VIP shall be screened by landscape islands, bermed to create some elevation with dense shrubs surrounding taller palms to effectively screen the VIP entrance and drop-off from the main entrance to the terminal.

3.18.3. The entrance to the VIP Lobby shall be fully glazed, allowing for maximum natural light, view into and out of the Lobby. The VIP Lobby shall receive a high level of architectural design and finishes, highlighting it as the entry point into the terminal. High, open floor to ceiling heights are required.

3.18.4. There shall be no less than one (1) pairs of double entry doors leading into the main vestibule. The doors shall be clear, automatic powered sliding doors.

3.18.5. The VIP Lobby shall provide an open and inviting feel and shall accommodate no less than 20 guests with carry-on luggage.

3.18.5.1. The D-Br shall layout the queuing lines but is not responsible for providing the stanchions and belts.

3.18.6. The VIP Lobby shall allow for restricted circulation pattern and traffic flow. No passenger shall be allowed to move further into the embarkation processing without proper screening.

3.18.7. A covered area capable of accommodating no less than 50 passengers with carry-on luggage shall extend outside the entry doors. Provide no less than 200 square feet of covered area.

3.18.8. Provide Wayfinding signage adjacent to and above the entrance to the Embarkation Vestibule.

3.18.9. The D-Br shall provide video display walls with UPS protected power and CAT6/CAT6A data communication to the nearest PortMiami and Virgin Voyages IDF. See Section 7.19.2.6, *Display Video Walls*, for sizing and quantity.

3.18.10. Provide Wayfinding signage directing the passenger flow.

3.18.11. Provide a dedicated storage room.

3.18.12. **VIP Security and Passenger Screening:** The Passenger Screening, located within the VIP Lobby space, shall include no less than two (2) baggage X-ray luggage scanning machines, with operator and one (1) personnel magnetometers. All passengers and their carry-on luggage must be screened before proceeding further into the terminal.

3.18.12.1. The scanners and magnetometers must be ADA compatible and clearly indicated as such.

3.18.12.2. Each luggage scanner station (X-ray machine and operator) is estimated to require a space no less than 25-feet long by 8-feet wide.

3.18.12.3. The magnetometer is estimated to require a 5-foot by 5-foot area.

3.18.12.4. Screening equipment will be provided by others. The D-Br shall coordinate with PortMiami for electrical and data/communication requirements and final space needs for the equipment and operations. Electrical power and data/communication shall be provided from recessed, flush mounted, industrial grade and water-resistant floor boxes. No outlets/receptacles shall be located in the processing lanes or staff work areas. The D-Br shall use a reconfigurable type of floor duct systems to allow for potential future modifications without cutting into the floor structure. The use of overhead drops or power poles will not be allowed.

3.18.12.5. The D-Br shall provide video displays with UPS protected power and CAT6/CAT6A data communication to the nearest PortMiami IDF. The displays will be used for the security screening process. See Section 7.19.2.7, *Displays*, for sizing and quantity.

3.18.13. **Vertical Circulation, Ground Level to Third Level:**

3.18.13.1. Provide no less than two (2) traction elevators, from the ground level to the third level VIP Lounge. An escalator or stairs to the VIP Lounge is not required.

3.18.13.2. The area outside the elevators shall be kept clear and not included in any queuing space.

3.19. BACK OF HOUSE – GROUND LEVEL:

3.19.1. **Restrooms, Ground Level:** Provide two (2) unisex restrooms that are readily accessible to the PortMiami staff and ship's crew servicing the ship. The restrooms shall face the waterfront apron and will be within the secured/restricted access area. The Restrooms shall be ADA compliant, and shall include no less than 1 water closet, 1 lavatory, and applicable accessories.

3.19.2. **Mechanical / Electrical / Plumbing:** Provide required MEP rooms to services the facility at the northern end of the building. Access to the rooms shall be from the exterior only, with locked doors.

3.19.2.1. The Florida Power & Light (FPL) Vault shall be placed toward the front (east side) of the building to allow access by FPL without crossing the Security Perimeter. The FPL Vault shall comply with FPL requirements and specifications.

3.19.2.2. Provide roll-up overhead doors as required to install, access, and maintain or replace the equipment.

3.19.3. **Janitorial:** Provide janitorial rooms complete with mop sink and floor drains throughout the floor.

3.19.4. **Storage:** Provide storage rooms and closest as shown on the Schematic Drawings. Entry doors shall be lockable.

3.19.5. **Waterside Walkway:** Provide an elevated walkway along the waterside face of the terminal as shown on the Schematic Drawings. The walkway shall be set ½-inch below the FFE and sloped to drain away from the terminal. The walkway shall be 10-feet wide.

3.19.5.1. Provide a continuous three (3) rail guard rail along the edge of the walkway. The guard rail shall be discontinued in front of the "Bag Claim" and "Screening and Sorting" areas roll-up doors. Railings at ramps and stairs from the elevated walkway shall comply with code.

3.19.5.2. Provide an overhead cantilevered awning/canopy along the full length of the walkway, providing no less than 10-feet vertical clearance above the walkway. Coordinate location to avoid conflict with overhead conveyor system.

3.19.5.3. Provide a solid, 6-inch wide, color Yellow strip along the outer edge of the walkway. Provide a solid, 6-inch wide, color Red strip about the perimeter (all 4 sides) of the area in front of baggage roll-up doors. Include diagonal chevron stripping. Include text "KEEP CLEAR".

3.19.5.4. Provide a Yellow area in front of each egress door, the full width of the door and no less than the depth of the door swing. Mark with text "KEEP CLEAR".

3.19.6. **Trash and Recyclables Room:** Provide a trash and recyclables room near the Provisioning Dock. Room shall be large enough to accommodate two (2) dumpsters.

3.19.6.1. Include overhead roll-up door for access to the dumpsters.

3.19.6.2. Provide a 4-foot wide personnel door for access.

3.19.6.3. Provide adequate ventilation, odor control, and floor drains. Provide a recessed hose bib for cleaning.

3.20. CHECK-IN HOTSPOTS and LOBBY – SECOND LEVEL

3.20.1. **Passenger Reconciliation / Document Conflict Room (DCR):** Provide an office space at the top of the escalators/main stair for processing guests (sailors) who may not have the full or correct documentation for boarding.

3.20.1.1. The office shall be no less than 400 square feet in area. One side of the room shall be a glass screen with a glass sliding door (with blinds or curtains for screening).

3.20.1.2. Provide electric power and data/communication, connected to the nearest tenant IDF or MDF room.

3.20.2. The main floor area on this level will be for guests ("Sailors") to flow-through and a second opportunity to pre-screen/check "Sailors" prior to security screening. This area will be double-height with bay views to the North and West of the bay. This area shall be no less than 8,500 square feet of floor space and should include the following as per the Schematic Design drawings:

3.20.2.1. No less than 12 floor power/data outlets located on the perimeter of the space against the North and West glass walls, for hard connections using mobile check-in desks (provided by others) in the event of WIFI failure.

3.20.3. The Lobby area shall be a contiguous space with full height curtain wall window system to maximize daylight and views towards the waterfront and the cruise ship and to provide access doors to the adjacent Elevated Terrace/Garden.

3.20.4. Provide complete CCTV surveillance camera coverage of the area.

3.20.5. **Prescreening Restrooms and Drinking Fountains:** The D-Br shall provide Men's and Women's restroom prior to the Security Screening Queuing area.

3.20.5.1. The Restrooms shall be ADA compliant, and shall include no less than the number of fixtures required by code and noted below:

3.20.5.1.1. Men's: 2 water closets, 4 urinals, 4 lavatories, baby changing area.

3.20.5.1.2. Women's: 6 water closets, 4 lavatories, baby changing area.

3.21. TERRACE / GARDEN – SECOND LEVEL

3.21.1. Provide an open terrace outside the Lobby area. The wall separating the Lobby space and the Terrance shall be a full height curtain wall window system. Provide four (4) sets of glass double doors onto the terrace.

3.21.2. The Garden Terrace is a spill-out area for guests who might step out to enjoy the bay views and the balmy Miami climate. This area is also considered for possible events on non-cruise days. Fixed wooden seating will be provided built against large raised planters (see Landscape section for description). Planters shall be lit to provide focus on shrubs and palm trees. Extensive planting including mature palms and necessary irrigation systems shall be included.

3.21.3. Provide electric power outlets in no less than four (4) locations (discreetly located near the planters – either on the floor or on the side of planters).

3.21.4. The egress stairs from the terrace shall include a gate or door at the bottom of landing with alarmed, 45-second delay, fire exit hardware. Access control shall be provided on the exterior sided of the gage/door. No passenger access to the stairs from the ground level will be allowed.

3.21.4.1. Provide surveillance camera coverage of the egress at the terrace level and the ground level exit.

3.21.5. Provide complete CCTV surveillance camera coverage of the Terrace/Garden area.

3.21.6. The Terrace / Garden is located over occupied and mechanical / electric equipment ground level spaces. The floor of the terrace / roof of the ground level space shall incorporate waterproofing and a subfloor drainage system to prevent water from entering into the spaces below the terrace.

3.21.6.1. The D-Br shall provide a 20-year warranty against leakage.

3.22. SECURITY AND PASSENGER SCREENING – SECOND LEVEL

3.22.1. The Security and Passenger Screening area shall occur on the second level prior to entry into the Post Check-in Waiting Lounge located on the third level. The screening area shall include queuing space prior to being processed through security. All passengers and their carry-on luggage must be screened before proceeding further into the terminal.

3.22.2. Two screening locations shall be planned, and appropriate power and data outlets provided in both locations. In the event of an elevated Marsec level, the machines may be relocated to a position closer to the stairs/escalators. The two positions shall be coordinated with PortMiami.

3.22.3. The queuing area shall accommodate no less than 500 guests with their carry-on luggage, assuming (for planning) a space of no less than 2.5-feet by 4-feet per person. The D-Br shall lay out the queuing lines but is not responsible for providing the stanchions and belts.

3.22.4. Each screening area shall accommodate no less than six (6) baggage X-ray luggage scanning machines, with operator and three (3) personnel magnetometers. The scanners and magnetometers shall be arranged so that each personnel magnetometer serves two (2) X-ray scanners.

3.22.4.1. Each luggage scanner station (X-ray machine and operator) is estimated to require a space no less than 25-feet long by 8-feet wide.

3.22.4.2. Each magnetometer is estimated to require a 5-foot by 5-foot area.

3.22.5. Screening equipment will be provided by others. The D-Br shall coordinate with PortMiami for electrical and data/communication requirements and final space needs for the equipment and operations. Electrical power and data/communication shall be provided from recessed, flush mounted, industrial grade and water-resistant floor boxes. No outlets/receptacles shall be located in the processing lanes or staff work areas. The D-Br shall use a reconfigurable type of floor duct systems to allow for potential future modifications without cutting into the floor structure. The use of overhead drops or power poles will not be allowed.

3.22.6. At least one screening station and magnetometer at each location shall be ADA compliant. The ADA compliant station shall be clearly indicated.

3.22.7. **A Security Office** shall be located adjacent to the screening stations. The office shall be no less than 350-square feet in size. The walls facing the screening and queuing area shall consist of continuous tinted, one way glazing no less than 3-feet high to allow complete viewing of all screening stations and queuing areas.

3.22.7.1. Offices furnishings will be provided by PortMiami.

3.22.8. **Pantry:** A small pantry shall be provided as storage for dry food and possible drinks preparation for events at the terminal. The pantry will be equipped as per kitchen plans attached with this DCD package. The pantry should be equipped with a sink, no less than one (1) commercial dishwasher, storage cabinets, minimum 4 above counter double power outlets.

3.22.9. The Passenger Screening area shall consist of:

3.22.9.1. Large contiguous space with full height curtain wall window system to maximize daylight and views towards the waterfront and the cruise ship.

3.22.9.2. Material finishes suitable for high traffic with limited maintenance.

3.22.9.3. Columns and walls within and around the queuing and screening area shall be protected from damage using abrasion/impact resistant materials for the lower 4-feet and shall be aesthetically pleasing.

3.22.9.4. Large open space with higher ceilings are desirable. Natural light is desirable.

3.22.9.5. A clear and visible circulation path to the elevators, escalators, and stairs leading to the third level.

3.22.9.6. Acoustical control of ambient noise. The D-Br shall model the acoustics of the facility and provide acoustic energy absorption in all public spaces.

3.22.9.7. Complete CCTV surveillance camera coverage of the queuing area and each screening station and magnetometer.

3.22.10. **Audio-Visual:** The D-Br shall provide video displays with UPS protected power and CAT6/CAT6A data communication to the nearest PortMiami IDF. The displays will be used for the security screening process. See Section 7.19.2.7, *Displays*, for sizing and quantity.

3.22.11. Provide Wayfinding signage directing the passenger flow in accordance with the Signage Schematic Drawings.

3.22.12. **Vertical Circulation to Third Level:**

3.22.12.1. Provide two (2) traction elevators, from the second to the third level.

3.22.12.2. Provide two (2) escalators, with fall protection as required by Miami-Dade County., from the second to third level. Escalator to include LED lit glass balustrades.

3.22.12.3. Provide stairway no less than 8-feet wide from the second to third level.

3.22.12.4. The area at the top of the vertical circulation escalators, stairs, and outside the elevators shall be kept clear and not be included in queuing spaces.

3.23. BACK OF HOUSE AND OTHER SPACES - SECOND LEVEL

3.23.1. Provide various other ancillary spaces to support the activities on the second level and the cruise terminal as shown on the Schematic Drawings, including but not limited to:

3.23.1.1. **Storage, Screening:** 800± square feet space. Provide electrical receptacles no more than 10 feet on-center with no less than one (1) electric receptacle on each wall.

3.23.1.2. **Cruise Line and PortMiami Offices:** Provide a dedicated Virgin Voyages Cruise Line suite and a separate PortMiami Administrative office. The suites shall be located in the proximity of Lobby, and be screened from view of the guests

3.23.1.2.1. The Cruise Line suite shall include no less than two (2) offices, space for four (4) work stations/cubicle, a six (6) person conference room, and a waiting area. Include space for a printer/copier. The suite shall be no less than 1,200 square feet in area.

3.23.1.2.2. The PortMiami Administrative offices shall be no less than 350 square feet in area, with space for no less than four (4) works stations, a printer/copier, and shelving.

3.23.1.3. **Staff Restrooms:** Provide two (2) unisex, ADA compliant restrooms for staff use only near the offices.

3.23.2. **Janitor's closets:** Provide janitor closet(s) complete with mop sink and floor drains, shelves, and storage to serve the restrooms and the overall cleaning and upkeep of the floor at every restroom cluster. The janitor closets may be incorporated into the storage areas.

3.23.3. **M/E/P:** Provide space for mechanical equipment, electrical panels, and plumbing as required.

3.23.4. **Network and Telecommunication:** Provide IDF and MDF rooms as required to service the floor.

3.23.5. **Pedestrian Bridge/Walkway Landing, Second Level:** As noted in Part 3, *Pedestrian Bridge/Walkway*, a Pedestrian Walkway will link the existing garage to the terminal. A Lobby area shall be provided for passenger circulation to the ground level and as an entrance lobby for access to the Marine Police and Fire Department (MP&FD) space. The landing shall be laid out as shown on the Schematic Drawings and shall include the following:

3.23.5.1. **Entrance to the MP&FD:**

3.23.5.2. Provide a secure/lockable entrance from the Lobby to the MP&FD space. Clearly mark the entrance advising it as *Restricted Area/No Entry*. Exact wording to be coordinated with PortMiami.

3.23.5.3. **Vertical Circulation, Second Level to Ground Level:** The D-Br shall provide vertical circulation from the Lobby to the Ground level.

3.23.5.3.1. Two (2) traction elevators;

3.23.5.3.2. Egress stair.

3.23.6. **Wayfinding:** Provide Wayfinding signage directing passenger to the elevators and stairs, from the Pedestrian Walkway and from the Ground Level.

3.23.7. **Marine Police and Fire Department (MP&FD), Second Level:** Provide a space on the south end of the second level no less than 7,750 square feet in area. The space will be un-developed, void of walls and other interior improvements. The space will be over and act as a weather cover for the Provisioning Loading Dock. The HVAC cooling towers will be located above the space.

3.23.7.1. The D-Br shall provide a separate HVAC system to service the space.

3.23.7.2. Provide water, sanitary, electric power, exhaust, and IT/Communication to the space. The D-Br shall coordinate with PortMiami to determine the location of the service points.

3.23.7.2.1. For services supply planning, the D-Br may assume the following:

3.23.7.2.1.1. Restrooms

3.23.7.2.1.2. Showers

3.23.7.2.1.3. Kitchen.

3.23.7.2.1.4. Lighting, Office level

3.23.7.3. Provide appropriate egress stairs for life safety, including exterior stairs with access to the secured apron in the event of emergency.

3.23.7.4. Provide full height glazing along the south, east, and western wall

3.24. POST CHECK-IN WAITING LOUNGE– THIRD LEVEL

3.24.1. Once checked-in, the passengers may be asked to wait until the ship is available for boarding. The waiting space shall be sized to accommodate no less than 400 seats/chairs for guests and their carry-on luggage. Seating shall be arranged in a combination of large group and small group seating.

3.24.2. The D-Br shall coordinate with PortMiami for layout of seating. A Conceptual Furniture layout has been provided in the Reference Documents (R17). The D-Br shall provide a layout for review and approval by PortMiami showing the seating and adequate circulation areas. The seating/furniture shall be provided by others.

3.24.3. The D-Br shall provide column and circular video display walls with UPS protected power and CAT6/CAT6A data communication to the nearest PortMiami and Virgin Voyages IDF. See Section 7.19.2.6, *Display Video Walls*, for sizing and quantity.

3.24.4. The post check-in waiting area shall consist of:

3.24.4.1. A large contiguous space with full height curtain wall window system to maximize daylight and views towards the waterfront and the cruise ship.

3.24.4.2. Continuation of the second level curtain wall window system, between the Lobby and the Elevated Terrace/Garden.

3.24.4.3. A clear window and door curtain wall system (storefront), no less than 10-feet high, separating the Waiting Lounge from the Embarkation/Disembarkation Concourse. The system should minimize size of structural frame as much as possible so that the screen feels visually light. Frame finish to match main curtain wall structure. Distraction marks should follow VV brand graphic standards and should receive final review and approval by PortMiami before implementation.

3.24.4.3.1. Provide three (3) sets automatic sliding doors into the boarding concourse. The doors shall be capable of being locked, disabled during non-boarding and disembarkation operations.

3.24.4.3.2. Provide a separate personnel door into the boarding concourse, with Security Access control.

3.24.4.4. Columns and walls shall be protected from damage using abrasion/impact resistant materials and metal corner guards for the lower 4-feet and must be aesthetically pleasing.

3.24.4.5. Provide complete surveillance camera coverage.

3.24.4.6. Provide a dedicated paging/announcement system. Voice Paging Controls shall be located in the cruise office and at two (2) check-in counters. Incorporate the system with the complex wide mass notification system (see Part 7, *Systems*).

3.24.5. **Boarding Queue:** Once the ship is ready to receive the guests, they will be asked to queue and board in groups defined by the cruise lines. As the guests enter the boarding concourse they will present their cruise identification card for clearance onto the ship.

3.24.5.1. Provide space for two (2) podiums at each entry doorway into the boarding concourse for a total of six (6) and room for 2-3 staff. Provide electrical power and data/communications outlets at each podium, flush floor mounted. Connect data/communication to Cruise Line server room. Podiums will be provided by others.

3.24.6. **Wi-Fi Service**: Provide separate Tenant and PortMiami Wi-Fi systems. See Part 7, *Systems*, for additional information.

3.24.6.1. Provide electrical outlets at perimeter walls, no more than 20-feet center-to-center. Provide flush mounted floor outlets, coordinated with the seating.

3.24.7. **Art-in Public Place:** The D-Br shall coordinate with PortMiami and provide full support and assistance in the integration of County Art in Public Places program.

3.24.8. **Acoustical control of ambient noise:** D-Br shall model the acoustics of the facility and provide acoustic energy absorption in all public spaces.

3.24.9. **Restrooms and Drinking Fountains:** Adjacent to the waiting areas shall be Men's, Women's, and Family restrooms and drinking fountains that are readily accessible to the public without conflicting with queuing areas. The restrooms shall be ADA accessible with baby changing stations in all restrooms. Arrange the entrances to avoid direct line of site from the Waiting Lounge. The Restrooms shall be ADA compliant, and shall include no less than the number of fixtures noted below:

3.24.9.1. Men's: 5 water closets, 5 urinal, 4 lavatories, baby changing area.

3.24.9.2. Women's: 9 water closets, 5 lavatories, baby changing area.

3.24.9.3. Family: 1 water closets, 1 lavatory, baby changing area.

3.24.9.4. Provide a Janitorial closet near the restrooms.

3.24.10. **Vending and Service:** Provide a servery counter with integrated below-counter glass door refrigerators to be provided as shown on Schematic Drawings. Include two (2) quadplex electric power outlets above the counter.

3.25. VIP LOUNGE – THIRD LEVEL

3.25.1. Once the VIP guests are checked-in and arrived from the ground level, the passengers may be asked to wait until the ship is available for boarding. The VIP waiting space shall be a dedicated space, separate from the general guest. The VIP Lounge shall be sized to

accommodate no less than 40 guests and their carry-on luggage. Seating will be arranged in a combination of large group and small group seating (see Reference Drawings).

3.25.2. The D-Br shall coordinate with PortMiami for layout of seating. See the Reference Drawings for Conceptual Seating plan. The D-Br shall provide a layout for review and approval by the Cruise Line and PortMiami showing the seating and adequate circulation areas. The seating shall be provided by others.

3.25.3. The VIP Lounge shall have a full height clear window and door system (storefront) between the VIP and General Waiting Lounge and Embarkation/Disembarkation Concourse.

3.25.3.1. Provide a secured double personnel door from the VIP lounge to the general Waiting Lounge.

3.25.3.2. Provide an automatic sliding door into the boarding concourse. The door shall be capable of being locked, disabled during non-boarding and disembarkation operations.

3.25.4. The D-Br shall provide a large video display wall with UPS protected power and CAT6/CAT6A data communication to the nearest PortMiami and Virgin Voyages IDF. See Section 7.19.2.6, *Display Video Walls*, for sizing and quantity.

3.25.5. **Wet Bar:** Provide a wet bar as a center-piece to the VIP lounge. The bar should include a back bar with drinks storage, refrigerator, dishwasher, storage cabinets for dry food and provisions and an island service bar counter. See the Schematic Interior design drawings for layout.

3.25.6. **Restrooms:** Adjacent to the VIP Lounge shall be Men's and Women's restrooms and drinking fountains that are readily accessible to the VIPS without having to leave the lounge area. The Restrooms shall be ADA compliant, and shall include 1 water closet, 1 lavatory, and baby changing area in each.

3.26. EMBARKATION/DISEMBARKATION BOARDING CONCOURSE – THIRD LEVEL

3.26.1. The concourse is a dedicated area of the terminal used to both embark onto the cruise ship and to disembark from the ship upon its return to the Port. The concourse is considered a sterile transit corridor for embarkation and disembarkation operations and is therefore linear with multiple openings on the ship's side to allow the Passenger Boarding Bridge (PBB) to connect to it.

3.26.2. The access to the boarding concourse from the Waiting Lounge area shall be through no less than three (3) sets of access controlled secured/lockable automatic sliding doors, each no less than 6 feet wide, located as shown on the Schematic Drawings. A fourth door shall be provided from the VIP Lounge to the concourse.

3.26.3. Between the concourse and the Biometric Screening area provide a 10-feet wide access controlled lockable doors for use by disembarking passengers. Include a sidelight on either side of the door. The door shall remain closed and locked during the embarkation process.

3.26.3.1. The doors shall be located at the end of the boarding concourse prior to entry into the biometric screening areas, no less than 10 feet beyond the last PBB access sliding doors.

3.26.4. The boarding concourse is part of the sterile corridor system and at no time shall a means be provided that allow embarking and disembarking passengers to comingle.

3.26.5. Provide no less than two (2) secured, access-controlled personnel doors from the Waiting Lounge to the Boarding Corridor.

3.26.6. The boarding concourse shall be no less 15-feet clear width, with a finish floor elevation of +47.50' NGVD29.

3.26.7. The exterior façade of the Boarding Concourse facing the waterfront shall be comprised of full height glazing with a Solar Heat Gain Coefficient (SHGC) of 0.21 or less. The D-Br shall identify the type of glass to be used for all the facades based on solar heat gain calculations and energy modelling. Final glass specification to be reviewed and approved by PortMiami.

3.26.8. The exterior façade sections where the Passenger Boarding Bridge (PBB) access points are required shall consist of a multiple 3-track glass sliding door system, with six (6) – three (3) feet wide panels for a total opening width of no less than 17 feet. The clear height of the opening shall be 8-feet above the finish floor. The lower door track shall be recessed below the finish floor level, setting the top of the track flush with or slightly below the finish floor level.

3.26.8.1. The centerline of first set of doors shall be approximately 280'-3" as measured from the northern end of new Berth bulkhead limits. There shall be eight (8) sets of doors, spaced approximately 29'-3" on-center, for a total center to center distance between door 1 and door 8 of approximately 208'-4"-feet.

3.26.8.2. *The D-Br shall coordinate with PortMiami to determine the location and limits of the doors. The locations of the doors may be adjusted, with PortMiami approval, to fit between the vertical mullions of the curtain wall system.*

3.26.8.3. The sets of the sliding door system when not open to the PBB shall be secured, keyed/locked per PortMiami's requirements.

3.26.9. See *PortMiami Telecomm Infrastructure* manual in the Attachments and Part 7, *Systems*, for Telecommunication infrastructure requirements for the PBB.

3.26.10. Provide 120V flush floor mounted convenience electrical outlets at 100-feet maximum spacing along the back (glass Lounge separation) wall of the boarding concourse.

3.26.11. Provide Wayfinding Signage.

3.27. BIOMETRIC SCREENING – THIRD LEVEL

3.27.1. A biometric screening area shall be provided as the first inspection point for re-entry into the United States. Provide flush mounted floor electric and data outlets for no less than 20 biometric podiums/kiosks.

3.27.2. Coordinate with CBP for number, location/layout, data and power requirements. Data shall connect to the CBP IT room.

3.27.3. Provide multiple wall mounted LED displays for general information.

3.27.4. **Vertical Circulation, Third Level to Ground Level:** The D-Br shall provide vertical circulation from the Biometric Screening to the baggage claim area on the ground level. Vertical Circulation shall be provided by:

3.27.4.1. Two (2) traction elevators. One elevator shall include access controlled, secured rear door;

3.27.4.2. Two (2) escalators; and

3.27.4.3. One (1) 5 feet wide ADA compliant stair.

3.28. BACK OF HOUSE AND OTHER SPACES – THIRD LEVEL

3.28.1. Provide various other ancillary spaces to support the activities on the second level and the cruise terminal as shown on the Schematic Drawings, including but not limited to:

3.28.2. **Storage:** Provide no less than 800 square feet storage room. Provide no less than one (1) electric receptacle on each wall.

3.28.3. **Interview Room:** Provide a 100± square foot room able to accommodate a desk and chair for a CBP officer, along with a guest chair.

3.28.4. **Crew Lounge and Wellness Room:** The crew lounge is a shared amenity for both terminal staff and ship crew. It shall be directly accessible from the post crew security screening area on Level 1 via an elevator and via a door from the main terminal on Level 3.

3.28.4.1. The lounge shall accommodate no less than 80 staff and crew in the seating areas, with tables, workstations, copy/mail, and kitchen as shown on the Schematic Interior Design Drawings. The crew lounge shall include the following areas within:

3.28.4.1.1. A locker area for minimum 75 triple high lockers set on a raised curb;

3.28.4.1.2. An open kitchen counter and island unit with high chairs. The counter shall include a double sink, dishwasher, overhead and under counter cabinets, two (2) full size refrigerators, and no less than four (4) electric power GFCI outlets for microwaves, coffee machines, and other small appliances.

3.28.4.1.3. Break/lunch area for tables and chairs.

3.28.4.1.4. A quiet area with 'privacy chairs'

3.28.4.1.5. A TV lounge area with a wall-mounted LED TV screen

3.28.4.1.6. WIFI and electric power (floor and wall).

3.28.4.1.7. A Wellness Room (mother's lactation room) which should be large enough to accommodate a lounge chair, a side table and a small refrigerator.

3.28.4.1.8. Storage closet, no less than 100 square feet.

3.28.5. **Finishing Kitchen:** Provide a kitchen area for use by the Cruise line and PortMiami. The D-Br shall coordinate with PortMiami for the layout. For planning purposes, the D-Br shall design the Kitchen to accommodate the following:

3.28.5.1. Two (2) ranges and ovens

3.28.5.2. Four (4) refrigerators/freezers

3.28.5.3. Two (2) large sinks, stainless steel

3.28.5.4. Two (2) dishwashers

3.28.5.5. Two (2) large stainless-steel preparation tables

3.28.5.6. Shelving

3.28.5.7. Two (2) warming racks

3.28.6. **M/E/P:** Provide space for mechanical equipment, electrical panels, and plumbing as required. The cooling towers for the terminal are expected to be located above the Marine Police and Fire space.

3.28.7. **Network and Telecommunication:** Provide IDF and MDF rooms as required to service the floor.

3.29. WAYFINDING

3.29.1. The Design-Builder shall incorporate all signage required to guide passengers and operations through the terminal, from entry to exit. The D-Br shall prepare a final Wayfinding circulation analysis to identify decision points, areas of conflict, and determine the extent of required information to be placed at each decision point and throughout the Cruise Terminal.

3.29.2. Attached with this document is a signage/wayfinding package that identifies quantities of signs, design intent by the Cruise line, and plans showing locations of all physical signs (excluding digital signs which is in the AV report). The D-Br shall use this document as a guide to interpret the Project's design intent and finalize a signage package based on this, to be approved by PortMiami and Virgin Voyages and their consultants.

3.29.3. The Design-Builder shall incorporate all signage to identify rooms and spaces.

END OF PART 3 – CRUISE TERMINAL PROGRAMMING

PART 4. PEDESTRIAN WALKWAY / BRIDGE and GARAGE MODIFICATIONS

4.1. GENERAL

4.1.1. Cruise Terminal H shall be connected to the existing Parking Garage via an elevated Pedestrian Walkway / Bridge. The bridge will connect to the garage at its second level, approximately Elevation +30.9, and extends to Second Level (FFE +29.5 feet) of the Cruise Terminal as shown on the Schematic Architectural Drawings, References R17 and R36.

4.1.2. The Pedestrian Walkway shall conform to the following:

4.1.2.1. Provide no less than 8-feet clear between railings and curbs.

4.1.2.2. Provide no less than 9-feet vertical clearance over the walkway finish floor to the ceiling, lighting, or lowest supporting member of the canopy/roof.

4.1.2.3. Provide a concrete curb, 4-inches high, along both sides.

4.1.2.4. Provide a concrete walkway surface.

4.1.2.5. Provide a solid ceiling, with finish and color as directed by PortMiami.

4.1.2.6. The pedestrian bridge structure shall consist of a single span Vierendeel Truss, constructed with non-combustible materials. Wood/Timber materials shall not be used.

4.1.2.7. The Pedestrian bridge structure shall support a Live Load of no less than 85 psf, with a live load deflection of no more than $\ell/800$, where "ℓ" is the span length.

4.1.3. Provide no less than 15-feet vertical clearance over the roadway (South America Way and the GTA exit lanes) to the lowest point of the bridge.

4.1.4. The supporting structure for the bridge shall be independent of the existing Parking Garage Structure. The bridge support on the cruise terminal end may be integrated into the cruise terminal structure as shown on the Architectural Design Intent drawings.

4.1.4.1. The supporting structure shall not block the garage ground floor sidewalks or crossing to the cruise terminal or the staging/waiting area or the adjacent roadways.

4.1.5. Provide pedestrian friendly expansion joints.

4.1.6. **Surveillance:** Provide CCTV cameras capable of viewing the entire length of the walkway, from both directions.

4.1.7. **Storm Water:** 100-percent of storm water drainage shall be captured and diverted to concealed downspouts. No water shall discharge onto the roadways or pedestrian walkways/waiting areas below. Storm water shall not flow off the edges of the roof onto the roadway below. Storm water design shall not consider any shading or protection from intensity from the existing garage or the new cruise terminal roof or GTA canopy.

4.1.7.1. Downspouts may discharge to the existing swale along the western side of the garage. Provide erosion protection at the discharge.

4.1.7.2. Downspouts shall connect to the underground storm water drainage system and shall not discharge onto the grade, walkways, or roadway on the Cruise Terminal side of the bridge.

4.1.7.3. The walking surface shall be sloped to drain.

4.1.8. **Lighting:** Provide lighting for day, night, and low light conditions of not less than 40 foot-candles measured 3-feet above the finish floor elevation. See Part 2, *Cruise Terminal Programing*, and Part 7, *Systems Programing*, for more information. Lighting shall be recessed and set flush with the ceiling.

4.1.9. **Fire Protection:** Provide fire suppression/sprinklers, as required by code, along the full length of the walkway and Lobby area.

4.2. ARCHITECTURAL / AESTHETICS

4.2.1. The pedestrian walkway is to be aesthetically complementary to the Cruise Terminal. The Schematic Layout drawings (Reference R17), illustrate the shape and features of the walkway/bridge.

4.2.2. The structure of the walkway shall be comprised of a Vierendeel Truss. The vertical members shall be in a curvilinear shape as per the Schematic Drawings.

4.2.2.1. All exposed members shall be rectangular in shape as shown. Structural shapes ("W", "I", "C", "H") will not be allowed unless they are encased in smooth façade giving the appearance desired. Comply with the requirements provided in Part 2, *Cruise Terminal Programming*, for facades on other structural members (columns).

4.2.2.2. The top and bottom chords shall have a constant depth and width and shall be of equal dimensions in plan and elevation.

4.2.3. Provide guard rails along both sides of the walkway. The intermediate railings shall comply with the FBC, shall be horizontal, and shall be designed to deter climbing.

4.2.4. The longitudinal slope of the bridge shall be less than 5-percent.

4.2.5. The sides of the walkway shall be open.

4.2.6. The support bent at the garage shall consist of a two (2) columns with a cap frame, reinforced concrete or steel pipes. The space between the columns shall be an integral solid diaphragm/shear wall for the full exposed height. The exposed faces shall have a smooth, rubbed finish. The bent shall be independent of the existing garage and shall transfer no loads or stresses to any part of the existing garage.

4.2.7. The D-Br shall coordinate finishes and colors with PortMiami.

4.3. WAYFINDING SIGNAGE

4.3.1. Provide appropriate wayfinding signage within the Garage and Cruise Terminal directing passenger to the pedestrian bridges and ground level crossing for Cruise Terminal H and Cruise Terminal G, clearly differentiating between the two terminals. Wayfinding signage shall have clear lines of sight to approaching vehicle drivers.

4.3.2. Wayfinding signage system shall comply with the Virgin Voyages Signage Schematic Drawings (Reference R18) and the PortMiami Wayfinding Project No. 02-RQAC-01, Signage Standards/Guidelines and Design Development.

4.3.3. Provide signage at each garage elevator at each level directing passengers to the second level for the pedestrian bridge. Provide additional signage on the garage's second level directing passenger to the entrance of the walkways.

4.4. SUPPORT SERVICES

4.4.1. Provide (Blue Light) Emergency/Assistance telephone call stations at each end of the walkway.

4.4.1.1. Include Blue Beacon and 360-degree Strobe, call assurance LED, Location Message, Speakerphone, and Discrete View Camera at each call station.

4.4.1.2. Call station shall be either a Pedestal (5'-8") or Wall Mount type.

4.4.1.3. Provide a dual purpose/two button call. First button for Emergency/Duress number, and second to a non-emergency "Information/Assistance" number.

4.4.1.4. Provide broadcast Mass Notification speakers in each call station, incorporated into the overall system for the complex.

4.4.2. Provide applicable Fire Suppression, Detection, and Alarm Systems.

4.4.3. Provide 120V/20A duplex outlets at ends and near mid-span of walkway. Outlets shall be GFCI and rated for exterior applications.

4.5. EXISTING GARAGE "G" IMPROVEMENTS

4.5.1. The existing parking Garage "G" shall remain in service at all times.

4.5.2. The existing garage shall not be modified except as noted herein.

4.5.2.1. Partial removal of the existing garage exterior barrier will be required to provide access the walkway. The removal shall be limited to the minimum required amount to provide the access. The barrier shall be modified to provide a clean termination at the walkway opening.

4.5.3. Remove no more than three (3) parking stalls at the Walkway garage entry, unless approved by PortMiami. Additional stalls may be temporarily used during construction. Coordinate with PortMiami for number and location. Provide appropriate signage, pavement markings, and barriers to direct vehicular and pedestrian traffic safely around work areas.

4.5.4. Provide a 6-inch raised curb and concrete apron at the walkway entrance.

4.5.4.1. The curb and apron shall extend to match the length of the parking stalls, less 2-feet.

4.5.4.2. The curb and apron shall be no less than 15-feet wide.

4.5.4.3. Include an ADA compliant sidewalk curb ramp, with raised detectable insert, at garage drive side of apron.

4.5.4.4. Provide pavement markings along the drive side of the curb to indicate no parking, along with text to indicate such.

4.5.4.4.1. Paint, Solid, 4-inch width, with diagonal chevrons, Yellow.

4.5.4.4.2. Text "NO PARKING – KEEP CLEAR", Yellow, thermoplastic.

4.5.4.5. **Valet Service:** Provide a new single lane "valet only" exit from the existing garage located on the north side of existing Parking Garage "G". The exit lane shall be located as to not interfere with the ingress/entrance into the new Cruise Terminal H and the egress/exit of existing Cruise Terminal G intermodal areas. The final location of the exit to be coordinated with PortMiami.

4.5.4.5.1. Improvements shall include, but are not limited to, partial demolition of existing sidewalk, landscape area and existing bollards, relocation (as required) of existing utilities in conflict; new single drive lane connecting garage to existing North Cruise Boulevard, new sidewalks, curbs, curb ramps and detectable surfaces as required by code and ADA; new gate arm and access control, including all required power and data; and signage.

END OF PART 3 – PEDESTRIAN WALKWAY/BRIDGE AND GARAGE PROGRAMMING

PART 5. SITE IMPROVEMENTS

5.1. GENERAL

5.1.1. PortMiami has established the Project Site boundaries, generally described as: Cruise Terminal G wharf/berth to the northeast, the parking area under the Port Boulevard bridge to the southwest, the new bulkhead and dredging to the northwest, and South America Way to the southeast. See Attachment A6 for the Legal Description of the site.

5.1.2. The Site Improvements work for the proposed Cruise Terminal H Program includes the Ground Transportation Area (GTA), Provisioning Access, Berth/Apron Access, landscaping, and ancillary facilities. The D-Br is responsible for the site development design, permits, site work, landscaping, paving, utilities, and all other element of the design and construction to complete the Project.

5.1.3. The D-Br is responsible to prepare a complete design for site improvements including vehicular and pedestrian circulation paths, provisioning areas, landscape areas, outdoor lighting, walls and fencing, vehicle controls and barriers, sidewalks and walkways (including sun and weather canopies/roof), grading and drainage, above and below grade utilities (electrical service manholes/duct banks and FPL enclosures, IT/communications (AT&T) and, water distribution systems for potable water and fire protection, and sanitary wastewater collection systems) as needed to provide PortMiami with a complete and fully functional Project.

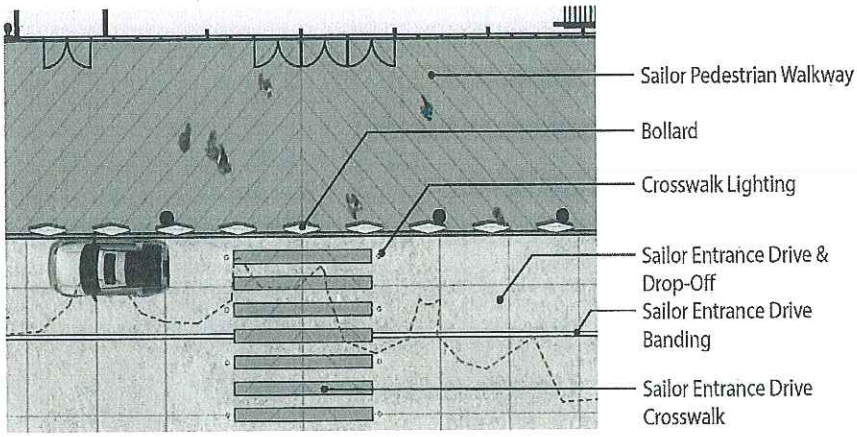
5.1.4. Schematic Drawings of the site improvements are provided in the Attachments and Reference to indicate the work items and layout parameters. The Schematic Drawings illustrate the plan for the site, in particular the Ground Transportation Area, Landscaping, and the sun and weather roof. The final design prepared by the D-Br shall comply with the layouts as shown. Deviations from the Schematic Drawings shall be presented to PortMiami for review. Acceptances of any deviation will be at the sole discretion of PortMiami

5.1.5. The Design-Builder is referred to available Record Documents, many of which have been included in the Reference Documents, for information on existing site conditions and utilities.

5.2. SITE PLANNING

5.2.1. The Terminal and Site is intended to be a complementary pedestrian and vehicular environment that is comprised of a mix from open vehicular service areas to defined intimate gathering spaces, all with a cohesive landscape palette that is suitable to the environment to soften and beautify the urban landscape. The contemporary visual character of the landscape and hardscape will serve to unify the entrance approaches and project exterior site to the design of the new Terminal. Coupled with programming strategies discussed below, hardscape, extensive landscape and lighting treatments shall provide a unified *Palm Grove* aesthetic theme that enhances the visual and welcoming character of the terminal. See Part 3, *Terminal Improvements,* for additional information.

5.2.2. **"Sailor" (Guest) Arrival:** The *Sailor* Arrival area functions as the welcoming landing for all passengers embarking from the Terminal, with the design of the entrance intended to play off the concept of a maritime dock. Large-scale concrete "planks" direct *Sailors* to the main entrance lobby via their angled orientation. Rhomboid shaped concrete bollards delineate the pedestrian dock from the entrance drive, as an allusion to nautical cleats, while simultaneously serving as transitory resting points for the *Sailors*. The concrete bollards shall comply with PortMiami security requirements. The figure belowshows the layout intent for the *Sailor* Entrance. Refer to the Schematic Site Layout intent drawings, Reference R17, and below for further requrements. Sizes, patterns, and colors as described below for basis of design refernce and planning purposes only with the final colors, sizes, and patterns subject to approval by PortMiami.



5.2.2.1. **Sailor Entrance Drive & Drop-Off/Intermodal:** Scored concrete field., Color, L.M. Scofield Chromix 1266 Cool Gray.

5.2.2.2. **Sailor Entrance Drive Banding:** Precast concrete unit pavers, manufacturer Wausau Tile – Tectura Designs, Color Expressions HXP-20, size 8" x 24" x 4".

5.2.2.3. **Sailor Pedestrian Walkway:** Scored, integral colored concrete paving. Color L.M. Scofield C-24 Charcoal. The design is intended to evoke a zebra crossing, through the use of saw-cut scoring of the concrete's control joints. Saw-cut joints to be spaced at 18" width, parallel. Orientation of the score joint pattern should be angular, outwards radiating from the entrance lobby doors as the origin point. Provide mockup for approval.

5.2.2.4. **Sailor Entrance Drive Crosswalk:** Scored concrete field, Color L.M. Scofield Chromix 1266 Cool Gray. Concrete field to match exactly the Sailor Entrance Drive, scored integral colored concrete banding, Color L.M. Scofield C-24 Charcoal. Concrete crosswalk bands to match exactly Sailor Entranceway paving. The design of the Sailor Pedestrian Walkway paving is to be applied to the Crosswalk bands, through saw-cut scoring of the concrete's control joints. Mockup shall be prepared for approval.

5.2.2.5. **Crosswalk Lighting:** Provide in-roadway warning light system at the Cross Walk.

5.2.2.6. **Bollards:** High performance precast concrete rhomboid-shaped bollards. Escofet Juanola, Color BL. White. Place bollards about the perimeter between vehicular entrance

drive/drop-off and pedestrian entranceway to create a vehicular barrier with openings no greater than 5'-0" typical.

5.2.3. **VIP "Rock Star" Arrival:** The VIP, or "Rock Star", entrance is a discrete luxurious experience apart from the main Sailor Arrival. This space shall act as a welcoming and directional element and guide the VIP guests to their exclusive embarkation point. Veiled by a lush, vibrant palm grove, the VIP Arrival establishes a romanticized tone for the refined expedition awaiting passengers. Rich, textural hardscape pavements, from the colored patterned VIP Drive to the large-format pavers of the VIP Pedestrian Walkway catch and glisten-in the dappled Miami sunlight. Set against the modern contemporary architectural backdrop of the new terminal, the VIP Arrival is simultaneously Old Florida in its tropical vernacular, and a nod to the future with its timeless sophistication.

5.2.3.1. The figure below is a general illustration of the intend for the VIP/ "Rock Star" Entrance. Refer to the Schematic Layout drawings, Reference R17, and below for further requrements. Sizes, patterns, and colors are described below for planning purposes only. Final colors, size, and patterns to be approved by PortMiami.

5.2.3.2. **VIP Entrance Drive:** Colored, stamped concrete, Color L.M. Scofield Integral SG860-2 Cobble Gray, with Antiquing Release L.M. Scofield Lithochrome A-21 Deep Charcoal. Concrete Texture L.M. Scofield Lithotex Pavecrafters 920L Rock Salt Embossing Skin. Mockup shall be required for quality assurance to demonstrate finished appearance and workmanship standards.

5.2.3.3. **VIP Entrance Drive Banding:** Precast concrete unit pavers, manufacturer Wausau Tile – Tectura Designs, Color Expressions HXP-20, Size 8" x 24" x 4". Pattern sailor course.

5.2.3.4. **VIP Pedestrian Walkway:** Precast concrete unit pavers, manufacturer Wausau Tile – Tectura Designs, Color Aurora VAR-70, Size 24" x 48" x 2¾". Pattern running bond.

5.2.3.5. **VIP Pedestrian Walkway Banding:** Precast concrete unit pavers, manufacturer Wausau Tile – Tectura Designs. Color Granitex GTX-120, Size 12" x 24" x 2¾". Pattern sailor course.

5.2.3.6. **Bollards:** High performance precast concrete rhomboid-shaped bollards. Escofet Juanola, Color BL. White. Place bollards about the perimeter between vehicular entrance drive/drop-off and pedestrian entranceway to create a vehicular barrier with openings no greater than 5'-0" typical.

5.2.3.7. **Retractable Bollards:** Provide stainless steel retractable bollards as provided by Reliance Foundry, Model R-8472 (satin surface finish, no reflective tape) (https://www.reliance-foundry.com/bollard/retractable-bollards/R-8472-Bollard), or approved equal. Placement required at perimeter between VIP entrance drive/drop-off and pedestrian walkway at location of utilities vehicular access to the MEP and FPL rooms located on the north side of the terminal. Bollards are to create a barrier with openings no greater than 5-feet. Provide no less than a 20-feet gap between the precast bollards for the retractable bollards.

5.2.3.8. **VIP Landscape Screening:** The landscape areas separating the VIP entrance and the general sailor terminal entrance shall be designed to screen views of the VIP entrance from the main entrance. A raised berm no less than 2 feet high shall be constructed. Provide low-level planting on the berm to create effective screening with a centralized cluster of small palms.

5.2.4. **Landscaping:** The landscaping is envisioned to be comprised of coastal native and exotic (non-invasive) plant species, as defined by the Miami-Dade County Landscape Manual. The dominant feature of this Palm Grove landscape shall be character c-curved and s-curved palms, the natural manifestation of the Terminal V building columns. Smaller palm species such as thatch palm and cycads should be used as secondary additions to the Palm Grove, primarily placed in the planting break between the Sailor Entrance Drive and VIP Entrance Drive, where a lush middle-tier of landscaping is required to buffer the two uses. Wherein the location of the building entrance canopy impedes the planting of the palms, due to height and light restrictions, smaller understory palm species shall be used in their place, with emphasis on shade tolerant species such as lady palm. Refer to attached landscape design intent drawings for layout and project plant palette. The project plant palette should be used as a guideline for species selection, but is inclusive to the addition of other owner approved plant material.

5.3. SPECIFIC REQUIREMENTS

5.3.1. The D-Br should note the site is located adjacent to other active cruise terminals, cruise terminal access and circulation roadways, parking garage, and cargo operations. Construction impacts associated with the new Cruise Terminal H Program to nearby facilities and PortMiami operations shall be avoided. PortMiami cruise and cargo operations and security shall be maintained at all times.

5.3.2. All Site facilities shall be located and laid-out within the prescribed boundaries and construction limits established for the Site.

5.3.3. The D-Br shall limit their field operations at PortMiami to remain within the site boundaries and construction limits established for the Site by PortMiami. Work required outside these limits shall require PortMiami approval prior to beginning work in these areas, and is the responsibility of the D-Br.

5.3.4. **Traffic Control Restrictions:** Construction traffic shall not interfere with cargo and cruise traffic, particularly during peak operation periods. The following deliveries and hauling operations restrictions apply:

5.3.4.1. No construction traffic hauling operations along North Cruise Boulevard and South America Way shall be allowed from 6:00 a.m. to 6:00 p.m., Friday to Monday, inclusive. Construction access shall be from the south under the Port Boulevard Bridge.

5.3.4.2. With the exception of "one-time movements", no operations shall occur along North Cruise Boulevard and South America Way adjacent to the Cruise Terminals. "One-time movements" may only occur during non-cruise days and shall be coordinated and approved by PortMiami no less than one (1) week in advance.

5.3.4.3. No less than two (2) 12-feet wide lanes along South America Way shall remain open at all times. Transition North Cruise Boulevard from the three (3) existing lanes to two (2) lanes beginning after the Cruise Terminal G exit. Provide continuous concrete traffic barriers with a 6-feet high fence and screening between the traffic lanes and the Project work areas.

5.3.5. Cruise Terminal G provisioning access is currently from the southern limits of the site, utilizing the existing apron to offload and sort provisions under the existing fabrics structure located at the north end of the berth. The D-Br shall provide a temporary location at the western end of Cruise Terminal G. See Part 2, *Site Preparation, Demolition and Removals* for addition information and criteria.

5.3.6. The D-Br shall adhere to all access conditions where construction may extend outside the boundaries and construction limits established for the Site. The D-Br shall coordinate with PortMiami to obtain necessary access prior to construction.

5.3.7. A topographic survey, Reference R2, of the Project area is provided in the Reference Document. Use and/or reliance on the survey is at the discretion of the Design-Builder. Note that the survey is not a boundary survey or legal description.

5.3.8. The D-Br shall be responsible for verifying the adequacy and accuracy of all surveys and other reference documents provided and for performing any additional survey, site investigations or analyses necessary to complete design and construction of the Project. The D-Br shall independently verify site conditions including all underground utilities, existing bulkhead and seawall/bollard tie backs and anchor walls.

5.3.9. The D-Br shall employ a Professional Surveying and Mapping firm, licensed in the State of Florida. All surveying, legal descriptions, and as-built data produced shall be certified by a surveyor licensed in the State of Florida.

5.3.10. If hazardous soils or hazardous materials are encountered, the D-Br shall stop work and notify PortMiami immediately.

5.3.11. During the construction of the Project, the D-Br shall maintain records of the installation, including all deviations from plans and specifications, and shall measure and record all information currently with construction progress.

5.3.12. Each permanent structure shall be provided with a survey brass marker at finished floor elevation. Benchmarks shall be stamped with elevation in feet, referenced to the North American Geodetic Datum of 1929 (NGVD29). The benchmarks shall also be stamped with both latitude/longitude and Northing/Easting references to the North American Datum of 1983 (NAD83).

5.3.13. All areas, either inside or outside of Project Site, disturbed by the D-Br during the Site work shall be restored to original condition or better, to the satisfaction of PortMiami. The existing roadways shall be re-stripped for three (3) lanes and repaved where damaged or removed by the D-Br prior to completion of the Project.

5.4. EXISTING CONDITIONS

5.4.1. The bulkhead condition, *Evaluation of Structural Conditions for the Port of Miami Bulkhead Walls*, January 2016, by Arcadis is provided in the Reference Documents R31. Record Drawings of the Bulkhead are available for the D-Br's use, see Reference R30.

5.4.2. The Design-Builder shall field locate ALL elements of the existing structures and other above and below ground features, including but not limited to bulkhead cap, bulkhead tie backs, bulkhead anchor wall, utility valve boxes, and manholes, drainage, and utilities. A copy of the field topographic survey prepared by PortMiami is included in the References. The D-Br may use the survey at his risk and responsibility.

5.4.3. Existing Telephone, data, electrical, water, storm drainage, and other utilities that are to remain in place shall be located and protected in place.

5.5. OVERALL SITE PLAN

5.5.1. The D-Br shall prepare the site plan layout of all proposed exterior facilities within the limits of the Project and adjacent conditions, indicating the location and orientation of new and existing structures, vehicular circulation, intermodal and drop-off areas, paved areas, roadways, pedestrian circulation and sidewalks, lighting, wayfinding, pavement markings, curbing, above and below grade utilities, landscaping areas, and all other site improvements. The Site layout shall consider mobility and safety of pedestrians and vehicles in accordance with design guidelines.

5.5.2. Site plan layouts shall conform to applicable Fire Protection and Fire Rescue Access requirements.

5.5.3. The D-Br shall design the proposed site to maximize allowable uses in compliance with Chapter 33 of the Miami-Date County Code, Americans with Disabilities Act (ADA) regulations and requirements from Agencies having jurisdiction.

5.5.4. The design and materials of construction of pavement, curbing, sidewalk and driveways shall be in accordance with PortMiami *Design Guidelines and Standards*, and FDOT *Standard Specifications for Road and Bridge Construction*. In case of conflict between requirements, the standards imposing the more stringent conditions on the D-Br shall take precedence.

5.5.5. The design for the Site shall comply with minimum design criteria from the Florida Department of Transportation *Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways* (FDOT "Green Book") and AASHTO's *A Policy on Geometric Design of Highways and Streets*, whichever is most stringent. The design of vehicular areas shall consider, but not be limited to, vehicle design speed, driveway and parking space width, grades and cross slopes, ramp length and cross slope, curb radii, and sidewalk width, and traffic control and signage at intersections with North Cruise Boulevard and South America Way.

5.5.6. The design of vehicular areas shall account for the physical characteristics of the vehicle(s) that will utilize the various areas of the facility. (AASHTO standard design vehicles with "P", "BUS", "SU" and "WB" designations), allowing for appropriate turning radius, travel lanes, parking, and other operations.

5.5.7. Traffic signs and pavement markings are to conform to the FDOT Roadway and Traffic Design Standards as well as the FHWA's *Manual on Uniform Traffic Control Devices* (MUTCD), and PortMiami *Wayfinding and Signage Standards*.

5.6. GROUND TRANSPORTATION AREA (GTA)

5.6.1. The Ground Transportation Area (GTA) is the space/area adjacent to the terminal where passengers arrive and depart from various modes of transportation. The area shall be located adjacent to the terminal building for fast and efficient embarkation and disembarkation operations and shall be linked to PortMiami's road system: North Cruise Boulevard and South America Way. The D-Br shall consider both embarkation and disembarkation operations and the terminal entry/exit points in the development and arrangement of the GTA.

5.6.2. Traffic shall be able to move quickly, safely, and efficiently to and from the Cruise Terminal and to and from the roadway system. Separate areas shall be provided for the staging of privately owned and operated vehicles (POV) from buses/coaches and limousines.

5.6.3. The site entry and exits shall not detrimentally impact traffic flow and cause delays during peak traffic times along North Cruise Boulevard and South America Way. The Design-Builder shall provide a design that minimizes queueing on the North Cruise Boulevard ingress and the merge onto South America Way during peak times.

5.6.4. The D-Br shall prepare a Traffic Study, including a Turning and Movement Analysis as part of the design.

5.6.5. The GTA shall be laid out as per the attached Schematic Drawings (A7 and R17). The GTA shall be comprised of three (3) principal but separate areas:

5.6.5.1. The primary drop-off/pick-up area for regular guests (Sailors);

5.6.5.2. A bus/coach drop-off/pick-up (with PMC area) intermodal area; and

5.6.5.3. A dedicated VIP (Rock Star) roadway and drop-off/pick-up in a separate loop.

5.6.6. **Primary Drop-Off/Pick-Up:** Provide a four (4) lane roadway no less than 56-feet wide (16' – 12' – 12' - 16') for passenger drop-off and pick-up. The central two (2) lanes shall be for bypass and through traffic. Provide no less than 24 drop-off/pick-up parking spaces along the roadway. Each space shall be no less than 25-feet long and shall be indicated by pavement markings.

5.6.7. **Bus/Coach Drop-Off/Pick-Up:** Provide dedicated area for buses, coaches, PMCs, and other larger vehicles. Provide marked angled spaces (bus bays) for no less than three (3) 10-feet wide by 45-feet long AASHTO "BUS-45" vehicles. Provide two (2) pipe bollards and a concrete wheel stop at the end of each space.

5.6.7.1. Provide no less than 10-feet clear between the bus bays for passenger and luggage loading/unloading. Clearly mark this area for passengers only using pavement markings/striping in a diagonal chevron pattern.

5.6.7.2. Angle the bus spaces to accommodate entry and exit of the buses. The D-Br shall prepare a turning circle analysis to demonstrate the movement of the buses.

5.6.7.3. Provide a PMC area on the southern side of the intermodal area as indicated.

5.6.8. **VIP Drop-Off/Pick-Up:** Provide a two (2) lane 24-feet wide (12' – 12') roadway for VIP passenger drop-off and pick-up. A third 16-feet wide drop-off/pick-up lane shall be added as indicated on the Schematic Drawings. No marked drop-off parking spaces are required.

5.6.9. **Passenger Circulation Roadways:**

5.6.9.1. **Entrance:** The entry point for these areas shall be from a single North Cruise Boulevard entrance/turning lane. The entry point shall consist of a two (2) lane road which diverges into the three areas. The location of the entry shall be west of the Cruise Terminal G exit, as shown on the Schematic Drawings.

5.6.9.2. **Exit:** The egress point for the primary and VIP areas shall be to South America Way as shown. Provide a two (2) lane exit, merging to one (1) lane as it continues onto South America Way. The egress for the bus/coach area shall be as shown at the intersection of North Cruise Boulevard and South America Way.

5.6.9.3. **Pavement:** The roadway pavement shall in general consist of integrally colored cast-in-place concrete over an aggregate base course. The color shall be as noted herein and on the Schematic Landscaping/Hardscaping Drawing, subject to approval by PortMiami.

5.6.9.3.1. The pavement shall include applicable crack and expansion control joints in a "square" pattern no larger than 10-feet by 10-feet, as indicated.

5.6.9.3.2. The concrete surface shall include a skid resistant "broom" finish in one direction.

5.6.9.4. **Pavement, VIP:** The VIP roadway shall consist of integrally colored patterned (stamped) cast-in-place concrete over an aggregate base course. The color and pattern shall be as noted herein and on the Schematic Landscaping/Hardscaping Drawing, subject to approval by PortMiami.

5.6.9.4.1. The pavement shall include applicable crack and expansion control joints, coordinated with the pattern

5.6.9.4.2. The concrete surface shall include a "broom" finish in one direction.

5.6.10. Passenger Drop-off/Pick-up Sidewalks:

5.6.10.1. **VIP/Rock Star:** Provide a precast concrete paver walkway and drop-off/pick-up area along the VIP roadway and in front of the VIP terminal entrance. The walkway shall be no

less than 8-feet wide, extending the full length of the roadway. The entrance area size and shape shall be per the Schematic Drawings.

5.6.10.2. **Sailor:** Provide a precast concrete paver drop-off/pick-up area along the western side of the roadway along the main passenger entrance . The walkway shall be no less than 30-feet wide, with the limits as shown on the Schematic Drawings.

5.6.10.3. **Pedestrian Walkway Vestibule:** Provide cast-in-place integrally colored and patterned concrete about the pedestrian walkway vertical vestibule and in front of the terminal's baggage drop-off and screening entrance.

5.6.11. <u>Passenger Circulation Sidewalks:</u>

5.6.11.1. Provide an integrally colored and patterned cast-in-place concrete sidewalk no less than 8-feet wide along the north side of the bus/coach area and between the "Sailor" roadway and the existing South America Way. Slope the sidewalk at no more than 5-percent (20H:1V) to accommodate the elevation transition between the intermodal and the drop-off areas. Provide a hand and guard rail along the ramp edge.

5.6.11.2. Provide an integrally collard and pattered cast-in-place concrete sidewalk no less than 5-feet wide along the south side of the intermodal area, leading to a crosswalk over the intermodal exit lane.

5.6.11.3. Provide an integrally colored and patterned cast-in-place concrete sidewalk no less than 8-feet wide along the northern side of the *"Sailor"* area secondary drop-off/pick-up spaces as indicated.

5.6.11.4. Provide an integrally colored and patterned cast-in-place concrete sidewalk no less than 10-feet wide along the western side of the *"Sailor"* area primary drop-off/pick-up spaces as indicated. The sidewalk is an extension of, connects to the sidewalk from the intermodal area noted above.

5.6.11.5. Provide a cast-in-place concrete sidewalk no less than 8-feet wide from the existing garage concrete pad to the new designated crossing of South America Way. The filling and regarding of a portion of the existing drainage swale along the west side of the garage will be required. The D-Br shall provide appropriate drainage modifications for the filled area. Provide a guard rail, earth berm, and hedge along the roadway side of the sidewalk for fall protection and to prevent roadway crossing of passengers other than at the designated cross walk. Provide ADA compliant curb cuts and ramp on both side of the roadway. Include raised colored tactical pads.

5.6.11.5.1. Provide a stairway and an ADA compliant ramp no less than 5-feet clear width complete with hand and guard rails to accommodate the elevation transition between the existing roadway level/new sidewalk and the new primary drop-off/pick-up circulation roadway and sidewalk elevation (elev. +7.5± to elev. +11±). The stairway shall be aligned with the primary drop-off/pick-up roadway crossing and shall match its width. Provide applicable guard and hand rails.

5.6.12. <u>Roadway Crossings:</u>

5.6.12.1. Provide a pedestrian crossing of the primary drop-off/pick-up circulation roadway as indicated. The crossing should align with the main "Sailor" entrance into the terminal. The

crossing shall be no less than 20-feet wide and comprised of integrally colored precast concrete pavers with detectable warning texture. Both edges of the roadway crossing shall be delineated with in-road warning lights. The lights shall face oncoming traffic.

5.6.12.2. Provide a pedestrian crossing of the VIP roadway as indicated. The crossing shall be a continuation of the walkway from the "Sailor" drop-off spaces. The crossing shall be no less than 10-feet wide and comprised of integrally colored precast concrete pavers with detectable warning texture. Both edges of the roadway crossing shall be delineated with in-road warning lights. The lights shall face oncoming traffic.

5.6.12.3. Provide a pedestrian crossing of the intermodal area exit lane as indicated. The crossing shall be no less than 10-feet wide and comprised of thermoplastic pavement markings. Both edges of the roadway crossing shall be delineated with in-road warning lights.

5.6.12.4. Provide a pedestrian crossing of South America Way no less than 10-feet wide. The crossing shall be indicated with thermoplastic pavement markings and in-road warning lights delineating both edges of the crossing. Provide warning signage with flashing amber lights on both sides of South America Way in advance of the crossing.

5.6.12.5. **Warning Lights:** In-road warning lights shall be comprised of FDOT approved in-road low-profile stainless steel, self-cleaning, flashing daytime visible red LED lights, bi-directional. Traffic Safety, Corp. (https://www.xwalk.com/index.html), or equivalent.

5.6.12.6. At the South America Way crossing, provide push button activation stanchions to activate the in-road and roadway warning lights.

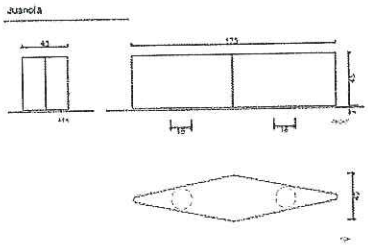
5.6.12.7. The lights on the terminal circulation roadway shall be manually activated for continuous on during vessel calls and when terminal is being utilized.

5.6.12.8. The lights shall include a warranty of no less than 5-years.

5.6.13. **Pavers:** The pavers size, shape, pattern, and color will be approved by PortMiami. The D-Br shall provide catalogs for the initial selection, with samples provided for final selection.

5.6.14. **Separation:** The Delineation between areas will be by material and color differentiation.

5.6.14.1. Provide *Juanola* molded integrally colored concrete rhomboid shaped bollards by Escofet (https://www.escofet.com/en/products/urban-life/mobility/juanola) along the roadway and the VIP and Sailor walkways, approximately 1-feet inside of the edge of roadway pavement. Space the bollards to provide no less than 4-feet and no more than 5-feet clear between bollards.



5.6.15. Roadway and Walkway Elevations:

5.6.15.1. The entry and exit roads shall match the existing elevations of North Cruise Boulevard and South America Way.

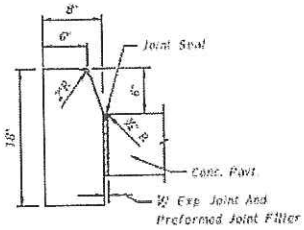
5.6.15.2. The primary and VIP roadways shall rise to the elevation of the passenger drop-off/pick-up sidewalks, . The roadways shall slope no more than 3-percent. Vertical curves shall be provided at all grade changes. Slope breaks will not be allowed.

5.6.15.3. The bus/coach intermodal area elevation shall be at approximately the same elevation as the adjacent existing roads.

5.6.15.4. The roadways, sidewalks, and walkways shall be sloped to provide positive drainage away from the Cruise Terminal and the existing roads.

5.6.15.5. The landscape areas may be raised (berm) or slope between the curbs as indicated on the Schematic Landscaping Layouts (Reference R17). If the landscaped area slope or drop off more than 2-feet in elevation change, provide guard rails along the sidewalk/walkways. The guardrails shall be complementary to the design of the terminal and site and are subject to approval by PortMiami.

5.6.16. **Curbs:** No raised curbs will be allowed along the roadways where adjacent to the passenger drop-off/pick-up sidewalks. Provide a standard FDOT 6-inch non-mountable curb "Type D" along landscaped areas, along North Port Boulevard, South America Way, and where indicated on the Schematic Layout drawings.



TYPE D

5.6.17. **Pavement Markings and Signage:** Provide reflective thermoplastic pavement markings and stripping, complying with FDOT Standard Specifications. Include text, directional arrows, lane and edge striping as applicable.

5.6.17.1. Provide directional and information signage providing clear directions, and traffic warnings if applicable, along North Cruise Boulevard, South America Way, and the circulation roadways.

5.6.17.2. See the Wayfinding Signage Schematic Drawings (R18) for locations and types of signage. Signage shall follow that shown on the Schematic Drawings, with some signage reflecting Virgin Voyages' brand standards. The D/Br's signage consultant shall coordinate with PortMiami to provide all public-facing signs in the spirit of the design intent drawings.

5.6.18. **Mock-Ups:** The D-Br shall prepare mocks up of the areas noted above and herein to demonstrate the finished appearance and establish workmanship standards, for quality assurance and approval by PortMiami.

5.6.18.1. Each mock-up shall be no less than 10-feet x 10-feet in size. Provide individual mock-ups for each color and pattern. The mock-up shall not be incorporated into the work.

5.6.18.2. Construct mockup using materials, processes, and techniques required for the work, including curing procedures. Incorporate representative control, construction, and expansion joints according to Project requirements. Installer for the work to construct mockup.

5.6.18.3. Notify PortMiami no less than (10) ten days in advance of the date scheduled for each mockup construction.

5.6.18.4. Approved mock-ups shall serve as the basis of quality and acceptance for the Work. Work shall not commence until written approval of each mock-up is received from PortMiami.

5.6.18.5. The mock-ups shall remain on site until the Work that is represented by the mock-up is completed and approved. Remove each mock-up from the site when no longer required.

5.6.18.5.1. Primary roadway pavement.

5.6.18.5.2. VIP roadway pavement.

5.6.18.5.3. "Sailor" sidewalk.

5.6.18.5.4. VIP sidewalk.

5.6.18.5.5. Pedestrian Walkway Vestibule sidewalk

5.6.18.5.6. Passenger Circulation Walkways

5.6.18.5.7. Typical rhomboid bollard.

5.7. PROVISIONING BAYS ACCESS:

5.7.1. Provide ship's provisioning operations at the south end of the terminal, accommodating no less than eight (8) AASHTO standard WB-67 trucks. The provisioning area is to be incorporated into the design of the Cruise Terminal. A portion of the second level of the terminal extend over the provision area as shown on the Schematic Drawings. See Part 5, *Waterfront Improvements*, and Part 2, *Cruise Terminal Improvements*, for additional information.

5.7.2. Each truck stall/bay shall be no less than 12-feet wide with no less than 4-feet between each stall. The stalls shall be angled as shown to facilitate backing into the stalls from the access road. The D-Br shall perform a turning maneuver analysis to demonstrate efficient and safe movement into and out of all truck stalls.

5.7.3. The Provisioning operations shall be separated from the passengers by a wall running the entire width of the provision dock and truck parking bays as shown on the Cruise Terminal Schematic Drawings.

5.7.4. Truck access to the provisioning stalls shall be from under the Port Boulevard bridge. The truck access to the secured berth apron shall have two (2) 12-feet wide lanes with shoulders, one each for entering and exiting.

5.8. MECHANICAL / ELECTRICAL ROOMS AND WATERFRONT SECONDARY ACCESS:

5.8.1.1. Provide a cast-in-place reinforce concrete pavement vehicular access lane along the northern end of the terminal, extending from the VIP paver walkway to the waterfront/berth apron. The pavement shall be no less than 20-feet wide and shall allow

for maintenance, service, and staff vehicles access to the MEP rooms located at the northern end of the terminal.

5.8.1.2. The pavement shall include applicable crack and expansion control joints.

5.8.1.3. As noted in Part 5, *Waterfront Improvements*, provide a limited access gate and fence across the pavement. The gate/fence shall be located after the FPL Vault Room. Coordinate with PortMiami for the final location. The gate shall be no less than 15-feet wide.

5.8.1.3.1. Provide a separate personnel exit only gate with a panic bar, with delayed release, to allow for exit only in the event of a fire or other terminal evacuation occurrence from the Second Level Garden Terrace/Garden.

5.8.1.4. Provide a continuation of the perimeter security fence at the western end of the terminal. Provide a personnel gate, no less than 4-feet wide, including access control and video monitoring. Include a self-closure with the gate hardware. Provide a stair or ramp no less than 5-feet wide to accommodate the elevation difference between the pavement and the waterfront apron. The gate shall open onto the landing at the top of the stair/ramp.

5.8.1.5. The concrete surface shall be sloped to drain away from the terminal and VIP walkway and shall have a non-skid "broom" finish in one direction.

5.9. SUN AND WEATHER PROTECTION:

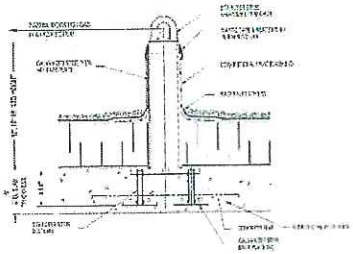
5.9.1. The GTA shall be covered by a flat roof designed in the same style and spirit as the roof for the Cruise Terminal building. The roof shall provide sun and weather protection over the Ground Transportation Area as illustrated on the Schematic Layout drawings (Attachment A7 and Reference R17). The "roof" shall be a flat roof type system designed as an extension of the spirit (look and feel) of the Cruise Terminal roof system. It shall include the curved columns, shaped (palm tree) roof shape, and openings as per the Schematic Drawings. See Part 2, *Cruise Terminal Programming*, for more information on the roof/canopy requirements.

5.9.2. The D-Br shall undertake rain and wind studies to ensure reasonable, adequate coverage of the Ground Transportation Areas.

5.9.3. Adequate shade and weather protection shall be provided at the doorways to both the Sailor and VIP entrances. Any holes/openings in the roof shall be positioned far enough away from entrances to prevent rain penetration. For openings over drop-off/pick-up spaces and walkways, the openings shall be closed with a watertight skylight glazing.

5.9.4. All rainfall downspouts from the GTA roof shall be concealed and integrated into structure and not be exposed.

5.9.5. The roof system shall not have any exposed services (with the exception of light fixtures and fire sprinklers head only). All conduits and pipework to be integrated into the roof void. The roof finish to be as homogenous as possible with expansion joint patterns as required to complement roof apertures. The Final ceiling joint pattern will be subject to review and approval by PortMiami.



5.9.6. Provide 1,000 pound working load (any direction) safety/fall arrest galvanized roof anchors, with stainless steel safety anchor about the roof area for use by maintenance staff. Place no less than one (1) at each skylight and opening, and at a 50± foot grid about the edges/perimeter. Paint the anchors to match the roof color. Coordinate with PortMiami for locations.

5.9.7. Provide roof hydrants (hose bibs) for water supply on the roof for use in cleaning the roof surfaces. Place the hydrants on 200± feet grid. Hydrants shall include a backflow preventer Coordinate with PortMiami for locations.

5.10. EARTHWORK AND GRADING

5.10.1. The site shall be raised to the elevations indicated on the Schematic Site, Terminal, and Waterfront Plans. Transitions to existing grades shall be smooth in accordance with applicable standards. All new pavement shall be tied into existing paving at the same elevation and grade.

5.10.2. No fill shall be placed atop existing or new pavement.

5.10.3. Grading shall provide positive drainage off sidewalks, walkways and pavements, away from structures, concrete slabs on grade, and other critical areas where the accumulation of storm water runoff is not desirable.

5.10.4. The D-Br shall provide excavation, filling and backfilling in connection with preparing the final grade lines for the Site. Materials, equipment and construction methods used shall meet applicable standards for its respective use.

5.10.5. Earthwork and related activities for construction of roadways, structures, underground utilities and drainage systems, including excavation, fill, backfill, preparation of sub-grade and compaction shall be in accordance with PortMiami *Design Guidelines and Standards*, and FDOT *Standard Specifications for Road and Bridge Construction*. In case of conflict, the standards imposing the more stringent conditions on the D-Br shall take precedence.

5.10.6. Provisions for preparation of sub-grade at structures and roadways shall follow the geotechnical recommendations of a Florida Licensed Professional Geotechnical Engineer retained by the D-Br.

5.10.7. Dewatering of the site and any excavations and permits shall be the responsibility of the Design-Builder.

5.11. STORM WATER MANAGEMENT

5.11.1. Storm water management facilities shall be designed and constructed in accordance with applicable regulations of the Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD), and Miami-Dade County Department of Environmental Resources Management (DERM).

5.11.2. All required Environmental permits from the Florida Department of Environmental Protection (FDEP), Miami-Dade County, and all other applicable regulatory agencies shall be the responsibility of the D-Br and shall be coordinated through PortMiami's Environmental Manager.

5.11.2.1. The D Br shall provide an oil/trash/debris/water separator in the outfall line before the discharge point. The separator shall be located downstream of the inlets.

5.11.3. The design and materials of construction of storm water drainage utilities shall be in accordance with PortMiami *Design Guidelines and Standards* and FDOT *Standard Specifications for Road and Bridge Construction*. In case of conflict between requirements of PortMiami Design Guidelines and Standards and FDOT Standards, the standards imposing the more stringent conditions on the D-Br shall take precedence. Materials, equipment and construction methods used shall meet applicable standards for its respective use.

5.11.3.1. All structures and their frames and covers shall be Traffic Rated meeting proof load test requirements of AASHTO M-306. Structures, frames and covers located on the Waterfront berth shall be Airport-Rated and shall meet or exceed the loading requirements listed in FAA advisory circulars AC 150/5320-6F Appendix B.

5.11.3.2. Design drawings shall include annotation stating the load rating of all structures, frames, and covers. Covers shall identify the utility.

5.11.4. Biscayne Bay is classified as an Outstanding Florida Water (OFW) (62-302.700 F.A.C.) by the FDEP, therefore there are additional water quality treatment requirements. The D-Br shall implement storm water management facilities capable of providing all applicable water quality treatment. There are significant restrictions and conditions for any outfalls to the Bay. No additional storm drain outfalls shall be allowed. The proposed storm water management system shall not increase the storm water flow to any outfall.

5.11.5. Provide a storm water collection system required to meet the level of service (LOS) criteria for the proposed Site; as required by PortMiami and defined by all regulatory agencies having jurisdiction. PortMiami has adopted storm water LOS guidelines based on the FAA regulation regarding no encroachment on paved area for the 5-year design storm. The minimum LOS criteria for drainage systems shall be that no staging of storm water within paved areas, driveways (drop-off/intermodal zones, waterfront zone, etc.) or sidewalks, shall occur for storm events up to and including the 5-year, 24-hour design storm event (as defined by the SFWMD), or the 10-year, 24-hour storm event (as defined by FDOT), whichever is greater, and in accordance with the criteria defined by all regulatory agencies having jurisdiction.

5.11.6. The D-Br shall design for the site storm water and tidal conditions, projections of potential increases in sea levels, potential ranges of effects on the storm water management system, and site grading considerations for access to PortMiami operations.

5.11.7. The proposed storm water collection system shall be designed to accept runoff from all building, ancillary structures, canopies, and building mechanical condensate.

5.11.8. All proposed storm water management facilities shall be designed to limit adverse impacts due to off-site discharge of storm water across the prescribed Site Boundaries. The storm water management facilities shall be designed to retain runoff such that the peak post development discharge rate from a 25-year, 72-hour design storm event (as defined by the SFWMD) shall be less than or equal to the peak pre-development rate, unless otherwise required by regulatory agencies having jurisdiction.

5.11.9. The existing storm water collection system(s) at PortMiami includes a network of inlets and storm sewers that convey storm water runoff to a combination of exfiltration trenches, drainage wells (deep wells). Existing surface water outfalls are regulated by control structures with internal weirs that retain a portion of the runoff on-site for treatment. The D-Br shall be responsible for modifications to the existing storm water collection system as required to meet the level of service (LOS) criteria for the proposed Site, including removal, relocation and/or adjustment. See Reference R23 for existing storm water system.

5.11.9.1. The D-Br's work shall not interfere with existing PortMiami operations, and all work shall be coordinated with the existing and/or proposed drainage plans of PortMiami.

5.11.9.2. The D-Br shall design and permit the storm water management system for the Project Site as an independent drainage system that will direct emergency storm water overflow only into the existing PortMiami system/outfalls.

5.11.9.3. No new storm water outfalls will be allowed. The existing outfalls shall be extended to the new bulkhead.

5.11.9.4. The new storm water management system shall not cause any increase in flow to the adjacent exiting interconnected storm water drainage system that results in flooding, backups, or other detrimental changes.

5.11.10. The Design-Builder shall not remove or take out of service existing storm water outfall pipes at any time. If the Design-Builder proposes to construct a permanent structure over the outfall pipe, the portion of the existing pipe that is located underneath the structure shall be re-routed to avoid the conflict.

5.11.11. The D-Br shall take all reasonable measures to protect the existing storm water collection system, adjacent properties and water bodies from sedimentation or other construction related damage.

5.11.12. The D-Br has full responsibility to implement all required erosion and sedimentation controls. The D-Br shall develop an erosion and sediment control plan for review and approval by PortMiami prior to initiating any construction activities. It is also the D-Br's responsibility to ensure that these controls are properly installed, maintained, and functioning properly to prevent turbid or polluted water from leaving the site. The D-Br shall adjust the erosion and turbidity controls as required to meet changing site conditions and ensure that the site meets all federal, state, and local erosion and turbidity control requirements.

5.11.12.1. The D-Br shall be required to respond to all regulatory inquiries relative to compliance with erosion and sedimentation control regulations. Any costs and/or fines

relating to the D-Br's erosion and sediment control plan shall be the responsibility of the D-Br.

5.11.13. The D-Br shall prepare a Storm Water Management Plan (SWMP), along with supporting drainage plans and calculations, signed and sealed by a Professional Engineer registered in the State of Florida, for review and approval of PortMiami.

5.11.14. All structures and their frames and covers shall be Traffic Rated meeting proof load test requirements of AASHTO M-306. Structures, frames and covers located on the Waterfront berth shall be Airport-Rated and shall meet or exceed the loading requirements listed in FAA advisory circulars AC 150/5320-6F Appendix B.

5.11.15. Design drawings shall include annotation stating the load rating of all structures, frames, and covers. Covers shall identify the utility.

5.12. SANITARY SEWER SERVICE

5.12.1. Sanitary sewer service for the new facilities shall be provided through connection to the existing sanitary sewer collection system at PortMiami. The D-Br shall be responsible for designing, permitting, and constructing the sanitary sewer conveyance for the Cruise Terminal H Program demands and connection to the existing sanitary sewer collection system that meets the requirements of all agencies having jurisdiction over the Project.

5.12.1.1. The D-Br shall evaluate how to collect and convey all sanitary flows from the Cruise Terminal H Program to the point of connection to the existing system.

5.12.2. All sanitary sewer flow at PortMiami is currently discharged to the existing Pump Station No. 9141 at PortMiami. PortMiami has contracted with WASD to upgrade Pump Station No. 9141 to provide sufficient sewerage capacity to handle the anticipated sanitary flows and loads generated by the Cruise Terminal H facility.

5.12.2.1. The existing sanitary sewer collection system at PortMiami is provided in the Reference Documents (R26).

5.12.3. The sanitary sewer collection system shall consist of new gravity sewers, manholes, service laterals and appurtenances, or any other means necessary to convey demand flows, as required. The D-Br shall be responsible for determining the capacity requirements for each service connection to the Cruise Terminal H Program, considering anticipated average, minimum, and peak flow (including adequate allowances for infiltration and inflow), as may be generated by all potential sources for the proposed facilities. The new sanitary sewer collection systems shall be adequately sized and routed and shall not adversely impact the existing receiving system under peak flow conditions.

5.12.3.1. The D-Br shall coordinate with PortMiami to confirm the points of connection, pipe diameter, and invert elevations of the new sanitary sewers to serve the proposed facilities.

5.12.3.2. Per Reference R26 there are two existing manholes that may be connected to servicing Cruise Terminal H:

5.12.3.2.1. SS MH T-1 located west of CT G and north of North Cruise Boulevard.

5.12.3.2.2. SS MH 6-2 located near the corner of South America Way and North America Way.

5.12.3.3. The D-Br shall be responsible to restore any pavement, curbs, or other features removed to construct the sanitary sewer.

5.12.3.4. The D-Br may reuse the existing sanitary sewer piping if he can demonstrate that such is in good condition and will provide the specified Project Service Life. If the existing Sanitary Sewer piping is not used, it shall be removed as noted in Part 2, *Site Preparation, Demolition and Removals.*

5.12.4. The design and materials of construction for sanitary sewer collection systems, including laterals, cleanouts and all other appurtenances or equipment, shall be in accordance with Miami Dade County Department Regulatory and Economic Resources (RER), Department of Environmental Resources Management (DERM), the Standard Specifications of the Miami-Dade Water and Sewer Department (WASD), and PortMiami *Design Guidelines and Standards.*

5.12.5. All structures and their frames and covers shall be Traffic Rated meeting proof load test requirements of AASHTO M-306. Structures, frames and covers located on the Waterfront berth shall be Airport-Rated and shall meet or exceed the loading requirements listed in FAA advisory circulars AC 150/5320-6F Appendix B.

5.12.5.1. Design drawings shall include annotation stating the load rating of all structures, frames, and covers. Covers shall identify the utility.

5.12.6. The D-Br shall be responsible for submitting permit applications to all agencies having jurisdiction.

5.12.7. New sanitary sewers shall not be located under the new Cruise Terminal, PBB Runways, or other permanent structures. The D-Br shall take care to locate sanitary sewer components that are likely to emit noxious odors away from public areas.

5.12.8. The D-Br shall develop a Testing Plan for the proposed installations and submit to PortMiami for approval. The testing program shall comply will all requirements and regulations of WASD, local, and state agencies.

5.13. POTABLE WATER SERVICE

5.13.1. Potable water main to the new facilities shall be provided through a connection to the existing water distribution system at PortMiami. The D-Br shall be responsible for designing, permitting, and constructing new water mains and connecting the new mains to the existing potable water distribution system to serve the potable water demands of the proposed facilities. Fire protection water shall be separate from the potable water services. See Section, 5.14, *Fire Protection Water Service*.

5.13.2. The D-Br shall be responsible for determining the flow requirements and the size of service connections at each demand location.

5.13.2.1. The D-Br shall be responsible for verifying that the flow and pressures in the existing and new water mains (system) are adequate and comply with WASD, local and State

requirements and regulations for the new water services, prior to connecting to the existing and new water mains.

5.13.3. The water service shall result in a "loop" by connections at each end of the new Cruise Terminal service. The new water service shall include a new water main, no less than 16-inch, extending from the southern connection point, along the berth (west of the terminal building), to a northern connection point.

5.13.3.1. The existing 8± inch water line along the berth shall not be removed from service until the new water main is constructed and accepted. It is recognized that the existing water main is located where the new terminal is expected to be. Upon completion and acceptance of the new water main, the existing water main shall be cut, capped, abandoned, and grouted in place. The D-Br shall locate the water line prior to completing final design or starting construction. It shall be shown on the new terminal and site plans.

5.13.4. The estimated location of the proposed connections to the existing water distribution system loop are shown in the Reference Documents (R24 and R25). The D-Br shall coordinate with PortMiami to confirm all points of connection. The proposed connection points are:

5.13.4.1. **Southern:** Connect to the existing 20± inch water main, located south of the Port Boulevard Bridge, near Caribbean Way. The existing 8± inch connection and valve shall be capped.

5.13.4.2. **Northern:** Connect to the existing 8± inch water main located on the Cruise Terminal G berth.

5.13.4.3. The D-Br shall be responsible to restore any pavement, curbs, or other features removed to construct the water service.

5.13.5. **Isolation Valves:** Provide approved isolation valve type and quantity, except where mentioned herein, shall be determined by the D-Br, or as required by WASD. Valve sizes shall match the diameter of the connecting pipe.

5.13.6. Sizing of water service shall be based on peak demand conditions. Water service to the structures shall be separated by use, for fire and potable service, with the appropriate protection systems.

5.13.7. New water mains and service laterals shall not be located under the new Cruise Terminal, Passenger Boarding Bridge runways, or other permanent structure.

5.13.8. The design and materials of construction of all water mains and accessories, including type and placement of fittings, joint type, corrosion protection, coatings, thrust restraint, and including service connections and backflow prevention devices, for water distribution systems and fire protection service shall be in accordance with the standard specifications of WASD and PortMiami Design Guidelines and Standards.

5.13.8.1. The pipe material shall be cast Ductile Iron Pipe (DIP) for water main in full compliance with NSF certification. Minimum pressure class shall be in accordance with standard specifications of WASD.

5.13.9. The design and materials of construction, including type and placement of isolation valves, air release valves, flushing valve outlets, hydrants, backflow prevention devices, and

appurtenances for water distribution systems and fire protection service shall be in accordance with the standard specifications of WASD and PortMiami Design Guidelines and Standards.

5.13.10. All structures and their frames and covers shall be Traffic Rated meeting proof load test requirements of AASHTO M-306. Structures, frames and covers located on the Waterfront berth shall be Airport-Rated and shall meet or exceed the loading requirements listed in FAA advisory circulars AC 150/5320-6F Appendix B.

5.13.10.1. Design drawings shall include annotation stating the load rating of all structures, frames, and covers. Covers shall identify the utility.

5.13.11. The D-Br shall be responsible for submitting permit applications to all agencies having jurisdiction.

5.13.12. The D-Br shall develop a Flushing, Disinfection and Pressure Testing Plan for the proposed installations.

5.13.13. **Ships' Water Filling Service Stations:** Potable water for Cruise Vessels shall be provided by new Ship's Water Stations designed and constructed by the D-Br in coordination with PortMiami.

5.13.13.1. The new Water Stations, including all piping, metering, backflow prevention, and accessories, shall be constructed in accordance with PortMiami *Standard Detail* provided in the Attachments. Each water station shall be designed and constructed by the D-Br in coordination with PortMiami.

5.13.13.2. Each water filling station shall be capable of providing no less than 100,000 gallons per hour. One water station per berth may be assumed to be in operation at any given time. When multiple stations are in use, the total quantity shall be no less than that provided by the single filling station..

5.13.13.3. See Part 6, *Waterfront Improvements*, for Water Station locations and additional requirements.

5.13.13.4. The filling station shall consist of four (4) 2½-inch brass nipples with brass lug cap and retaining chain. Two (2) 6-inch ball valves shall isolate each group of two nipples. . All above grade piping and fittings shall be protected from corrosion by the application of an epoxy coating. Alternative coatings may be considered at PortMiami's discretion. See Attachment A1.2 for general arrangement of the filling station.

5.13.13.5. Protect the filling station with two (2) stainless steel pipe curbs, epoxy coated, as shown in the PortMiami Standard Details, Attachment A1.2.

5.13.13.6. **Backflow Prevention Assembly:** Each filling station shall include an above ground reduced pressure backflow prevention assembly, FEBCO MasterSeries LF860, located near the terminal. Provide a gate valves, wye-pattern strainer, and meter. The meter shall be an MMT Turbine, Neptune HP Turbine, Mueller System MVR 1300, or approved equal. The water meter shall be equipped with an AMR/AMI feature. Coordinate with PortMiami. See Attachment A1.2 for typical arrangement. Locate the assembly adjacent to the cruise terminal, out of the berth/apron operations area. Protect the assembly with pipe bollards. Maintain no less than 24-inches clear to any structure.

5.13.13.6.1. The backflow prevention assembly may be placed atop the raised walkway along the west side of the terminal provided no less than 4-feet clear is provided between the guard rail and the assembly. Protection bollards will not be required if located on the walkway.

5.13.13.7. The filling station shall be supplied by a 6-inch underground line connected to the water main.

5.14. FIRE PROTECTION WATER SERVICE

5.14.1. The existing fire protection water mains, connections, and services shall remain in operation at all times. The D-Br shall be responsible for the relocation of pipelines, valves, hydrants, and other items to accommodate the new Cruise Terminal H Program work. The main line shall be configured with supply from two ends, resulting in a "looped" system.

5.14.2. The estimated location of the proposed connections to the existing fire water distribution system loop are shown in the Reference Documents (R24 and R25). The D-Br shall coordinate with PortMiami to confirm all points of connection. The proposed connection points are:

5.14.2.1. **Southern:** Connect to the existing fire water main at node 22C, located near the southwestern corner of the existing garage and the northwestern corner of South America Way and North America Way.

5.14.2.2. **Northern:** Connect to the existing fire main at node 156F, located in the existing parking area west of CT G.

5.14.2.3. The D-Br shall be responsible to restore any pavement, curbs, or other features removed to construct the fire water service.

5.14.2.4. The D-Br shall be responsible for verifying that the flow and pressures in the existing and new water mains (system) are adequate and comply with WASD, local and State requirements and regulations for the fire hydrants fire lines water services, prior to connecting to the existing and new water mains.

5.14.3. New fire hydrants along the berth and site shall be provided. The hydrants shall connect to the fire protection water main. They shall not connect to any potable water main or service line. New Hydrants for shall be located in accordance with Miami-Dade County requirements.

5.14.4. Water mains and service laterals shall not be located under the new Cruise Terminal, Passenger Boarding Bridge runways, or other permanent structures. Existing mains, connections, and services located under the new terminal building shall be removed and relocated.

5.14.5. The design and materials of construction of all water mains and accessories, including type and placement of fittings, joint type, corrosion protection, coatings, thrust restraint, and including service connections and backflow prevention devices, for water distribution systems and fire protection service shall be in accordance with the standard specifications of WASD and PortMiami Design Guidelines and Standards.

5.14.5.1. The pipe material shall be cast Ductile Iron Pipe (DIP) for water main in full compliance with NSF certification. Minimum pressure class shall be in accordance with standard specifications of WASD.

5.14.6. The design and materials of construction, including type and placement of isolation valves, air release valves, flushing valve outlets, hydrants, backflow prevention devices, and appurtenances for water distribution systems and fire protection service shall be in accordance with the standard specifications of WASD and PortMiami Design Guidelines and Standards.

5.14.7. All structures and their frames and covers shall be Traffic Rated meeting proof load test requirements of AASHTO M-306. Structures, frames and covers located on the Waterfront berth shall be Airport-Rated and shall meet or exceed the loading requirements listed in FAA advisory circulars AC 150/5320-6F Appendix B.

5.14.7.1. Design drawings shall include annotation stating the load rating of all structures, frames, and covers. Covers shall identify the utility.

5.14.8. The D-Br shall be responsible for submitting permit applications to all agencies having jurisdiction.

5.14.9. The D-Br shall develop a Flushing, Disinfection and Pressure Testing Plan for the proposed installations.

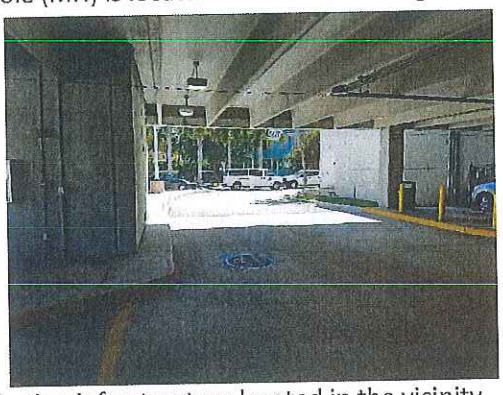
5.15. ELECTRICAL SERVICE

5.15.1. The D-Br shall locate on the site a Florida Power and Light Company (FPL) compliant enclosed vault for utility service to the proposed Terminal H facilities. The vault is indicated on the Terminal Schematic Layout Drawings (Attachment A7) to be located on the ground level at the northern end of the terminal building.

5.15.2. The D-Br shall construct the transformer vault, sized for the facilities and suitable to FPL, including associated ducts from the vault to the FPL facilities service point (manhole), duct and/or cable right of way from the FPL facilities to the vault, together with right of way ingress and egress to FPL employees for the purposes of installing and maintaining facilities.

5.15.3. The existing Cruise Terminal H electrical service is from a ground floor electrical room (see Reference Documents) that is fed from the existing FPL Vault #1015 located at the northeast side of Parking Garage G, second level. The D-Br shall coordinate with PortMiami and FPL to turn off and disconnect the power to the existing terminal and site. The D-Br shall remove all existing conductors and duct banks to the service manhole as described in Part 2, *Site Preparation, Demolition and Removals.*

5.15.4. The estimated location of the proposed FPL service point is an existing manhole as shown in the Reference Documents (R27). The manhole (MH) is located within the existing garage exit adjacent to North Port Boulevard. The D-Br shall coordinate with PortMiami and FPL to confirm the point(s) of connection.



5.15.5. The garage exit shall not be closed from service. The D-Br shall coordinate with PortMiami to develop a maintenance of traffic plan to allow for vehicle exit operations at all times.

5.15.6. The D-Br shall be responsible for designing and installing duct banks and duct banks to connect to at least one existing manhole for power service to the facility. Existing electrical power distribution infrastructure located in the vicinity of the Cruise Terminal H Program are provided in the Project References.

5.15.6.1. The D-Br shall be responsible to restore any pavement, curbs, or other features removed to construct the electrical service.

5.15.7. All structures and their frames and covers shall be Traffic Rated meeting proof load test requirements of AASHTO M-306. Structures, frames and covers located on the Waterfront berth shall be Airport-Rated and shall meet or exceed the loading requirements listed in FAA advisory circulars AC 150/5320-6F Appendix B.

5.15.7.1. Design drawings shall include annotation stating the load rating of all structures, frames, and covers. Covers shall identify the utility.

5.15.8. The D-Br shall be responsible for design, permitting and coordination with FPL.

5.15.9. The D-Br shall coordinate and comply with FPL in the design of a new electrical service including concrete-encased duct banks, manholes, service entrance, basic requirements, doors and ventilation, structural, drainage, grounding, soundproofing, access and metering.

5.15.10. The D-Br shall be responsible for constructing the new duct banks and service enclosures as required by FPL and PortMiami. The D-Br shall be responsible for payment of any fees charged by FPL for materials and to install wire, mount transformers, and energize the new electrical service.

5.15.11. The design and materials of construction for electrical service to the facilities shall be in accordance with the Standard Specifications of FPL and PortMiami *Design Guidelines and Standards*. In addition to FPL requirements for concrete-encased duct banks, the D-Br shall add a red-dye in accordance with PortMiami requirements, to the concrete mixture to identify the utility as electrical service for any future excavation in area.

5.15.12. No pipes for sanitary plumbing, water supply, or for any other purpose foreign to the vault installation shall pass through or above a transformer vault.

5.16. TELECOMMUNICATION AND DATA

5.16.1. The D-Br shall be responsible for design and construction of new PortMiami Information Technology (IT) data services and Telecommunication (AT&T) service to the Cruise Terminal H Program. PortMiami requires two (2) service connections to the IT Main Distribution Frame (MDF) Room located in the Cruise Terminal. These two connections are to provide a communications loop with path diversity for PortMiami telecommunications system through the facility, linking communications and data across PortMiami.

5.16.1.1. The two diverse paths shall be spaced as far apart from each other as possible and only come together at the IT room.

5.16.1.2. PortMiami has identified two (2) existing locations for the connection points (see References R28 and R28.1).

5.16.1.2.1. **POM 2:** The existing POM 2 handhole is located near the northwestern corner of Garage B, at the corner of North Cruise Boulevard and South America Way. The D-Br shall provide service from POM 2 to the AT&T Dembark room of the new Cruise Terminal. Service shall than be provide to the MDF. An existing pathway (conduits) extends from POM 2 to the existing terminal building. The D-Br shall provide new conduits or demonstrate that the existing conduits are in good shape, the correct size, and will provide the indicated project service life. The existing conductors, fiber, and stands shall be removed and replace with new.

5.16.1.2.2. **POM 3A:** The existing POM 3A handhole is located near the south exit from Garage G to South America Way. An existing pathway (conduits) extend from POM 3A to the existing terminal building. The D-Br shall install a new handhole, **POM 3B** at the southeastern corner of Garage G. The D-Br shall provide new conduits or demonstrate that the existing conduits are in good shape, the correct size, and will provide the indicated project service life. The existing conductors, fiber, and stands shall be removed and replace with new. The D-Br shall provide service from POM 3B to the MDF of the new Cruise Terminal. The handhold shall include:

5.16.1.2.2.1. Traffic rated lid and box

5.16.1.2.2.2. Dimensions: 48"L x 36"W x 24"D with open bottom

5.16.1.2.2.3. Double lid (Cover)

5.16.1.2.2.4. Tag/ID: POM Telcom

5.16.1.3. Provide a new service loop between POM 2 and POM 3B.

5.16.2. The Design-Builder shall follow AT&T's BICS Design Package for OSP and ISP Communications. PortMiami (ITD) will be responsible for inducting, purchasing, terminating, and splicing the fiber optics laterals (both primary and secondary) from PortMiami's MDF to PortMiami's Backbone Splice Points (POM-03 and POM-3A). PortMiami (ITD) will be responsible for removing the existing PortMiami's fiber optics backbone prior demolition of the existing Cruise Terminal H.

5.16.3. The D-Br shall construct each new data service duct bank sized for the facility, suitable to PortMiami, consisting of no less than two (2) – 4-inch conduits. The design and materials of construction for PortMiami data service shall be in accordance with PortMiami *Design*

Guidelines and Standards. Additional requirements for PortMiami data service are described elsewhere in this Design Criteria Document.

5.16.4. The D-Br shall be responsible for coordination, design and construction of new AT&T telecommunications service to the new Cruise Terminal H Program.

5.16.4.1. The D-Br shall construct the telecommunications duct bank sized for the facilities and suitable to AT&T of no less than two (2) – 4-inch conduits) to the Cruise Terminal Telecommunications Room from the AT&T service manhole. The AT&T manhole is assumed to be located adjacent to POM 2 handhole. The D-Br shall confirm the location with PortMiami and AT&T.

5.16.5. The design and materials of construction for telecommunications services shall be in accordance with PortMiami *Design Guidelines and Standards* and shall be coordinated with County IT representatives.

5.16.6. The D-Br shall coordinate with PortMiami for any construction activity within North Cruise Boulevard, South America Way, or other roadways. The D-Br shall be responsible to restore any pavement, curbs, or other features removed to construct the service.

5.16.7. All structures and their frames and covers shall be Traffic Rated meeting proof load test requirements of AASHTO M-306. Structures, frames and covers located on the Waterfront berth shall be Airport-Rated and shall meet or exceed the loading requirements listed in FAA advisory circulars AC 150/5320-6F Appendix B.

5.16.7.1. Design drawings shall include annotation stating the load rating of all structures, frames, and covers. Covers shall identify the utility. Communication lids shall be labeled "COMMUNICATIONS".

5.16.8. The D-Br shall be responsible for design, permitting and coordination with PortMiami and AT&T.

5.16.9. See Part 7, *Systems Programming*, for additional Information Technology (IT) data services and Telecommunication (AT&T) service requirements.

5.17. SITE SECURITY

5.17.1. Cruise Terminal H is located adjacent to a perimeter-secured Waterfront area at PortMiami in accordance with the Maritime Transportation Security Act (MTSA) and Florida Statutes. See Part 6, *Waterfront Programming*, of the Design Criteria Document for Access Control requirements for secure areas of the site.

5.17.2. Additional requirements for site security, including access controls, cameras, perimeter fencing and traffic control barriers the D-Br shall provide at the site are described elsewhere in this Design Criteria Document.

5.17.3. The D-Br shall maintain secured areas of PortMiami during construction at all times.

5.18. SITE LIGHTING

5.18.1. The D-Br shall design and construct exterior lighting for night and low light periods, by area type in accordance PortMiami standards. The D-Br shall coordinate the design and materials of construction for exterior lighting with PortMiami in accordance with *PortMiami Design Guidelines and Standards*.

5.18.2. The Schematic Drawings include drawings that illustrate the intent, the look and feel of the lighting proposed (References R17 and R19). The D-Br shall provide a final design that complies with the schematic drawings as illustrated. Any deviation shall be immediately brought to the attention of PortMiami, in writing, for consideration. The acceptance of any deviation will be at the sole determination of PortMiami. See Par 2, *Cruise Terminal Programming*, for further requirements on the look and feel of the facility.

5.18.3. The Design-Builder shall provide adequate operational and security lighting for all day and nighttime lighting conditions, including low light daytime periods. Dark or blind spots will not be acceptable. Lighting shall be provided dusk to dawn and during all low light daytime operations and for security.

5.18.3.1. **Operational lighting** shall provide no less than 5-foot-candles average, 1-foot-candle minimum illumination measured 3-feet above the Ground Transportation Area, provisioning, or any cruise terminal operation.

5.18.3.2. **Security lighting** shall provide throughout the site, at no less than 1-foot-candle illumination measured on the ground or pavement surface, at any location.

5.18.4. Uniformity levels shall be such to minimize rapid changes, shadows, and other aspects that may affect terminal operations.

5.18.5. Lighting levels shall be established via a photometric analysis. The D-Br shall provide a copy of the Photometric analysis used for design, and a post construction map of actual lighting measurements. Analysis shall be based on a gird not greater than 10 feet by 10 feet, and field measurement grid not less than 20 feet by 20 feet.

5.18.6. Site lighting design shall minimize glare on site and beyond project boundaries. The lighting design shall not affect the nearby roadways, cargo, or cruise operations.

5.18.7. Lighting shall be provided using low energy, long life, low maintenance Light Emitting Diodes (LED) luminaires and Drivers, suitable for use in marine environments.

5.18.8. Lighting should be separated by zones within the site. Lighting zones may overlap. All lighting should be photo electric controlled with a manual override.

5.18.9. Luminaires shall be provided with a 5-year manufacturer's warranty covering replacement and repair of LEDs, drivers, and finish as noted.

5.18.10. See Part 7, *Systems*, of the Design Criteria Document for exterior requirements for site lighting.

5.19. LANDSCAPING AND IRRIGATION

5.19.1. Landscaping is to be comprised of typical plant species found in the Maritime Hammock Native Plant Community, as defined by the Miami-Dade County Landscape Manual. The dominant feature of the Palm Grove landscape shall be character "C"-curved and "S"-curved palms, the natural manifestation of the Terminal's and GTA canopy columns. Smaller palm species such as thatch palm and cycad shall be used as secondary accents within the Palm Grove, with substantial importance on keeping open lines of sight from pedestrian eye-level through to the architecture. Wherein the location of the GTA canopy impedes the planting of the primary palms, due to height and light restrictions, smaller understory palm species shall be used in their place, with emphasis on shade tolerant species such as lady palm. The bermed landscape area shall be fully planted with lush middle-tier shrubs and groundcover species for slope retention and to control the direction of pedestrian movement to designated pathways and not through the planting area. The D-Br shall refer to landscape design Schematic Drawings (Reference R17) for layout and plant palette.

5.19.2. The design and materials of construction for seeding, sodding and exterior plants shall be in accordance with MDC *The Landscaping Manual* and PortMiami *Design Guidelines and Standards*. The use of low water xeriscaping plantings shall be incorporated to the maximum extent possible. All landscaped areas shall include mulching.

5.19.3. The D-Br shall design the landscaping at the site in compliance to Chapter 18A Landscape Ordinance of the Miami-Dade County Code, and guidance provided in the Miami-Dade County Department of Planning and Zoning Landscape Manual.

5.19.4. Landscaping shall be as indicated on the Schematic Landscaping Drawings (Reference R17).

5.19.5. The design and materials of construction for a complete, total site Irrigation Systems shall be in accordance with PortMiami Design Guidelines and Standards.

5.19.6. The D-Br shall provide a plant establishment warranty of no less than one-year. The D-Br shall perform monthly inspections of all plantings, and immediately replace all dead, dying, and diseased plants during the warranty period. The warranty period for replaced plants shall be for no less than one-year from the date of replacement.

5.20. SERVICE PADS

5.20.1. D-Br shall provide no less than one (1) service pad or room for trash/recycling, and additional service pads for building services as may be required for a complete and fully functional Project. Service pads shall be sized appropriately for their function and shall be constructed of reinforced concrete.

5.20.2. The service pads shall be located to minimize viewing from North Cruise Boulevard, South America Way, the Ground Transportation Area, or other public/passenger areas. Service pads for trash/recycling, or for other similar pads shall be located such to keep odors away from passenger and other public areas and graded to drain. Access to the pads shall not be from the GTA roadways.

5.20.3. The services pads shall be screened from view, and shall include a gate to enclose the areas, in accordance with local requirements. Screening shall consist of concrete block walls where visible by the public, chain link fences with slates, or wooden fence. Screening shall be not less than 8-feet tall.

5.21. UTILITIES SCREENING AND PLACEMENT

5.21.1. Utilities, including but not limited to, pipes, boxes, vaults and meters, backflow preventers, visible at the surface, shall be screened from public view to the extent possible, and located in the side/back or alleys and not along the front façade.

5.21.2. Sidewalks shall be clear of obstructions, such as sign poles, lamp posts and utilities. Any obstruction shall be located outside of the clear path of the sidewalk.

END OF PART 5 – SITE PROGRAMMING

PART 6. WATERFRONT IMPROVEMENTS

6.1. GENERAL

6.1.1. The Design-Builder shall design and construct a new bulkhead, mooring dolphin, and apron. The improvements shall extend from approximately the south end of the existing berth, near the Port Boulevard bridge, northward to provide a new 900± feet berth, inclusive of the mooring dolphin. See Attachment A8 and Reference R38 for Berth schematic drawings. The improvements shall include, but are not be limited to: bulkhead, mooring bollards, marine fenders, water stations, potable water main and service connections, storm water drainage and grading, fire hydrants, runways for the Passenger Boarding Bridges (PBB), apron, and access control. Demolition and removal of the existing bulkhead cap, fenders, mooring dolphin structures, water stations, and apron will be the responsibility of the D-Br. Dredging the berth and approach channel is also included.

6.1.2. Schematic Layouts are provided in the Attachments to indicate the layout controls and elements of work items. In general, the waterside face of the bulkhead cap is located 65-feet from the face of the cruise terminal building.

6.1.2.1. Typical and recommended details are included in the Reference Documents to clarify the intent of some work items. The D-Br is responsible for the final design of the details.

6.1.2.2. The Design-Builder is also referred to available Record Documents, References R30 and R31, of the existing bulkhead/wharf along with other relevant documents in the Reference Documents.

6.1.3. The D-Br shall note that the Schematic Layouts are intended to convey the intent of and support the Design Criteria Document. The D-Br is responsible for the final design, detailing, and permitting of the work with MDC.

6.2. PERMITTING, WATERFRONT

6.2.1. PortMiami has prepared and submitted environmental permit applications to the Miami-Dade County Department of Regulatory and Economic Resources (RER), to the Florida Environmental Protection (FDEP), and the United States Army Corps of Engineers (USACOE).

6.2.1.1. As of the date of this DCD, the environmental permits have not been issued. It is estimated that the permits will be issued not later than the first quarter of 2021, but such cannot be guaranteed. Upon receipt of the Permit, PortMiami will provide a copy to the D-Br for inclusion in the Contract Documents.

6.2.1.2. The Application is included in the Attachment Document (A9) for use and information.

6.2.1.2.1. The D-Br shall review and incorporate all conditions that are being proposed in the permit application as part of his work and bid.

6.2.1.2.2. Additional conditions imposed by the permit shall be coordinated with PortMiami and any additional compensation shall be negotiated with PortMiami.

6.2.2. The Permit Application includes the relocation of removal of exiting coral colonies from the face of the bulkhead and in the proposed dredge area. This work will be performed by others.

6.2.3. No dredging, bulkhead, or backfill work shall be planned or commenced until the Permit is received. The D-Br will be required to implement and follow all conditions of the Permit. A pre-construction conference with the agencies is required prior to the start of dredging operations.

6.2.3.1. Construction/building permits will not be issued until the following documents are received, signed and sealed by a Florida Registered Professional Engineer:

6.2.3.1.1. Final Construction Plans and Specifications, for all authorized work.

6.2.3.1.2. Description of the dredging and construction methods.

6.2.3.1.3. Anticipated disposal or reuse area.

6.2.3.1.4. Contractor's Environmental Protection Plan.

6.2.3.1.5. Schedule of the Work.

6.2.4. The D-Br shall prepare and implement a *Turbidity Management Plan* as described in the Permit Application and the Permit. The *Turbidity Management Plan* shall be submitted to PortMiami for review and approval prior to any implementation of the plan at the project site.

6.2.4.1. Double turbidity barriers (Type III) extending from the seabed to the surface shall be utilized. The barriers shall enclose the dredge area, bulkhead and backfill construction, sediment barges, sediment barges offload locations, and D-Br construction and material waterborne equipment.

6.2.4.2. The turbidity barriers/curtains shall be inspected before each shift, no less than daily, after all severe weather or tidal conditions, and after any marine traffic contact, for damage, leakage, and general condition. Any found damage or leakage shall be repaired before continuing dredging.

6.2.4.3. No less than weekly inspections and after severe weather events, as described in the Permit Application and Permit, shall be performed and a report of the finding documented and provided to PortMiami.

6.2.4.4. Turbidity monitoring shall be performed in accordance with the Permit Application and the Permit and reported to the FDEP and DERM RER as required (typically daily). Turbidity monitoring shall be performed by an independent third-party firm with the qualifications required for this kind of monitoring.

6.2.4.5. If turbidity levels are found to exceed the permitted allowance, work shall cease immediately and PortMiami, FDEP and RER promptly notified. Work shall not commence until the cause of the non-compliance is found and mitigated. Any fines imposed will be the sole responsibility of the D-Br at no cost to PortMiami. Dredging until turbidity levels meet or exceed the permitted allowance is not an approved mitigation strategy or option.

6.2.5. **Manatees, Sea Turtles, and Smalltooth Sawfish:**

6.2.5.1. The project site is located within an area designated by the Miami-Dade County Manatee Protection Plan as essential manatee habitat. The D-Br shall comply with the MDC DERM *Dade County Manatee Protection Plan*, Technical Report 95-5.

6.2.5.2. The D-Br shall comply with the U.S. Fish and Wildlife Services (USFWS) *Standard Manatee Conditions for In-water Work, USFWS 2011*.

6.2.5.3. The D-Br shall comply with the National Marine Fisheries Services (NMFS) *Sea Turtle and Smalltooth Sawfish Construction Conditions*, NMFS 2006.

6.2.5.4. The D-Br shall maintain a Manatee, Sea Turtle, and Smalltooth Sawfish watch and monitoring. All in-water operations, including vessels, shall be shut down if manatees, swimming sea turtles, or small tooth sawfish come within 50-feet of the operations.

6.2.6. The removed dredge material shall be disposed at the USACE upland disposal site as per the Permit and approved Dredge Material Disposal Plan. Dredge material that meets the requirement for backfill may be placed behind the new bulkhead.

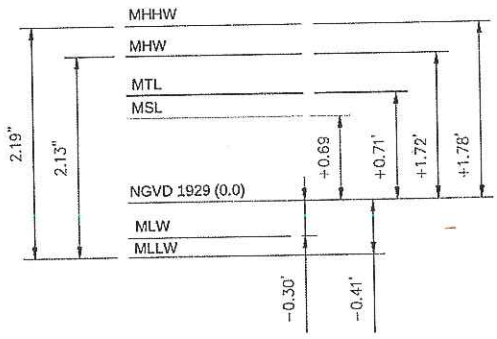
6.2.7. No blasting or explosives shall be allowed.

6.2.8. The D-Br shall submit a construction sequence and methodology, and dredge spoil handling and disposal plan which identifies both the temporary containment site and the final disposal area. The plan must identify where the spoil will be temporarily stored prior to disposal and details on how the containment area will be constructed.

6.3. ENVIRONMENTAL CONDITIONS

6.3.1. Tidal Range Elevations

	NGVD29
Mean Higher High Water (MHHW)	+1.78'
Mean High Water (MHW)	+1.72'
Mean Tide Level (MTL)	+0.71'
Mean Sea Level (MSL)	+0.69'
NGVD29 (Project Datum)	+0.00'
Mean Low Water (MLW)	(-)0.30'
Mean Lower Low Water (MLLW)	(-)0.41'



Source: Tidal elevations were obtained from National Oceanic and Atmospheric Administration (NOAA) Tide Station No. 8723214 located on the north shore of Virginia Key, Miami-Dade County, Florida, Epoch 1983-2001.

PortMiami operates a Tidal Station on Government Cut near the Pilots Station. The station is not an official NOAA facility, and as such the data cannot be confirmed. The use of the station by the D-Br is at his risk.

6.3.2. Flood Zones, FEMA Flood Insurance Rate Map (FIRM)

Dodge Island, Zone AE, Base Flood Elevation = +10' NGVD29

Reference FIRM Map 12086C0318L, September 2009

6.4. EXISTING CONDITIONS

6.4.1. The existing bulkhead condition, *Evaluation of Structural Conditions for the Port of Miami Bulkhead Walls*, January 2016, by Arcadis is provided in the Reference Document R31. Record Drawings of the Bulkhead are available for the D-Br's use, see Reference R30.

6.4.2. The Design-Builder shall field locate by exposing ALL elements of the existing structures and other features, including but not limited to bulkhead cap, bulkhead tie backs, bulkhead anchor wall, valve boxes, and manholes. Their location shall be surveyed and provided to PortMiami.

6.4.3. A copy of a field topographic and bathymetric surveys prepared by PortMiami is included in the References (R2 ad R3). The D-Br may use the survey at his risk and responsibility.

6.4.4. Existing Telephone, data, electrical, water, storm drainage, and other utilities that are to remain in place shall be located and protected in place.

6.4.5. Demolition and Removals: The D-Br shall completely remove the existing apron pavement, the upper portion of the existing bulkhead, the existing mooring bollards and fenders, and the existing mooring mono-piles and catwalks. See Part 4, *Site Preparation, Demolition, and Removals,* for additional demolition and removal requirements.

6.4.5.1. The existing above ground Ship's Water Filling Stations shall be removed completely. The existing underground water service lines shall be removed completely.

6.4.5.2. Existing electrical ship's service stations within the Limits of Work shall be removed completely.

6.4.5.3. The existing bulkhead tie rods and anchor walls may remain in place, provided they do not interfere with new construction.

6.4.5.4. The D-Br should make note that per the Record Drawings (Reference R30) a Steel Sheet Pile (SSP) bulkhead from prior work may have been left in place. It is estimated to be located approximately 110 feet from the face of the exist bulkhead cap. The wall may remain if it does not interfere with new construction.

6.4.5.5. The D-Br is responsible to maintain the structural capacity of the bulkhead during demolition and removal and during all phases of construction.

6.5. BULKHEAD AND APRON LOADS

6.5.1. The Bulkhead and apron shall be designed to support all applied loads, including but not limited to:

6.5.1.1. Soil backfill pressures.

6.5.1.2. Bulkhead and Apron self-weight dead loads.

6.5.1.3. Hydrostatic water pressure, including differential water level in backfill.

6.5.1.4. Water pressure from overtopping flood and waves.

6.5.1.4.1. Assume current FIRM Base Flood Elevation of +10, and future flood elevation due to potential sea level rise of +13.

6.5.1.5. Mooring Bollards line pull, at the bollard rated capacity in any direction.

6.5.1.6. Fenders reaction and shear forces, at maximum rated compression.

6.5.1.7. Seismic

6.5.1.8. Wind, 170 mph, 3-second gust

6.5.1.9. Current, 0.50 knots, ebb and flood

6.5.1.10. Waves

6.5.1.11. Uniform Live Load surcharge, no less than 1,000 psf, due to apron service vehicles and cargo operations.

6.5.1.12. Vehicle, Crane, Forklift, and Manlift loads:

6.5.1.12.1. AASHTO HL93 Truck with 15-percent impact.

6.5.1.12.2. Forklifts, 10,000-pound lift: reference Caterpillar Model DP 40K.

6.5.1.12.3. Manlift, 1,000-pound lift: reference JLG Industries Models 800A, 800S, and 800J.

6.5.1.12.4. Mobile Truck Crane, 100 mT (220,400-pounds) lift.

6.5.1.12.4.1. Rubber tire with outrigger pads

6.5.1.12.4.2. Located anywhere on the apron in any orientation.

6.5.1.12.4.3. Outrigger pads (3-feet by 3-feet) with timber cribbing may be assumed.

6.5.1.12.4.4. Reference Grove GMK6350 Mobile Crane, with counter weight and outrigger pads, with timber cribbing

6.5.2. Passenger Boarding Bridge: See section 6.10, *Passenger Boarding Bridge Runways*, for loading.

6.5.3. Short- and Long-Term Settlements, including differential settlements.

6.6. BULKHEAD IMPROVEMENTS:

6.6.1. The Design-Builder shall design and construct a new bulkhead as shown on the Schematic Drawings, Attachment A8 and Reference R38. The bulkhead shall be design for a Service Life of no less than 75-years.

6.6.2. The bulkhead shall be designed to support all applied loads. The bulkhead shall be analyzed for final and construction conditions. Lateral deflections shall be minimized during construction and in final configuration.

6.6.3. **Design Elevations:**

6.6.3.1. The top of bulkhead cap shall be level at Elevation +8.5 along the waterside face of the bulkhead cap. The top of the cap shall slope landward no less than ¾-inch and no more than 1½-inches.

6.6.3.2. The bulkhead system shall be designed and detailed to allow the top of cap to be raised no less than 2.50 feet (to Elevation +11.0).

6.6.3.3. The bottom of the concrete cap shall extend to no less than Elevation (-)2.50.

6.6.3.4. The bulkhead shall be designed for a water depth of no less than Elevation (-)43.0, allowing for over-dredge and scour.

6.6.4. **Design Details:**

6.6.4.1. The bulkhead may utilize or rely on the existing bulkhead, tie/anchor rods, or anchor wall in its design at the EOR's discretion.

6.6.4.2. If any element of the existing bulkhead is used in the new bulkhead, the D-Br shall demonstrate to the satisfaction of the Owner that the element has the assumed capacity and will provide the indicated design life. Inspection reports, material testing results, and other means shall be provided to support the design. The analysis shall be signed and sealed by a Florida registered Professional Engineer.

6.6.4.3. Where drainage outfall penetrates the bulkhead, provide a reinforced concrete surround / collar no less than 2-feet about the penetration.

6.6.5. The fender support/backing face shall be sized to accommodate the compressed size of the fender at any elevation due to water level changes and longitudinal movement.

6.6.6. **Mooring Bollards:** The Design-Builder shall provide no less than one (1) new 150 mTons (330 kips) capacity Tee or Horn Bollard and five (5) 100 mTons (202 kips) (each barrel) capacity Double Bitt mooring bollards along/atop the bulkhead (cap) as indicated on the Schematic Drawings.

6.6.6.1. The bollards shall be placed within a raised non-structural concrete curb atop the bulkhead cap. The top of curb shall be at Elevation +9.00.

6.6.6.1.1. Paint top and sides of curb, color Red.

6.6.6.2. The bollard base plate shall be recessed such that the bottom of the bollard base plate is no less than 1-inch and no more than 3-inches, or thickness of base whichever is less, below the top of the curb. Provide a compressible joint filler and sealant about the perimeter of the bollard.

6.6.6.3. The concrete curb shall not be considered in the structural analysis for the bollard anchor bolts embedment and confinement.

6.6.6.4. The design and details shall account for the future raising of the bulkhead cap as noted above.

6.6.7. **Fenders:** The Design-Builder shall provide a total of eleven (11) new marine foam filled fenders systems along the bulkhead as indicated on the Schematic Drawings. Two (2) fenders systems shall be spares and delivered to PortMiami for storage.

6.6.8. **Removable Curbs:** Provide PortMiami Standard removable steel pipe curbs along the length of the bulkhead cap.

6.6.9. **Connection to Existing Bulkhead:**

6.6.9.1. The new bulkhead is indicated to join to the existing bulkhead at two (2) locations. The D-Br shall develop details and construct the interface/joint in a manner to result in a seamless transition between the existing and new bulkheads.

6.6.9.1.1. The interface shall not allow backfill material to "escape" through the joint. The use of closure plates, cast-in-place concrete seals, and/or non-shrink grout should be considered to seal the joint and provide continuity.

6.6.9.1.2. The new concrete cap shall be positively connected to the existing cap to maintain alignment.

6.6.10. **Construction:** During the installation of the bulkhead the D-Br may encounter very hard bottom materials (i.e. dense bedrock). If approved by the Engineer the D-Br may pre-drill the bay bottom in a trench like fashion to fracture the hard materials thereby, allowing sheet piles (if utilized) to be installed without sustaining structural damage. The pre-drilling shall be limited to no less than one (1) foot above the specified pile tip elevation.

6.6.10.1. Pre-drilling to install piles will be allowed upon approval of the D-Br's Engineer.

6.6.10.2. No explosives for blasting of any kind would be allowed.

6.6.10.3. Backfill behind the bulkhead shall be accomplished by placing the material in place. Dumping will not be allowed. The backfill shall be placed in uniform layers and compacted as specified by the Engineer. Vibro-probe or other method is recommended for backfill placed below the water level.

6.6.10.4. The D-Br shall coordinate the construction of the bulkhead system with the construction of the terminal and other elements of the Project. The D-Br shall note that due to the permitting schedule of the waterfront work, the D-Br may need to begin construction of the new terminal construction prior to the receipt of the waterfront improvements permit or final design and construction of such. If this is necessary based on the Design-Builder's schedule, the Design-Builder shall be responsible to design and construct the terminal components to address this condition.

6.6.10.4.1. The existing bulkhead wall system shall be reviewed for loads imposed by the new terminal structure on to the bulkhead. The D-Br is responsible to maintain the structural integrity and stability of the existing bulkhead system until the new bulkhead is constructed and accepted.

6.6.10.4.2. See Reference R38 for a representation of the new terminal in relationship to the existing bulkhead.

6.7. APRON IMPROVEMENTS

6.7.1. The D-Br shall design and construct apron pavement in accordance with PortMiami *Design Guidelines and Standards* and FDOT *Standard Specifications for Road and Bridge Construction*, designed to service the loads noted above.

6.7.2. The apron may be constructed of Asphaltic Concrete or Reinforced Cast-in-Place Concrete over an aggregate base. The apron within the limits of the Passenger Boarding Bridge shall be constructed cast-in-place reinforced concrete.

6.7.2.1. **Asphaltic Concrete (AC):** Shall be no less than 6-inches of AC over 16-inch aggregate base, with a geotextile placed at mid-depth of the base material. Place the AC in no less than two (2) lifts. The AC section shall be designed to resist rutting and compression from Port operations (trucks, forklifts, cargo).

6.7.2.2. **Reinforced Cast-in-Place Concrete (RCCP):** Shall be no less than 10-inches thick over 4-inch aggregate base course. Reinforcing steel shall be placed in the top and bottom of the slab, both ways. The surface shall have a heavy broom finish applied. Provide control and expansion joints to eliminate cracking.

6.7.2.2.1. The PBB runways shall be integrated into the slab and not comprised of a separate structure. See Section 6.10, *Passenger Board Bridge (PBB) Runways*, for more information on location of the PBB runways.

6.7.3. The top surface of the pavement shall match the top of the bulkhead cap. Where RCCP is placed, provide a positive vertical connection between the bulkhead cap and the apron to maintain the surface match. Provide joint filler and sealant between the apron and the bulkhead cap.

6.7.4. Top of apron pavement at the face of the Cruise Terminal shall be level and no less than Elevation +9.0, no less than Elevation +8.75 as the edge of the elevated walkway.

6.7.5. The apron shall provide positive drainage away from the bulkhead and terminal structures. The apron grading shall not allow storm water to flow over the bulkhead cap into the channel/bay.

6.7.6. The apron shall slope no less than 0.75-percent and no more than 3-percent between the bulkhead and the terminal. The apron may slope no more than 1-percent parallel to the bulkhead/terminal.

6.7.7. The tops of covers/lids of existing utilities to remain shall be adjusted to the finished grade and conform to finished cross slope and grade.

6.7.8. Existing manholes, valve boxes, handholes, covers and lids that do not meet aircraft rating shall be removed and replaced with aircraft rated structures.

6.7.9. The apron shall transition to the elevations of the existing Cruise Terminal G apron to remain. The transition slope shall not exceed 2.5-percent. The edge of the existing apron shall be prepared by the use of a full or partial depth sawcut.

6.8. MOORING DOLPHIN IMPROVEMENTS

6.8.1. The Design-Builder shall provide a single bollard and a multiple bollard mooring dolphin located offshore north of the end of the bulkhead as shown on the Schematic Drawings.

6.8.2. Dolphin No. 1 shall consist of three (3) single bitt bollards. The concrete cap for Dolphin No. 1 shall not extend more than 150 feet from the face of the existing Cruise Terminal G face of bulkhead cap, as shown on the Schematic Drawings.

6.8.3. Dolphin No. 2 shall consist of one (1) single bitt bollard, and shall be located approximately half-way between the bulkhead face and Dolphin No. 1.

6.8.4. The dolphins shall be design for a Service Life of no less than 75-years.

6.8.5. Design Elevations:

6.8.5.1. The top of dolphin caps shall be at Elevation +12.0 at the bollards.

6.8.5.2. The dolphin shall be designed for a water depth of no less than Elevation (-)45.0, allowing for over-dredge and scour.

6.8.6. **Design Details:**

6.8.6.1.

6.8.6.2. The dolphins shall be design assuming a water depth/bottom no less than El. (-45).

6.8.6.3. The piles shall not extend beyond the cap edge in the direction of the channel.

6.8.6.4. Piles may extend beyond the cap edge no more than 10-feet at the dredge design water depth in the general east and west direction. In no case shall piles extend beyond the extended CT H berth line at El. (-)40.

6.8.6.5. Chamfer or round all exposed concrete corners no less than 3-inches by 3-inches.

6.8.6.6. Slope the top of the cap no less than 1-inch and no more than 2-inches toward the perimeter for drainage.

6.8.6.7. Provide a heavy broom finish on the top of the cap.

6.8.6.8. Provide lighting for safe operation during nighttime and low light operations.

6.8.7. **Life Safety:** On Dolphin No 1 provide a weather resistant cabinet with U.S. Coast Guard approve rescue equipment, including a life ring with rope, access ladder, fire extinguisher, and first aid kit.

6.8.8. **Fall Protection:** Provide 42-inch high guardrail about the perimeter of the dolphins. Coordinate the limits of the guard rail with PortMiami to not interfere with mooring lines.

6.8.9. **Marine Lantern:** Provide a self-contained solar powered LED Marine Light at the far end of the Dolphin No. 1 and on the west side of Dolphin No. 2. The Lanterns shall have no less than a 3-nautical mile range, Color as required by PortMiami, GPS synchronized flash. Include a bird deterrent. Model M850-96EGPS by Sabik, a Carmanah Company shall serve as the basis of design for the lantern.

6.8.10. **Mooring Bollards:** The Design-Builder shall provide new 200 mTons (440 kips) capacity mooring bollards on the dolphins. The location of the bollards shall be as indicated on the Schematic Drawings, Attachment A8 and Reference R38.

6.8.10.1. The bollards shall be placed on 6-inch raised concrete curb atop the bulkhead cap. Paint, color Red, top and sides of curb.

6.8.10.2. The concrete curb shall not be considered in the structural analysis for the bollard anchor bolts embedment and confinement.

6.8.10.3. The bollard base plate shall be recessed such that the bottom of the bollard base plate is no less than 1-inch and no more than 3-inches, or thickness of base whichever is less, below the topo of the curb. Provide a compressible joint filler and sealant about the perimeter of the bollard.

6.8.10.4. The concrete curb shall not be considered in the structural analysis for the bollard anchor bolts embedment and confinement.

6.8.11. **Protective Fenders:** The Design-Builder shall provide no less than two (2) horizontal rows of a 12-inch (300 mm) high rubber arch fenders with UHMW face pads about the face of the cap on Dolphin No. 1. Fenders are not required on the catwalk side.

6.8.11.1. Provide two (2) single piece corner 300 mm x 625 mm arch fenders with UHMW face pads at each of the channel side corners of the dolphin.

6.8.12. **Access Catwalk:** The D-Br shall provide an aluminum truss type catwalk to connect the bulkhead and the mooring dolphins. The catwalk shall be designed in accordance with the Florida Building Code based on:

6.8.12.1. Live load: 50 psf minimum

6.8.12.2. Wind speed: 170 mph, 3-second gust, applied to the full vertical projected area of the catwalk as if enclosed.

6.8.12.3. Maximum deflection: $\ell/360$ vertical, $\ell/500$ horizontal, where "ℓ" is the span length.

6.8.12.4. Operating Temperature Range: 0°F to 110°F

6.8.12.5. Catwalk shall be fabricated from structural aluminum conforming to 6061-T6, suitable for saltwater marine environment. All fasteners and anchor bolts shall be stainless steel Type 304 or 316.

6.8.12.6. Decking shall consist of pultruded fiberglass non-skid decking with openings no more than ½-inch, Yellow in color.

6.8.12.7. Clear width between hand rails shall be no less than 3'-0". Provide slip resistant fiber glass decking, connected to the structure with stainless steel clips.

6.8.12.8. Handrails and guardrails shall have a two-coat (primer and top coat) paint applied. Top coat shall be Day Glow Yellow color.

6.8.12.9. Camber catwalk to offset dead load deflection.

6.8.12.10. Fabricate catwalk in one continuous length per span.

6.8.12.11. No portion of the catwalk shall be allowed below elevation +7.0.

6.8.12.12. Provide lighting along the full length of the catwalks and on each Dolphin for safe nighttime and low light operations and for navigation warning in accordance with USCG requirements.

6.9. HIGH WIND / STORM MOORING BOLLARDS

6.9.1. **Cruise Terminal H Bollards:** The Design-Builder shall provide six (6) new 200 mTons (440 kips) capacity single bitt with double horns High Wind mooring bollards behind the Cruise Terminal H bulkhead cap, three (3) at the southern end and three (3) at the northern end of the bulkhead as shown on the Schematic Drawings.

6.9.2. **Cruise Terminal G Bollards:** Provide four (4) new 150 mTons (330 kips) capacity single bitt with double horns High Wind mooring bollards behind the bulkhead cap of Cruise Terminal G, located as shown on the Schematic Drawings.

6.9.2.1. Remove and replace one (1) existing 100 mTon bollard, located near the western end of the CT G bulkhead, with a new 150 mT bollard. The D-Br may utilize the existing foundation and cap if he determines by analysis that such is capable of resisting the new load.

6.9.3. Each bollard shall be placed on a foundation independent of the bulkhead.

6.9.4. The Top of the bollard foundation/pedestal along the new CT H berth shall be set at El. +12.00. The top of the new CT-G bollard caps shall be set to match the adjacent existing bollards.

6.9.4.1. The bollards shall be placed within a 4 to 6-inch high raised non-structural concrete curb atop the bulkhead cap. Paint, color Red, top and sides of curb.

6.9.5. Paint, color Red, top and sides of curb.

6.9.6. The concrete curb shall not be considered in the structural analysis for the bollard anchor bolts embedment and confinement.

6.9.7. The bollard base plate shall be recessed such that the bottom of the bollard base plate is no less than 1-inch and no more than 3-inches, or thickness of base whichever is less below the top of curb. Provide a compressible joint filler and sealant about the perimeter of the bollard.

6.9.8. The concrete curb shall not be considered in the structural analysis for the bollard anchor bolts embedment and confinement.

6.10. PASSENGER BOARDING BRIDGE (PBB) RUNWAYS

6.10.1. PortMiami intends to provide one (1) new Passenger Boarding Bridges (PBB). The PBBs are expected to require two (2) parallel concrete runways. The Design-Builder shall coordinate with PortMiami in determining the location, elevations, and limits of the PBB runways. The Design-Builder shall be responsible for the design and construction of the runways.

6.10.1.1. The PBB runways are to be parallel with the centerline of the runways estimated to be located 17' 0" and 48' 0" from the waterside face of the bulkhead cap.

6.10.1.2. The PBB runways are estimated to be 400 feet long.

6.10.2. The preliminary location/limits of the runways (and integrated concrete apron) are show in the References (R33). The final PBB loads, runway locations and offsets, tie down locations, and PBB delivery schedule will be provided to the D-Br after the procurement and design of the PBB.

6.10.2.1. The Design-Builder may assume the PBB design loads noted below in the development of their Proposal. The actual loads will be provided upon procurement of the PBB by PortMiami and the design completed by the supplier. The loads may be applied along any point along the length of each runway, wherever creates the maximum stresses. Note that the loads indicated are per double wheel, single axle bogy. Some support points have two (2) bogies/axles mounted on a transfer beam. Also note that some PBB manufacturers and configuration utilize "Jacks" in addition to or in lieu of the bogies under certain loading conditions. See Reference R32 for an illustration of a PBB used elsewhere on the Port as an example of its configuration. The final, procured PBB may or may not be of a similar arrangement and the D-Br shall not rely on it for final design.

6.10.2.1.1. Bogy or Jack Load, maximum

6.10.2.1.1.1. Dead: 61.5 kips

6.10.2.1.1.2. Live: 33.5 kips

6.10.2.1.1.3. Wind, Operational (50 mph): 15 kips

6.10.2.1.1.4. Wind, Stowed (170 mph): 75 kips

6.10.2.1.2. Load Combinations, Allowable Stress:

6.10.2.1.2.1. Dead + Live: 90 kips

6.10.2.1.2.2. Dead + 0.60 Wind, Operational: 60 kips

6.10.2.1.2.3. Dead + 0.75 Wind, Stowed: 70 kips

6.10.2.1.2.4. 0.60 Dead + 0.60 Wind, Stowed: 95 kips

6.10.2.1.2.5. Tie Down, (0.60 Dead + 0.60 Wind, Stowed)

6.10.2.1.2.5.1. Uplift: 75 kips

6.10.2.1.2.5.2. Horizontal, parallel to runway: 15 kips

6.10.2.1.2.5.3. Horizontal, perpendicular to runway: 30 kips

6.10.3. The PBB runways shall be integral with the concrete apron. A separate foundation system will not be acceptable. Each runway shall be no less than 8 feet wide.

6.10.4. The D-Br shall provide up to ten (10) storm/wind tie downs per PBB. The location of the tie downs shall be provided to the D-Br by PortMiami after the completion of the PBB design. The storm tie downs shall be installed flush with the top of apron pavement when not in use.

6.10.4.1. Each tie down shall be capable of resisting the loads indicated above, unless revised by PortMiami upon procurement of the PBBs.

6.10.4.2. The tie downs shall be integrated with the runways and apron slab. See Waterfront Schematic Drawings for typical tie down details.

6.10.4.3. Tie down hand holes shall include a solid cover plate/lid, rated for Airport loading. Provide means for positive drainage of the hand hole.

6.10.4.4. Cover plate shall be coated with a non-slip epoxy coating (*Traction Progrip 900 by Superior Industries or equivalent*), Red in color.

6.10.4.5. Provide removable pipe bollards inserts along the inside face for the full length of each runway to protect the drive and support bogies of the PBB. Provide six (6) bollards for each of the eight (8) bogy points. See PortMiami Standard Detail.

6.11. MATERIALS REQUIREMENTS

6.11.1. Steel Piles and Steel Sheet Piles:

6.11.1.1. Steel piles shall conform to ASTM A252, Grade 50.

6.11.1.2. Steel sheet piles (SSP) shall conform to ASTM A572, Grade 50, hot rolled.

6.11.2. Structural Steel:

6.11.2.1. Structural steel shapes shall conform to ASTM A992, Grade 50, with a minimum yield stress of 50,000 psi.

6.11.2.2. Miscellaneous steel shall be in conformance to ASTM A36, minimum.

6.11.2.3. All exposed steel shall be hot-dipped galvanized conforming to ASTM A123.

6.11.2.4. Welding shall conform to AWS D1.1. All shop and field welding shall be performed only by approved certified welders. All welded connections shall be pre-qualified.

6.11.2.4.1. All field welds shall be 100-percent visually inspected, and no less than 50-percent shall include Non-Destructed Testing (NDT) appropriate to the weld type, location, and stresses.

6.11.3. Reinforced Concrete:

6.11.3.1. Concrete shall comply with ACI 318, *Building Code Requirements for Structural Concrete*, and ACI-301, *Specifications for Structural Concrete*.

6.11.3.2. The concrete mix design shall be developed to provide durability resistance to impact and fluid penetration per ACI 318. The concrete shall be designed for no less than Exposure Category F3S1P2C2 for the project's service life. The use of fly ash, slag cement, silica fume, corrosion inhibitor admixture, increased reinforcement cover, and other means to meet the durability shall be included in the mix design. Include shrinkage compensating admixture in the concrete mix to control drying shrinkage.

6.11.3.2.1. Minimum compressive strength of concrete at 28 days shall be no less than 5,000 psi.

6.11.3.3. Provide a clear cover no less than 3 inches to reinforcing steel for faces exposed to weather, water, or soil.

6.11.3.4. Chamfer all exposed corners no less than 1½" x 1½".

6.11.3.4.1. Chamfer all exposed concrete corners of the Mooring Dolphin Cap and High Wind Moorings Caps no less than 3-inches by 3-inches.

6.11.3.4.2. The bulkhead cap edge along the apron may be chamfered at ¾-inch by ¾-inch.

6.11.3.5. Provide a concrete placing sequence for the apron and bulkhead cap to minimize drying shrinkage cracks and stresses. Place crack control and expansion joints as required to control cracking of the slab and bulkhead cap..

6.11.4. Repair all cracks 0.10-inch wide or larger. Submit repair method to PortMiami for approval.

6.11.4.1. **Reinforcing steel** shall be new plain deformed billet steel conforming to:

6.11.4.1.1. ASTM A615, Grade 60, deformed (fy = 60,000 psi)

6.11.4.1.2. ASTM A706, Grade 60, if noted as weldable.

6.11.4.2. The use of galvanized or plain steel, plastic tipped supports for reinforcement shall not be used for exposed concrete faces.

6.11.4.3. **Tie/Anchor Rods:** Shall conform to ASTM A615, Grade 75 (minimum).

6.11.5. **Corrosion Protection:** All steel structural members exposed to seawater and soil shall be coated with no less than 1-coat inorganic zinc primer and 2-coats of coal tar epoxy (total DFT no less than 16 mils), or an equivalent corrosion protection system.

6.11.5.1. Coating on the bulkhead wall shall be applied to side exposed to water and soil from the top to no less than 5-feet below the design depth. A cathodic protection system will not be acceptable. The inside of pipe piles are not required to be coated, provided that any annulus is filled with lean concrete or sand. Damaged coatings shall be repaired per manufacturer's recommendations.

6.11.5.2. Bulkhead and bollard tie/anchor rods, including turnbuckles, couplers, and other fittings, shall be provided with a double corrosion protections system, consisting of a factory applied epoxy coating and a field applied post installation wrap. At the option of the D-Br and with approval from PortMiami, the tie/anchor rods and fittings may be installed without the wrap provided the section properties are increased for loss of material due to corrosion as described below.

6.11.5.3. Steel bulkhead anchor walls and walers shall be have the same coating system applied to the structural steel members indicated above. Coating shall be applied to all exposed surfaces, even if the section is proposed to be embedded in concrete.

6.11.5.4. Provide a seal coat all exposed concrete of the bulkhead cap, mooring dolphin cap, water stations, and mooring bollards (curbs). The sealant shall be applied to the face, bottom/underside of bulkhead and bollard cap.

6.11.5.4.1. The sealant shall consist of a high molecular weight methacrylate (HMWM) sealer complying with FDOT *Standard Specifications for Road and Bridge Construction.*

Apply a non-skid texturing (sand) to the coating on the top surface of bulkhead and mooring dolphin cap.

6.11.5.4.2. A water-resistant crystalline admixture may be used in lieu of the sealant if approved by PortMiami.

6.11.6. **Section Loss due to Corrosion:** Material loss due to environmental exposure to salt water and saturated soils shall be considered in the determination section properties of the structural member. The loss shall be determined for a period no less than project's services life or 75-years whichever is greater. Any corrosion protection system/coating shall not be considered in the determination of material and section loss. Steel structural sections shall account for the loss of material due to corrosion in their strength analysis. Reduced corrosion rates may be considered by PortMiami if corrosion resistant steel is utilized. Sections encased by low permeability concrete not less than 12-inches thick are not required to account for corrosion loss.

6.11.6.1. The corrosion rate shall be no less than:

6.11.6.1.1. Bulkhead Wall, Exposed, Waterside:

6.11.6.1.1.1. Zone of High Attack: 4 mils/year, Top to El. (-)2

6.11.6.1.1.2. Submerged Zone: 2 mils/year, to no less than 3-feet below design depth

6.11.6.1.2. Bulkhead Wall, Soil: 0.9 mils/year

6.11.6.1.3. Anchor Wall: 0.9 mils/year

6.11.6.1.4. Waler: 0.9 mils/year

6.11.6.1.5. Tie/Anchor Rods: 0.9 mils/year

6.12. PAVEMENT MARKINGS AND STRIPING:

6.12.1. Provide the following pavement markings and striping on the bulkhead, mooring dolphin, and apron. The markings and striping shall conform with the FDOT *Roadway and Traffic Design Standards*, and PortMiami *Wayfinding and Signage Standards*.

6.12.1.1. Painted pavement markings/striping shall consist of durable paint and glass spheres per FDOT Section 710.

6.12.1.2. Thermoplastic Markings shall consist be High Friction Thermoplastic with Glass Spheres per FDOT Section 711.

6.12.2. **Bulkhead Cap:** Continuous Along landside edge of bulkhead concrete cap;

6.12.2.1. Solid, 12-inch, Yellow.

6.12.3. **Water Filling Stations:** In front of all water stations;

6.12.3.1. Solid, 6-inch, Blue, Paint.

6.12.4. **Berthing Bays:** Provide bay numbers along the berth length. Each bay is 120-feet long. Mark the ¼, ½, and ¾ positions.

6.12.4.1. Solid, 18-inch long, 6" Black, Paint

6.12.4.2. Text, 12-inch high, Black, Paint

6.12.5. **Terminal Buffer Zone:** Along the cruise terminal building buffer zone;

6.12.5.1. Solid, 6-inch, Yellow, Paint.

6.12.5.2. Diagonal chevrons, 6-inches, 24-inch on-center, Yellow, Paint

6.12.5.3. "KEEP CLEAR" text, 12-inch high, Yellow, Thermoplastic.

6.12.6. **Fire Hydrants and Backflow Preventers:** About fire hydrants and other back of house equipment;

6.12.7. Solid, 8-inch, Red, Paint.

6.12.8. **Terminal Egress Doors:** On both sides and waterside face;

6.12.8.1. Perimeter, Solid, 6-inch, Yellow, Paint.

6.12.8.2. Interior, Solid 4-inch diagonal Chevrons, Yellow, Paint.

6.12.8.3. "KEEP CLEAR" text, 12-inch high, Yellow, Thermoplastic.

6.12.9. **Cruise Terminal G provisioning access lanes;**

6.12.9.1. Solid, outside lane limits, 6-inch, Yellow, Paint.

6.12.9.2. Skip, centerline, 4-inch, White, Paint.

6.12.9.3. Provide Directional arrows, each way, White, 150-feet on center, Thermoplastic.

6.12.9.4. Provide Stop Bar, 12-inch, White, at ends of lanes, Thermoplastic.

6.12.9.5. Provide "STOP" text, White, at stop bar, Thermoplastic.

6.12.10. PBB Runways;

6.12.10.1. Solid, 12-inch, Yellow, along Centerline of each runway, Paint.

6.12.11. Building Egress Area of Refuge;

6.12.11.1. Solid, 6-inch, Red, Paint.

6.12.11.2. "AREA OF REFUGE / KEEP CLEAR" text, 12-inch high, Red, each side of area, Thermoplastic.

6.12.12. CBP Parking;

6.12.12.1. Provide no less than two (2) 9-foot by 18-foot parking spaces outside the CBP waterside access door. Provide an additional two (2) 9-foot by 18-foot parking spaces at the locations indicated on the Schematic Drawings.

6.12.12.2. Indicate spaces with solid, 4-inch, Yellow striping, Paint.

6.12.12.3. Include marking "CBP PARKING. KEEP CLEAR", text, 12" high, Yellow, in each space, Thermoplastic.

6.13. STORM WATER MANAGEMENT

6.13.1. Storm water management facilities shall be designed and constructed in accordance with applicable regulations of the Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD), and Miami-Dade County Department of Environmental Resources Management (DERM).

6.13.2. All required Environmental Permits from the Florida Department of Environmental Protection (FDEP), Miami-Dade County, and all other applicable regulatory agencies shall be the responsibility of the D-Br and shall be coordinated through PortMiami's Environmental Manager.

6.13.2.1. The D-Br shall permit the storm water management system as an independent drainage system that will direct emergency storm water overflow into the existing PortMiami system/outfalls.

6.13.3. Biscayne Bay is classified as an Outstanding Florida Water (62-302.700 F.A.C.) by the FDEP, therefore there are additional water quality treatment requirements. The D-Br shall implement storm water management facilities capable of providing all applicable water quality treatment.

6.13.4. Provide a storm water collection system to meet the level of service (LOS) criteria for the proposed Site; as required by PortMiami and defined by all regulatory agencies having jurisdiction. The minimum LOS criteria for drainage systems shall be that no staging of storm water within apron areas shall occur for storm events up to and including the 5-year, 24-hour design storm event (as defined by the SFWMD), or the 10-year, 24-hour storm event (as defined by FDOT), whichever is greater, and in accordance with the criteria defined by all regulatory agencies having jurisdiction.

6.13.5. The D-Br shall design for the site storm water and tidal conditions, projections of potential increases in sea levels, potential ranges of effects on the storm water management system.

6.13.6. The proposed storm water collection system for the apron shall be designed to accept runoff from associated building and canopy structures and building mechanical condensate.

6.13.7. The existing storm water collection system(s) at PortMiami includes a network of inlets and storm sewers that convey storm water runoff to a combination of exfiltration trenches, drainage wells (deep wells).

6.13.7.1. Existing surface water outfalls are regulated by control structures with internal weirs that retain a portion of the runoff on-site for treatment. The D-Br shall be responsible for modifications to the existing storm water collection system as required to meet the level of service (LOS) criteria for the proposed Site, including removal, relocation and/or adjustment.

6.13.7.2. The D/B's work shall not interfere with existing PortMiami operations, and all work shall be coordinated with the existing and/or proposed drainage plans of PortMiami.

6.13.7.3. The D-Br shall design and permit the storm water management system as an independent drainage system that will direct emergency storm water overflow only into the existing PortMiami system/outfalls.

6.13.8. The Design-Builder shall not remove or take out of service the existing storm water outfall pipes at any time. The existing storm drainage outlets shall be extended to the new bulkhead. No additional drainage outlets will be permitted. The proposed storm water management system shall not increase the storm water flow to any existing outfall.

6.13.8.1. The D-Br shall provide an oil/trash/debris/water separator in the outfall line before the discharge point. The separator shall be located downstream of the inlets.

6.13.8.2. If the D-Br proposes to construct structures over the existing outfall or other drainage pipes to remain, the portion of the existing pipe that is located underneath the structure shall be re-routed to avoid the conflict.

6.13.9. The design and materials of construction of storm water drainage utilities shall be in accordance with PortMiami *Design Guidelines and Standards*, and FDOT *Standard Specifications for Road and Bridge Construction*. In case of conflict between requirements the standards imposing the more stringent conditions on the D-Br shall take precedence. Materials, equipment and construction methods used shall meet applicable standards for its respective use.

6.13.10. Drainage structures, trench drains, grates, covers, and frames located in the apron shall be Airport Load Rated, meeting or exceeding the loading requirements listed in FAA advisory circulars AC 150/5320-6F Appendix B. Design drawings shall include annotation stating the load rating of all structures, frames, and covers. Lids, covers, and grates shall be secured to the frame.

6.13.11. Do not locate drainage structures in the PBB runways, along the Cruise Terminal G provisioning access lanes, or within 10 feet of the face of the terminal.

6.13.12. The top of grates for trench drains and inlets shall be placed no higher than Elevation +8.0.

6.13.13. Design-Builder shall provide the approved final grading and elevations for use by the PBB supplier not later than 45-days after Notice to Proceed.

6.14. WATER SERVICE

6.14.1. Potable Water Main Replacement: The existing water distribution main along the apron shall be replaced with a new water distribution main. See Part 5, *Site Programing*, for information on new Potable and Fire Water service.

6.14.1.1. The water mains installed on the waterfront shall not be located under the Cruise Terminal, Passenger Boarding Bridge runways (except to cross), or other permanent structures along the waterfront.

6.14.1.2. Cover plates for hand holes and valves shall be coated with a non-slip epoxy coating (*Traction Progrip 900 by Superior Industries or equivalent*), Blue in color.

6.14.2. Potable Water Filling Stations for Ship Service: Provide three (3) new Potable Ship Services Water Filling Stations shall be constructed along the berth at the locations indicated on the Schematic Drawings.

6.14.2.1. The new Water Stations, valves, meters, and appurtenances shall be constructed in accordance with PortMiami *Design Guidelines and Standards* and the PortMiami *Standard Detail*, with the following modifications:

6.14.2.1.1. The service connection from the water main to the Water Station shall be an 8-inch DIP line.

6.14.2.2. Provide a gate valve in a valve box with cover at each service connection from the water main at each Water Station.

6.14.2.3. Provide a meter and backflow preventer (BFP) for each water filling station. Locate the BFP near the terminal, out of the flow of terminal and apron operations.

6.14.3. **Waterfront Fire Suppression Hydrants:** Provide a new fire suppression water main, separate from the potable water main, along the berth. See Part 5, *Site Programing*, for information on new Potable and Fire Water service. Provide the appropriate number of Miami-Dade standard fire suppression hydrants along the apron for protection of the waterfront in accordance with the Miami-Dade Fire Department (MDFD) and the NFP Code.

6.14.3.1. Hydrants located adjacent to the terminal shall not extend beyond the face of cruise terminal exterior more than 5 feet and shall be protected from vehicle impact by a raised concrete platform, no less than 8-inch high, and concrete filled 8-inch diameter by 36-inch high pipe bollards. Platform and bollards shall be painted Red in color.

6.14.3.2. No hydrant connections to the potable water main lines shall be allowed.

6.14.4. **Fire Extinguishers:** Provide portable fire extinguishers, in cabinets, that meet the requirements of MDFD and NFPA 10.

6.15. ELECTRICAL SERVICE STATIONS

6.15.1. No electrical ship's service stations are required.

6.16. BUNKERING FUEL PIPE LINES

6.16.1. No bunkering fuel pipe lines or service stations are required.

6.17. APRON / BERTH LIGHTING

6.17.1. The Design-Builder shall provide adequate operational and security lighting of the full width and length of the waterfront apron for all day and nighttime lighting conditions, including low light daytime periods. Dark or blind spots will not be acceptable. Lighting shall be provided dusk to dawn and during all low light daytime operations and for security.

6.17.2. **Operational lighting** shall provide no less than 5-foot-candles average, 3-foot-candle minimum, illumination measured 3-feet above the apron surface.

6.17.3. **Security lighting** shall provide throughout the site, at no less than 1-foot-candle illumination measured on the apron surface, at any location.

6.17.4. Uniformity levels shall be such to minimize rapid changes, shadows, and other aspects that may affect terminal operations.

6.17.5. Lighting levels shall be established via a photometric analysis. The D-Br shall provide a copy of the Photometric analysis used for design, and a post construction map of actual lighting measurements. Analysis shall be based on a gird not greater than 10 feet by 10 feet, and field measurement grid not less than 20 feet by 20 feet.

6.17.6. Lighting design shall minimize glare on site and beyond project boundaries. The lighting design shall not affect the nearby roadways, maritime operations, cargo or cruise operations.

6.17.7. Lighting shall be provided using low energy, long life, low maintenance Light Emitting Diodes (LED) luminaires and Drivers, suitable for use in marine environments.

6.17.8. Lighting should be separated by zones within the site. Lighting zones may overlap. All lighting should be photo electric controlled with a manual override.

6.17.9. Luminaires shall be provided with a 5-year manufacturer's warranty covering replacement and repair of LEDs, drivers, and finish as noted.

6.17.10. Lighting shall be mounted on the Terminal building, no less than 20-feet above the apron surface. Use of light poles along the waterfront will not be acceptable.

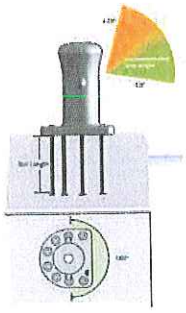
6.18. MOORING BOLLARDS

6.18.1. The D-Br shall provide complete bollard systems, inclusive of bollard, anchor bolts, and foundations of the size and at the locations indicated.

6.18.2. Bollards shall be fabricated from cast steel, heat treated and mechanically tested, conforming to ASTM A27, Grade 65-35 or better.

6.18.3. Anchor bolts shall conform to ASTM F1554, Grade 105.

6.18.4. Hardware, bolts, nuts, and washers, shall be hot dipped galvanized. Internal threads may be bare steel.



6.18.5. The bollard's rated pull capacity shall include all combinations of vertical and horizontal angles listed below:

6.18.5.1. Vertical line angles between 0 and 60 degrees, when measured from the horizontal.

6.18.5.2. Horizontal line angles between 0 to 180 degrees, when measured parallel to the dock face.

6.18.6. The bollard's supporting foundations shall resist the full rated capacity at the line angles indicated.

6.18.7. The capacity of the bollard shall be demonstrated by test or calculations.

6.18.7.1. The bollards rated load capacity shall have a Factor of Safety at yielding of no less than 3, and at breakage of no less than 4, combined flexure and shear.

6.18.7.2. The anchor bolts shall have a Factor of safety at yielding of no less than 2, combined tension and shear.

6.18.8. All anchor bolt sockets shall be covered with pourable, self-leveling elastomeric sealant, appropriate for the environment, with good adhesion to steel.

6.18.9. Non-shrink grout shall be installed under the bollard with a head box on one side of the bollard and grout flowing under the bollard.

6.18.10. The effect of the bollard load on the surrounding soil and the bulkhead shall be evaluated by the D-Br. The D-Br will be responsible for any required strengthening or modifications to the bulkhead due to the bollards.

6.18.11. **Bollards** shall be coated with a three-coat epoxy marine coating system provided by Carboline, or approved equivalent. Prepare surfaces as recommended by the coating manufacture. Primer coat shall be applied in the factory prior to delivery.

6.18.11.1. Primer coat: Carbozinc 11, minimum 3 mils DFT. Do not exceed 6 mils DFT.

6.18.11.2. Intermediate coat: Carboguard 893, minimum 6 mils DFT. Do not exceed 10 mils DFT.

6.18.11.3. Top coat: Carbothane 134HG, minimum 6 mils DFT, Day Glow Yellow.

6.18.12. The internal void of the bollard shall be filled with concrete prior to application of top coat.

6.19. MARINE FENDERS, BERTHING:

6.19.1. The Design Builder shall provide no less than eleven (11) new, complete marine fender systems, inclusive of fender, chains, shackles, pad eyes, and anchor bolts.

6.19.1.1. Two (2) fenders systems shall be spares and provided to PortMiami for storage. The storage site will be provided by PortMiami and will be within the limits of the Port (Dodge/Lummus Island). The spare fenders shall include the chains and shackles.

6.19.2. The fenders shall be of a high capacity foam-filled type. Trelleborg's SeaGuard fenders are consider at the basis of design.

6.19.2.1. The fenders shall have cylindrical mid-bodies with conical or hemispherical shaped ends terminating in an end fitting on the cylinder's centerline at each end.

6.19.2.2. Performance Requirements, at 60-percent compression:

6.19.2.2.1. Energy Absorption Rating, minimum: 870,000 foot-pounds ((-)5-percent tolerance)

6.19.2.2.2. Reaction, 405,000-pounds (+10-percent tolerance)

6.19.2.3. Diameter: 2,400 mm (8-feet)

6.19.2.4. Eye-to-eye Length: 4,250 mm (14-feet)

6.19.2.5. Skin Thickness: 1.25-inch, minimum

6.19.2.6. Service Life: 15-years

6.19.2.7. Warranty: 10-years

6.19.2.8. Sustained reaction/compression: 1,600 occurrences not less than 24-hours each.

6.19.2.9. Color: Black.

6.19.3. **Foam Core:** Shall be of heat laminated construction using a closed-cell cross-linked polyethylene foam, completely filling the interior of the fender. The foam core shall be homogeneous and of one-piece fabricated construction. The use of chipped or particulate form is not acceptable. The form core shall not contain scraps, strips, or sheets of foam, either rolled or stuffed into the required shape.

6.19.4. **Fender Skin:** The outer fender skin shall be of the specified minimum thickness and constructed of elastomer. Reinforcing is required and shall consist of not less than thirteen separate filament reinforcing wraps. The filament wraps shall be evenly distributed in the inner 75 percent to 90 percent of the coating thickness. The outer 10-percent to 25-percent of elastomer shall have no filament reinforcing. The elastomer and filaments shall be applied in a continuous manner to assure adhesion between the various layers. The connection of the skin to the end fittings shall be designed and sized to transmit the safe working load of the shackle into the fender skin.

6.19.4.1. The elastomer used in the fender skin shall be the reaction product solely of toluene diisocyanate, polyether polyol, and an aromatic diamine, formulated to inhibit ultraviolet and ozone degradation.

6.19.4.2. The fender casing shall be repairable in the event of tears or punctures in the elastomer skin. The repaired area shall have not less than 90 percent of the properties of the fender skin elastomer. Required repair materials shall be readily available from the fender manufacturer.

6.19.5. **UHMW:** Provide Ultra High Molecular Weight (UHMW) Polyethylene (PE) wear strips between the fenders and the bulkhead backing structure.

6.19.5.1. Each UHMW strips shall be no less than 12-inch wide, providing a covering no less than 50-percent of the compress fender contact area from it upper to lower reach, plus 15 percent.

6.19.5.2. The UHMW strips shall be no less than 2-inch thick, Black in color (or as directed by PortMiami).

6.19.5.3. The UHMW strips shall be attached to the face of the bulkhead with Type 316 stainless steel epoxy anchors. The anchors shall be designed to resist the lateral shearing force of no less than 40-percent of the fender's maximum reaction.

6.19.6. The D-Br shall provide not less than three (3) complete spare sets of UHMW strips, including anchor bolts. The D-Br shall also provide additional spare anchor bolts for another three (3) sets of UHMW strips.

6.19.7. **Anchor Chain Assembly and Hardware:** Chains, shackles, and other fixtures shall be in complete and in accordance with American Bridge Standards (ABS), Grade 2. Chains, shackles, other fittings shall be hot dipped galvanized, for a service life of no less than 10 years.

6.19.7.1. Support chains shall be installed in a two (2) point configuration. Support chains and shackles shall be no less than 1.75-inch nominal stock size.

6.19.7.2. Support chain pad eyes shall be fabricated from steel, double hot dipped galvanized, or Type 316 stainless steel.

6.19.7.3. Pad Eye anchor bolts, nuts, and washers shall consist of Type 316 stainless steel.

6.19.8. **Source Quality Control:** Perform performance test on no less than 10-percent, nor less than two (2), randomly selected fenders shall be tested at an independent United States laboratory in accordance with PIANC testing guidelines. The tests shall include as a minimum:

6.19.8.1. Compression Performance Test

6.19.8.1.1. Energy Absorption.

6.19.8.1.2. Reaction.

6.19.8.1.3. Rebound.

6.19.8.2. Cyclic-Compression Performance Test: No less than 10 full cycles.

6.19.8.3. Sustained-Load/Compression Test: No less than 24-hours.

6.19.8.4. Pull-Through Test

6.19.8.5. Elastomer Skin Thickness Test: Perform prior to shipment.

6.19.8.6. Elastomer Skin Material Test: Perform prior to shipment.

6.19.8.7. Reinforced Skin Properties: Perform prior to shipment.

6.19.8.7.1. Tensile Strength, Elongation (Ultimate), Tear Strength.

6.19.8.8. Foam Properties: Perform prior to shipment.

6.20. MARINE FENDERS, PROTECTIVE

6.20.1. On the face of the existing bulkhead located at the southern end of the berth, the Design-Builder shall provide 1,000 mm high by 6-feet long rubber arch fenders with UHMW face pads (see Schematic Drawings).

6.20.2. Provide multiple fenders spaced no more than 10-feet on center.

6.21. WATERFRONT SECURED ACCESS CONTROL

6.21.1. The waterfront is considered a Restricted Area/Secured Area (RA/SA). The waterfront access shall be controlled at all time. Access to the waterfront by Contractor's vehicles, personnel, or other shall be through appropriate access control points only.

6.21.2. The perimeter of the waterfront is currently secured, and access controlled by a manned guard booth. The secured perimeter fence and access shall not be removed until new perimeter control and access is installed, and written permission received from PortMiami.

6.21.3. **Perimeter Fence and Gates:** The Design-Builder shall provide a new perimeter fence and one (1) access control points for vehicular access as indicated on the Waterfront and Site Schematic Drawings.

6.21.3.1. The waterfront perimeter shall be enclosed by a U.S. Coast Guard approved fence, no less than 8-feet tall with no less than 3-strands of barbed wire.

6.21.3.2. Fence(s) located adjacent to vehicle lanes or capable of be impacted by a vehicle shall include a cable barrier system to resist potential vehicular impact. A separate FDOT Standard 42-inch high cast-in-place concrete traffic barrier may be placed in front of the fence (provided space is available) in lieu of the cable barrier system if approved by PortMiami.

6.21.3.3. **Southern Section:** The perimeter fence shall extend from the existing fence at the southern end of the bulkhead, about the new high wind bollards, and to the Cruise Terminal building and shall include a vehicle gate and forklift gate.

6.21.3.4. **Northern Section:** The perimeter fence shall continue from the northwestern corner of the terminal building, with a 10-feet wide gate, toward the existing Cruise Terminal G apron, and connect to the existing fence located along the south side of the Cruise Terminal G apron. The existing fence continues eastward to the face of the existing Cruise Terminal G egress tower to complete the closure of the site. The fence shall not restrict access to the FPL Vault or Electrical Room located in the terminal.

6.21.4. **Vehicle/Truck Secured Apron Access Gate:** A vehicle access gate to the waterfront shall be provided at the south end of the perimeter between the bulkhead and the terminal building (see Schematic Drawings, Attachment A7). Provide a continuous secured perimeter fence from the northern end of the Cruise to the south side of the Cruise Terminal G apron then eastward to the existing Cruise Terminal G stair tower, providing a complete and continuous access control perimeter along the cruise terminal facilities.

6.21.4.1. Provide two (2) 12-feet wide lanes (entry/exit) with 2-feet shoulders at the southern end of the waterfront site as shown. Provide a lockable double swing gate with no less than 26-feet clear between posts across the lanes.

6.21.4.2. Access shall be controlled by appropriate (electronic) credentialing controls.

6.21.4.3. The Vehicular / Truck access gate shall include:

6.21.4.3.1. Two (2), one per lane, security barriers capable of stopping a 15,000-pound vehicle traveling at 30-mph within 3-feet penetration (M30 Condition), complying with ASTM F2656-M30, tested to U.S. Department of State SD-STD-02.01, including Revision A. The security barriers shall consist of an active wedge type system, capable of operating at 100 cycles/hour. The barrier shall be controlled by secured access control located in the guard booth. The barrier shall be capable of moving from full closed/open to fully open/closed position in no more than 3-seconds, with an Emergency Fast Operate (EFO) time of no more than 2 seconds. Connect to backup generator. HySecurity Model HydraWedge (SM50) referenced as basis of design (www.hysecurity.com).

6.21.4.3.2. Provide two (2) gate arms, one per lane., in conjunction with each security barrier. Provide vehicle and obstruction detectors to prevent arm from lowering when

vehicle is present. Provide a clear opening no less than 12-feet for each lane, opening to 90-degrees. Provide arm with reflective markings and LED lighting. Gate arm shall be electrically powered with a hydraulic drive. Connect to backup generator. The gate shall be capable of opened and closed manually in the event of a power failure. HySecurity Model StrongArmDOT referenced as basis of design (www.hysecurity.com).

6.21.4.3.3. Provide warranty against workmanship, defects and operation of no less than 5-years for security barriers and gate arms.

6.21.5. **Forklift Access Gate:** Provide a lockable 10-feet wide swing gate in the perimeter fence adjacent to the terminal building at the provisioning area. The gate shall be separate from the vehicle/truck access gate but shall directly visible and managed from the Guard Booth.

6.21.5.1. Provide an electrically powered 10-feet traffic barrier arm across the opening capable of no less than 200 cycles per hour.

6.21.5.2. The gate opening shall be controlled from a secured access control in the Guard Booth and with a remote wireless switch.

6.21.5.3. The gate arm shall open in no more than 2 seconds, and close in no more than 3-seconds.

6.21.5.4. The arm shall be aluminum, oval or rectangular in shape with reflective markings, breakaway brackets, and a kill switch. Arm shall fully open to 90-degrees.

6.21.5.5. Gate arm shall be electrically powered. Connect to backup generator. The gate shall be capable of opened and closed manually in the event of a power failure.

6.21.5.6. Include one (1) replacement arm and hardware.

6.21.5.7. Provide warranty against workmanship, defects and operation of no less than 5-years.

6.21.5.8. HySecurity Model StrongArm referenced as basis of design (www.hysecurity.com).

6.21.6. **Secondary Waterfront Access Gate:** From the security fence at the northwestern corner of the terminal, provide a perimeter fence along the north side of the walkway to the east, turning south across the walkway. Provide an access-controlled personnel gate, no less than 4-feet wide in the perimeter fence at the walkway.

6.21.7. **Crew Access to Waterfront:** Access by the ship's crew, vendors, and PortMiami staff is intended to be included as part of the Cruise Terminal H building, with the entrance to the apron via a dedicated entry personnel door located within the limits of the cruise terminal building.

6.21.8. **Guard Booth:** Provide a Guard Booth adjacent to the Vehicular/Truck Access and Forklift Access gates. The Guard Booth shall be located to provide clear and direct observation of both gates and the entering/exiting vehicles, as well as the Crew Access door, and the entire waterfront. The Guard Booth shall be complete with, but not limited to:

6.21.8.1. Built-in Desk/Counter with storage

6.21.8.2. HVAC

6.21.8.3. Electric power

6.21.8.4. Lighting

6.21.8.5. Data and Communication

6.21.8.6. The Guard booths shall be protected from vehicular impact using 8-inch (minimum) concrete filled pipe bollards, concrete barriers, or other approved means.

6.21.9. **Video Surveillance:** All access points shall include video surveillance and access controls. See Part 7, *Systems Programming*, for additional requirements.

6.21.9.1. Access points shall include access control card readers and manual gate release. Include a duress foot rail connected to PortMiami security.

6.21.9.2. Access points shall include surveillance cameras. Additional cameras shall show the entire waterfront site from multiple angles. Provide no less than:

6.21.9.2.1. Two (2) cameras per vehicular access point/gate, capable of capturing views of the vehicle from both directions, including the license plate, image of the vehicle, and the driver.

6.21.9.2.2. Two (2) cameras per personnel access point, capable of capturing views of the entry and exit directions, including the face and luggage of the personnel.

6.21.9.2.3. Twelve (12) cameras along the bulkhead length, capable of capturing images of all waterside operations, including faces of personnel.

6.21.9.2.4. One (1) camera capable of capturing images of the mooring dolphin and access catwalks.

6.21.9.2.5. Four (4) cameras placed so that the complete profile of the cruise ship may be seen.

6.22. DREDGING

6.22.1. The Design-Builder shall deepen the berth and construct the bulkhead and backfill as indicated on the Schematic Drawings (Attachment A8) to no less than Elevation (-)34.5 MLLW (El. (-)34.9 NGVD). Over dredge depth shall be limited to 2-feet (El. (-)36.5 MLLW) (El. (-)36.9 NGVD). The total area of dredging is approximately 292,800 square feet (6.72 acres) and 65,300 cubic yards. The work also fills about 21,285 square feet (0.49 acres). The dredging and fill are within an Outstanding Florida Waters, namely Biscayne Bay. The D-Br is responsible to determine the final volumes and areas.

6.22.2. Dredging shall be performed utilizing clam buckets. Other means will not be acceptable, unless noted otherwise in the Permit.

6.22.3. Side slopes shall be cut vertical and allowed to slough off. Slough material shall be removed at no additional cost to PortMiami.

6.22.4. The D-Br may encounter very hard bottom materials (i.e. dense bedrock). The dredging equipment shall account for the encountered material. No explosives for blasting of any kind would be allowed.

6.22.5. Dredging shall not contact or damage the new bulkhead and mooring dolphins. Dredging operations shall not interfere with or impeded maritime and navigation operations with the adjacent navigation channels and turning basin.

END OF PART 6 – WATERFRONT IMPROVEMENTS

PART 7. SYSTEMS

7.1. GENERAL

7.1.1. The Cruise Terminal H Program is comprised of:

7.1.1.1. Demolition and removal of existing ferry terminal / office building and ancillary buildings;

7.1.1.2. Partial demolition and removal of the existing bulkhead and apron;

7.1.1.3. New bulkhead, apron, and other waterside improvements;

7.1.1.4. Marine dredging and material disposal;

7.1.1.5. New Cruise Terminal;

7.1.1.6. New Site Improvements, including utilities; and

7.1.1.7. New elevated Pedestrian Walkway from the existing garage to the Cruise Terminal.

7.1.2. It is imperative that all parts of the Program/Project function together, with uniform systems requirements. This Section's purpose is to establish standards of design and construction that shall ensure the new Cruise Terminal H Program is of the quality level the Owner desires, while allowing the Design-Builder (D-Br) to design and construct a facility that meets these requirements in the most cost-effective way.

7.1.3. It is the Design-Builder's responsibility to follow and understand the complete Design Criteria Document (DCD) to conform and comply with its intent and with all agencies having jurisdiction. The work produced by the D-Br will be subjected to rigorous evaluation by the Owner and is subject to rejection if the D-Br does not meet all the criteria, both general and specific. Interpretation of the D-Br's adherence to the criteria shall be exclusively within the judgment of the Owner.

7.1.4. The Design-Builder shall design and construct all components necessary to provide a complete functional system that meets the following performance requirements:

7.1.4.1. Provide functionality, durability, ease of maintenance, safety, and aesthetics. Lighting, fixtures, equipment, etc. shall be designed and placed to facility access for cleaning and maintenance ;

7.1.4.2. Ensure the long life of this facility by designing all permanent structures for a 50-year serviceable design life, 75-years for the bulkhead;

7.1.4.3. Design the structure and exterior components to comply with hurricane resistance and stability requirements, including wind and water effects, in accordance with the Florida Building Code;

7.1.4.4. Elevate critical components and equipment (generator, electrical panels, IT/Communication, HVAC, Fire Pump, etc.) above a projected future flood/storm surge level. The D-Br shall set the lowest point of critical components and equipment at no less than Elevation +13.0 NGVD.

7.1.5. The Design-Builder shall complete an energy model in accordance with LEED and ASHRAE 90.1 criteria, factoring the effects on glazing, window to wall ratios, lighting, cooling and

heating system, outdoor air systems efficiency, and other applicable factors. Provide the results of the analysis to PortMiami.

7.2. FINISH FLOOR ELEVATIONS

7.2.1. The Design-Builder should refer to the Schematic Layouts of the Cruise Terminal and Site for elevation information. All elevations refer to the NGVD29 Datum.

7.2.2. The Finish Floor elevation of the first/ground floor Level of the Cruise Terminal H shall be no less than elevation +11.50 for all occupied spaces, unless noted otherwise, as detailed in Part 2, *Terminal Programming*.

7.2.3. The Finish Floor elevation of the Second Level shall be at Elevation +29.50 as detailed in Part 3, *Terminal Programming*.

7.2.4. The Finish Floor elevation of the Third Level and the Passenger Boarding Concourse shall be at Elevation +47.50 as detailed in Part 2, *Terminal Programming*.

7.2.5. The elevation of Ground Transportation Area (GTA) shall vary from matching existing adjacent grades to an approximate elevation +11.50 near the Cruise Terminal entrance side, as detailed in Part 5, *Site Programming*.

7.2.6. The elevation of the bulkhead and apron shall be as indicated in Part 6, *Waterfront Programing*.

7.2.7. The Design-Builder shall be responsible to develop grading plans to transition between the various elevations on the site, including but not limited to the adjacent Cruise Terminal G building and berth, North Cruise Boulevard and South America Way, the parking area under the Port Avenue Bridge, and other adjacent areas. The D-Br shall develop the appropriate slopes, ramps, grades, retaining walls, and other features to create the site elevations.

7.2.8. Per Miami Dade County Resolution R451-14, the County has determined that the site has the potential to experience a sea level rise during the Service Life of the Cruise Terminal H Program. The Project shall be designed and constructed in accordance with expected sea level rise projections during its anticipated useful life, using regionally consistent unified sea level rise projections.

7.3. STRUCTURAL SYSTEMS, TERMINAL AND CANOPY

7.3.1. This Section describes the Design Criteria to be used for the structural systems of the Cruise Terminal H. These criteria are intended to provide design requirements, while allowing the Design-Builder the ability to be innovative in developing the detailed Design Documents and in constructing the Project.

7.3.2. The structural systems for the new construction shall be designed in accordance with the Florida Building Code (FBC), ASCE 7, *Minimum Design Loads for Buildings and Other Structures*, and ASCE 24, *Flood Resistant Design and Construction*.

7.3.3. The D-Br shall perform a Wind Tunnel Test of the Terminal building and the site canopies in compliance with ASCE 7 and ASCE 49, *Wind Tunnel Testing for Buildings and Other Structures,* and adjust the wind loads as applicable.

7.3.4. The Design-Builder shall design and construct all structural components necessary to provide a complete system.

7.3.5. The structural system for the buildings shall be at the discretion of the Design-Builder, with the frame work of the Terminal *Look & Feel* as described in Part 3, *Terminal Improvements,* and the Schematic Drawings. The "Palm Grove" curvilinear columns for the terminal and GTA canopy and shall be incorporated into the design as indicated.

7.3.6. All structural elements shall be capable of resisting the loads applied to them by self-weight, imposed dead and live loads, wind, rain, temperature, and flood loads, soil, and water pressures, along with relative and differential movements without exceeding the limits of deformation, distortion, deflection, stress, fatigue, vibration, fire resistance, and serviceability.

7.3.7. Non-load bearing walls may be constructed of concrete masonry units (CMU) or steel cold formed sections.

7.3.8. The floor and roof spans of the Cruise Terminal shall be maximized to provide an open space interior with minimal columns. The Schematic Drawings indicate a column grid as envisioned by the PortMiami Architect. The D-Br shall adhere to the grid as much and as close possible, coordinating with the Final Terminal and GTA design.

7.3.9. Under no circumstances shall wood or other organic material be allowed to be used in any structural application for this facility.

7.3.10. <u>Foundations</u>

7.3.10.1. The foundation system shall be as required to support the all loads imposed on it by the structural system and occupancy as per the FBC.

7.3.10.1.1. It has been PortMiami's experience in past projects in this area that deep foundations will be required with concrete grade beams along the building perimeter and with pile caps under column locations.

7.3.10.1.2. The D-Br shall note that the Terminal is to be constructed over an existing Bulkhead Wall tie-back and its anchor wall system. Due to Project schedules, the exiting bulkhead is expected to be in service during the construction of the terminal. The new terminal and canopy foundations shall not impose any loads, movement, or disturbance to the bulkhead and it anchor wall system.

7.3.11. <u>Roof Systems</u>

7.3.11.1. Roof systems shall be watertight and compatible with facility function, construction, and service conditions. Provide complete roof system design and construction services for the entire new facility roof system, including all ancillary and incidental work necessary for a complete, new, watertight roof system installation.

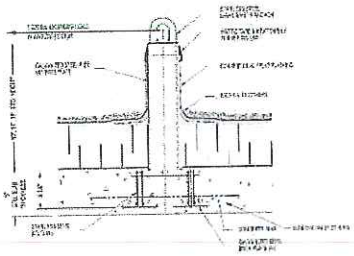
7.3.11.2. Roofing system(s) may be of any type recognized by the National Roofing Contractors Association as long as the system or systems meets the stipulated wind loads and warranty requirements and have a notice of acceptance (NOA) from the Building Code

Compliance Office (BCCO), except that the use of a fabric roofing system shall not be allowed. Roofing system shall meet LEED requirements.

7.3.11.3. Roofing systems shall be mechanically fastened or fully adhered. Hot applied systems are limited to "torch-down" systems. Use of a kettle is not allowed.

7.3.11.4. The Roofing System shall resist the build-up of dirt, mildew, algae, mold, fungus, and other discoloring materials.

7.3.11.5. Provide 1,000 pound working load (any direction) safety/fall arrest galvanized roof anchors, with stainless steel safety anchor about the roof area for use by maintenance staff. Place no less than one (1) at each skylight, and at a 50± foot grid about the edges/perimeter. Paint the anchors to match the roof color. Coordinate with PortMiami for locations.



7.3.11.6. Provide roof hydrants (hose bibs) for water supply on the roof for use in cleaning the roof surfaces. Place the hydrants on 200± feet grid. Hydrants shall include a backflow preventer Coordinate with PortMiami for locations.

7.3.11.7. Roofing systems shall have a manufacturers issued 20 year, no dollar limit warranty, covering roofing and flashing.

7.3.11.8. Minimum finished roof slope on all roof areas, including crickets, shall be ½-inch per foot. No ponding, as defined by the National Roofing Contractors Association, is allowed.

7.3.11.9. Roof framing shall meet minimum requirements of Florida Building Code.

7.3.12. Floor Systems

7.3.12.1. The ground level floor shall be a reinforced concrete slab. The slab shall be tied to the structural foundation or otherwise designed to resist potential uplift/buoyancy from ground water and flood conditions.

7.3.12.2. The elevated levels shall have a concrete subfloor and be supported by a system chosen at the D-Br's discretion providing that the chosen system allows for the indicated finish floor surface and meets all other requirements stipulated in this design criteria package.

7.3.12.3. Symmetric reinforcement shall be used in all floor slabs in both direction to resist drying shrinkage and thermal expansion/contraction cracking.

7.3.13. Exterior Wall Systems

7.3.13.1. Exterior walls may be of any system capable of withstanding the imposed loading. Exterior wall systems shall be watertight and integrally designed with roof systems, providing an overall impermeable building envelope.

7.3.13.2. Cast-in-place walls or tilt-up construction may be utilized, with a minimum thickness of five (5) inches.

7.3.13.3. All exterior wall systems and cladding systems shall have proper NOA or State of Florida Product Approval and shall comply with the FBC.

7.4. ANTI-TERRORISM / FORCE PROTECTION

7.4.1. The structural design shall incorporate applicable design recommendations in FEMA 426 – Reference Manual to Mitigate Potential Terrorist Attacks Against Buildings, FEMA 427 – Primer for Design of Commercial Buildings to Mitigate Terrorist Attacks and FEMA 452 – Risk Assessment: How-to-Guide to Mitigate Potential Terrorist Attacks Against Buildings.

7.4.2. The design shall provide mitigation measures to minimize the security risk to human life by providing mechanisms and design measures to deny and prevent unauthorized vehicles access/intrusion/encroachment into the terminal Program area.

7.4.3. Vehicular barriers consisting of planters, bollards, and stand-off zones, as applicable shall be provided to prevent unauthorized vehicles from accessing/intruding encroaching into the terminal Program area. This includes configuring drop-off/pick-up areas with adequate stand-off zone from the terminal, and providing barriers around the terminal perimeter, particularly between the sidewalk and the POV and Bus drop-off/pick-up areas.

7.4.4. Facility design shall maximize the distance to a controlled perimeter and minimize obstructed space in which placement of an explosive device would not be observable by building occupants.

7.5. EXTERIOR SYSTEMS

7.5.1. Exterior Doors:

7.5.1.1. All elements of exterior storefront doors shall comply with FBC and Miami-Dade County requirements of resisting wind and windborne debris requirements. Doors shall have proper NOA or State of Florida Product Approval and shall comply with the FBC.

7.5.1.2. Provide assemblies as a complete unit from one manufacturer.

7.5.1.3. Minimum door leaf size shall be 3 feet wide by 7-feet tall.

7.5.1.4. Sliding doors shall be automatic and shall include full break-away panels.

7.5.1.5. Provide hinges or pivots, locksets, cylinders, closers, thresholds, kick plates and stops as required to form a complete and serviceable operating assembly. Hardware shall be as specified by an Accredited Hardware Consultant and coordinated with PortMiami Security. All doors leading from or into any CBP controlled spaces, shall be coordinated with CBP's Technical Requirements on hardware.

7.5.1.6. Steel egress and service doors shall be insulated hollow metal flush doors in hollow metal frames. Metal frames in concrete or masonry walls shall be grouted solid.

7.5.1.7. Entrance doors shall be of aluminum, glazed and be visually and dimensionally compatible with any storefront or curtain wall provided.

7.5.1.8. Provide motorized roll-up coiling overhead doors with emergency manual operation. Coiling doors shall be provided with auto-reversing motors actuated by both full

width photoelectric sensor and a contact safety strip at the bottom edge of the sill closure. Interconnect with baggage handling system as appropriate. All coiling doors shall be supplied with interior hoods.

7.5.2. Exterior Glazing/Windows:

7.5.2.1. All elements of exterior curtain wall (storefront) window/glazing shall comply with FBC and Miami-Dade County requirements of resisting wind and windborne debris requirements. Doors shall have proper NOA or State of Florida Product Approval and shall comply with the FBC. Glazing shall meet LEED requirements.

7.5.2.2. **Glass Strength:** Analysis shall comply with ASTM E1300 Determining Load Resistance of Glass in Buildings. Provide glass products in the thickness and strengths (annealed or heat-treated) required to meet or exceed the following criteria based on Project loads and in-service conditions.

7.5.2.3. Minimum thickness of annealed or heat-treated glass products to be selected so the worst-case probability of failure does not exceed the following:

7.5.2.3.1. Eight (8) breaks per 1,000 for glass installed vertically or not 15 degrees or more from the vertical plane and under wind action.

7.5.2.3.2. 1 break per 1,000 for glass installed 15 degrees or more from the vertical plane and under action of wind and/or snow.

7.5.2.4. Deflection shall be limited to prevent disengagement from the frame and be less than or equal to 1-inch.

7.5.2.5. **Thermal and Optical Performance:** Provide glass products with performance properties per the Florida Commercial Energy Code total building energy compliance pathway. Performance properties to be manufacturer's published data as determined according to the following procedure and meeting envelope requirements per the Project energy model. Optical distortion shall be minimized.

7.5.2.6. **Center of glass U-Value:** NFRC 100 methodology using LBNL WINDOW 7.0 computer program.

7.5.2.7. **Center of glass solar heat gain coefficient:** NFRC 200 methodology using LBNL-35298 WINDOW 7.0 computer program.

7.5.2.8. **Solar optical properties:** NFRC 300

7.5.2.9. Provide glazing systems tested and certified to meet ASTM E1996/1886 windborne debris protection provisions High Velocity Hurricane Zone (HVHZ) per the Florida Building Code.

7.5.2.10. Provide 10-year Warranty from the date of manufacture for the assembled glass unit including but not limited to insulated seal integrity, laminated glass, solar coating, ceramic paint and heat treatment.

7.5.2.11. Exit doors and any nearby windows that may provide a view into CBP Primary or Secondary Areas shall feature reflective mirror or frosted film or other ways to block the view from the public side.

7.5.3. Exterior Finishes:

7.5.3.1. All exterior finishes shall meet the latest Miami-Dade County requirements of resisting windborne debris and shall have proper NOA certification or Florida Product approval. Finish colors shall be selected by PortMiami.

7.5.4. Exterior Metals:

7.5.4.1. All Exterior Aluminum shall meet or exceed AAMA 2605.

7.5.4.2. All Exterior Steel shall be painted with 2 coats of Galvanizing Paint and a Top Coat.

7.5.4.2.1. Primer: min 83% zinc.

7.5.4.2.2. Top Coat: recommended by Primer Manufacturer

7.5.4.3. All fasteners used in exterior and non-conditioned areas shall be stainless steel.

7.5.5. Exterior Paint on Stucco:

7.5.5.1. Use a Waterproofing System meeting or exceeding the following:

7.5.5.1.1. Wind-Driven Rain: ASTM D6904-03 2

7.5.5.1.2. Water Vapor Permeance: 17.96 perms Based on ASTM D1653

7.5.5.1.3. Elongation: 275% based on ASTM D2370

7.5.5.1.4. Tensile Strength: 285 psi ASTM D2370

7.5.5.1.5. Flexibility: ASTM D522

7.5.5.1.6. Alkali Resistance: ASTM D1308

7.5.5.1.7. Mildew Resistance: ASTM D3273/D3274

7.5.6. Exterior Horizontal Building Surfaces:

7.5.6.1. Sidewalks, pavements, and waterfront apron shall be sloped away from the buildings to prevent storm water from entering the Cruise Terminal.

7.5.6.2. Slope to drain per code requirement but no less than:

7.5.6.2.1. ½-inch per foot of run at, but not limited to, parapet tops, window sills, tops of walls and flat roofs.

7.5.6.2.2. 1/8 inch per foot of run at, but not limited to: Exterior covered walkways, sidewalks, or other exterior walking surfaces, and Parking lots and any other paved areas.

7.5.6.3. Exterior and interior walking surfaces shall have textured or other slip resistant finishes in compliance with the FBC and ADA/FACBC requirements.

7.6. INTERIOR CONSTRUCTION

7.6.1. General

7.6.1.1. Interior construction includes interior partitions, interior doors and fittings, flooring, ceilings, and other.

7.6.1.2. Provide durable construction appropriate to the use. Acoustic properties of materials, as well as durability, shall be considered during material selection.

7.6.1.3. Areas of the project that are subject to abuse from vehicular, forklift, luggage bins/racks, and passengers shall include impact and abrasion resistant materials and systems.

7.6.1.4. **Baggage Laydown and Claim, Baggage Screening, and Baggage Sorting:** All walls within and about the areas shall be constructed of impact and abrasion resistant materials. The lower 4 feet of the wall shall have a polished aluminum diamond plate facing. Interior surface of walls shall be coated with a block filler and a 2-coat acrylic latex (semi-gloss) system. Provide floor mounted pipe rail curbs along walls and about columns for protection from luggage bins/racks impacts.

7.6.1.5. **Ramps:** Install impact resistant drywall or plastic laminate to no less than 4-feet above the finish floor.

7.6.1.5.1. **Columns** within the spaces shall be protected from impact by cast in place concrete collars extending no less than 6 feet above the finish floor.

7.6.1.5.2. **Equipment,** piping, and other items requiring protections shall have 6-inch concrete filled bollards placed at no more than 3-feet on-center about the item.

7.6.1.5.3. **Exposed corners of walls** shall be protected with steel corner guards extending no less than 6 feet above finish floor.

7.6.1.6. See CBP Standards for areas within the CBP Primary and Secondary Processing area.

7.6.2. Partitions

7.6.2.1. All interior partitions shall be either concrete masonry or metal studs with impact resistant gypsum wall board on each side.

7.6.2.2. Provide fixed partitions throughout the project.

7.6.2.3. Provide sound rated partitions between space with a minimum STC of 45.

7.6.2.4. All M/E/P cables, ducts and the like shall be concealed inside walls on all public areas. This includes CMU and Gypsum interior partitions.

7.6.2.5. Provide interior windows in hollow metal fixed frames. All interior glass/glazing shall comply with Category II Safety Glazing.

7.6.2.6. Restrooms, janitorial closets, and other applicable rooms shall be constructed with moisture resistant gypsum wall board and shall be finished with tile from floor to ceiling.

7.6.2.7. For partitions within the CBP Primary and Secondary Processing area, refer to the CBP Standards.

7.6.3. Interior Doors

7.6.3.1. All interior doors shall be flush doors.

7.6.3.2. All interior door frames shall be hollow metal with multi-coat paint finish.

7.6.3.3. All interior doors in public areas shall be solid core wood, with multi-coat paint finish, minimum 7-feet tall by no less than 3-feet wide.

7.6.3.4. All interior doors in support spaces out of the public view shall be hollow metal.

7.6.3.5. Provide grout-filled frames at masonry openings.

7.6.3.6. Provide Category II Safety Glazing in metal frames where room requirements call for vision glass in doors. Door style shall be narrow light.

7.6.3.7. Provide motorized roll-up overhead grills and shutters where required for security.

7.6.3.8. Provide sliding perforated metal grille and all associated structural support for grille between baggage claim area and CBP Primary Processing Area (PPA) and Exit Vestibule.

7.6.3.9. For doors and hardware within the CBP Primary and Secondary Processing area, refer to the CBP Standards.

7.6.4. Hardware.

7.6.4.1. Coordinate with PortMiami for hardware selection.

7.6.4.2. All interior doors in wet areas shall be provided with mop plates.

7.6.4.3. All interior doors with closers shall be provided with kick plates on the stop face of the door. Closers shall be located on the room side of the door.

7.6.4.4. **Single Source Responsibility:** Obtain each type of hardware (latch and lock sets, hinges, closers, etc.) from a single supplier.

7.6.4.5. **Supplier Qualifications:** A recognized architectural door hardware supplier, with similar commercial facilities in the Project's vicinity, that has a record of successful in-service performance for supplying door hardware similar in quantity, type, and quality to that indicated for this Project and that employs an experienced architectural hardware consultant (AHC) who is available to PortMiami, the Architect, and the D-Br at reasonable times during the course of the Work, for consultation.

7.6.4.5.1. The AHC shall coordinate with PortMiami for access control and keying requirements.

7.6.4.6. **Fire-Rated Openings:** Provide door hardware for fire-rated openings that complies with NFPA Standard No. 80 and requirements of authorities having jurisdiction. Provide only items of door hardware that are listed and are identical to products tested by UL, Warnock Hersey, FM, or other testing and inspecting organization acceptable to authorities having jurisdiction for use on types and sizes of doors indicated in compliance with requirements of fire-rated door and door frame labels. All fire seals required for fire rated wood doors shall be furnished by the door manufacturer or supplier.

7.6.4.7. **Exterior Openings:** All doors, frames and hardware for exterior openings shall be tested and approved for use at the required wind loads for this project. Copies of current

valid Florida State or Miami Dade County product approvals shall be furnished as proof of compliance with this requirement.

7.6.4.8. Hardware shall comply with the following:

7.6.4.8.1. Butts and Hinges: ANSI/BHMA A156.1-06.

7.6.4.8.2. Bored and Preassembled Locks and Latches: ANSI/BHMA A156.2-03.

7.6.4.8.3. Exit Devices: ANSI/BHMA A156.3-01.

7.6.4.8.4. Door Controls - Closers: ANSI/BHMA A156.4-00.

7.6.4.8.5. Auxiliary Locks and Associated Products: ANSI/BHMA A156.5-01.

7.6.4.8.6. Architectural Door Trim: ANSI/BHMA A156.6-05.

7.6.4.8.7. Template Hinge Dimensions: ANSI/BHMA A156.7-03.

7.6.4.8.8. Door Controls - Overhead Stops and Holders: ANSI/BHMA A156.8-05.

7.6.4.8.9. Interconnected Locks and Latches: ANSI/BHMA A156.12-05.

7.6.4.8.10. Mortise Locks and Latches Series 1000: ANSI/BHMA A156.13-05.

7.6.4.8.11. Sliding and Folding Door Hardware: ANSI/BHMA A156.14-07.

7.6.4.8.12. Release Devises - Closer Holder, Electromagnetic and Electromechanical: ANSI/BHMA A156.15-06.

7.6.4.8.13. Auxiliary Hardware: ANSI/BHMA A156.16-02.

7.6.4.8.14. Self-Closing Hinges and Pivots: ANSI/BHMA A156.17-04.

7.6.4.8.15. Recommended Practices for Materials and Finishes: ANSI/BHMA A156.18-06.

7.6.4.8.16. Power Assist and Low Energy Operated Doors: ANSI/BHMA A156.19-07.

7.6.4.8.17. Strap and Tee Hinges and Hasps: ANSI/BHMA A156.20-06.

7.6.4.8.18. Thresholds: ANSI/BHMA A156.21-06.

7.6.4.8.19. Door Gasketing and Edge Seal Systems: ANSI/BHMA A156.22-05.

7.6.4.8.20. Electromagnetic Locks: ANSI/BHMA A156.23-04.

7.6.4.8.21. Delayed Egress Locking Systems: ANSI/BHMA A156.24-03.

7.6.4.8.22. Electrified Locking Devices: ANSI/BHMA A156.25-02.

7.6.4.8.23. Continuous Hinges: ANSI/BHMA A156.27-06.

7.6.4.8.24. Recommended Practices for Keying Systems: ANSI/BHMA A156.28.07.

7.6.4.8.25. Exit Locks, Exit Locks with Exit Alarms, Exit Alarms, Alarms for Exit Devices: ANSI/BHMA A156.29-07.

7.6.4.8.26. High Security Cylinders: ANSI/BHMA A156.30-03.

7.6.4.8.27. Electric Strikes and Frame Mounted actuators: ANSI/BHMA A156.31-07.

7.6.4.8.28. Exterior security doors: Medeco Keymark (PortMiami shall supply keyway).

7.6.4.8.29. Exterior restrooms: Provide classroom locks.

7.6.4.8.30. Storage: AC30 locks

7.6.4.8.31. Screening rooms: AC1 locks.

7.6.4.8.32. IT/AV rooms: AC30 locks.

7.6.4.8.33. Janitorial Rooms: Sargent 10 Line Storeroom lever L lever design L rose design. Satin Chrome finish freewheeling locking lever, Keyed to Sargent Keso register # A1260F7698 AC1 part # (8210G04LL26DFW)

7.6.4.8.34. Mechanical/Electrical Rooms: Sargent 10 Line Storeroom lever L lever design L rose design. Satin Chrome finish freewheeling locking lever, Keyed to Sargent Keso register # A1222F7698 AC30 part # (8210G04LL26DFW).

7.6.4.8.35. PBB access doors: Schlage (SC1), bitting combination (23476)

7.6.4.8.36. For hardware within the CBP Primary and Secondary Processing area, refer to the CBP Standards.

7.6.5. Stained, Polish Floor Finish

7.6.5.1. Manufacturer to have a minimum of 5 years of experience in the production of this product.

7.6.5.2. Installer to have a minimum of 3 years of experience and no less than 6 projects comparable in scale and complexity to the installation of this product. Installer shall be certified by the manufacturer as an approved applicator.

7.6.5.3. Floor Slabs to be stained and polished shall be:

7.6.5.3.1. Dye Stained

7.6.5.3.2. Densified and Mechanically Polished

7.6.5.3.3. Treated with a pigmented water based curing compound

7.6.5.3.4. Treated with a finish coat/sealer

7.6.5.4. A polished concrete sample of no less than 7-feet by 9-feet in size shall be provided for Owner's approval. If more than 1 floor color or pattern is used, a sample shall be provided for each one.

7.6.5.5. Finished floor shall have a Dynamic Coefficient of Friction (DCOF) of no less 0.42.

7.6.6. Carpeted Floors

7.6.6.1. The Design-Builder shall provide and install the carpet. Carpet shall be installed using tiles/square with integrated backing and base. Seams shall be integrated with the pattern.

7.6.6.2. Floor surface shall be prepared by the D-Br to receive the carpet as per the manufacturer's specifications.

7.6.6.3. Adhesive and carpet installation shall comply with LEED requirements.

7.6.7. Specialties

7.6.7.1. Provide stainless steel, solid plastic or solid phenolic core toilet partitions in all toilet rooms with more than one water closet or urinal. All such partitions throughout the project shall be of the same construction. Partitions shall be ceiling mounted. Hinge on toilet partition shall be continuous.

7.6.7.2. All restrooms shall include the appropriate type and number of accessories, including but not limited to:

7.6.7.2.1. Combination Paper towel dispensers/Waste Receptacle (PTDWR)

7.6.7.2.2. Electric hand air dryer, Dyson-Airblade or equivalent

7.6.7.2.3. Toilet paper dispenser

7.6.7.2.4. Hand soap dispenser.

7.6.7.2.5. Sanitary napkin disposer (SND), in each women's toilet stalls

7.6.7.2.6. Toilet seat sanitary cover dispenser (TSD), in each toilet stall, at back.

7.6.7.2.7. Grab bars, ADA compliant

7.6.7.2.8. Diaper changing station (DCS)

7.6.7.2.9. Soap dispensers

7.6.7.2.10. Solid surface restroom counters with lavatory sink and soap dispensers.

7.6.7.2.11. Mirror, over counters, top of counter to ceiling, full length of counters.

7.6.7.3. **Janitorial rooms shall include:**

7.6.7.3.1. Mop sink with hot and cold water.

7.6.7.3.2. Stainless steel shelving

7.6.7.4. **Provide interior directional signage** as required for wayfinding. Provide an identifying device at each interior door, including name of room and number. Signs shall meet ADA Accessibility Guideline requirements. See PortMiami Wayfinding Standards.

7.6.7.5. Provide 18-inch deep stainless steel metal shelving in Storage spaces.

7.6.7.6. Provide cabinetry and millwork items with all associated accessories. Hinges are to be concealed and shelves are to be supported on adjustable standards. All cabinetry shall be Architectural Woodwork Institute (AWI) Premium grade. All exposed vertical surfaces shall be covered in high pressure laminate. All wood substrates to be Fire Rated Class A materials or as required by code. Provide solid surfacing for all horizontal countertops.

7.6.7.7. Provide all sleeves, caulking and flashing for fire stopping penetrations

7.6.7.8. At the D-Br option, provide sprayed fire-resistive materials to the building's framework to prevent structural failure where required by the design or provide alternate system of proven fire resistance, such as gypsum board encasement.

7.6.7.9. Provide recessed pan entrance floor grills at the main lobby entrance, at crew entrance, and at staff entrances.

7.7. VERTICAL CIRCULATION AND EGRESS

7.7.1.1. Design-Builder shall refer to the *Notice to Architects, Contractors, and Elevator Contractors, Most Common Code Violations Found During First Inspection*, dated August 24, 2016 from the Internal Services Department (ISD), Offices of Elevator Safety of Miami-Dade County and consider such in their design of the elevators and escalators. A copy has been included in the Project References.

7.7.1.2. Elevators and Escalators shall comply with ASME A17.1 Safety Code for Elevators and Escalators, Florida Statues, Chapter 399, Florida Administrative Code 61C-5, all applicable sections of the Florida Building Code, ADA, and other applicable codes and standards.

7.7.1.3. Design-Builder is responsible for obtaining the all appropriate permits prior to placing the elevators or escalators in operation. Licenses, permits, and safety documentation shall be properly posted.

7.7.1.4. The manufacturer and installer shall have no less than 10 years' satisfactory experience manufacturing and installing elevators and escalators equal in character and performance to the project elevators and escalators.

7.7.1.5. The Miami-Dade County Office of Elevator Safety (OES) has regulatory authority having jurisdiction over all elevators, escalators, moving walks, and other conveying systems located within building throughout Miami-Dade County, including the Port. The OES is responsible for the issuance of Certificates of Operation of this regulated equipment. As such, it is the responsibility of the Design-Builder to ensure that requirements of the OES are met.

7.7.2. Elevators

7.7.2.1. Elevators shall be pre-engineered commercial gearless traction passenger/service type and shall comply with the requirements of the Internal Services Department, Office of Elevator Safety of Miami-Dade County. The D-Br shall provide the design and complete installation of all equipment, labor, machines, controls systems, devices and accessories as required for complete safely operating elevators.

7.7.2.2. If machine-room-less (MRL) elevator is utilized, the Design-Builder shall make design modifications to ensure that the controllers are not mounted in the elevator jamb. Controllers must be installed in a separate control space or room. The design must consider ease of maintenance, repairs and modernization in the case that the elevator maintenance company is changed in the future. Design shall accommodate requirements of the OES.

7.7.2.3. Elevators shall have a rated capacity of no less than 5,000 pounds, with a rated speed of no less than 200 feet/minute, unless noted otherwise. Service elevator shall have a rated capacity of no less than 8,000 pounds. Automatic, duplex selective collective operation.

7.7.2.4. Minimum clear platform width of 120-inches by depth of 96-inches. Minimum clear inside height of 100 inches. Entrance shall be no less than 54 inches wide by 84 inches high, centered opening.

7.7.2.5. Interior walls of elevators shall be stainless steel, unless noted otherwise in the Finish Schedule. Flooring shall consist of a slip resistant, crack resistant rubber or other approved material able to withstand the expected heavy load and usage. Ceramic tile floors shall not be allowed.

7.7.2.6. Elevator machine room HVAC shall be provided to maintain temperature and humidity between 55°F and 78°F with relative humidity not more than 85% non-condensing. The elevator contractor shall provide calculations for the total anticipated heat loads generated by all elevator machine room equipment.

7.7.2.6.1. Machine room HVAC must be positioned as approved by the elevator contractor and consultant. There shall be no drain lines or condensation allowing water in the machine room.

7.7.2.6.2. HVAC system is required to have an electrical disconnect lockable in the off position with proper safety labels including identifying source of power and purpose.

7.7.2.6.3. Remote systems shall have a thermostat inside the machine room.

7.7.3. Escalators

7.7.3.1. Transit duty

7.7.3.2. 42-inch wide steps

7.7.3.3. 3 flat steps at top and bottom

7.7.3.4. 100 feet/minute travel speed

7.7.3.5. Provide applicable guard rail along open side of escalator wherever the steps of the escalators are more than 30-inches measured vertically above adjacent floor meeting ISD requirements.

7.7.4. Ramps

7.7.4.1. Ramps shall comply with the requirements of the ADA.

7.7.4.2. Ramps shall be no less than 5-feet wide, clear between handrails.

7.7.4.3. Walking surface of ramps shall be slip resistant.

7.7.4.4. Handrails shall be provided along both side of the ramps and landings.

7.7.4.5. Walls along the ramp shall consist of low maintenance impact and abrasion resistant material with integral color to no less than 4-feet above finish floor.

7.7.5. Stairs/Egress

7.7.5.1. Stairs shall be provided in the Cruise Terminal as required for Life Safety Egress.

7.7.5.2. Egress stairways shall be clearly identified and shall include appropriate access controls (panic bars and alarms) for such.

7.7.5.3. Security access control shall be provided for all stairways access doors as per physical security design criteria.

7.7.5.4. Egress from the terminal to the waterside Secured Access/Restricted Access (SA/RA) area as required by the building department or the Fire Marshall shall be designated and

provided with Wayfinding Signage to direct the passengers/crew away from the terminal to an assembly area and hold them there until released back to the terminal or the site by PortMiami.

7.8. OVERHEAD BAGGAGE CONVEYOR

7.8.1.1. An overhead conveyor system shall be provided to bring screened and tagged baggage from the Baggage collection and screening area to the Baggage Sorting space. The conveyor system shall not penetrate or be over any CBP Primary or Secondary area without written approval from CBP. See Part 3, *Terminal Programing*, for additional information.

7.8.1.2. The baggage conveyance system shall begin after the baggage is processed through the scanners located in the baggage handling rooms. The conveyor shall lift the baggage from the ground level, transport to the sorting area and lower to the floor level in the sorting area.

7.8.1.3. The line may include both straight conveyors and belt power turns, as well as incline and decline conveyors, to move bags through the terminal building to a continuous flat-plate device.

7.8.1.4. The conveyors shall operate at a minimum 90-feet per minute (fpm); transport conveyors to the flat-plate devices may run at speeds up to 180-fpm, then slow down to 90-fpm to load onto the flat plates.

7.8.1.5. The flat plate device shall be a continuous loop no less than 100 feet long. The flat plates shall be at a level above the floor to allow easy removal of the baggage and such placed directly into the luggage bins/racks.

7.8.1.6. The conveyor system shall be enclosed and protected from the access by unauthorized personnel. The system shall be considered as part of the Secured Area/Restricted Access.

7.8.1.7. The conveyor system shall not hinder or block access by forklifts and personnel from the dock into the baggage laydown/claim or other adjacent area requiring forklift access.

7.8.1.8. Provide no less than 10-feet vertical clearance under the conveyor system.

7.9. MECHANICAL SYSTEMS

7.9.1. This Section describes the Design Criteria to be used for the mechanical systems for Cruise Terminal H . These criteria are intended to provide design requirements, while allowing the Design-Builder the ability to be innovative in developing the detailed Design Documents and in constructing the Project.

7.9.2. All Mechanical (Plumbing, HVAC, and Fire Protection) systems shall be designed and installed in strict compliance with this project Scope of Work and all applicable Codes and Standards. The project is required to obtain LEED "**GOLD**" or higher level rating so the design implementation will be energy efficient with sustainable design elements.

7.9.3. Design equipment installations such that all equipment shall be located in easily accessible locations for maintenance and replacement. Equipment shall not be located in areas visible to public. All mechanical equipment except chillers, wall mounted fans, and VAV terminal units shall be located in mechanical rooms. Locate split DX units serving communications/IT/Lan rooms so the indoor unit is outside the space it serves and is ducted into the room. Provide any required safety enclosures for service and maintenance personnel. All mechanical and plumbing systems shall comply with PortMiami design standards.

7.9.4. Energy Management System

7.9.4.1. A BACnet energy management system (EMS) shall be provided for control of the HVAC systems and lighting control systems in the Terminal. The control system shall allow for control of set points and occupancy schedules. It shall also monitor system status, including, but not limited to, equipment status and faults and filter status. The EMS shall also be connected to the building fire alarm system to monitor alarm status. Individual space temperature controllers shall be available in the spaces that allow for comfort control during occupied hours and can override occupancy schedules for a period of time. The control system shall be a stand-alone type direct digital control (DDC) system with a workstation for user interface. Provide utility metering at the EMS for electric, domestic water, and other utilities. IT, communication, and other critical area rooms shall have high temperature and humidity alarms connected to the EMS to notify maintenance personnel of system failure. The control system shall be manufactured by Trane, Siemens or Johnson Controls, and shall be interconnected and fully BACnet compatible with the existing Port-wide system.

7.9.4.2. The control system server shall be accessed using a Web browser over the control system network, the owner's local area network, and over the Internet. The intent of the architecture is to provide operators complete access to the control system via a Web browser. No special software other than a web browser shall be required to access graphics, point displays, and trends, configure trends, configure points and controllers, or to download programming into the controllers. The operator interface software shall be graphically based and shall include at least one graphic per piece of equipment or occupied zone, graphics for each chilled water and hot water system, and graphics that summarize conditions on each floor of each building included in this contract. Indicate thermal comfort on floor plan summary graphics using dynamic colors to represent zone temperature relative to zone setpoint.

7.9.4.3. The operator shall be able to configure trend sample or change of value interval, start time, and stop time for each system data object. Controller shall sample and store trend data and shall be able to archive data to the hard disk. Configure trends as specified in Section Sequences of Operation. Trends shall be BACnet trend objects.

7.9.4.4. System input and status objects shall be configurable to alarm on departing from and on returning to normal state. Operator shall be able to enable or disable each alarm and to configure alarm limits, alarm limit differentials, alarm states, and alarm reactions for each system object. Alarms shall be BACnet alarm objects and shall use BACnet alarm services. Operator shall be able to configure (by object) what, if any actions are to be taken during an alarm. As a minimum, the workstation or web server shall be able to log, print, start programs, display messages, send e-mail, send page, and audibly annunciate.

Operators shall be able to view all system alarms and changes of state from any location in the system. Events shall be listed chronologically. An operator with the proper security level may acknowledge and delete alarms, and archive closed alarms to the workstation or web server hard disk

7.9.4.5. Operator shall be able to select, to modify, to create, and to print reports and logs. Operator shall be able to store report data in a format accessible by standard spreadsheet and word processing programs.

7.9.4.6. Provide an adequate number of Building Controllers, Advanced Application Controllers, Application Specific Controllers, Actuators, and Sensors as required to achieve performance specified.

7.9.5. HVAC System

7.9.5.1. Design and installation shall be based on the use of highly energy efficient equipment, with corresponding components and electronic programmable controls in order to minimize energy use. All ductwork equipment shall be galvanized steel construction. Fans shall be fabricated with aluminum construction.

7.9.5.2. The air cooling requirements are to be met by the use of two (2) high efficiency Water Cooled Centrifugal Chillers, each sized for 75-percent of the total capacity required (one chiller and pump on stand-by) with variable primary pumping system. Provide two (2) chilled water pumps piped in a configuration to allow any pump to serve any chiller. Depending on the chilled water piping configuration, provide isolation control valves or a bypass as necessary. Chillers shall be manufactured by Trane, York or Carrier. Locate the chillers and chilled water pumps in the mechanical room. Locate the two (2) cooling towers on the roof above the MFPD. Screen the towers from view as indicated in the Schematic Drawings.

7.9.5.3. Chilled water design temperature shall be 44°F supply with a minimum 16°F temperature differential. Design piping systems with a maximum velocity of 10-feet/sec and a normal design pressure drop between 2-feet/100-feet and 4-feet/100-feet.

7.9.5.4. Air handling units shall be double wall construction with minimum 2" MERV 13 filters, six-row cooling coils with a maximum 500 feet/minute face velocity. Provide ultra-violet light sections for bacteria control. Heating shall be provided by electric heating coils in the terminal boxes. Provide CO2 sensors in high occupancy spaces for demand control ventilation and provide mixing boxes with outdoor air measuring stations to control outside air supply. Airside economizers will not be used.

7.9.5.5. Air handling units (AHUs) with chilled water coils shall be provided for air distribution. The number of AHUs provided will be based on space type, zoning, occupancy schedule and temperature control requirements. Separate air handling units will be provided for each main zone with separate Variable Air Volume (VAV) boxes for each thermal zone. Variable air volume systems with terminal control boxes will be provided for individual space temperature control in office areas and similar spaces. Single zone VAV may be used in large spaces with similar thermally equivalent zones.

7.9.5.6. **Indoor Design Temperature and Humidity Conditions:** The Table following presents the indoor design criteria for various spaces/rooms within Cruise Terminal H . See the CBP Standards for requirements in the CBP Primary and Secondary Processing Areas.

HVAC Systems Indoor Design Temperatures and Humidity *{Update Table/Room List}*					
Room/Space	**Summer Temperature**	**Winter Temperature**	**Humidity**	**Ventilation**	**Comments**
Offices, corridors, lobbies, occupied areas	72°F	70°F	<60% RH	ASHRAE 62.1	Comfort zone per ASHRAE 55
Conference Rooms	72°F	70°F	<60% RH	ASHRAE 62.1	Dedicated thermostat control
Special Group Area	72°	70°F	<60% RH	ASHRAE 62.1	Comfort zone per ASHRAE 55
Communication/Lan/IT rooms	68°F	68°F	30-60%	ASHRAE 62.1	
Electrical equipment rooms	78°F	55°F	Not Controlled	ASHRAE 62.1	
Toilet rooms	72°F	70°F	Not Controlled	ASHRAE 62.1	Exhaust at 50 cfm/unit minimum
Locker rooms	75°F	70°F	Not Controlled	ASHRAE 62.1	Exhaust at 0.25 cfm/sf
Break Rooms/Kitchenettes	72°F	70°F	Not Controlled	ASHRAE 62.1	Exhaust at 0.30 cfm/sf
Baggage Handling Spaces	72°F	70°F	<60% RH	ASHRAE 62.1	Comfort zone per ASHRAE 55
HVAC mechanical equipment rooms	78°F	>55°F	Not controlled	No	
Enclosed Exit Stairwells	Not Cooled	>55°F	Not Controlled		
Elevator Machine Rooms	78°F	>55°F	Not Controlled	No	
Janitor Closet	80°F	72°F	Not controlled	ASHRAE 62.1	Exhaust at 1.0 cfm/sf
Storage Closets	78°F	65°F	Not Controlled	ASHRAE 62.1	

7.9.5.7. Provide air curtains over all exterior overhead loading dock doors and baggage handling exterior doors.

7.9.5.8. Dedicated Split DX air-conditioning units with electric reheat shall be located in IT/Communication, and Telecommunication rooms to provide space conditioning. The units provide space cooling with a room setpoint of 68°F in summer, 60% maximum relative humidity. Winter heating setpoint will be 68°F with a minimum 30% relative humidity. Provide 1" disposable filters. Provide backup cooling if required by the PortMiami or the room data sheets from the base HVAC system with a cooling only terminal unit. Locate the indoor units outside the space it serves and locate outdoor condensing unit at ground level unless excessive refrigerant pipe length requires it to be located on the roof. CBP spaces shall have separate systems from the Cruise Terminal

7.9.5.9. All HVAC systems are to be provided with 100 percent back-up generator power. Coordinate with Electrical.

7.9.5.10. Mechanical ventilation shall be provided to all restrooms and locker rooms. Mechanical and Electrical rooms shall be conditioned to a maximum temperature of 78°F with dedicated air handling units.

7.9.5.11. All ductwork shall be of code grade galvanized sheet metal ASTM A527, G90 Coating Designation constructed and installed per SMACNA Standards. All ductwork shall be totally sealed during construction. Provide required insulation with vapor barrier to all air conditioning ductwork including supply, return and outdoor air intakes. Provide interior acoustic duct liner or double wall ductwork for the first twenty feet distance from the fan supply or return inlets. All return air shall be ducted return.

7.9.5.12. Ductwork Design Parameters shall be as follows:

7.9.5.12.1. Select maximum neck velocity for office ceiling diffusers and grilles at about 500 fpm, and 425 fpm or less for especially sound-sensitive offices. Process area supply and exhaust grilles select for a static pressure drop between 0.10 and 0.15-inch water column (WC) air pressure drop (APD) and noise criterion (NC) of not greater than 35. Return air and transfer grilles select for a static pressure drop between 0.05 and 0.08-inch WC APD and NC of not greater than 30. Supply, exhaust, and return grilles shall be placed such that airflow is not restricted.

Duct Design Criteria	
Location	**Maximum Duct Pressure Drop, inches WC/100 ft**
Supply air: upstream of TCU	0.25
Supply air: downstream of TCU	0.08
Supply flex duct	0.08
Return air	0.05
Return air flex duct	0.05
Exhaust air	0.08
Exhaust air flex duct	0.08
Location	**Maximum Duct Velocity, fpm**

Duct Design Criteria	
Supply air: upstream of TCU	2,000
Supply air: downstream of TCU	1,200
Supply air flex duct	600
Return air	1,000
Return air flex duct	600
Exhaust air	2,000
Exhaust air flex duct	600
Fume hood exhaust termination	3,000
Outside air	1,000
Material	**Duct Roughness Factor, e**
Aluminum	0.0001
Galvanized	0.0003
Flex	0.015
Other Duct Design Factors	
Air temperature	70°F
Site elevation	Sea Level

7.9.5.13. Air distribution shall be all aluminum 2' X 2' lay-in in acoustical ceilings, side wall grilles, or linear slot diffusers. 1-foot by 1-foot linear slot diffusers shall be used in gypsum board ceilings. All grilles shall have the air control damper at the flex connection to the main duct.

7.9.5.14. All outdoor installed equipment, air cooled chiller, exhaust fans and outside air intake construction and installation shall be FBC compliant. Outdoor coils shall have a corrosion resistant coating.

7.9.5.15. Equipment shall not be located on the roof except for the MFPD area. Exhaust fans shall be sidewall type.

7.9.5.16. Provide complete programmable DDC control system to include all HVAC functions.

7.9.5.17. BACnet Building Management System (BMS) to match and connect to existing Port-wide control system.

7.9.5.18. Upon completion, the Design-Builder shall provide a HVAC Test and Balance (T&B) Report by an independent organization. Indicate that T&B Report to be submitted to the Mechanical Engineer of Record (MEOR) and PortMiami for their review, comment and further acceptance.

7.10. PLUMBING SYSTEM

Complete sanitary waste and domestic water systems shall be designed to meet project requirements. Connections will be made to available sanitary collection system and water main provided outside the building perimeter. All piping shall be located above ceilings or furred spaces so as to not be visible within the building.

7.10.1. Domestic Water

7.10.1.1. The domestic water supply shall be supplied from the potable water supply. The supply riser shall be provided with a reduced pressure zone backflow preventer. Above ground domestic water piping smaller than 3-inch and shall be Type L copper with copper fittings. Domestic water 4-inch and larger shall be galvanized pipe with screwed joints. Below ground domestic water shall be Schedule 40 PVC. Maximum design velocity for cold water shall be 8 feet/second and for hot water shall be 5 feet/second.

7.10.1.2. Hot water shall be supplied by instant-on tankless type water heaters or tank type with recirculation pumps where required by the plumbing code. Provide hot water to all restrooms and janitorial sinks and required CBP spaces.

7.10.1.2.1. All hot water piping shall be insulated.

Fixture	Cold/Hot Supplied	Maximum Flow
Janitor Closet	Cold & Hot	3 gpm
Lavatory	Cold	0.25 gallon per metering cycle
Kitchen Sink	Cold & Hot	2.2 gpm
Urinal	Cold	1 gallon per flush
Water Closet	Cold	1.6 gallon per flush
Showers	Cold & Hot	2.5 gpm
Dishwasher	Hot	2.75 gpm
Water Cooler	Cold	8 gallons per hour
Hose Bibb	Cold	5 gpm

7.10.1.3. Water closets, urinals, lavatories, and water coolers shall be provided for the physically impaired as required by the applicable codes. Low flow fixtures shall be installed where possible to meet LEED certification.

7.10.1.4. Water closets and urinals shall be hard wired electronic flush valve type. Lavatories shall have hard wired electronic mixing valves. Water coolers shall be bi-level, one low and one high water dispenser.

7.10.1.5. Floor drains and hub drains shall be provided with automatic trap primers to maintain trap seal. Provide floor drains in mechanical rooms, restrooms, shower areas, fire pump rooms, janitor closets, and break rooms/kitchenettes. Locate restroom floor drains

under a toilet partition if possible. Slope floor to drains at 1/8" per foot minimum. Provide floor drains in all restroom and janitorial spaces and required CBP spaces.

7.10.1.6. Plumbing fixtures shall meet ADA (Americans with Disability Act) requirements.

7.10.1.7. Design and installation shall be based on water efficient (low flow) plumbing fixtures and fittings in order to minimize water use. Unless otherwise noted all plumbing fixtures are Vitreous China, American Standard, Kohler, Sloan (preferred), or approved equivalent.

7.10.1.8. All water closets and urinals shall be wall mounted with hardwired electronic Ecopower® high efficiency flushometer valve.

7.10.1.9. Provide hardwired operated faucets for all lavatories.

7.10.1.10. Recessed wall key operated Hose Bibb with vacuum breaker shall be provided about the exterior of the terminal, at no more than 100-foot spacing. Provide hose bibs in mechanical rooms and adjacent to the chillers. Provide make up water through a reduced pressure backflow preventer to the chillers.

7.10.1.11. Janitorial closet shall be provided with a 36" by 36" by 12" floor mounted Mop receptor with stainless steel cap, a wall mounted water efficient faucet with vacuum breaker and hot and cold control valves. Stern Williams or approved equivalent.

7.10.1.12. Provide Stainless Steel Hi-Lo Combination, ADA Compliant electric water coolers. Elkay or approved equivalent.

7.10.1.13. Provide sump pumps in the elevator and escalator pits and discharge to the storm water system through an oil water separator or holding tank as required by ISD. Provide a float switch with warning bell.

7.11. SANITARY DRAINAGE SYSTEM

Sanitary drain systems shall connect to the site sanitary sewer system. Above ground sanitary drain and vent pipe shall be no-hub cast-iron and sized in accordance with the International Plumbing Code. Above ground vent pipes shall be no-hub cast-iron or copper. Underground sanitary drain and vent pipe shall be schedule 40 PVC. The sanitary drain system shall be trapped and vented.

7.12. STORM WATER DRAINAGE SYSTEM

All roofs shall drain into the site storm water system. Inside storm drainage conductors and underground building storm drain pipe shall be cast-iron pipe. A separate secondary roof drain system shall be provided where the roof perimeter construction extends above the roof. The storm drainage piping shall be designed for no less than 4.7 inches/hour rainfall rate.

7.13. FIRE PROTECTION SYSTEM

7.13.1. Comply with NFPA Florida Fire Prevention Code.

7.13.2. The design shall include a new 8-inch (minimum) fire service main routed to the new fire pump room in the Terminal building M/E/P room. A post indicator valve (PIV) shall be provided

on the new fire service main. A double check backflow preventer shall be installed inside the new fire pump room where the fire service enters the new building. The fire pump shall be a horizontal split case electric driven unit with soft start controller, electric jockey pump, test header, Venturi flow meter, a by-pass, and other appurtenances required by NFPA 20. A fire department connection (FDC) shall be provided and located a maximum of 100 feet from a fire hydrant and located per the requirements of NFPA 13, NFPA 14 and the local AHJ.

7.13.3. A fire hydrant flow test shall be performed to determine the actual performance characteristics of the existing water system. The flow test shall be conducted per requirements of NFPA 291. The flow test shall be used to size the fire pump and the piping system.

7.13.4. Sprinkler and Standpipe System

7.13.4.1. The terminal building shall be protected throughout by a fully automatic wet pipe sprinkler system designed in accordance with NFPA 13 requirements. The system shall be hydraulically designed. Water velocity in the sprinkler piping shall not exceed 20 feet per second and a 10% pressure safety factor shall be required. The spare head sprinkler cabinet and Hydraulic Design Data Chart shall be installed next to the fire riser.

7.13.4.2. Terminal building Communications rooms, IT rooms and LAN rooms shall have wet pipe sprinkler systems with a sprinkler temperature rating of 212°F.

7.13.4.3. Above ground sprinkler piping shall be FM approved Schedule 40 carbon steel, electric resistance welded, ASTM A53. Provide galvanized pipe where exposed outdoors. Sprinklers exposed outdoors shall be corrosion resistant.

7.13.4.4. A lock box (Knox Box) shall be installed at the main entrance to the facility.

7.13.4.5. Installation of standpipes and hose systems shall be in accordance with NFPA 14 and shall be provided as required by NFPA 307.

7.13.5. Portable Fire Extinguishers

Fire extinguishers shall be provided throughout the facility per NFPA 10 requirements. Fire extinguishers shall be located in semi-recessed cabinets located near exterior egress from the facility, with additional locations as required by the 75-foot travel distance requirements in NFPA 10. Fire extinguishers shall be 10 pound A:B:C type

7.14. ELECTRICAL SYSTEMS

This Section describes the Design Criteria to be used for the electrical systems for the Cruise Terminal H Program. These criteria are intended to provide design requirements, while allowing the Design-Builder the ability to be innovative in developing the detailed Design Documents and in constructing the Project.

7.14.1. General: The electrical system shall be designed and installed with strict compliance with this project's Scope of Work and all applicable Codes and Standards, including applicable chapters of the Miami-Dade County Code. This project shall be required to attain "**GOLD**" or higher level rating under the LEED-NC rating system; therefore, the electrical system design and installation shall be based on the implementation of adequate energy efficient sustainable methods.

7.14.2. Power Distribution

7.14.2.1. Electrical distribution for Cruise Terminal H Program shall originate from a new FPL Vault provided by the Design-Builder with two independent medium voltage feeders. An automatic throw-over (ATO) switchgear will allow switching between the two FPL medium voltage feeders. Downstream of the ATO switchgear will be the service transformer. The Design-Builder shall be fully responsible for the design, permitting and coordination with FPL. Service voltage to the Terminal and site shall be 480Y/277-volt, 3-phase, 4- wire. It shall be the Design-Builder's responsibility to determine the required electrical service size. A main electrical room shall house the service entrance electrical distribution equipment.

7.14.2.2. The service transformer shall feed into switchboard type equipment with group mounted devices. Distribution and branch circuit panelboards will be used for power distribution to utilization equipment and wiring devices. Copper bussing will be used for all equipment. Provide a minimum of 20% spare capacity, 10% spare circuit breakers and 10% spaces in all distribution equipment.

7.14.2.3. Step-down transformers shall be dry type with 150°C temperature rise and suitable for floor mounting on a concrete housekeeping pad. Safety switches shall be of the heavy-duty type, fused or non-fused as required. Combination starters, solid-state reduced voltage starters or variable frequency drive controllers shall be used on mechanical and HVAC equipment, where reasonable, to reduce the overall energy usage of the systems.

7.14.2.4. All electrical outlets, unless noted otherwise, shall be duplex receptacles rated at 125V, 20 amperes and shall be provided in public and service areas to accommodate cleaning and maintenance operations and shall be located per NEC requirements.

7.14.2.4.1. In addition to providing receptacles per NEC requirements, provide specifically located receptacles as indicated in the Attached Table of Receptacles (Attachment A11) and noted elsewhere in the DCD.

7.14.2.4.2. Power requirements for TSA and CBP areas shall be designed in strict compliance with their respective guidelines.

7.14.2.4.3. A minimum of one receptacle shall be located in each space.

7.14.2.4.4. Convenience and workstation (minimum 2) receptacles shall be provided in all office and ticket counter areas. Coordinate location of receptacles to align with desks/work surfaces.

7.14.2.4.5. Ticket counter receptacles shall be connected to UPS circuits.

7.14.2.4.6. Provide electrical power and data outlet for all audio visual monitors. Locate outlet behind the monitor.

7.14.2.4.7. GFCI receptacles shall be provided within six (6) feet of sinks and other wet areas.

7.14.2.4.8. GFCI receptacles with weatherproof covers shall be located on the Terminal exterior adjacent to doors exiting the building.

7.14.2.4.9. Floor receptacles shall be installed flush with the floor surface. Receptacles in carpeted area shall include a flange to accommodate the carpet thickness. Floor box

shall be UL scrub water compliant and shall include a 180° round cover that is ADA compliant, with a hideaway egress door. Cover shall be coated with a fusion-bonded epoxy paint, color selected by PortMiami. Cover load rating shall be no less than 1,000 pounds.

7.14.2.5. Electrical rooms located on each level of the Cruise Terminal shall be shown on the Schematic Drawings. The rooms shall contain:

7.14.2.5.1. 480Y/277 volt distribution and branch circuit lighting panels

7.14.2.5.2. Dry-type transformers

7.14.2.5.3. 208Y/120 volt branch circuit panels

7.14.2.5.4. Fire Alarm Panel

7.14.2.5.5. Miscellaneous electrical and lighting control devices

7.14.3. **Passenger Boarding Bridges (PBB):** While the PBBs are self-contained units, electrical power is required for operation of the PBB when in position to access the ship.

7.14.3.1. Electrical power outlets for the connection of the Passenger Boarding Bridges shall be provided along the waterside face of the terminal and overhead boarding concourse at intervals not exceeding 50 feet.

7.14.3.2. The outlets shall provide 480V-3 Phase-200 Amp power supply/receptacle for hydraulic pumps and A/C for the PBB; and 120V-Single Phase, 25 Amp power supply/receptacle for lighting for the PBB.

7.14.3.3. The receptacle shall be wall mounted Ship-to-Shore System Model MB2003W by Hubbell-Marine. Coordinate with PortMiami to confirm receptacle and locations. Place receptacle 4-feet above the adjacent apron surface. Place 8-inch diameter by 36-inch high concrete filled pile bollard in front of receptacle for protection, but do not block use or NEC working clearance of receptacle. Paint color Red.

7.14.3.4. The D-Br shall coordinate with PortMiami to confirm the power requirements and connection type.

7.14.4. Standby Back-up Power

7.14.4.1. Provide a diesel-driven generator rated at 480Y/277-volt, 3-phase, 4- wire for providing standby/auxiliary power to the Cruise Terminal H by means of automatic transfer switch(es) (ATS) with manual bypass/isolation. The generator shall be in addition to emergency battery powered systems required elsewhere. Provide a UL-142 listed, state-approved remote/exterior bulk fuel storage tank of sufficient capacity for no less than 12-hours of generator operation at 100% load. A UL-142 listed and State approved day tank with a storage capacity of not more than 525 gallons (per Miami-Dade County Code) shall be located adjacent to the generator inside the Terminal. The Generator shall comply with Chapter 27 of the FBC.

7.14.4.2. The generator shall be placed in the Terminal near an exterior wall to allow combustion air to be drawn into the room and discharge of heat from the radiator through a sheet metal duct connected to a louver on the exterior of the Terminal. The generator exhaust will be through a critical grade exhaust silencer (75 dBA at 50 feet) piped from the

generator through an exterior wall. Consult with Port Operations and Maintenance for final approval of location.

7.14.4.3. It shall be the Design-Builder's sole responsibility to determine sizing of the generator set after a detailed load analysis is performed and applied to a generator sizing program. The total running load on the generator will not exceed 80% of the rated capacity of the generator or as recommended by the generator manufacturer.

7.14.4.4. The detailed load analysis shall include the creation of an electrical load vs. time chart for the proposed electrical service for a typical operational period of no less than two-weeks, with one week representing typical operating conditions during the summer season (maximum load) and the other week representing typical operating conditions during the winter season (minimum load). Consult with PortMiami to obtain this data for other existing terminals as reference information. The purpose for this analysis is to identify the range of load conditions that the proposed generator will be presented with and confirm the chosen generator will be able to safely and reliably support this range. This chart, along with the generator sizing program output, shall be provided to the Owner for review at each design milestone. Final versions of the load vs. time chart and generator sizing program output shall be part of the product submittal for the generator set.

7.14.4.5. The generator shall provide power 100 percent of the terminal requirements, including no less than:

7.14.4.5.1. All UPS systems

7.14.4.5.2. All emergency backup power systems

7.14.4.5.3. IT

7.14.4.5.4. Telecommunication

7.14.4.5.5. AT&T

7.14.4.5.6. 100-percent of U.S. Customs and Border Protection facilities

7.14.4.5.7. 100-percent of HVAC

7.14.4.5.8. 100-percent of modular, interior AHUs in mechanical, IT, and Telecommunication.

7.14.4.5.9. 100-percent of all elevators and escalators.

7.14.4.5.10. 100-percent of baggage and passenger scanning/screening equipment.

7.14.4.5.11. 100-percent of baggage conveyor

7.14.4.5.12. 100-percent of access control.

7.14.4.5.13. 100-percent of CCTV system.

7.14.4.5.14. 100-percent of security lighting

7.14.4.5.15. 100-percent Fire pump

7.14.4.5.16. 100-percent of two (2) Passenger Boarding Bridges.

7.14.4.6. Fuel tank shall be filled at Substantial Completion.

7.14.5. Uninterruptible Power Supply (UPS) System

7.14.5.1. Provide a double conversion UPS System with distribution network and facilities to include a UPS-fed 208Y/120-volt branch circuit panel on the check-in floor Electrical Room of the Cruise Terminal. This panel shall feed all ticket counter receptacles and selected telecom/MIS loads, as directed by PortMiami. The UPS system shall also feed other loads as specified in this document and any associated documents.

7.14.5.2. UPS and generator shall be coordinated through the use of the generator sizing program to ensure proper sizing of UPS and sequencing/operation of the back-up power system.

7.14.6. Voltages

All interior and exterior lighting loads shall be connected at 277 volts. All motor loads larger than ½-HP shall be connected at 480-volt, 3-phase, where feasible. Convenience receptacles, small appliance loads, and fractional HP motors less than ½-HP shall be connected at 120-volts.

7.14.7. Interior Lighting

7.14.7.1. Refer to the Schematic Lighting Drawings for the minimum requirement for lighting the spaces. Consult with PortMiami Operations and Maintenance for final lighting temperature color and CRI.

7.14.7.2. Illumination of the interior spaces shall be accomplished using direct, indirect and natural lighting meeting energy code and LEED requirements. LED light sources are required and shall meet Energy Star requirements. Lighting shall be sufficient to adequately illuminate port interior areas per the Illuminating Engineering Society of North America (IESNA) *IESNA Lighting Handbook*, and CBP requirements.

7.14.7.3. Design-Builder shall follow Lighting Power Density (LPD) requirements of Chapter C405 of the Florida Building Code/Energy, for both interior and exterior lighting.

7.14.7.4. Luminaires shall be placed such that proper maintenance can be performed without major scaffolding. Do not place luminaires above escalators or stairs.

7.14.7.5. An emergency power system shall provide power to emergency egress lighting and other legally required systems as for no less than 90 minutes as requried by FBC Chapter 27, *Electrical*, and NFCP 101, *Life Safety Code*, and NEC Article 700. The system shall provide electrical power. Emergency egress lights shall remain "on" continuously and double as "night lights" for after-hours security purposes. Emergency egress lighting shall be fed from a central lighting inverter system that is also backed up by the generator.

7.14.7.6. Lighting controls shall use one or more of the methods allowed by Chapter C405 of the Florida Building Code/Energy. Refer to the Attached Lighting Control Schematic Design Criteria.

7.14.8. Exterior Lighting

7.14.8.1. Refer to the Schematic Lighting Drawings for the minimum requirement for lighting the site. Consult with PortMiami Operations and Maintenance for final lighting temperature color and CRI.

7.14.8.2. Illumination of the waterfront, provisioning, and ground transportation area shall be sufficient to adequately illuminate port operations at any time during the day or night. Provide an illumination level of no less than 5 foot-candles average, maintained during all daytime and nighttime operations and 1 foot-candle maintained for security and night non-operational periods. Uniformity levels shall be no less than 4:1, average:minimum.

7.14.8.3. Dark or blind spots shall not be accepted anywhere on the site.

7.14.8.4. Lighting shall not interfere with safe vessel navigation.

7.14.8.5. Luminaires shall be provided with IESNA Outdoor Luminaire Environmental Classification system (BUG) U0 designation, as applicable, and shall be designed to reduce light pollution and meet LEED requirements. Lighting shall be provided dusk to dawn. Exterior lighting shall comply with the requirements of Chapter 8C of the Miami-Dade County Code for illumination levels.

7.14.8.6. Generally, lighting shall be mounted on light poles or suspended/mounted from the Cruise Terminal, sufficient for adequately illuminating terminal, the ground transportation area, and the waterfront. Lighting shall be directed downward and shall produce high contrast with few shadows. LED fixtures shall be provided for all exterior illumination and shall be suitable for use in marine environments. Lighting plans shall include dimensions and effective projected area (EPA), photometric data and plans, including zonal lumen data, average and minimum ratio, aiming diagram, and computerized candlepower distribution data. Light poles and foundations shall be suitable for the wind loads of the site.

7.14.8.6.1. Area lighting shall consist of lights mounted on poles no less than 30 feet tall. Poles 50 feet or more in height shall include a lowering mechanism. Coordinate with PortMiami for control method of exterior lighting (photocell and/or time clock).

7.14.8.7. Luminaires shall marine grade and shall be labeled to facilitate maintenance personnel to properly operate and maintain the lighting systems. The labels shall be easy to read when standing next to the equipment, and durable to match the expected life of the equipment to which they are attached. Provide labeled luminaires in accordance with UL 1598 requirements. Use Energy Star requirements for all lighting. Design shall comply with IESNA Recommended Practice Manual, Lighting for Exterior Environments.

7.14.9. Wiring Methods

7.14.9.1. Interior wiring shall be installed in electrical metallic tubing (EMT). Exterior wiring will be installed in PVC coated rigid galvanized steel conduit. Wiring below grade shall be installed in schedule 40 PVC conduits. All conduit will be UL-listed.

7.14.9.1.1. CBP security system data and power shall be run in RGS conduit while EMT may be used for access control, intrusion detection system & CCTV communication, per CBP Standards. Provide hardened conduit and lockable boxes as required by CBP Standards.

7.14.9.1.2. Minimum conduit size shall be 3/4 inch.

7.14.9.1.3. Metal-clad (MC) cable shall not be used.

7.14.9.2. All conductors shall be copper with THWN/THHN insulation, except as allowed by the Project Specifications. Provide solid conductors for sizes #10 AWG and smaller and stranded conductors for sizes larger than #10 AWG. For voice/data applications, plenum-rated cable will be allowed for runs above accessible ceilings.

7.14.10. Surge Protection Devices (SPD): Protection from transient voltages and surges shall be installed at the new service equipment and at the distribution equipment and low voltage panels serving non-linear loads and electrically sensitive equipment.

7.14.11. Grounding: Grounding shall consist of a copper ground loop around the building and connected to the building steel, service transformer, service entrance switchboard, generator, UPS, distribution panels and step-down transformers. Impedance of the grounding system shall be 5 ohms or less.

7.14.12. Lightning Protection: The Terminal and GTA Canopy shall be provided with a lightning protection system of the air terminal type in compliance with UL-96, LPI-175 and NFPA 780. This new system shall match the installation at existing adjacent buildings and will be provided with a UL Master Label Certification. A lightning protection plan drawing shall be included as part of the electrical drawing set.

7.14.13. Pedestrian Walkway

7.14.13.1. Power for the Pedestrian Walkway shall originate in Cruise Terminal H with normal and emergency branch panels located at the terminal end of the bridge. Step-down transformers shall be provided for 208Y/120 volt, 3 phase, 4 wire power for receptacles and other devices requiring low voltage power. The step-down transformers shall be fed from the branch lighting panels.

7.14.13.2. Lighting for the Pedestrian Walkway/Bridge shall be LED type designed specifically for exterior applications. Coordinate final color temperature and CRI with PortMiami Operations and Maintenance.

7.14.14. Fire Alarm and Detection System

7.14.14.1. Provide a Simplex/Grinnell Fire alarm system that is fully compatible with the existing systems at PortMiami.

7.14.14.2. The FA panel shall be microprocessor- based, addressable and electrically-supervised, and shall interface with the Garage Fire Alarm Panel.

7.14.14.3. Provide a public address/voice evacuation (PA/VE) for the Terminal.

7.14.15. Cathodic Protection Cathodic protection shall be provided for underground metallic raceways. The two cathodic protection systems utilized at ports are impressed and sacrificial. Impressed is generally used above the mean water line and requires regular monitoring. Sacrificial Anode is generally used below mean water line and is basically maintenance free. Sacrificial anodes shall be of sufficient size and quantity to protect the buried metal items for no less than 25-years before replacement.

7.14.15.1. Use of cathodic protection shall be incorporated into the Basis of Design Statement with a life cycle cost analysis.

7.14.15.2. Coordinate with PortMiami for incorporating cathodic protection for the project.

7.14.16. Telecommunications System: A complete raceway system of outlet boxes, conduit, and cabling shall be provided for the terminal building. System installation shall be performed in coordination with PortMiami Information Systems Division.

7.14.17. Video Displays in Terminal

7.14.17.1. Provide two Ethernet CAT6/6A cables installed and terminated at each video display. One run to the nearest PortMiami communication closet and secondary run to nearest Virgin Voyages communication closet.

7.14.17.2. Conduit sizing shall be no less than 1-inch in diameter.

7.14.17.3. Provide cabinet at each video display endpoint large enough to enclose display power supply brick, display set top box, and any other necessary display equipment.

7.14.18. Passenger Boarding Bridge (PBB)

7.14.18.1. Provide one (1) 2-inch conduit from NAP data closet to the passenger boarding bridge mezzanine. Provide one (1) 12-strand single-mode fiber and terminate in NEMA 3R non-metallic fan ventilated enclosure, minimum 18" x 16" x 10". Provide back panel, DIN rail kit, lock kit, and micro edge switch. Provide fiber splice and ribbon pigtail, and terminate LC fibers within enclosure. Provide one (1) 20A dedicated circuit.

7.14.18.2. Design-Builder shall provide industrialized IP67-rated Cat-6 jacks when installed in association with passenger boarding bridge, and provide matching industrialized patch cords.

7.14.18.3. Provide NEMA 3R non-metallic enclosure at no more than 10 feet intervals along the length of the PBB mezzanine sliding glass doors. Locate in the floor adjacent to the doors. Covers/lids shall be lockable and with a recessed insert to receive a piece of the matching floor cover material.

7.15. SECURITY SYSTEMS

7.15.1. PortMiami Security Systems (Access Control, Video Surveillance)

Access Control (ACS), and Video Surveillance (VSS) systems shall be provided for the Cruise Terminal. Scope of work shall be coordinated and approved by PortMiami Safety and Security Division and the Information Technology Department (ITD). Head-end equipment (control Panels, network video recorders, etc.) shall be located at the Terminal's PortMiami Main Distribution Facility (MDF).

7.15.2. Access Control

7.15.2.1. The Access Control System (ACS) of record at PortMiami is Lenel On--Guard Electronic Access Control. Access control readers shall be provided on all doors and elevators that form part of the security barrier between landside or public spaces and any secure identification areas which provide access to ships, ships stores, or any other adjacent

area designated as secure under the terms of the PortMiami Facility Security Plan (FSP) as approved by the Captain of the Port for the United States Coast Guard Sector Miami. Electronic access control shall also be installed at communications room doors, electrical, and mechanical rooms. Access control shall also be provided for any elevator providing direct access to the boarding concourse.

7.15.2.2. The Design-Builder shall provide Lenel BlueDiamond card readers with Pinpad at all door locations that do not require biometric authentication. These HID readers shall read the PortMiami identification card and the Federal TWIC credential and shall have met the security and functional requirements set by GSA's FIPS 201 Evaluation Program, and be fully HSPD 12/FIPS 201 compliant. Those doors that allow ingress and egress to the Terminal shall also be fitted conduit (power and communication) for possible later implementation of IDEMIA MorphoTrac biometric TWIC readers that integrate with PortMiami's TWIC credential authentication system.

7.15.2.3. Doors shall be fitted with electrified retractable door locks. If doors are not fitted with electrified door locks, electric strikes shall be used. Push to Exit Buttons or Presence sensors shall be used based on the PortMiami's desire. Door ajar sensors shall also be installed. Reader licenses, Lenel Intelligent Controllers and door controllers as well as any necessary PortMiami Cisco or Avaya Ethernet switches shall also be provided, programmed and integrated into the Ports' Lenel OnGuard access control system.

7.15.2.4. The Intelligent Controllers shall be connected to PortMiami Network via networking equipment (Cisco or Avaya network switches). The Intelligent Control Panels shall be located at the Terminal H PortMiami nearest MDF or IDF. Alarms shall annunciate locally through a horn/strobe, and shall also annunciate at the PortMiami Security Operations Center located at the Terminal via integration with PortMiami's current Physical Security Information Management System. Lenel Control Panels are requested to conform to PortMiami standards.

7.15.3. Video Surveillance

7.15.3.1. The Design-Builder shall provide digital cameras throughout the Cruise Terminal to include interior and exterior (site and wharf/apron), and shall provide network video recorders, camera licenses, storage arrays, and VSS network equipment (switches) for all cameras installed in the terminal, pedestrian bridge, garage, and exterior areas.

7.15.3.2. PortMiami maintains an existing video surveillance system. The Design-Builder shall coordinate with PortMiami for selection of compatible servers, storage, and cameras.

7.15.3.2.1. **Cameras:** The Design-Builder shall provide AXIS P3228-LVE Network Camera 4k fixed for indoor and outdoor dome and AXIS Q6128-E PTZ for indoor and outdoor. Cameras shall be installed and assign (run) to the nearest PortMiami IDF (located throughout the terminal). Cameras shall not be mounted on ceiling or walls without making use of camera mounts. Note: use only manufacturer's camera mounting kit, no fabricated camera mount allowed. Cameras shall be label and tagged using PortMiami IT labeling structure (which will be provided during installation). Labeling shall be weather proof to withstand high temperature and water (such as rain or pressure water washing) Cameras shall be powered by rack mounted POE power supply; PowerDsine PD-9524G/ACDC/M, 24 port 72 watt midspan module for fixed dome cameras

installation; PowerDsine PD_9612G/ACDC/M, 12 port 95 watt midspan module for PTZ cameras installation. Cameras shall be terminated and labeled to patch panels located in each IDF room or Communication Closet; each patch panel port shall be label with corresponding camera label/tag

7.15.3.2.2. **Cables:** Cables shall be Cat 6e purple (color), label and identify at both ends using PortMiami IT standards. Each cable shall be tested and certified (printed results), after installation, to show at maximum cable length and connection / wiring results. Cable termination shall use the T568B standard method.

7.15.3.2.3. **Conduits and Junction Boxes:** Conduits shall be minimum ¾" inch and rated to withstand industrial and salt water environments. Conduits installation (runs) shall following electrical code requirement. Junction boxes shall be sized to accommodate the camera cables following electrical code standard. J-boxes, housing camera cables, shall be colored purple and identified using PortMiami IT codes.

7.15.3.3. The Video Management System of record is Qognify-brand NiceVision. The standard camera manufacturer at PortMiami is AXIS Communications. The Design-Builder shall provide turnkey factory certified Network Video Recorders (NVRs), and properly sized network attached RAID 5 storage array/drives for all cameras installed in the terminal, garage, pedestrian walkway, and exterior areas. The NVRs will be connected to the Qognify AMS server via the PortMiami Network.

7.15.3.4. The NVRs shall be located at the PortMiami MDF. Video analytic alarms as identified and requested by PortMiami during the design phase shall annunciate at the PortMiami Security Operations Center located at Cruise Terminal G via integration with the PortMiamis' Physical Security Information Management System. The NVR manufacturer shall conform to PortMiami standards.

7.15.3.5. Design-Builder shall assume that video will be retained for a period of 30 days at 15 frames per second (fps) continuous (24x7) recording for every camera at 4k resolution.

7.15.3.6. Resolution for each camera is determined by the Camera Design.

7.15.3.7. **General Surveillance:** The General Surveillance Category satisfies viewing requirements for the Pre-board passenger waiting area. General Surveillance does not require detail on recorded video. You may be looking to see what a crowd is doing but do not need to recognize faces. General surveillance and detection requires a minimum of 6 pixels per foot.

7.15.3.7.1. **Passenger screening search area:** Minimum of two (2) cameras per lane showing passenger approach and exit from magnetometer and also capturing hand luggage in and out of the scanning machine. Secondary search tables shall each have a camera.

7.15.3.7.2. **Crew screening queuing area:** Minimum of two (2) complimentary viewing angles.

7.15.3.7.3. **Crew screening search area:** Minimum of two (2) cameras per lane showing crewmember approach and exit from magnetometer and also capturing hand luggage in and out of the scanning machine. Secondary search tables shall each have a camera.

7.15.3.7.4. **Escalators, ramps, and stairways (used by passengers):** Ensure Event Coverage category is used for trip and fall cases.

7.15.3.7.5. **Communications Rooms:** Provide a single camera within each PortMiami communications room (MDF and IDF) facing the door.

7.15.3.7.6. **Access Control Door:** Ensure cameras are covering secure side of the door

7.15.3.7.7. **Landside & Waterside Exterior:** Cameras shall provide general surveillance of these areas. Make use of Multi-Lens Technology (fixed 180 degrees camera for indoor and outdoor spaces and/or Fixed 360 degree cameras with attached PTZ for outdoor spaces).

7.15.3.8. Optimally cameras shall be mounted between 8 feet and 12 feet above finished floor.

7.15.4. <u>Customs and Border Protection (CBP) Security Systems</u>

7.15.4.1. Customs and Border Protection Security Systems (Intrusion Detection, Duress, Access Control, and Video Surveillance) shall comply with the CBP Standards. The systems shall be separate and independent of the PortMiami systems. All security in the CBP area shall be contained in one section in a hierarchical format (rather than spread across equivalent head levels). CBP Standards shall govern if any conflicts existing herein.

7.15.4.2. Intrusion Detection (IDS), Duress, Access Control (ACS), and Video Surveillance (VSS) systems shall be provided for the CBP Passenger Processing Areas. Work shall be coordinated with CBP. All Head-End equipment (Panels, Controllers, Network Video Recorders, etc.) shall be located at the Terminal H CBP LAN Telecom Room outside of the CBP OIT cage.

7.15.4.3. Intrusion Detection Panels, Duress Panels, Access Control Controllers and Network Video Recorders shall be connected on an exclusive intranet "network". The CBP CCTV system and Access Control System (ACS) are not to be connected to any other network, they are to be a stand-alone intranet, each exclusive of each other, requiring dedicated workstations for viewing/controlling each system (to be located in a secure area; LAN, Supervisor, CCC, etc.) to be determined after local CBP stakeholder input.

7.15.4.4. **<u>CBP Intrusion Detection:</u>** The Design-Builder shall provide monitoring on all points of entry into the CBP Passenger Processing, both landside and waterside. Provide glass break detectors to cover glass storefront doors and glass windows. Provide 360 degree PIR sensors inside the CBP LAN Telecom Room and other Rooms to be identified by CBP during the design phase. The IDS control panel shall be located at the CBP LAN Telecom Room outside of the OIT Cage. Alarms shall annunciate locally through a horn/strobe, and shall report to a 24/7 CBP monitored or UL certified monitoring service to be determined during discussions with local CBP and Office of Primary Responsibility (OPR) stakeholder input, and shall also annunciate at the PortMiami Security Operations Center located at the Cruise Terminal G. A DSC Control Panel is requested to conform to CBP standards.

7.15.4.5. **<u>CBP Duress Alarm System:</u>** Design Builder shall provide an Officer Duress System. Duress buttons will be concealed under the desk of every officer at the Primary and Secondary Passenger Processing Podium. Each podium will have an associated pole which is used to mount the audio horn and visual strobe light. The Duress System control panel shall

be located at the CBP Telecom Room outside of the OIT Cage. Alarms shall annunciate locally through a horn/strobe, shall report to a 24/7 CBP and PortMiami monitored or UL certified monitoring service and shall also annunciate at PortMiami Security Operations Center located at Cruise Terminal G. A DSC Control Panel is requested to conform to CBP standards.

7.15.4.6. **CBP Access Control:**

7.15.4.6.1. The Access Control System of record at CBP PortMiami is Identiv Hirsch Velocity Unlimited Edition Electronic Access Control System. Access Control Readers shall be provided on all doors and elevators that forms part of the barrier between landside or public spaces and any secure CBP controlled areas. Electronic access control shall also be installed at communications room doors and any other doors deemed necessary by CBP.

7.15.4.6.2. The Design-Builder shall provide HID card readers at all door locations that do not require biometric authentication. The HID readers shall read the CBP Access Control Identification Card and shall have met the security and functional requirements set by GSA's FIPS 201 Evaluation Program and be fully HSPD 12/FIPS 201 compliant.

7.15.4.6.3. Doors shall be fitted with push-to-exit devices or presence sensors (type delineated for each door by CBP) door ajar sensors and electric strikes (or magnetic locks when electric strikes are not feasible). Reader licenses, Hirsh Intelligent Controllers and door controllers shall also be provided, programed and integrated into CBP's Hirsh Access Control System.

7.15.4.6.4. The Intelligent Controllers shall be connected to the CBP Network. The Intelligent Control Panels shall be located at the CBP Cruise Terminal LAN Telecom Room outside of the OIT Cage. Alarms shall annunciate locally through a horn/strobe and shall also annunciate at the PortMiami Security Operations Center located at the Cruise Terminal G. Hirsh Control Panels are requested to conform to CBP standards.

7.15.4.7. **CBP Video Surveillance:**

7.15.4.7.1. The Video Management System of record is Qognify NiceVision. The standard camera manufacturer is AXIS Communications. The Design-Builder shall provide digital cameras throughout the Cruise Terminal , and shall provide turnkey factory certified network video recorders, camera licenses, properly sized RAID 5 storage array/drives, and network equipment (switches) for all cameras installed in the terminal, garage, pedestrian walkway, and exterior areas. The Network Video Recorders will be connected to the Nice Vision AMS Server via the CBP Network. The CBP Network for the CCTV system shall enable CBP only viewing (no Port access) of CBP operational activities and provides complete (100% coverage) of travelers from entrance through departure of the facility. Provide a single camera within the CBP IDF facing the door.

7.15.4.7.2. The Network Video Recorders shall be located at the CBP Terminal LANTelecom Room outside of the OIT Cage. Video Analytic Alarms shall annunciate at the PortMiami Security Operations Center located at Terminal H. The Network Video Recorder Manufacturer shall conform to PortMiami standards.

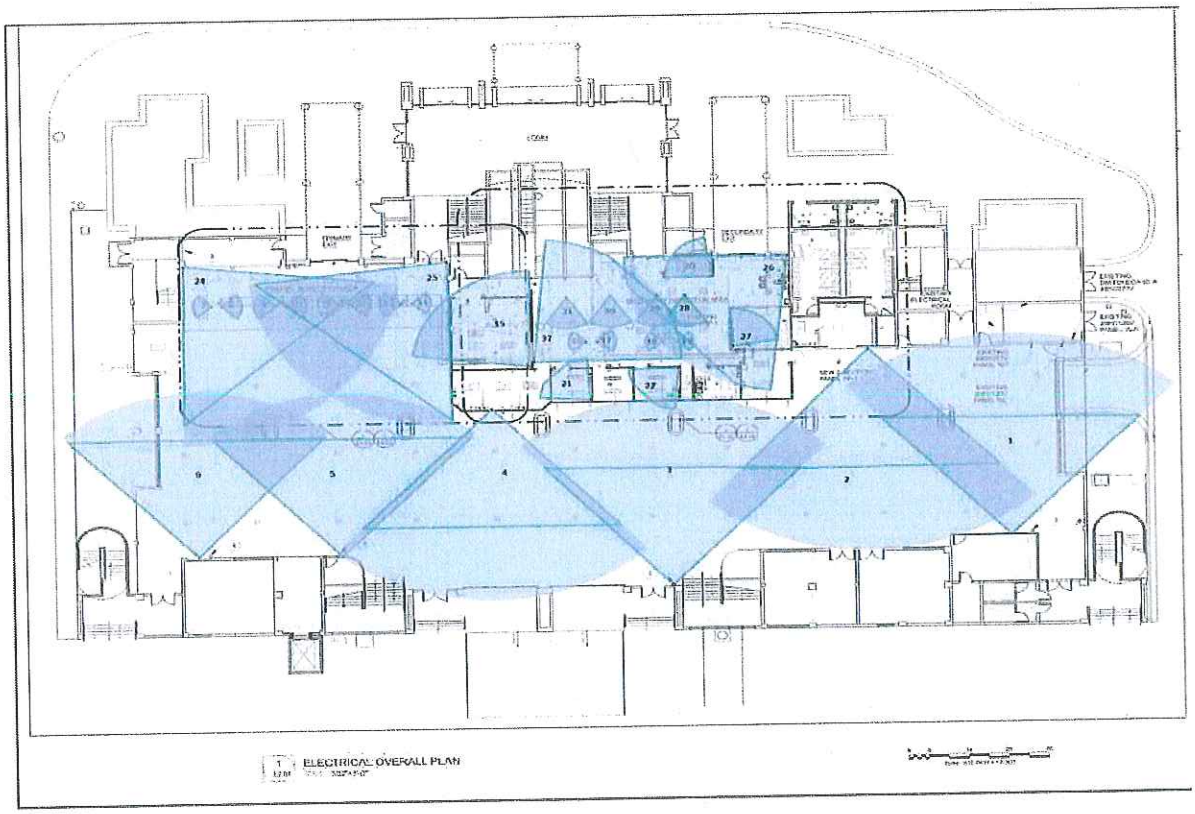
7.15.4.7.3. The Design-Builder shall assume that video will be retained for a period of 60 days at 15 frames per second continuous (24x7) recording for every camera.

7.15.4.7.4. The standard camera manufacturer is AXIS Communications. Resolution for each camera is determined by the Camera Design. The camera design shall include cameras mounted directly above the CBP Passenger Processing Podiums. Event Coverage is required for all CBP operational spaces. Cameras with separate microphones are required at various locations within the CBP footprint to record the Officer/Passenger interface, including but not limited to primary processing booths and podiums, secondary podiums and baggage exam counters, in addition to certain CBP detention area spaces.

7.15.4.7.4.1. The Event Coverage Category allow the viewer to see, record, and recognize images like car types and people, to provide the capability to review "after the fact" and determine exactly what happened. Detail shall be sufficient to enable the identification of an individual to be established beyond a reasonable doubt. Industry standard is 40 pixels per foot in optimal conditions. All cameras shall have audio recording capabilities.

7.15.4.7.5. Optimally wall mounted cameras shall be mounted between 8 feet and 12 feet above finished floor.

7.15.4.8. Sample/Schematic CBP Camera Placement Design (from PortMiami Terminal J)



7.16. NETWORK TELECOMMUNICATIONS INFRASTRUCTURE (INDOOR AND OUTDOOR PHYSICAL PLANT)

7.16.1. The Telecommunication infrastructure for Cruise Terminal H Program shall comply with the *PortMiami Telecom Infrastructure Specifications* (see Attachments). The CBP Telecommunication infrastructure for Cruise Terminal H Program shall comply with the CBP Telecom Infrastructure Specifications (see Attachments)

7.16.2. AT&T Building Infrastructure Pre-Requirements:

7.16.2.1. One (1) MDF room, no less than 5'W x 8'L x 8'H, with proper ventilation and an ambient temperature of between 60 and 90 degrees Fahrenheit. Provide lighting with an associated wall switch, sufficient to produce a uniform light intensity of 30-foot candles at floor level.

7.16.2.2. **Inside the MDF:**

7.16.2.2.1. Two (2) 2-inch PVC schedule 40 conduit underground to the east property line (exact ending location to be determined at a later stage)

7.16.2.2.2. One (1) fire rated backboard; 4'W x 8'Hh x ¾"T

7.16.2.2.3. One (1) NEMA AC 120v / 20 amp quad outlet w/ independent breakers

7.16.2.2.4. One (1) #6 AWG, insulated ground wire from the main electrical power ground into a multislot busbar.

7.16.2.2.5. One (1) – 1-inch metallic station conduit leading to each of the locations needing service. Terminated in a metallic electrical box equipped with a single, one gang mud ring inside each unit or tenant space with a dual AC 120v / 20 amp power outlet no more than 6 ft apart.

7.16.2.3. AT&T facilities that might need to be relocated (for full details and locations the D-Br should contact GEO manager Sandeep Bafna)

7.16.2.3.1. Four (4) manholes and duct system containing copper and fiber cables.

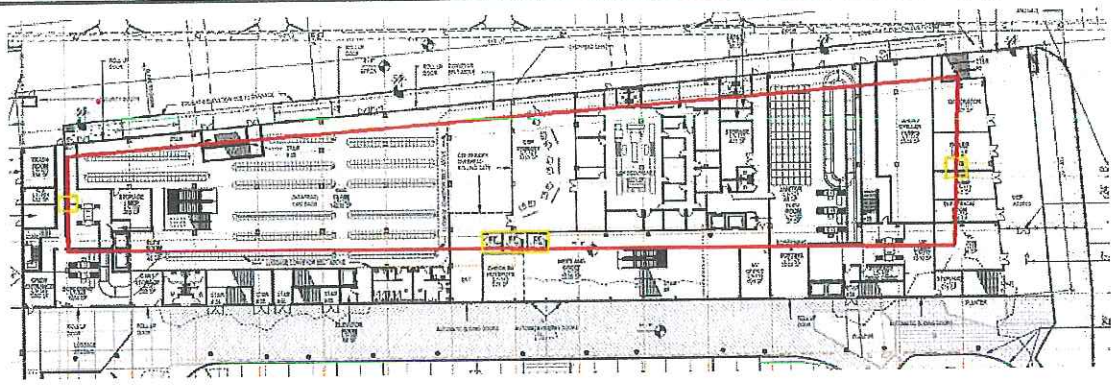
7.16.2.3.2. Feeding service to dock station 1 by pier 7 there is an existing buried 25 pairs copper cable terminated in a 10 pairs terminal

7.16.2.4. The project will be divided in two jobs:

7.16.2.4.1. One for the relocation of the AT&T facilities, if needed; and

7.16.2.4.2. One to provide service to the terminal so that Virgin Voyages and PortMiami can request any services needed after work completion.

7.16.2.5. The D-Br shall coordinate with PortMiami to advise AT&T of the start of design to allow AT&T to be begin design and coordination of their services to the terminal. The D-Br, with PortMiami, shall schedule a "kick-off" meeting with AT&T not later than 30-days after NTP.



7.16.3. **Indoor and Outdoor Wireless:** Provide indoor and outdoor wireless (WIFI) services via a Spectrum Analysis. Provide three (3) independent indoor and outdoor Wireless Systems (PortMiami, Virgin Voyages, and Multi-Tenant). Design Build team must take in to consideration all three (Port Miami Public Wi-Fi, Virgin and Multi-Tenant) Wi-Fi requirements and provide predictive survey / RF planning of coexisting radios within same space to avoid RF interference and ensure optimal signal coverage for all three systems. Port Miami and Multi-Tenant access point information is disclosed in the ITD Telecommunication Specification.

7.16.4. **BICISI Division 27 Specifications:** D-Br shall refer to *PortMiami Telecom Infrastructure Specifications* for Building Industry Consulting Service International Specifications applicable to the Project, including but not necessarily limited to:

7.16.4.1. Section 27 00 00 Communications

7.16.4.2. Section 27 05 28 Pathways for Communications Systems

7.16.4.3. Section 27 08 00 Commissioning of Communications

7.16.4.4. Section 27 05 10 Firestopping For Communications Systems

7.16.4.5. Section 27 11 13 Communications Entrance Protection

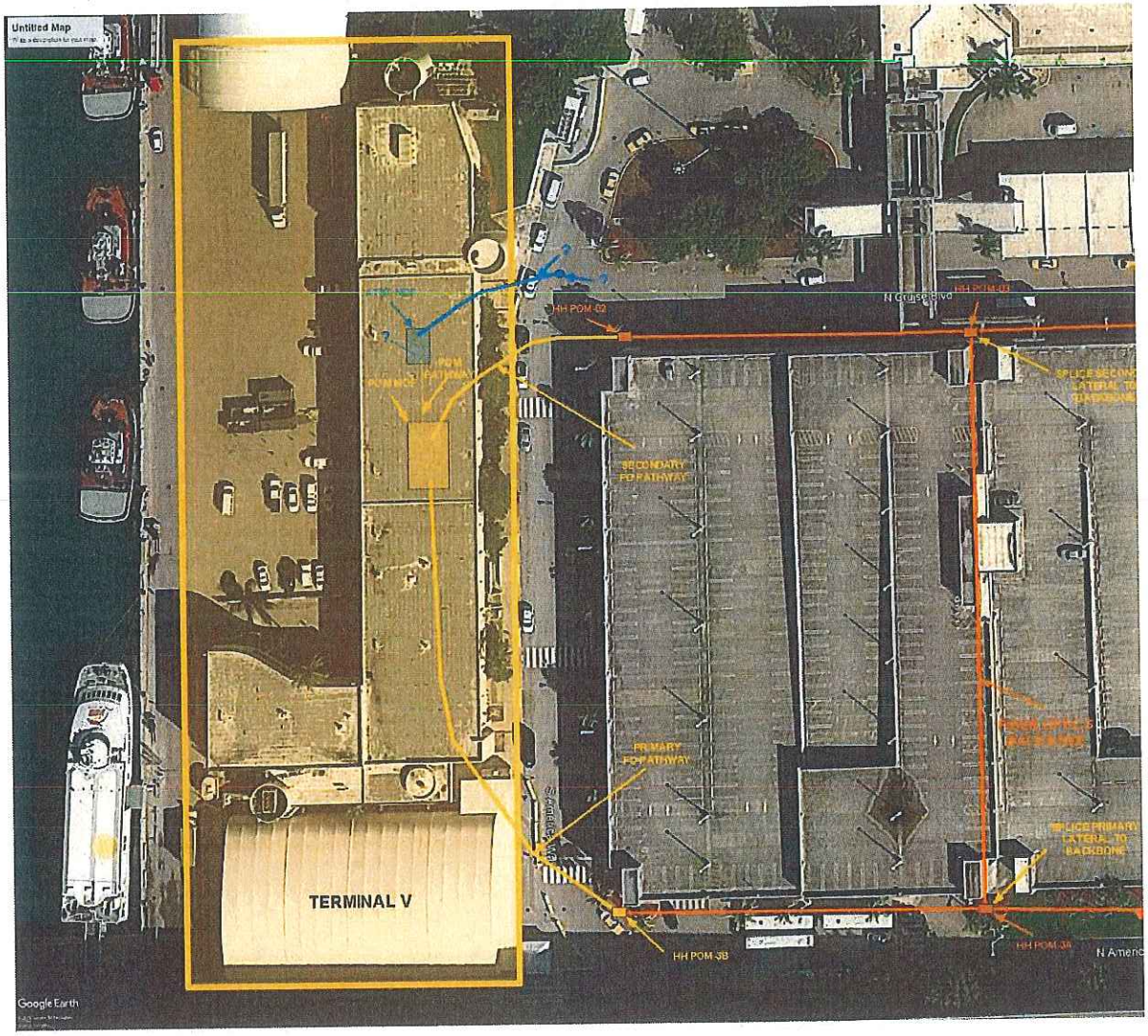
7.16.4.6. Section 27 05 26 Grounding and Bonding for Communications Systems

7.16.4.7. Section 27 05 53 Identification for Communications Systems

7.16.4.8. Section 27 11 16 Communications Cabinets, Racks and Enclosures

7.16.5. Enclosures for Ship to Terminal Network Connections (as many as necessary to accommodate ship doors) shall be aesthetically built into the Terminal.

7.17. CRUISE TERMINAL OUTSIDE PLANT (OSP) COMMUNICATIONS



ISP COMUNNICATION CONDUITS 2 x 2" (PROPOSED)
OSP COMUNNICATION CONDUITS 2 x 4" (PROPOSED)
OSP COMUNNICATION CONDUITS 3 x 4" (EXISTING)
OSP COMUNNICATION HAND-HOLE 48 x 36" (PROPOSED)
OSP COMUNNICATION HAND-HOLE 48 x 36" (EXISTING)
OSP COMUNNICATION CONDUITS (UNKNOWN)
OSP COMUNNICATION M-H/H-H (UNKNOWN)

7.17.1. The exact number of building entrance conduits shall be determined and approved by PortMiami upon considering the site and building requirements. Furnish and install typically two (2 x 4") building entrance conduits encased in concrete from the building main entrance or equipment room to the nearest telecommunications manhole or connection point. Two (2) individual and independent conduit bank runs of each, 2 x 4", set shall be installed to provide geographical diversity from the Terminal's Ground Level IDF to the adjacent or nearest building's communication hand-hole as per the above drawing (also see References R28 and R28.1).

7.17.2. Exact backbone conduit requirements shall be engineered by the D-Br and submitted to PortMiami for review and approval. Outside plant backbone pathways shall be typically comprise of two (2) 4-inch conduits typically. Exact backbone conduit requirements shall be engineered and approved by PortMiami.

7.17.3. Two (2) individual and independent conduit pathways (2 x 2") shall provide fiber optics connectivity between the PortMiami's Terminal MDF and the AT&T's MDF.

7.17.4. All bends shall be manufactured factory long, sweeping bends with a ten times the internal diameter of conduits larger than (4 inches).

7.17.5. Fiber optic cables and associated connecting hardware used for outside plant installations for Miami-Dade County shall conform to Section 6 and Section 7 of TIA/EIA-758, "Customer-Owned Outside Plant Telecommunications Cabling Standard", respectively. Any deviations from this requirement shall be agreed to and confirmed in writing by the Project Manager.

7.17.6. Grounding and bonding of pathways shall comply with applicable codes and regulations.

7.17.7. The number of cables placed in a pathway shall not exceed manufacturer recommendations or guidelines as described in the TIA/EIA Communications Standards.

7.17.8. Continuous conduit runs installed by the Contractor shall contain no more than two (2) 90-degree bends without utilizing appropriately sized pull boxes. If a previously installed conduit run not meeting the above-mentioned criteria is encountered, contact PortMiami.

7.17.9. Appropriate warning signs shall be placed on all inner-duct, conduits, maintenance holes and pedestals containing OSP cable. These signs include any safety hazard warning signs that are required for laser-based systems such that associated with fiber optic transmission systems.

7.17.10. The maximum cable pulling tensions shall not exceed manufacturer's specifications.

7.17.11. When pulling cable by any mechanical device (e.g., a winch) a dynamometer shall be used to ensure the maximum tensile strength is not exceeded. Any mechanical pulling device shall be equipped with clutches or shear pins to provide this assurance.

7.17.12. All fiber optic cable shall be routed in HDPE inner-duct unless otherwise specified.

7.17.13. New cables may not be pulled over an existing cable within an inner-duct.

7.17.14. The maximum cable bend radii shall not exceed TIA/EIA Guidelines and Standards specifications.

7.17.15. Fiber Optics Cable Fusion Splice Termination Pigtails inside the Main Computer Room (East and West Fiber Conduit Spans) will be conducted by PortMiami.

7.17.16. Fiber Optics Cable Fusion Splice outside the Main Fiber Backbone Maintenance-Holes/Hand- Holes (East and West Fiber Conduit Spans) will be conducted by PortMiami.

7.17.17. Fiber Optics Cable Fiber Characterization Test (End-To-End Power Loss, OTDR, Connector Loss) will be performed by PortMiami.

7.18. WAYFINDING AND SIGNAGE SYSTEM

7.18.1. The Design-Builder shall provide a Wayfinding and Signage system throughout the Cruise Terminal H Complex to efficiently direct, inform, and process users.

7.18.2. Signage for the Terminal shall comply with the *Gateway V Signage GMP Overview Design Criteria and Schematic Drawings* included in the References (R18). Other signage shall be in compliance with the PortMiami Wayfinding Project No. 02-RQAC-01, 100% Submittal – *Signage Standards/Guidelines and Design Development*, 05.31.2017, the CBP requirements for signage, and per the Florida Building Code.

7.18.3. The Design-Builder shall prepare a Cruise Terminal H wayfinding analysis by a professional with Wayfinding experience and submit to PortMiami for review and approval.

7.18.4. Provide an exterior entry sign at the entry to Cruise Terminal H and at the entry to the Cruise Terminal that identifies the Program and terminal as a prominent feature/focal point of a significant public place. The D-Br shall refer to the Schematic Drawings for the intent and vision of the PortMiami Architect and base his design on such. Submit the designs to PortMiami for approval.

7.19. AUDIO/VISUAL SYSTEM

7.19.1. The backbone of the system will be the Tripleplay family of IPTV, QSC audio of the Q-SYS range and Crestron for controls.

7.19.2. **Visual / Video:** The video delivery system of record at PortMiami is Tripleplay which a combination of IPTV video distribution and Digital Signage. The Design-Builder shall provide all necessary hardware, licensing and programming to integrate new displays into current system and connect devices to Tripleplay server over PortMiami's network.

7.19.2.1. **Controls:** The controls for the system shall be by Crestron touch panels allowing for local control for display content manipulation, channel selections, and powering on / off. Touch panels shall be 10 inches with features to include: voice recognition, web browsing, H.264 streaming video, built-in camera, Rava SIP Intercom, room scheduling, PoE+ network power, display and 5 soft-touch buttons.

7.19.2.2. Quantity: Minimum 4 touch panels to include mounting hardware.

7.19.2.3. Locations:

7.19.2.3.1. (1) rack mount on AV rack

7.19.2.3.2. (1) VV office

7.19.2.3.3. (1) Port Office

7.19.2.3.4. (1) Post Check In Waiting Area Port Miami staff to determine exact location

7.19.2.4. All displays shall use Tripleplay licensed BrightSign XT1144 supporting 4K Graphics, 4K HEVC Video, and Dual Video Support (4K/HD)

7.19.2.5. **Head End:** A Crestron processor shall be housed in AV rack in PortMiami network room. Processor shall include onboard 512MB and 4GB flash memory expandable storage up to 1TB, rear panel memory card slot, high speed USB 2.0 host port networked processor, one

RS-232 / 422 / 485 COM ports with hardware and software handshaking, eight IR / serial, eight-relay, and eight-versiport I/O ports.

7.19.2.6. **Display video walls:** The Design-Builder shall provide direct LED video wall systems with Tripleplay licensed BrightSign XT1144 devices as a source. Video walls to include curved, linear, and column wrap displays. Preferred manufacturers for linear displays is Absen and for curved or custom displays Nanolumens. The solution shall include a content management software to manage media and schedules. The proposed solution shall provide 24/7 high availability, fault-tolerance, security and ease of management. No single point of failures shall exist. The failure of any single component, whether hardware or software, shall not impact the system as a whole. Refer to the *VV Audio Visual Scope of Work* (Attachment A10) for additional requirements.

7.19.2.6.1. **Locations:**

7.19.2.6.1.1. Meet and Greet Level 1 Entrance Overhead – ticker size approximately 3'2"(H) x 33'(W) 10mm Pixel Pitch

7.19.2.6.1.2. Meet and Greet Level 1 bottom of escalator – large format approximately 20 columns 2'1"(W) x 36'(H) 10mm Pixel Pitch

7.19.2.6.1.3. VIP Level 1 Entrance Overhead – ticker size approximately 3'2"(H) x 19'(W) 10mm Pixel Pitch

7.19.2.6.1.4. VIP Level 1 Entrance Lobby – large format approximately 19'(W) x 9'(H) 6mm Pixel Pitch

7.19.2.6.1.5. VIP Level 3 Lounge – large format approximately 12'(W) x 13'(H) 6mm Pixel Pitch

7.19.2.6.1.6. Post Check In Waiting Area – (4) informational column wraps approximately 5'-6' in diameter

7.19.2.6.1.7. Post Check In-Waiting Area – overhead circular information

7.19.2.6.1.8. Display screens (reference VV doc)

7.19.2.7. **Displays:** Design-Builder shall provide a minimum of 14 - 4K high brightness LED displays with CEC or RS-232 controls with a minimum size of 55 inches. Displays are to be controlled by Tripleplay licensed BrightSign XT1144 device.

7.19.2.7.1. Locations

7.19.2.7.1.1. (6) Baggage Claim Level 1

7.19.2.7.1.2. (6) CBP-Security Area Level 2

7.19.2.7.1.3. (2) Biometric Screening Area Level 3

7.19.3. **Audio**

7.19.3.1. The audio system of record at PortMiami is the QSC range. The audio system shall include a multi-zoned back ground music (BGM) system with paging and pre-recorded announcement capabilities in all public areas of the terminal building, the pedestrian bridge, and drop-off / pick-up zones. This shall include equipment to make wireless paging from and

to any zone in the terminal. The Design-Builder shall provide all necessary hardware, licensing and programming.

7.19.3.2. Audio system will not be defined as a public address evacuation system but must mute when Fire System / Life Safety System is active.

7.19.3.3. Audio system to include various QSC loudspeakers, ceiling speakers, and subwoofers.

7.19.3.4. Audio system to be an extension of vessel's network but also serve as a standalone device when no vessel is in port.

7.19.3.5. **Controls:** The controls for the system shall be from a QSC touch panel allowing for full control of tracks and zone selection. The panel should be 7-inches with features to include: capacitive touch surface, 400 nits of brightness and POE.

7.19.3.5.1. **Quantity:** Minimum 3 touch panels, including mounting hardware.

7.19.3.5.2. **Locations:**

7.19.3.5.2.1. One (1) Virgin Voyages office

7.19.3.5.2.2. One (1) PortMiami Office

7.19.3.5.2.3. One (1) Post check-in waiting area PortMiami staff to determine exact location

7.19.3.5.3. Paging shall be conducted with QSC paging stations, and wireless announcement capabilities shall be readily available. Wireless RF antennae shall be distributed by the appropriate Shure wireless distribution unit, complete with the appropriate antennae on all three levels giving optimum coverage throughout each level. Paging stations shall be of the QSC series to feature push to talk capabilities, with no less than four (4) assignable buttons, programmable keypad, and POE.

7.19.3.5.3.1. **Quantity:** Minimum 4 paging stations to include mounting hardware.

7.19.3.5.3.2. **Locations**

7.19.3.5.3.2.1. (1) CBP Inspection – check in

7.19.3.5.3.2.2. (1) VIP Lounge

7.19.3.5.3.2.3. (1) VV office

7.19.3.5.3.2.4. (1) Port office

7.19.3.5.4. Audio power shall be from the QSC CX-Q amplifier series allowing for eight (8) independent channels capable of delivering a total maximum power of up to 4000W.

7.19.3.5.5. **Head end:** A QSC Digital Signal processor shall be housed in the AV rack in PortMiami network room with Video Controls Head end. Processor features include 8 audio I/O card slots that can be populated with any combination of Q-SYS I/O cards including bridge networks like Dante. External device controls, peripheral integration of devices to include amplifiers, touchscreens, paging stations, I/O channel expanders, and AV to USB Bridging devices.

7.19.3.6. **Zones:** All zones shall have the capabilities of BGM, pre-recorded message playback, and paging. Speakers shall be cabled and grouped into the following zones:

7.19.3.6.1. Level-1 Pick Up/Drop Off, Parking

7.19.3.6.2. Level-1 Loading-Deliveries

7.19.3.6.3. Level-1 Baggage Claim

7.19.3.6.4. Level-1 Dock Side Provisioning

7.19.3.6.5. Level-1 CBP Secondary

7.19.3.6.6. Level-1 Lobby Gallery

7.19.3.6.7. Level-1 VIP Entrance

7.19.3.6.8. Level-2 Garden Terrace

7.19.3.6.9. Level-2 CBP Inspection-Check In

7.19.3.6.10. Level-2 Marine Police-Fire Dept

7.19.3.6.11. Level-2 Offices

7.19.3.6.12. Level-3 Biometric Screening-Crew

7.19.3.6.13. Level-3 Post Check In Waiting Area

7.19.3.6.14. Level-3 VIP Lounge

7.19.3.6.15. **Sonic Experience:** Refer to the *VV Audio Visual Scope of Work* (Attachment A10) for requirements.

7.19.3.6.15.1. Locations:

7.19.3.6.15.1.1. Level-1 Lobby entrance

7.19.3.6.15.1.2. Level-2 Screening area

7.19.3.6.15.1.3. Level-3 Escalators

7.19.3.7. **Equipment:** See equipment matrix on attached document, *Virgin Voyages Audio Visual Scope of Work* (Attachment A10), for additional requirements.

7.19.4. **Virgin Voyages Audio-Visual Scope of Work and Technical Guidelines:** See attached *Audio-Visual Scope of Work and Technical Guidelines*, by Virgin Voyages (Attachment A10)

END OF PART 7 – SYSTEMS PROGRAMMING

END VOLUME II – DESIGN CRITERIA DOCUMENT

ADDENDUM NO. ONE

DATE:	March 27, 2019
DEPARTMENT:	PortMiami
ISD PROJECT NAME:	Design-Build Services for New Cruise Terminal H Program
ISD PROJECT NUMBER:	DB18-SEA-01
STEP 1 SUBMITTAL DATE:	April 9, 2019
CONSULTANT COORDINATOR:	Julie Whiteside

This Addendum is issued to clarify and/or modify the previously issued Request for Design-Build Services (RDBS), and is hereby made part of the RDBS. All requirements of the RDBS not modified herein shall remain in full force and effect as originally set forth. Please be sure to acknowledge receipt of this Addendum on Exhibit "J" – Acknowledgement of Addenda Form

CLARIFICATIONS:

1. **A revised version of downloadable *Section F, Experience and Qualification / Preference / Reference*, in *ISD Form 8DB* is available in BidSync. The revision allows more characters to be entered in some fields as needed. THE CONTENT REQUIREMENTS FOR THE FORM REMAIN THE SAME.**

MODIFICATIONS:

1. **Delete Section 3.7 STEP 2 EVALUATION/SELECTION PROCESS in its entirety, and replace with the following:**

3.7 STEP 2 EVALUATION/SELECTION PROCESS

At the Step 2 CSC meeting, each of the Advancing Firms will participate in oral interviews, which consists of a Design-Builder team presentation, followed by a question and answer period. Design-Builders will be evaluated based upon the criteria set forth in Section 3.8, Step 2 Selection Criteria. The order of oral presentations for the short-listed firms will be based on the reverse order of final ranking from the Step 1 meeting.

Upon completion of the Step 2 scoring, the Proposed Base Price and bid bond shall be read into the record. The Design-Builder's proposed price will then be divided by their respective total CSC's Step 2 scores, to obtain the Adjusted Bid. If an Alternate Technical Proposal is selected by the CSC, the Proposed Price for that Alternate will take the place of the Proposed Base Price in the calculation of the Adjusted Bid. Local preference and tiebreakers, if applicable, will be applied to the Adjusted Bid. In the event of a tie in the Adjusted Bid, the first tie-breaker will be the Design-Builder with the highest total score for Step 2, Criteria 1B. If the ranking continues to be tied, the second tie-breaker will be the Design-Builder with the highest total score for Step 2, Criteria 2B. Should a tie still exist, the third tie-breaker will be the Design-Builder with the highest total score for Step 2, Criteria 3B.

On the day of the oral presentations, all presenting Teams are required to provide the County, in an electronic format, a copy of all materials to be shown/presented during the oral interview.

2. **Delete Section 3.8 STEP 2 SELECTION CRITERIA in its entirety, and replace with the following:**

3.8 STEP 2 SELECTION CRITERIA

Technical Proposals will be evaluated as set forth below. A Design-Builder may receive up to the maximum one hundred points (100 points) from each Competitive Selection Committee member or a portion of this score depending on the merit of its submittal, as evaluated by the Competitive Selection Committee member in accordance with the following criteria:

Step 2 Selection Criteria		Maximum Points
1B.	Project Design Approach	40
2B.	Project Construction Approach	40
3B.	Ability to Provide Required Services within Schedule and Budget	20
	TOTAL MAXIMUM POINTS	**100**

Criterion 1B: Project Design Approach - Point value will be based upon the evaluation of the project concept offered in the proposal including, but not limited to, the evaluation of design, phasing and the services required in the design criteria package, and for specified projects, permitting requirements and the functional, programmatic and/or performance specifications set forth in Volume 2, design criteria package, as applicable. This criterion will also include an evaluation of the Design-Builders scope of work including, but not limited to, studies performed that affect this project, key design elements and effects on the community involved.

Criterion 2B: Project Construction Approach - Point value will be based upon the evaluation of the constructability, phasing of the work staging and sequencing, managerial approach, environmental control methods, work quality control, safety and construction schedule and understanding and awareness of permitting requirements.

Criterion 3B: Ability to Provide Required Services within Schedule and Budget - Point value will be based upon the evaluation of the Design-Builder's overall management approach including experience in scheduling projects, systems that will be used to keep track of the project schedule, cost control, quality assurance, quality control, issues and methods employed to avoid cost overruns and project delays and Design-Builder's capability to provide the appropriate personnel and equipment to efficiently carry out the requirements of the Work.

At the Step 2 meeting, the CSC will submit their scores to the A/E Coordinator. The A/E Coordinator shall record the scores for each Design-Builder and read the information into the record. The scores are totaled and local certified veteran business enterprise preference, if applicable, will be applied.

QUESTIONS AND ANSWERS:

Q1. Please clarify if the documents that comprise the proposal, should be submitted, either:

1. Exhibit A to be filled in on line, since it is a Web based form; and all other documents (and Exhibits) in PDF form, uploaded to BidSync, OR
2. Exhibit A to be filled in on line, since it is a Web based form; any other document that also shows in BidSync as Web based to be filled in on line, and all other documents and Exhibits in PDF form, uploaded to BidSync

A1. Exhibit A is the only web-based form that is required, and it must be filled out online. All other items, including forms, required in Section 2.4 of the RDBS must be submitted as part of the proposal in PDF format.

Q2. Please confirm that the pre-submittal meeting is on March 12th at 10 a.m. We just received an email from the SBD and it indicated that the pre-submittal meeting is on March 13th at 10 a.m.

A2. The Pre-Submittal Project Briefing is scheduled for March 12th at 10 AM as specified on page one of the RDBS. The date indicated in SBD's initial email was incorrect, however, they have since issued a correction to that email. (This answer has been previously published in BidSync)

Q3. Is there a tentative budget available for this project?

A3. Budget was provided as part of the RDBS.

Q4. RDBS Page: 30 & 31 of 39
Division: 2.4 Step 1 Format and Contents
Question:
The subsection lettering begins with "a" on page 30 and progresses to "h" on page 31, which is then followed by another "b" and "c" will a re-lettering be issued for the second "b" and "c" (on Page 31)?

A4. At the bottom of page 31 of the RDBS, subsections "b" and "c", should be labelled as "i" and "j". Please disregard this error.

Q5. RDBS Page: 4 of 39
Title: Attachments Denoted Below are Applicable to Step 1 and Step 2
Question:
Is the title of this listing be interpreted as all information in Exhibits "A" through "G" will be required for Step 1 and Step 2? If so, Division 2.4 Step 1 Format and Contents (on Page 30) does not indicate where to include the following forms; where should they be included?
Exhibit "A", ISD Form No. 5 "Lobbyist Registration for Oral Presentations;
Exhibit "A", ISD Form No. 9 "Fair Subcontracting Practices;
Exhibit "C", Form RFTE 2 Residents First Training and Employment Program & Community Workforce Program & Construction Workforce Plan;
Exhibit "D", U.S. Department of Labor Payroll Form.

A5. No, the exhibits listed on page 4 are not to be interpreted as submittal requirements for Step 1 and Step 2. Submittal requirements for Step 1 can be found in Section 2.4, and submittal requirements for Step 2 can be found in Section 3.6.

ISD Form No. 5 - Lobbyist Registration for Oral Presentations is a Step 2 submittal requirement (see page 36);
ISD Form No. 9 - Fair Subcontracting Practices is a requirement for negotiations/contract award and will be requested during that time;
Form RFTE 2 - Residents First Training and Employment Program & Community Workforce Program & Construction Workforce Plan is a requirement for negotiations/contract award and will be requested during that time; and
U.S. Department of Labor Payroll Form is a post-award requirement and will be requested during that time.

Q6. RDBS Page: 27 of 39 - - AND - - ISD Form 8DB
Division: 2.1 Experience and Qualifications - - AND - - Section E Table of Organization (8DB)
Questions:
Division 2.1 Experience and Qualifications, question 3 indicates that there are only two "Key Personnel" that must be named, a. Lead Construction Manager and b. Assistant Lead Construction Manager; Form 8DB, Section E asks for a "Table of Organization" and "Resumes for Key Personnel" (in addition to the contractor's license)

1) Is there a limit to the positions listed on the Table of Organization?
2) Can additional positions have named personnel on the Table of Organization?
3) Can resumes be included for additional named personnel?

A6. 1) No, there is not a limit to the positions listed in the Table of Organization.
2) Yes, additional positions may be named and personnel listed in the Table of Organization.
3) Yes, resumes should be included for all named personnel.

Q7. On page 9, Section 1.3 mentions that the Design-Build Team shall provide an analysis of Sustainable Systems and LEED certification (in Gold). Additionally, on the same page section makes mention that all new construction projects shall be required to attain Silver or higher certification (also written on page 20 section 1.19). Please advise what is the minimum level of LEED certification to be attained.

A7. A minimum of LEED Silver is required per County Ordinance. A LEED Gold certification may be required in the technical documents issued with Step Two of the solicitation process. Any modifications to the required LEED certification will be addressed in the Design Criteria Package.

Q8. On page 10, Section 1.4 itemizes Milestone #1 and Milestone #2; however no description of what is included in each Milestone is provided in the Bid Documents. Please identify what scope of work will each Milestone encompass.

A8. Milestones No. 1 and No. 2 are defined in this section. Milestone No. 1 shall be achieved on or before September 20, 2021 and it represents the Substantial Completion date. If the Design-Builder does not achieve Substantial Completion by the established Substantial Completion Contract Date, Liquidated Damages will be assessed as described in Milestone No. 1. If the Design-Builder still has not achieved Substantial Completion by the Milestone No. 2. date of November 1, 2021, Liquidated Damages will be assessed as described in Milestone No. 2.

Q9. On page 13, Section 1.8e states that the cost of the Bonds shall be included in the Bid. Please confirm that the Bond Cost is not to be included part of the Price Proposals but as a standalone item.

A9. No, the cost of the Bonds shall not be shown as a separate line item, but it should be included in your Bid amount.

Q10. On Page 14, Section 1.10 refers to the SBE-A/E Goal at 18.5%. Please confirm the goal is to be based off the Price Proposal for the Design and not on the entire Contract amount.

A10. The SBE-A/E 18.50% goal is applied to the estimated A/E Design cost.

Q11. On Page 14, Section 1.10 refers to the SBE-CON Goal at 8.91%. Please confirm the goal is to be based off the Price Proposal for the Construction and not on the entire Contract amount.

A11. The SBE-Construction 8.91% goal is applied to the estimated Construction cost.

Q12. On Page 14, Section 1.10 refers to the SBE-G&S Goal at 4%. Please confirm the goal is to be based off the cost of items identified as Goods & Services.

A12. The SBE-Service 4% goal is applied to the estimated Construction cost.

Q13. On Page 10, the first paragraph on the page ends in a comma and not a period. Please advise if something was missed or if the comma was meant to be a period.

A13. The first paragraph and the second paragraph need to be combined. The second paragraph, starting with "Telecommunications/AV/IT" is a continuation of the first paragraph above. No information is missing.

Q14. On page 35, Section 3.5 makes reference to the Alternate Proposals and their ruling during the Oral Interviews. Please confirm that the Scoring will not influenced by the Alternate Proposal and only by the Base Proposal.

A14. If an Alternate Proposal is selected and validated by the CSC, then the Step 2 scoring will be based on that Alternate Proposal. If an Alternate Proposal is not selected and validated, then the Step 2 scoring will be based on the Base Proposal.

Q15. Please confirm that the Bid Bond is calculated on the Base Proposal excluding all Allowances.

A15. Yes, the Bid Bond is calculated from the Base Proposal amount, as indicated in Exhibit H and as defined in Exhibit K.

Q16. We believe Exhibit G - Public Involvement (provide a plan), is not applicable to this RDBS, or not required under Step 1.

If this is not the case, please provide us the intentions, details, examples and requirements on how to fulfill Exhibit G. Since those listed components are related to homeowners, businesses and schools, county commission offices, municipal commission and city managers offices, affected by design and construction. Which we believe none of these components are related to this RDBS.

A16. A public involvement plan is not being requested at this time. Compliance with Implementing Order 10-13 is required after contract award and will be addressed at that time.

Q17. What are the roles of the program manager, design criteria, conceptual design architect and how will they interface with the D/B team?

A17. The Design Criteria Professional is the entity (entities) employed by Miami-Dade County to provide professional A/E services in connection with the preparation of the design criteria package. The Conceptual Design Architect is the entity (entities) employed by the cruise line stakeholder to provide professional architectural services in connection with the design criteria package. The Program Manager serves as the owner's representative and oversees compliance with the requirements stipulated in the RDBS documents. The Design-Builder must adhere to all

requirements as set forth in the RDBS, and interface with these teams may occur as it relates to compliance with the design criteria package and RDBS documents.

Q18. Has US Cost verified and updated the project budget based on the Virgin Voyages concept drawings prepared by Arquitectonica (for the terminal alone)?

A18. US Cost has not been involved and has not participated in any aspect of this project.

Q19. For the STEP 1 Selection Criterion 4A: Amount of Work Awarded and Paid by the County, what are the dollar ranges for each score criteria (1-5)?

A19. Criterion 2A does not have dollar ranges for score criteria.

Q20. What method or report will determine STEP 1 selection Criterion 4A Amount of Work Awarded and Paid by the County?

A20. The Dollar Awarded and Paid (DAP) Report is provided to the Competitive Selection Committee (CSC) members during the Step 1 Meeting. The CSC will use the DAP report to assign point values for Criterion 4A.

Q21. Is ISD Form No. 5 – Lobbyist Registration for Oral Presentations required for Step 1?

A21. Please refer to A5 above.

Q22. Is ISD Form No. 9 – Fair Subcontracting Practices required for Step 1?

A22. Please refer to A5 above.

Q23. Is Form RTFE 2 – Residents First Training and Employment Program & Community Workforce Plan, required for Step 1?

A23. Please refer to A5 above.

Q24. Is the U.S. Department of Labor Payroll form required for Step 1?

A24. Please refer to A5 above.

ALL OTHER PROVISIONS OF THE ORIGINAL "REQUEST FOR DESIGN-BUILD SERVICES" REMAIN UNCHANGED.

c: Gyselle Pino, PortMiami
Jacqueline Carranza, PortMiami
Clerk of the Board

ADDENDUM NO. TWO

DATE:	May 7, 2019
DEPARTMENT:	PortMiami
ISD PROJECT NAME:	Design-Build Services for New Cruise Terminal H Program
ISD PROJECT NUMBER:	DB18-SEA-01
STEP 2 SUBMITTAL DATE:	July 8, 2019
CONSULTANT COORDINATOR:	Julie Whiteside

This Addendum is issued to clarify and/or modify the previously issued Request for Design-Build Services (RDBS), and is hereby made part of the RDBS. All requirements of the RDBS not modified herein shall remain in full force and effect as originally set forth. Please be sure to acknowledge receipt of this Addendum on Exhibit "J" – Acknowledgement of Addenda Form

MODIFICATIONS:

1. Delete Section 3.1 – Design Criteria Package Availability, in its entirety and replace with:

   The design-criteria package is available to the Design-Builder's* of the Shortlisted Firms starting on May 8, 2019, for a non-refundable fee of fifty dollars ($50.00) payable to Miami-Dade County Seaport Department at the following location:

   PortMiami
   1001 N. America Way, Suite 311
   Miami, FL 33132
   Contact: Lizette Sobalvarro, PortMiami; Lizzette.sobalvarro@miamidade.gov; 305-329-4040

   *Due to confidentiality and security protocol, the design-criteria package will only be available to the Design-Builder of Shortlisted Firms, and the attached Request for Release will be required.

2. Delete Section 3.4 – Step 2 Schedule, and replace with:

   The anticipated schedule for the Step 2 is as follows:

Pre-Submittal Project Briefing/Site Visit for Advancing Firms:	**May 16, 2019** **Site Visit: 9:30 A.M. – 10:00 A.M.** **Briefing: 10:30 A.M.** **1015 North America Way, 5th Floor Conference Room**
Deadline for receipt of questions for Step 2 – Technical and Cost Proposal:	**May 24, 2019 at 6:00 P.M.**
Step 2 Submittal Deadline	**July 8, 2019 at 6:00 P.M.**
Step 2 CSC Meeting (oral presentation)	**August 1, 2019**

3. Delete Section 3.9 – Recommendation to the County Mayor or County Mayor's Designee to Initiate Negotiations, in its entirety and replace with:

The CSC will make its final recommendation to the County Mayor or County Mayor's designee that a contract be negotiated with a responsive and responsible Design-Builder with the ~~highest ranked~~ lowest Adjusted Bid, inclusive of local preference and tiebreakers, if applicable. The three responsive and responsible teams (if three responsive and responsible teams submitted a technical and price proposal) with ~~highest ranked~~ the lowest Adjusted Bids will be recommended to the County Mayor or County Mayor's designee, in order of preference, for his or her review and concurrence. In the event that the County, in its discretion, determines that the ~~highest ranked~~ lowest Adjusted Bid does not represent the best value to the County, the Design-Builder representing the best value shall be ranked higher. This re-ranking shall be reserved to instances where: a) the price is determined to be artificially low and not reflective of the true anticipated project cost; b) the Design-Builder through its submission and/or price appears to have misunderstood the scope of the project or the required services; c) there is a large price discrepancy between responsive and responsible Design-Builders, where the County determines that the County may receive the necessary services at a much lower price; and d) upon application of such other factors as the CSC may set forth in writing, the County effectively determines that the re-ranking is in the best interest of the County. The Design-Builder with ~~highest ranked~~ the lowest Adjusted Bid or the Design-Builder providing the best value to the County shall be recommended for negotiations. Upon the County Mayor or County Mayor's approval, the County shall enter into negotiations with the recommended Design-Builder.

ALL OTHER PROVISIONS OF THE ORIGINAL "REQUEST FOR DESIGN-BUILD SERVICES" REMAIN UNCHANGED.

Attachment: Request for Release of Building Plans Form

c: Gyselle Pino, PortMiami
Clerk of the Board

ADDENDUM NO. THREE

DATE:	May 13, 2019
DEPARTMENT:	PortMiami
ISD PROJECT NAME:	Design-Build Services for New Cruise Terminal H Program
ISD PROJECT NUMBER:	DB18-SEA-01
STEP 2 SUBMITTAL DATE:	July 8, 2019
CONSULTANT COORDINATOR:	Julie Whiteside

This Addendum is issued to clarify and/or modify the previously issued Request for Design-Build Services (RDBS), and is hereby made part of the RDBS. All requirements of the RDBS not modified herein shall remain in full force and effect as originally set forth. Please be sure to acknowledge receipt of this Addendum on Exhibit "J" – Acknowledgement of Addenda Form

MODIFICATIONS:

1. Delete the following from Section 3.4 – Step 2 Schedule, anticipated schedule for the Step 2:

   Step 2 CSC Meeting (oral presentation) August 1, 2019

   And replace with the following:

   Step 2 CSC Meeting (oral presentation) **August 6, 2019**

2. Delete Reference Document – R5. Geotechnical Report for Port Miami, of the Design Criteria Package, and replace with the revised Geotechnical Report dated May 8, 2019, contained in the below link:
   https://www.dropbox.com/s/8ytzussb7xh7pd1/R05-Geotechnical_Rpt-May2019%20%28Addendum3_05092019%29.pdf?dl=0

ALL OTHER PROVISIONS OF THE ORIGINAL "REQUEST FOR DESIGN-BUILD SERVICES" REMAIN UNCHANGED.

c: Gyselle Pino, PortMiami
Clerk of the Board

ADDENDUM NO. FOUR

DATE:	May 23, 2019
DEPARTMENT:	PortMiami
ISD PROJECT NAME:	Design-Build Services for New Cruise Terminal H Program
ISD PROJECT NUMBER:	DB18-SEA-01
STEP 2 SUBMITTAL DATE:	**July 22, 2019**
CONSULTANT COORDINATOR:	Julie Whiteside

This Addendum is issued to clarify and/or modify the previously issued Request for Design-Build Services (RDBS), and is hereby made part of the RDBS. All requirements of the RDBS not modified herein shall remain in full force and effect as originally set forth. Please be sure to acknowledge receipt of this Addendum on Exhibit "J" – Acknowledgement of Addenda Form

MODIFICATIONS:

Modifications to Volume I of the RDBS:

1. Revise Section 3.4 – Step 2 Schedule, as follows:

   The anticipated schedule for the Step 2 is as follows:

Deadline for receipt of questions for Step 2 – Technical and Cost Proposal:	**May 31, 2019 at 6:00 P.M.**
Step 2 Submittal Deadline	**July 22, 2019 at 6:00 P.M.**

2. Replace Item 3, ***"Technical Requirements (via addendum)"***, in Section 3.6, *Step 2 Format and Contents*, Subsection A, *The Technical Proposal*, with the following:

   3) Technical Requirements -

   A. General:

   Technical Proposal must include a plan for completing the specified work, a detailed project schedule using CPM (or other techniques as appropriate), all permit requirements, total Contract time and other data requested in response to the RDBS. The proposal must address all significant design and construction issues and constraints and should demonstrate efficient use of manpower, materials, equipment, construction schemes, and techniques for completing the project within the applicable timeframes. The proposal must include sufficient information to enable the County to evaluate the capability of the Design-Build Firm to provide the desired services as required by the Design Criteria Package. The data shall be significant to the Project and shall be innovative, when appropriate, and practical.

   B. Technical Proposal Submittal Requirements:

   The Technical Proposal shall be submitted electronically, through BidSync, and contain tabs labeled for each Section with the information and page limitation requirements as listed below:

A copy of the "Written Technical Proposal" must also be included. The format shall be in PDF format and must include Bookmarks for each Section. No macros will be allowed. Minimum font size of ten (10) shall be used. Times New Roman shall be the required font type. Graphics, tables, charts and photographs not embedded as part of the text of the Technical Proposal shall be held to a maximum of 25 pages.

The minimum information to be included:

Section 1: General

Describe the Design-Build Firm's approach to the following:

1. Design
    - Design operational studies that analyze and confirm the current conceptual design's optimization of the peak handling capacity of passenger circulation cores in pedestrian bridge and cruise terminal (including elevators, stairs and escalators) and passenger processing areas (passenger security screening, check-in, ticketing, boarding, baggage claim, etc.) to serve the maximum number of passengers with minimum waiting times during peak hours at embarkation and disembarkation. Should the studies lead to a different flow configuration, demonstrate the advantages of the alternative layout through an alternate submittal.
    - Confirmation of operational functionality and efficiency of vessel support operations, including vessel provisioning loading and unloading operations for Cruise Terminals H and G, baggage handling during embarkation and disembarkation, crew processing, and security requirements.
    - Waterside improvements
        - New Bulkhead Wall System
        - Dredging
        - New Mooring Dolphin Structure
        - Bollards, Fenders, Water Stations
        - Apron Improvements (Passenger Loading Bridge Runways and Tie Downs)
    - Site/Civil Design including, but not limited to:
        - Site grading – Site grading design that addresses topographic site conditions.
        - Utilities Infrastructure Design - Utility Coordination and Design shall minimize the potential for adverse impacts and Project delays due to utility involvement. Design approach should place emphasis on coordination and design plan to provide all utility services for the project.
        - Drainage design
        - Lighting

- Signage/Wayfinding
- Hardscape and Landscape
- Canopies and/or covered areas to protect passengers and their luggage at all times
- Relocation of existing Vehicular Security Gate
- Relocation of existing Crew Gate
- Temporary Relocation of existing Provisioning Tent and Access

- Demolition Plan of existing Facilities and Ancillary structures
- Coordination with adjacent projects
- Geotechnical investigation plan
- Structures settlement and vibration monitoring coordination
- Minimizing impacts through design to:
  - Public
  - Environment
  - Adjacent structures
  - Adjacent Cruise Terminal and other Stakeholder Operations including provisioning operations at Cruise Terminal G
  - Adjacent Projects
  - Cruise Operations including landside and waterside
  - Port roadways
- Stakeholders Coordination Plan: The Proposer shall present a Coordination Plan, demonstrating a clear understanding of the coordination requirements for the project. The Coordination Plan shall include, as a minimum, coordination with the following groups:
  - PortMiami Management Team
  - Cruise Line
  - Permitting/Environmental Agencies
  - U.S. Customs and Boarder Protection (CBP)
  - Building Permitting
  - Utility Owners
  - Public and Other stakeholders
  - Art in Public Places
- Quality Control Plan for Design
- Identification of LEED building design features and proposed solutions

- Consideration shall be provided for design approaches which minimize periodic and routine maintenance. The following elements should be considered: access to provide adequate inspections and maintenance, access to structure's building system, curtain wall, roof system and impacts to long term maintenance costs.

2. Construction

Consideration shall be provided for the quality and suitability of the following elements:

- Safety
- Demolition Plan of existing Facilities and Ancillary structures
- Buildings and Ancillary Facilities Structures construction
- Site/Civil construction (as defined in Design above)
- Construction phasing plan
- Minimizing impacts through construction to:
  - Public
  - Environment
  - Adjacent structures
  - Adjacent Cruise Terminal and other Stakeholder Operations
  - Adjacent Projects
  - Cruise Operations including landside and waterside
  - Port roadways
- Implementation of the Environmental design, possible mitigation and Erosion/Sediment Control Plan
- Implementation of Traffic Control and Maintenance of Operations Plan, including wayfinding signage and any temporary structures as necessary. Construction Sequencing plan that clearly describes all phases of the project, including temporary provisioning and access, pedestrian bridge, cruise terminal, construction of new bulkhead wall and mooring structure, dredging, and waterside improvements (as defined in Design above).
- Utility Coordination and Construction that minimizes the potential for adverse impacts and Project delays due to utility involvement.
- Permitting Coordination Plan
- Consideration shall be provided for developing and deploying construction techniques that enhance project durability, reduce long term and routine maintenance, and those techniques which enhance public and worker safety
- Construction Quality Control Plan.
- LEED for Construction Plan

Section 2: Proposed Schedule

Submit a design-build project schedule in calendar days based on Substantial and Final Completion Dates as stipulated in this RDBS. The minimum information to be included in the summary schedule of anticipated major milestones and their associated phasing as follows:

1. Anticipated Award Date (Baseline Date)
2. Notice to Proceed
3. Site Survey Investigations (geotechnical, survey, etc.)
4. Design Schedule (inclusive of list of anticipated Component Design Packages)
5. Design Reviews by PortMiami (and other stakeholders as applicable, including Cruise Line and CBP) for each anticipated Component Design Package (Prior to submission of Permit Sets to Permitting Agencies)
6. Submittal Reviews by PortMiami (and other stakeholders as applicable, including Cruise Line and CBP) for each anticipated Submittal Package
7. Permitting
8. Procurement of long-lead items as determined by Design-Builder
9. Design and Construction Milestones
10. Temporary Provisioning and Access
11. Construction Phasing
12. Utility Relocations, Installations, and Removals
13. Structure(s) Completion Date
14. Substantial Completion Date for all Work.
15. Final Completion Date for all Work.

Section 3: Design Support Documents

Identify and provide Technical Special Provisions which apply to the work in the Technical Proposal and not provided or referenced in the Design Criteria Package.

The Design-Builder firm shall be prepared to submit during the Technical Proposal Evaluation phase any calculations, studies and/or research to support features identified in the Technical Proposal and detailed in Section 4. Preliminary Plans.

Section 4: Preliminary Plans

The minimum information to be included in the preliminary plan requirements are as follows:

- Renderings of exterior building façades (All Elevations). Aesthetic Concept Plan for the full facility, including Cruise Terminal and pedestrian bridge, Hardscape, Landscape, and Covered Areas/Canopy structures. This plan

shall include a minimum of four 3-Dimensional renderings depicting building character and its relation to the site.

- Overall Site Plan including proposed passenger pickup/drop-off areas, roadways and Ground Transportation Area (GTA). Identify proposed locations and sizes of critical infrastructure including emergency generator and exterior mechanical/electrical equipment.
- Building Floor Plans (all levels) depicting spatial net area requirements, general space allocations, and analysis of operational functions, including but not limited to, provisioning, vehicular, passenger, stevedoring and crew flow (quantity, speed) and direction through entire embarkation and debarkation processes, parking, pick-up / drop-off activities.
- Building Roof Plans
- Foundation Plan(s) for Building(s), pedestrian bridge, PBB runways/apron, bollards and other waterside improvements, including bulkhead wall and mooring structure.
- Bulkhead Wall and Mooring Dolphin plans
- Typical Longitudinal and Transverse Building Section(s)
- Typical Wall Section(s)
- Proposed structural system(s) and materials for Terminal and Pedestrian Bridge
- Details of door system design at concourse to allow Passenger Boarding Bridge (PBB) openings at any location
- Wayfinding Signage
- Parking garage modifications
- Traffic Circulation Diagram for the overall site improvements
- Schematic Design for the conduit, cable and power Infrastructure to support the Miami-Dade County IT Department and Port Communications Systems as detailed in Design Criteria Package.
- HVAC, Plumbing, Electrical, Fire Protection, and Data/Communications, and Security Equipment Narratives description of required systems and other relevant features

Modifications to the Volume II of the RDBS - The Design Criteria Package:

3. Delete Section 1.14.6 of the Design Criteria Package in its entirety, and replace with the following:

3.14.6 <u>Existing PortMiami Tunnel</u>

1.14.6.1. Design-Builder shall be responsible to coordinate with the Florida DOT, its consultants, MAT Concessionaire, LLC, and Ferrovial (formerly Broadspectrum, Inc.), in all matters affecting the tunnel and shall cease operations immediately if any part of the construction affects the tunnel structures due to vibrations.

4. Delete Attachment A6 "Future Cruise Terminal H Sketch & Legal Description", and replace with:

   4.14.6 ***"Attachment A6-Future Cruise Terminal H Sketch & Legal Description (2019_0522)"*** *(Exhibit A)*

5. **Existing Provisioning Tent PDF plans have been added as a Reference Document:**
   5.14.6 ***"Existing Provisioning Tent-June 2008"*** *(Exhibit B)*

6. Delete Volume IV – Reference Documents, and replace with **"CT_H-DCD-Vol_IV-References-TOC-22May-Add4"** *(Exhibit C)*

QUESTIONS AND ANSWERS:

Q1. Could you please provide CAD and Revit format for all the current design criteria drawings prepared by Arquitectonica, dated May 01, 2019, including SK-01 thru SK-13? The same request for the drawings prepared by Atkins, cover sheet and sheets G-002, S-100, DR-100 and DR-200.

A1. CAD Files have been provided as Part of this Addendum via the following link:
https://www.dropbox.com/sh/8otnpph59qwldsx/AADdyUh526VbUqJZC3DnS92wa?dl=0

Q2. The current submission date for step 2 of this solicitation is July 08, 2019 at 6:00 PM. Due to the proximity to the July 04 holiday, we are requesting that the submission date be changed to July 22, 2019 at 6:00 PM.

A2. Refer to Modification No. 1 above.

Q3. In reviewing Addendum #2 and all the Design Criteria Package issued on May 7th, 2019, we are unable to locate the Prime Contract to be executed by the MiamiPort and the Design Build Firm. When can we expect the MiamiPort to issue it?

A3. Currently, the contract is not available. It will be prepared and provided to the recommended Design Builder prior to negotiation.

Q4. On Page 36 of 39 of the RDBS Section 3.6 Step 2 Format and Contents – Item A - Technical Proposal contents Item 3 Technical Requirements states "(via addendum)". Can you please provide those requirements of what needs to be submitted for this?

A4. See Modification No. 2 above.

Q5. There are numerous furniture and seating drawings and write-ups, that have been included in the Owner's Design Criteria Package, but the Owner's introduction narrative section 3.5.4.3, states all furniture and seating to be provided by PortMiami. Please confirm that all furniture/furnishings, are not to be included with the Design Builder's Proposal.

A5. All movable furniture and seating shall be provided by PortMiami.

Q6. For the benefit of all proposers, PortMiami and Miami-Dade County, and to further facilitate a responsible proposal, will the County extend its deadline of July 8th, to July 22nd, so as to accommodate the July 4th holiday week? Extending the deadline allows for a more thorough and

substantive submittal to what is a very important procurement for the County and for the cruise line.

A6. Refer to Modification No. 1 above.

Q7. For the benefit of all proposers, PortMiami and Miami-Dade County, and to further facilitate a responsible proposal, will the County extend its RFI Deadline of May 24th, to May 31st due to the fact that answers to Solicitation #DB-SEA-01 Step 2 Request for Information have not been answered, specifically Question 5 in regards to the pending release of the Addendum relating to Technical Requirements referred to in RDBS Section 3.6 / Step 2 Format and Contents, sub article A – The Technical Proposal/ Item 3 – Technical Requirements (via addendum) as related to its contents.

A7. Refer to Modification No. 1 and 2 above.

Q8. The RDBS, released to selected proposers on May 8th, requires all RFIs to be submitted by no later than Friday, May 24, 2019 (only 12 work days thereafter) with pricing and submittal packages due on Monday, July 8, 2019 (only 30 working days thereafter).

These time frames are extremely aggressive considering the need for the selected Design Build proposers to:

a. thoroughly evaluate the Design Criteria Package and all of the submitted supporting data for scope ambiguities or possible conflicts,

b. define pricing parameters for trade contractors,

c. determine systems and equipment requirements,

d. evaluate the LEED Gold scorecard and establish requirements,

e. prepare a schedule for the design and construction phases,

f. finalize a submittal package.

In addition, the July 4 Holiday occurring on the Thursday prior to the submittal deadline making this an even bigger challenge.

Also, the package submitted to the proposers do not include usable CAD, but only flattened pdf files, which will cause delays in designing and preparation for submittal since all graphics have to be re-drawn by the design teams.

It is obvious that the County will benefit from the submitting firms having a thorough grasp of project requirements and accurate planning, design and pricing. Also, the magnitude, importance and prestige of this project demands a professionally assembled, not a hastily produced, submittal.

For fairness to all proposers, we are hereby requesting a time extension of 25 work days (five weeks) to the proposal due date; and a modification to the RFP to provide for the deadline date to submit RFI's to be 15 working days (three weeks) prior to that proposal due date, to allow the County ample time to respond to all RFI's and for all proposers to adequately incorporate those responses in the submittal. (Submitted: May 22, 2019 1:35:37 PM EDT)

A8. Procurement schedule is based on Project's requirement that the Design Builder achieve substantial completion by the date stated in the RDBS; refer to Modification No. 1 above.

Q9. Please provide by Addendum the results of the Step 1 Selection process, including a breakdown of the scoring for each category, totaling to the individual scores for all proposers.

A9. The tabulation sheet can be found on our website at the following link: http://www.miamidade.gov/procurement/architectural-engineering-reports.asp?fldr1=First-Tier-Phase&fldr2=First-Tier-Final-Ranking

Q12. Division 3 – 3.6 Format and Contents (A) – The Technical Proposal states under item 3) that the Technical Requirements will be (via addendum). We have not seen it included in Addendum 1, nor 2 and 3. When can we expect to receive it?

A12. See Modification No. 2 above.

Q13. Division 3 – 3.6 Format and Contents (B) Price Proposal states under item 1B, 2B and 3B:

- Please clarify if the amount of the Bid Bond, is to only be included for the base price proposal, or should we include the Bid Bond costs for each independent Proposed Alternate Price Form?

A13. Only one bid bond, based on the price for the Base Proposal, should be submitted. Please refer to Section 3.3 of the RDBS.

Q14. Please confirm that the existing Structure/Tent, currently being used for the Bimini Cruises, will be removed by others and before the Notice to Proceed.

A14. Confirmed. Tent structure will be removed by others prior to Project NTP.

Q16. Division 1 - General Requirements - Section 1.3 Scope of Services, Area 2 describe possibly connecting the bridge to the terminal with possible moving horizontal walkways at the elevated bridge connector may be provided. Additionally, Part 4 of the Design Criteria Documents do not refer to a moving horizontal walkway. Therefore, please confirm the following: 1) is there a requirement to include a moving horizontal walkway located at the bridge, 2) and if so, what is the design criteria.

A16. There is no requirement for moving horizontal walkways at the elevated passenger bridge.

ALL OTHER PROVISIONS OF THE ORIGINAL "REQUEST FOR DESIGN-BUILD SERVICES" REMAIN UNCHANGED.

c: Gyselle Pino, PortMiami
Clerk of the Board

ADDENDUM NO. FIVE

DATE:	May 28, 2019
DEPARTMENT:	PortMiami
ISD PROJECT NAME:	Design-Build Services for New Cruise Terminal H Program
ISD PROJECT NUMBER:	DB18-SEA-01
STEP 2 SUBMITTAL DATE:	July 22, 2019
CONSULTANT COORDINATOR:	Julie Whiteside

This Addendum is issued to clarify and/or modify the previously issued Request for Design-Build Services (RDBS), and is hereby made part of the RDBS. All requirements of the RDBS not modified herein shall remain in full force and effect as originally set forth. Please be sure to acknowledge receipt of this Addendum on Exhibit "J" – Acknowledgement of Addenda Form

MODIFICATIONS:

Modification to Volume I of the RDBS:

1. Delete the following from Section 1.3, Scope of Services:

   The estimated contract period is 725 days excluding the warranty administration period.

   And replace with:

   Project Schedule:

   Anticipated NTP Date: December 30, 2019
   Substantial Completion Date: August 24, 2021
   Final Completion Date: November 1, 2021

2. Delete the Liquated Damages language from Section 1.4, Project Cost, and replace with the following:

   Liquidated Damages:
   Milestone No. 1 – If the Design Builder does not achieve Substantial Completion by **August 24, 2021**, LDs will be assessed in the amount of $15,000, per calendar day, which will be paid to the County by the Design-Builder.

   Milestone No. 2 – If the Design-Builder has still not achieved Substantial Completion by **November 1, 2021** an additional LD, in the amount of $1,000,000.00, will be assessed, which will be paid to the County by the Design-Builder. For every additional week (7 calendar days) of delay to achieve Substantial Completion, LDs will be assessed in the amount of $50,000.00, per week, which will be paid to the County by the Design-Builder. LDs will be cumulative.

3. Add the following to Section 3.4, Step 2 Schedule:

2nd Pre-submittal Project Briefing/ Site Visit for Advancing Firms:	**May 31, 2019 at 9:00 AM** **PortMiami** **1015 North America Way,** **5th Floor Conference Room**

4. **Delete the Price Proposal Forms (Exhibit K), and replace with the revised Price Proposal Forms attached hereto.**

Modification to Volume II of the RDBS – The Design Criteria Package:

5. Delete Section 1.30.4.3 in its entirety and replace with the following:

   Bulkhead/Sea Wall Improvements, Permitting, is anticipated to be received by December 31, 2020.

CLARIFICATION:

1. Chillers shall be water cooled. For clarification, section 7.9.5.14 of the Design Criteria, Vol. II, Part 7 is hereby replaced with the following language:

   7.9.5.14 All outdoor installed equipment, water cooled chillers, exhaust fans and outside air intake construction and installation shall be FBC compliant. Outdoor coils shall have a corrosion resistant coating.

QUESTIONS AND ANSWERS:

Q10. Division 1 - General Requirements - Section 1.3 Scope of Services, state that the County has committed to spending up to $140M for this Project, excluding delivering utilities to the site and no Passenger Boarding Bridges (PBB). Will the County have other Projects to bring utilities to the project site that are not included in this RDBS? If so:
1) who will be performing those Projects,
2) what will their scopes of work entail,
3) and what will the schedule and timing be, for those Projects.

A10. Division 1 – General Requirements – Section 1.3 is hereby amended to include all utilities required as part of the project budget. No separate utility work is being undertaken by PortMiami in the vicinity of the project site to service the project. Refer to existing utility plans submitted as part of the Reference Documents and Part 5 – Site Improvements.

Q11. Division 1 - General Requirements - Section 1.3 Scope of Services, states that the estimated contract period is 725 days excluding the warranty administration period. Please confirm that the estimated contract period is from Notice to Proceed to Substantial Completion.

A11. Refer to Modification No. 1 above.

Q15. DCD Part 1 General Requirements, Section 1.30.4.2 states Relocation of the existing CT H tenants, including CBP, Port Security, Miami Dade Police Department (MDP), Fire Department, Coast Guard, PortMiami Command and Communication Center (C3) and Harbor Patrol and is anticipated to be completed by March 2020.

Please clarify the following:
1) Confirm that all current tenants will be fully vacated, including all their existing communication and computer systems,
2) and all the current furniture will be moved out of the building, in order to be able to proceed with the demolition activities of the building.

A15. Confirmed.

Q17. Please provide the port call schedule for the duration of the project at all berths adjacent to the project. This needs to include the berths to the North and South of the project site which will remain active during the construction period.

A17. The most recent Cruise Directory for cruise season 2019, 2020 & 2021 is attached hereto. Please note that the Cruise Directory is a Reference Document; please refer to the DCD Vol. II, Section 1.6.5.

Q18. What are the procedures required to gain access to the project site with trade partners prior to the Step 2 submission date?

A18. A 2nd site visit has been scheduled for May 31, 2019; please refer to Modification No. 3 above. All persons attending shall register via email to sprfi@miamidade.gov no later than close of business, 5:00pm May 30, 2019. No other unauthorized site visits will be allowed as this is considered a "Restricted Access Area".

Q19. During the prebid walk-through it was discussed that the Contractor would need to relocate the provisioning tent that serves Terminal G and that additional information would be forthcoming. Please provide the additional information including where this provisioning tent will be relocated to.

A19. Please refer to existing provisioning tent as-built plans submitted as part of Reference Document in Addendum #4. Temporary location of the provisioning tent for CT-G was submitted as a Reference Document in the Design Criteria Package.

Q20. Design criteria, Volume II, Part 7, page 161 of 185, paragraph 7.9.5.8 states that split DX systems for IT rooms should have electric reheat. Typically only a main server room would have reheat and the other satellite rooms would have cooling only. Please confirm that DX CRAC units with reheat will be required at all communication rooms.

A20. The Main Computer rooms (MDFs) shall have DX systems with electric reheat.

Q21. Confirm that "ALL" HVAC systems must be provided with 100% backup generator power as per 7.9.5.9 of Design Criteria, Vol. II, Part 7, page 161 of 185. Since the chillers are sized at 75% of the load each, that would necessitate 150% of HVAC capacity on emergency. We suggest that 75% of chiller capacity and 100% of all other capacity on emergency should be considered as a more viable alternate since that way all AC equipment would be on and the diversity of the terminal uses would allow the 75% of the chiller load to carry the cooling loads. Also that no heating would be on emergency. Please confirm.

A21. Confirmed. ALL HVAC systems, including heating, must be provided with 100% backup generator power per the Design Criteria Document.

Q22. Please confirm whether chillers should be water cooled, as per 7.9.5.2 of Design Criteria, Vol II, Part 7, page 159 of 185, or air cooled as per 7.9.5.14 of Design Criteria, Vol. II, Part 7, page 162 of 185 and 7.9.3 of Design Criteria, Vol. II, Part 7, page 158 of 185.

A22. Refer to Clarification No. 1 above.

Q23. What is the program for the harbor patrol and marine police area? Is it just shell space with service stubs for future build-out?

A23. Yes. Future Build-out Reference Document will be distributed as part of a future Addendum.

Q24. Clarify if providing emergency power for escalators and elevators can be based on staggered operation of them on a per bank basis.

A24. No. Providing emergency power based on staggered operation shall not be allowed.

Q25. Clarify whether lighting for apron should be building mounted (as per DC Vo. II, page 134 of 185, paragraph 6.17.10) or on poles as allowed on DC Vol II, page 170, paragraph 7.14.8.6. Achieving the required 5 footcandles at the apron is difficult with building mounted lighting yet poles on apron are not desired by operation.

A25. Building mounted lighting shall be used for the apron. Light poles shall not be permitted along the apron.

Q27. We are hereby requesting an immediate public meeting to discuss the changes/additions issued via Addendum #4, as a number of the new submission requirements have significant ramifications to the cost and feasibility of completing the Technical Proposal.

A27. Please refer to Modification No. 3 above.

ALL OTHER PROVISIONS OF THE ORIGINAL "REQUEST FOR DESIGN-BUILD SERVICES" REMAIN UNCHANGED.

Attachments:

c: Gyselle Pino, PortMiami
Clerk of the Board

ADDENDUM NO. SIX

DATE:	May 30, 2019
DEPARTMENT:	PortMiami
ISD PROJECT NAME:	Design-Build Services for New Cruise Terminal H Program
ISD PROJECT NUMBER:	DB18-SEA-01
STEP 2 SUBMITTAL DATE:	July 22, 2019
CONSULTANT COORDINATOR:	Julie Whiteside

This Addendum is issued to clarify and/or modify the previously issued Request for Design-Build Services (RDBS), and is hereby made part of the RDBS. All requirements of the RDBS not modified herein shall remain in full force and effect as originally set forth. Please be sure to acknowledge receipt of this Addendum on Exhibit "J" – Acknowledgement of Addenda Form

MODIFICATIONS:

Modification to Volume I of the RDBS:

1. **Delete Item 6, RFTE 2 (Exhibit C), from Section 3.6, Step 2 Format and Contents, Section A, The Technical Proposal.** *Form RFTE 2 will be required post award; it does not need to be included in the technical proposal.*

QUESTIONS AND ANSWERS:

Q28. Section 1.30.4 of Volume II – General Requirements describes a number of adjacent projects. For fairness to all proposers, please provide any available design information or detailed work descriptions for the D-Br's use in ascertaining coordination, scheduling or design ramifications of these projects on the D-Br's scope.

A28. The listing of Adjacent Project was provided as information to alert Bidders of work that may require coordination. All available information has been included in the DCD Volume II.

Q29. Given the proximity of the scope to the bay/waterways, and the location within PortMiami, please clarify if there are any special Stormwater Pollution Prevention Plan requirements above and beyond what is typically provided on "land-locked" (not adjacent to waterways) projects.

A29. It is the Design Builder's responsibility to submit the Stormwater Pollution Prevention Plan as appropriate for projects adjacent to waterways, specifically Outstanding Florida Waters, as part of the stormwater permitting requirements.

Q30. Please clarify that this project does not require any door protection against flooding.

A30. Per Section 1.2.10 – Flood Resistance, of the DCD Volume II, the building shall be dry proofed to the elevation indicated.

Q31. Please provide the Finish Floor elevation (NGVD) below which flood protection is required.

A31. Information has been provided in the DCD Volume II.

Q32. Please provide any special requirements from the Customs and Border Protection (CBP) department, not listed in the provided bid documents, such as special doors or hardware requirements, separation of spaces, security items, detention openings (Level 1 or Level 2) and all others.

A32. For all CBP requirements, refer to Attachment A5 – U.S. Customs and Boarder Protection, *Cruise Terminal Design Standards* submitted as part of the DCD Volume II.

Q33. Please provide intent and flow for Access Control, Mag Locks, Electrified hardware or any restricted hardware requirements for this project.

A33. Security requirements have been provided in the DCD Volume II.

Q34. Please provide locations for any special Hollow Metal (HM) steel Frames, HM Windows or HM fixed openings required.

A34. The Design Builder shall be responsible for developing a fully detailed design that complies with the intent of the DCD and meets all applicable codes.

Q35. Please clarify which openings are intended to be Aluminum Storefront or Aluminum/Glass and which openings are intended to have Hollow Metal steel frames?

A35. Information has been provided in the DCD Volume II.

Q36. Please refer to DCD Part 1 General Requirements, Section 1.30.4.2: Please clarify that the Owner will remove not only all IT equipment, but also all related underground infrastructure from the existing building prior to its demolition.

A36. It is the Design Builder's responsibility to remove all relevant underground infrastructure from the existing site prior and during demolition.

Q37. Please clarify if the skylights have current approved Notices of Acceptance from Miami Dade County or if one-time approvals will be needed for skylights.

A37. It is the Design Builder's responsibility to provide skylights with existing NOAs/Florida Product Approvals. If a one-time product approval is required, the Design Builder shall be responsible to incorporate any one-time approval processes into their schedule.

Q38. For the benefit of all proposers, please confirm that the proposed seawall realignment, the new dock extension into the channel and the dredging of the channel, have been approved by the US Coast Guard, Army Corps of Engineers, and all other Authorities Having Jurisdiction (AHJ) over waterway improvements.

A38. Environmental permitting through the Army Corps of Engineers is underway. Final coordination with federal agencies is part of the Army Corps of Engineers environmental permitting process.

Q39. Please clarify that the two existing mooring dolphins will be demolished as part of this scope, as that demolition is not shown in current provided drawings.

A39. The existing mooring dolphins and catwalk shall be demolished as part of this scope, refer to Section 2.1.2.10 of the DCD Volume II.

Q40. The proposed new mooring dolphins may be potential navigable hazard. For the benefit of all proposers, please confirm that the proposed new dolphins have been approved by the US Coast Guard, Army Corps of Engineers, and all other Authorities Having Jurisdiction (AHJ) over waterway improvements.

A40. **Environmental permitting through the Army Corps of Engineers is underway. Final coordination with federal agencies is part of the Army Corps of Engineers environmental permitting process.**

Q41. For the benefit of all proposers, please confirm that all proposed modifications and improvements to the waterways as shown in the provided documents, have been approved by the US Coast Guard, Army Corps of Engineers, and all other Authorities Having Jurisdiction (AHJ).

A41. Environmental permitting through the Army Corps of Engineers is underway. Final coordination with federal agencies is part of the Army Corps of Engineers environmental permitting process.

Q42. Rendering shown on sheet A0-11 illustrates Virgin cruise ship, however this berth is typically utilized by Terminal G (MSC, Disney, RCI etc.). Please clarify intent.

A42. Rendering shows the Virgin vessel navigating on the north channel. The Virgin vessels will berth at Cruise Terminal H.

Q43. Is the Port or Cruise Line accepting crew and passengers crossing through the traffic in proposed model for ground transportation?

A43. As illustrated in the Schematic Drawings and described in the DCD Volume II, designated cross walks have been provided for crew and passengers as well as an overhead pedestrian bridge.

Q44. The baggage claim area proposed appears inadequate for the number of bags which will be required for the list of ships shown. In addition, is the intent for luggage coming from VIP scanning area to go onto the horizontal conveyor that drops into the sorting carousel? If so, should the conveyor be extended into the VIP Screening area?

A44. As noted in Section 3.14.1.3 of the DCD Volume II, the space shall accommodate no less than 750 bags. Additional space is at the discretion of the Design Builder and subject to approval by PortMiami. VIP luggage will be delivered directly to the "Screening and Sorting" area.

Q45. Design, as provided to the proposers, may need additional data and electrical rooms. Please clarify if other designated areas will be added by Addendum for extra data and electrical rooms.

A45. It is the responsibility of the Design Builder to determine the final location and quantity of such infrastructure. Any changes to layout and flow of the terminal, will require validation from PortMiami.

Q46. Please clarify that separate tenant and port data rooms will not be required.

A46. Separate Data Rooms (MDFs and IDFs) shall be required for tenant and Port.

Q47. Please explain the intent of the transition along the sidewalks, elevators and luggage staging areas at the south-end vehicle drop off area (Drawing A1-01) as there are changes in elevations on the roadway from 11'-6"to 7'-6" in only approximately 120 ft.

A47. The design intent is for the passenger area around the exterior elevators/stair, crew entrance access luggage staging area, etc., to be at an elevation no less than +11.5' NGVD. The sidewalk that runs south along the provisioning loading dock, shall slope accordingly to reach the existing roadway grade approximately +7.5' NGVD (existing grade elevation to be verified by Design Builder). All slopes must comply with ADA requirements and barriers/railings must be provided for changes in elevation as required by the Florida Building Code. It is the Design Builder's responsibility provide a permittable design solution.

Q48. The transition between the existing apron and the new apron is unclear. Please provide a section of the ramp from the existing apron at Terminal G to the new apron at Terminal H as shown on Sheet A1-01 and illustrate the interface with the existing bulkhead.

A48. The existing Cruise Terminal G apron elevation is approximately +7.5' NGVD (existing grade elevation to be verified by Design Builder). The design intent is for the new apron elevation for Cruise Terminal H to be at +8.5' NGVD at the edge of bulkhead and no less than +9.0' NGVD at the face of the building. It is the Design Builder's responsibility to slope the new apron to match the existing Cruise Terminal G apron and bulkhead elevations as indicated in Section 6.7.9 of the DCD Volume II in a manner that minimizes impact on waterside operations for Cruise Terminal G and to provide a permittable design solution.

Q49. The elevated terrace garden area is pre-security. Please explain the intent as to how to keep the apron secure with non-secured personnel on the terrace, since there seems to be only a railing to divide one area from the other.

A49. The design intent is for the west end of the "Elevated/Terrace Garden" facing the secured apron to be protected by a min. 9'-0" high, NOA approved, glazed wall system. Refer to Attachment A7- Architectural Schematic Drawings, Virgin Voyages H, sheets A3-01A and A3-02A. It is the Design Builder's responsibility to coordinate with all required regulatory agencies and provide a permittable design solution.

Q50. Please clarify through which access the crew boards the ship from the crew lounge.

A50. Crew shall access the secured apron and vessel on the ground level, through the "Crew Entrance" space – west side secured apron exit. When ready to board the vessel, crew at the Crew Lounge, must take the designated elevator down to the ground level "Crew Entrance" space.

Q51. To clarify the quantity of the seating shown in Furniture Plans, please provide the number of seats required in the waiting lounge.

A51. Refer to Section 3.24.1 of the DCD Volume II.

Q52. Please confirm that only 6 x-rays and 3 metal detectors will be adequate to process passengers from all ships shown on the documents.

A52. Refer to Section 3.22 – Security and Passenger Screening-Second Level of the DCD Volume II.

Q53. We understand that the Post check-in lounge is an assembly area and that all interior egress stairs are located on the south half of the assembly hall with exception to stair 5. Please confirm that there is a preliminary life safety plan that has been prepared and vetted by the MDC Fire Department.

A53. It is the responsibility of the Design Builder to prepare permit ready construction documents, including life safety plans and appropriate analysis.

Q54. Please advise what building construction type, etc. was intended for the new Terminal H terminal building.

A54. It is the responsibility of the Design Builder to determine the building's construction type.

Q55. Confirm if exterior entry and bus canopies are required to have fire suppression sprinkler systems.

A55. It is the responsibility of the Design Builder to determine the fire protection requirements.

Q56. Confirm if the requirements for fire sprinklers for the exterior entry and bus canopies have been vetted with MDC Fire Department reviewers, and its result.

A56. It is the responsibility of the Design Builder to determine the fire protection requirements.

Q57. Has a suggested Maintenance of Traffic (MOT) plan with staging areas been prepared? If so, please share.

A57. It is the Design Builder's responsibility to prepare a Maintenance of Traffic (MOT) plan for the project, including surrounding roadways. Refer to Reference Document R7 – *Temporary Cruise Terminal G Provisioning and Security Access* and Section 2.2 – Temporary Cruise Terminal G Provisioning and Crew Access of the DCD, Volume II for additional requirements. Staging areas were provided as part of Reference Document R37 – *Cruise Terminal H – Proposed Staging Locations.*

Q58. In reference to page 3, Design Objectives item 10: Please confirm reports such as those generated by FloodIQ.com will comply with this expected projection for sea level rise

A58. The minimum required flood proofing is indicated per Section 1.2.10 – Flood Resistance of the DCD Volume II. Design Builder shall comply with the requirements of the DCD, Miami-Dade County Ordinances, and the Florida Building Code.

Q63. Please confirm what type of operation is expected to occur during emergency situations, including how many days of energy/water storage will be required, consideration of alternate sources of energy storage, and similar operational intents.

A63. Requirements to support emergency operations have been included in the DCD Volume II.

Q64. H2R Corp. Geotechnical report indicates axial capacities of the recommended shaft foundations, but it does not provide anticipated Lateral and uplift capacities. Also, the Geotechnical Services required by DCD Section 1.8, Page 17, cannot be performed prior to the bid submittal date. Please provide the anticipated Lateral and uplift capacities.

A64. As stated in Section 1.8 – General Requirements, of the DCD Volume II, the Design Builder is responsible for all geotechnical engineering required for the design and construction of the project. Per Section 1.8.2, the preliminary geotechnical investigation provided by PortMiami as a Reference Document is for information only, and the Design-Builder shall make its own interpretations, evaluations, conclusions and recommendations for this project. The DCD establishes the design and construction criteria for the Project. For the Technical Proposal Submittal Requirements, refer to Addendum #4 of this solicitation.

Q65. Wind speed of 170 MPH is given in section 1.2.8 of the design criteria document volume II. This speed is based on the building being classified as a Risk Category II building based on FBC table 1604.5. Without a life safety plan or occupancy evaluation it is unclear if the building should be a Risk Category III building with an associated wind speed of 183 MPH. Please confirm that the proposer's design should be based on Risk Category II, not any other Category.

A65. Section 1.2.8 of the DCD Volume II indicates that basic wind speed is no less than 170 mph. It is the Design Builder's responsibility to determine the proper Risk Category classification and design accordingly.

Q66. Please confirm that Section 4 Preliminary Plans is excluded from the 25 pages maximum allowed for graphics, tables, charts and photographs not embedded as part of the text of the technical proposal.

A66. Confirmed, preliminary plans are excluded.

Q67. Per page 37 of 39 of the RDBS document, you have requested for the RFTE 2 (Exhibit C) to be included with our Technical Proposal. However, the RFTE 2 (Exhibit C) form states, "In accordance with Sections 2-11.17 & 2-1701 of the Miami Dade County Code, this form must be submitted by the Prime Contractor within 15 business days of award notification and prior to issuance of Notice to Proceed." Please confirm that RFTE 2 (Exhibit C) is NOT required as part of our Technical Proposal.

A67. Yes, Form RFTE 2 is required post award. Refer to Modification No. 1 above.

Q68. With the change in the submittal date for Step 2 now July 22, 2019, will the County also amend the presentation date of August 6th?

A68. No.

ALL OTHER PROVISIONS OF THE ORIGINAL "REQUEST FOR DESIGN-BUILD SERVICES" REMAIN UNCHANGED.

Attachments:

c: Gyselle Pino, PortMiami
Clerk of the Board

ADDENDUM NO. SEVEN

DATE:	May 31, 2019
DEPARTMENT:	PortMiami
ISD PROJECT NAME:	Design-Build Services for New Cruise Terminal H Program
ISD PROJECT NUMBER:	DB18-SEA-01
STEP 2 SUBMITTAL DATE:	July 22, 2019
CONSULTANT COORDINATOR:	Julie Whiteside

This Addendum is issued to clarify and/or modify the previously issued Request for Design-Build Services (RDBS), and is hereby made part of the RDBS. All requirements of the RDBS not modified herein shall remain in full force and effect as originally set forth. Please be sure to acknowledge receipt of this Addendum on Exhibit "J" – Acknowledgement of Addenda Form

Q59. In reference to page 7, Scope of Services item 8) Construction: Please confirm Commissioning services will also be under the scope of 7) Architectural/Engineering, Design Development, as part of g) LEED GOLD.

A59. Yes, both Fundamental and Enhanced Commissioning (Option 1) shall be included in the project scope, as noted on the LEEDv4 Scorecard. Envelope Commissioning and Monitoring-Based Commissioning are listed as optional in the pursuit towards LEED Gold, but are not required. The selected Design Builder shall ensure that the independent third-party Commissioning Agent is contractually on-board prior to the end of Design Development, and shall complete their design review during Design Development (and/or Construction Documentation) as part of the Fundamental Commissioning process in accordance with LEEDv4 requirements.

Q60. In reference to the LEED Design Criteria LEED Checklist: Is it acceptable to attain all Innovation In Design credit points through the use of Innovation and Pilot credits? Is it required to pursue two exemplary performance credits?

A60. The preliminary LEED Checklist assumes that all 6 points within the Innovation in Design category will be met, including the two Exemplary Performance points. However, the selected Design Builder can propose alternative strategies for meeting LEED Gold if other credits are deemed more suitable and/or the Exemplary Performance thresholds cannot be met, with a guarantee, from the Design Builder, that LEED Gold will be achieved for the project.

Q61. In reference to the LEED Design Criteria LEED Checklist: Is it acceptable to pursue LEED credits in the Low/No Columns at a minimal or no cost to the project?

A61. Yes, the selected Design Builder can pursue any of the LEED credits in the Low/No Columns if they are minimal cost or no cost to the project; as long as the overall budget, Owner's Project Requirements, design team's basis of design, and construction specifications are met. It is the Design Builder's responsibility to research all possible credits and develop a plan to achieve LEED Gold. The preliminary Checklist is a Reference Document for information only.

Q62. In reference to the LEED Design Criteria: Is it acceptable to achieve expected and non-expected LEED credits through the use of v4.1 substitutions?

A62. It is the Design Builder's responsibility to research all possible credits and develop a plan to achieve LEED Gold. The preliminary Checklist is a Reference Document for information only. Yes, v.41 allows substitutions as long as the project achieves the target of LEED Gold.

Q69. Please confirm if there is any contamination at the site. If contaminated, please provide all reports.

A69. The Port does not have environmental reports documenting contamination within the New Cruise Terminal H program site. Refer to Section 1.9.1 of the DCD Volume II.

Q70. Please provide the vessel particulars for analysis.

A70. This information will not be released at this time.

Q71. It seems that several questions have been asked, as to what forms need to be submitted in Step 2. To avoid confusion or not inserting the required forms, can the Owner please provide us a checklist of what forms are to be submitted in Step 2?

A71. Please refer to Section 3.6 of the RDBS. All items are required, with the exception item 6, RFTE 2, which is a post award requirement.

Q72. LEED question for review and response:
SSc1 – Site Assessment: Was this assessment (Topography, Hydrology, Climate, Vegetation, Soils, Human Use, Human Health Effects) already performed by the Owner? If so, do the results achieve the requirements of this credit?

A72. The Design Builder will be required to complete the Site Assessment Worksheet to fulfill the LEEDv4 credit requirements.

Q73. LEED question for review and response:
SSc6 – Light Pollution: What are the Port's requirements pertaining to this LEED credit?

A73. PortMiami has no specific requirements regarding this credit.

Q74. LEED question for review and response:
SSc6 – Light Pollution: What are the Port's requirements pertaining to this LEED credit?

A74. Repeat from Question 73.

Q75. LEED question for review and response:
EAc4 – Demand Response: Would the owner enroll in a one year DR participation contract with FPL and comply with the additional requirements of this credit?

A75. Yes.

Q76. LEED question for review and response:
INc – Green Cleaning and Green Pest Control:
1) Does the Owner have Policies in place matching the LEED requirements for these efforts?
2) If not, will the Owner agree to create policies using the LEED required format and language?
3) Does the Owner have existing contracts with Green Cleaning and Green Pest Control firms that can be reviewed / updated to conform to LEED v4 requirements?

A76. 1. Miami-Dade County has a Green Cleaning Policy and Program Plan dated August 2017.
2. n/a
3. Yes, the County has existing contracts.

Q77. LEED question for review and response:
INc – Green Building Education: After the Owner reviews the LEED requirements are they willing to move forward with pursuit of this credit?

A77. Yes, PortMiami has done Green Building Education boards, interior tour infos, exterior tour infos and LEED brochure in previous projects.

Q78. LEED Question for review and response:
INc – Occupant Comfort Survey: After the Owner reviews the LEED requirements, is the Owner willing to move forward with pursuit of this credit?

A78. Yes, PortMiami has done Occupant Comfort Surveys in previous projects.

Q79. 1. Will the CBP space require a Bio metric Access Control system?

2. Will CBP be using the same Video Surveillance system (VSS) as POM? In the Design Criteria document both POM and CBP have the same VSS listed.

3. Will CBP require a Command & Control Center within the new terminal?

4. Will there be a need to have a separate Entrance Facility (EF) room in the new terminal for AT&T?

5. What is the name of the manufacturer for network switches required for the new terminal for POM operations?

6. Simplex Grinnell seems to be the only Fire Alarm stated in the design criteria document. Is it the only Fire Alarm system POM will accept?

A79. 1. For CBP requirements, refer to Attachment A5 – U.S. Customs and Boarder Protection, Cruise Terminal Design Standards and the information provided in the DCD Volume II.

2. All CBP security systems are stand-alone and separate from PortMiami security systems.

3. For all CBP requirements, refer to Attachment A5 – U.S. Customs and Boarder Protection, Cruise Terminal Design Standards submitted as part of the DCD Volume II.

4. AT&T will require a dedicated room within the Terminal to demark their facilities / equipment.

5. Refer to Attachment A1.4 – *PortMiami Telecom Infrastructure Specifications* submitted as part of the DCD Volume II.

6. Section 7.14.14.1 is hereby deleted and replaced with the following:
7.14.14.1 Provide a non-proprietary fire alarm system for the Terminal.

Q80. Section 7.4 of the RDBS references Anti-Terrorism/Force Protection. Please provide responses to the following:

1) Is the intent of this section to require the D-BR to provide a Threat and Vulnerability Assessment as recommended in the FEMA guidelines to determine what portions of DHS, USCG, FEMA and other agency guidelines to adopt?

2) If not, can you please provide more clarifications since adopting the entire FEMA recommendations will be very disruptive. Even some elements of provided schematic design do not meet these recommendations.

3) Will a blast assessment be required to determine ratings of bollards, barriers, stand-offs, ratings of glazing, etc...?

A80. 1&2. It is the design intent that the Design Builder incorporate measures to prevent/resist attacks against the building and users, including, but not limited to, vehicle barriers, access control, etc.
3. No.

Q81. Please provide responses to the following topics on Radio Systems:

1) D-Br will provide a equipment and spaces for a Distributed Antenna System (DAS) for code required first responder radio system. However, there is no indication of a requirement for a Cellular Service Provider DAS system in the building. Please confirm that a Cellular DAS system is not required.

2) Please confirm that there are no requirements for providing private mobile radio system coverage outside the terminal.

A81. 1&2. The Terminal, including waterside and landside areas shall have full cellular coverage. It is the Design Builder's responsibility to determine and provide a means to achieve the requirement.

Q82. Design criteria states D-Br will provide servers and storage for security, public address, and A/V systems only. Please confirm that all other data servers and storage equipment will be provided by others.

A82. As per the DCD Volume II, all systems must be delivered turn-key. Just because the DCD specifically stipulates servers and storage for security, public address, and A/V systems does not release the Design Builder from providing turn-key systems.

Q83. Please provide responses to the following:

1) Telecom rooms shown in schematic drawings provided have a coverage gap at the corners of the building when elevation changes, and actual conduit runs (parallel and perpendicular to structure) are accounted for. Please confirm that remote wall mounted NAPs are acceptable to supplement interior and exterior room coverage if required.

2) Please confirm that the intent of the telecom spaces shown in schematic drawings is for the Port and Multi Tenant networks to share the same spaces, while Virgin Voyages will have their own dedicated spaces. Any telecom spaces required for CBP will be part of the CBP areas.

A83. 1. Wall mounted NAPs are not acceptable. It is the Design Builder's responsibility to provide coverage throughout the Terminal.

2. Yes.

Q84. Please provide response to the following:
Intrusion detection is only called out in CBP areas. Are there any IDS equipment required for the port areas other than door switches?

A84. IDS equipment is not required for Port areas.

Q85. Has there been a water flow test on the existing area water piping system recently, and is the data available to be provide to the respondents?

A85. There have been no water flow tests completed recently.

Q86. For the benefit of all respondents, please clarify the following conditions of the potable water system at PortMiami, as follows:

1) Are there currently any issues with potable water pressure at PortMiami as a result of increased Cruise Ship Capacity and Berthing Capacity?

2) Are records available for water pressure measurements for peak cruise days, and can they be provided to the respondents?

3) Is it anticipated that booster pumps and potable water storage will be needed?

A86. 1. No.
2. There are no records for water pressures during peak days.
3. No booster pumps or water storage will be required.

Q87. Is there information available to be provided to the respondents on the existing demand capacity of the existing sewer system, and the maximum flow currently approved by MDWSA?

A87. There is no existing information available regarding the existing demand capacity or maximum flow approved by WASD for the existing building at the project site.

Q88. The last day to submit RFIs to the Owner is on 05-31-19. When can the respondents, expect to receive all the responses back?

A88. Responses will be provided as quickly as possible.

Q89. With the extension of the proposal package submission date to July 22, 2019, could you please consider extending the deadline for receipt of questions from the current May 31, 2019 to June 07, 2019?

A89. No.

Q92. Please provide a response to the following:

RDBS paragraph 7.14.14.1 requires a Simplex/Grinnell Fire Alarm system that is fully compatible with the existing systems at PortMiami. Is it possible to use a different FAS supplier that is also compatible and will fully report alarm, trouble and other signals to existing system?

A92. Refer to response to Question 79, no.6 of this Addendum.

Q162. Addendum #5 states delete Section 1.3 Scope of Services: The estimated contract period was 725 days excluding the warranty administration period and it has now been replace with Substantial Completion by August 24, 2021 and Final Completion date of November 1, 2021 (previously November 8, 2021).

Is our understanding correct, that this revision has reduced the contract period from 725 days to 672 days (53 days delta), with liquidated damages starting after 603 days after NTP? If not, please clarify otherwise?

Further, please confirm that there are no liquidated damages assessed after substantial completion has been achieved.

A162. Liquidated damages will be assessed if Substantial Completion is not achieved by August 24, 2021. No liquidated damages will be assessed if substantial completion is achieved and all required approvals are obtained by August 24, 2021. Refer to Liquidated Damages and associated Milestones in Section 1.4 *Project Cost* of the RDBS and as amended in Addendum No.5.

ALL OTHER PROVISIONS OF THE ORIGINAL "REQUEST FOR DESIGN-BUILD SERVICES" REMAIN UNCHANGED.

Attachments:

c: Gyselle Pino, PortMiami
Clerk of the Board

ADDENDUM NO. EIGHT

DATE:	June 11, 2019
DEPARTMENT:	PortMiami
ISD PROJECT NAME:	Design-Build Services for New Cruise Terminal H Program
ISD PROJECT NUMBER:	DB18-SEA-01
STEP 2 SUBMITTAL DATE:	July 22, 2019
CONSULTANT COORDINATOR:	Julie Whiteside

This Addendum is issued to clarify and/or modify the previously issued Request for Design-Build Services (RDBS), and is hereby made part of the RDBS. All requirements of the RDBS not modified herein shall remain in full force and effect as originally set forth. Please be sure to acknowledge receipt of this Addendum on Exhibit "J" – Acknowledgement of Addenda Form

MODIFICATIONS:

Modifications to Volume II of the RDBS – The Design Criteria Package:

1. Delete Volume IV – Reference Documents, and replace with **"CT_H-DCD-Vol_IV-References-TOC-22May-Add8"** *(Exhibit X)* **(attached)**

2. **Delete the following form Section 2.1.9.1 – Remove and Salvage:**

   2.1.9.1. Remove and Salvage: Remove, package, and deliver to PortMiami the following items. The point of delivery will be to a warehouse or storage site located on the Port as directed by PortMiami.

   2.1.9.1.1. Johnson Controls controllers and Variable Frequency Drives (VFD) for the Air Handling Units (AHU);
   2.1.9.1.2. Existing HVAC units;
   2.1.9.1.3. Portable restrooms;
   2.1.9.1.4. Back-up generators;
   2.1.9.1.5. Doors;
   2.1.9.1.6. Ramps;
   2.1.9.1.7. Light fixtures; and
   2.1.9.1.8. CBP fixtures (to be identified).

   And replace with the following:

   2.1.9.1. Remove and Salvage: Remove, package, and deliver to PortMiami the following items. The point of delivery will be to a warehouse or storage site located on the Port as directed by PortMiami.

   2.1.9.1.1. Johnson Controls controllers and Variable Frequency Drives (VFD) for the Air Handling Units (AHU);
   2.1.9.1.2. Existing HVAC units;
   2.1.9.1.3. Portable restrooms, including ramps, stairs and landings;
   2.1.9.1.4. Back-up generators; and
   2.1.9.1.5. CBP fixtures (to be identified).

QUESTIONS AND ANSWERS:

Q90. We have received the survey in CADD. But the boundary survey was not included in the survey. Please include the boundary survey in the topo survey, since it is required by us to position the site correctly

A90. The Design Builder shall layout the proposed site boundary based on the information provided in the legal description.

Q91. The Port provided the sewer lines adjacent to the future Terminal "H" building. Could we get AS-BUILT profiles of the existing sanitary lines?

A91. No as-builts are available for the gravity sewer main profiles.

Q93. Please provide a response to the following:

Please note that the MDF rooms are currently shown on the Second Floor, below the restrooms on the Third Floor. Please confirm that this is acceptable to PortMiami?

A93. It is the Design Builder's responsibility to provide a design that is permittable and follows industry standards.

Q94. Please provide confirmation to the following:

PoM Telecom Infrastructure Specifications requires the following: "All subtending network nodes (TV, display, computer, security cameras, access control, BMS, MNS, Intelligent lighting, etc.), will connect to the nearest communication room not to exceed 180 linear feet in any direction." .....Please confirm.

This will require providing additional rooms in the terminal not currently shown in the floor plans. Please clarify whether the 180' requirement is waived or whether new rooms will be required.

- PoM Telecom Infrastructure Specifications requires an Audio/Visual Computer Room sized at 12'x10' Ft. Please clarify if this room is to be added to floor plan.

A94. The Design Builder shall be responsible for providing coverage throughout the Terminal and developing a fully detailed design that complies with the intent of the DCD, Reference/Attachment Documents and meets all applicable codes and technical specifications. It is the responsibility of the Design Builder to determine the final location and quantity of such rooms. Any changes to layout and flow of the terminal, will require validation from PortMiami.

The A/V equipment can be co-located in the PortMiami's MDFs. It is the Design Builder's responsibility to properly size the MDFs and IDFs given the intended equipment as specified in the DCD.

Q95. Per Design Criteria Section 1.2.8:

"All above ground structures shall be designed to withstand wind forces in accordance with the Florida Building Code and ASCE 7, with a Basic Wind Speed of no less than 170 mph."

IBC 2006 Section 303 categorizes "waiting areas in transportation terminals" as Assembly Group A3.

According to Table 1604.5 of IBC "covered structures whose primary occupancy is public assembly with an occupant load greater than 300" are assigned to Occupancy Category III that are required to withstand a wind load of 186 mph per Florida Building Code.

Could you please confirm the required design wind load?

A95. Section 1.2.8 of the DCD Volume II indicates that basic wind speed is no less than 170 mph. It is the Design Builder's responsibility to determine the proper wind loads and design accordingly.

Q96. Please provide ship drawings, dimensions, and information for all design vessels including wind sail area, mooring line layout, displacement, length, breadth, berthing velocity, and berthing direction.

A96. This information will not be released at this time.

Q97. Per Design Criteria Section 1.2.8.1:

"The D-Br shall perform a Wind Tunnel Test of the Terminal building, Pedestrian Bridge and the canopies in compliance with ASCE 7 and ASCE 49."

The low rise, relatively regular shaped building of the terminal as well as the canopies can qualify for ASCE 7-10's analytical model instead of the wind tunnel test. Please confirm that the wind tunnel test is required.

A97. The Design Builder shall comply with requirements of the DCD Volume II.

Q98. Design Criteria 3.4.3.1.4:

"The finish shall not be accomplished with column covers."

Steel W sections are normally the preferred structural column sections. Furthermore, the required strength of the curved columns of this project may not be satisfied by round steel section or pipes, due to the limitations of their size, wall thickness and material strength. Please verify the acceptability of a **W section embedded within a steel pipe**

A98. It is the Design Builder's responsibility to comply with the design intent of the DCD and Reference Documents and provide a permittable design solution.

Q99. Per Addendum No. 4 (May 23, 2019), Modification 2, Section 4: Preliminary Plans:

Foundation Plan is the only structural plan specified, whereas for other levels only the architectural plans are required. Please confirm that STRUCTURAL floor plans are not required for floors and roofs.

A99. Per Addendum No. 4 Modification 2, Section 4: Preliminary Plans: the Design Builder is responsible for providing "Proposed structural system(s) and materials for Terminal and Pedestrian Bridge".

Q100. Please provide the KACO soils reports for the dredging work.

A100. Refer to Reference Document R4 – *Data Reports of Subsurface Exploration, Terminal H* submitted as part of the DCD.

Q101. Please provide the plans and quantities for the dredging work.

A101. Dredging plans were provided as part of the Reference Documents.

Q102. Will the Client issue a change order if the soil conditions are different from what is included in the soil reports?

Q102. Refer to response to Questions 64 on Addendum No. 6.

Q103. Have the soils been tested for contamination?

A103. No.

Q104. Are the existing materials that are scheduled to be dredged contaminated?

A104. Proposed dredge material has not been tested.

Q105. Other than the documents provided in the Attachments and Reference Documents, are there any environmental issues, reports or special conditions related to this site and the buildings to be demolished that need to be taken into account for the proposal?

A105. Refer to Reference Document R42 - *PortMiami Cruise Berth H Berthing Redevelopment Project Completeness Summary Responses* issued as part of this Addendum via the following link:
https://www.dropbox.com/s/g4g83x03aoih77o/R42-PortMiami%20Cruise%20Berth%20H%20Berthing%20Redevelopment%20Project%20Completeness%20Summary%20Responses.pdf?dl=0

Q106. Do the existing dredge materials need to be transported and disposed to a Class 1 Landfill?

A106. The Design Builder is required to test all materials for final disposal.

Q107. Where is the staging area for the dredge materials?

A107. No dredge material staging has been identified. It is the Design Builder's responsibility to provide a staging area either within their site or off-site.

Q108. Can the dredge materials be deposited and dried at Terminal H?

A108. This is part of the Design Builder's means and methods. It is the Design Builder's responsibility to coordinate any possible staging areas within their limited site.

Q109. Where is the construction staging area?

A109. Staging areas were provided as part of Reference Document. Refer to Section 1.6.3.3 of the DCD for additional temporary construction staging.

Q110. Who will secure the environmental permits?

A110. For the bulkhead and dredge components, the Port will obtain the State and Federal Permit. The Port will obtain the DERM permit once the Design Builder receives structural approval from MDC Regulatory and Economic Resources (RER) for the bulkhead. It is the Design Builder's responsibility to obtain all other permits.

Q111. What is the status of the State DEP permit?

A111. As noted in the DCD, and amended in Addendum no. 5, the permit is in process with the expectations to obtain by December 31, 2020.

A112. What is the status of the Federal Army Corp. permit?

A112. As noted in the DCD, and amended in Addendum no. 5, the permit is in process with the expectations to obtain by December 31, 2020.

Q113. What is the status of Miami Dade DERM permit?

A113. As noted in the DCD, and amended in Addendum no. 5, the permit is in process with the expectations to obtain by December 31, 2020. The Port will obtain the DERM permit once the Design Builder receives structural approval from MDC Regulatory and Economic Resources (RER) for the bulkhead.

Q114. What is the anticipated start date of construction?

A114. NTP is scheduled to be issued on December 30, 2019 as modified in Addendum #5.

Q115. Who pays for builder's risk insurance?

A115. It is the Design Builder's responsibility to pay for builder's risk insurance.

Q116. What are the working hours for construction?

A116. Refer to section 1.6.1 of the DCD Volume II.

Q117. What is the scheduled duration for the marine work?

A117. The duration for the marine work is the responsibility of the Design Builder. All work must be completed by the dates set forth in the RDBS Section 1.4 Project Costs and as amended in Addendum No.5.

Q118. Does the contract include any contingencies for material escalation costs?

A118. No.

Q119. The agencies are known to include new additional requirements with the environmental permits. Will these added permit requirements be included in a change order to the Client?

A119. No. It is the Design Builder's responsibility to comply with all permit requirements and to seek permit modifications if necessary.

Q120. Who will pay for the environmental permit fees?

A120. The Port will pay for the environmental permit fees.

Q121. Who will pay for the building permits?

A121. A Dedicated Allowance Account shall be established for the exclusive use of the Port as a reserve account for the purpose of funding the cost of all permits. The Contractor will be reimbursed for the direct (actual) construction permit costs (imposed by the applicable government agency) from this Dedicated Allowance Account upon presentation of paid receipts from the permitting agency including a copy of the permit.

Q122. The existing Terminal H fender systems is relatively new and in good shape. Can the existing Terminal H fender systems be reused at the new seawall location?

A122. No.

Q123. Please provide a combi wall solution for both Skyline Steel and LB Foster products.

A123. It is the Design Builder's responsibility to provide final permittable design.

Q124. Please provide specifications and lengths for the com bi wall system.

A124. It is the Design Builder's responsibility to provide final permittable design.

Q125. Please provide coating specifications for the com bi wall system (suggest using FDOT inorganic coating specification for longer life).

A125. It is the Design Builder's responsible for final specifications that comply with the requirements of Section 6.11.5 of the DCD Volume II.

Q126. Are the coatings both side or water side only?

A126. Refer to Section 6.11.5 of the DCD Volume II.

Q127. Are the coatings the top 40' only?

A127. Refer to Section 6.11.5 of the DCD Volume II.

Q128. Will the tie backs and anchor wall also require coatings?

A128. Refer to Section 6.11.5 of the DCD Volume II.

Q129. Please provide specifications for the concrete.

A129. It is the Design Builder's responsibility to provide final concrete specifications that comply with the requirements of the DCD.

Q130. What is the spacing for expansion joints in the concrete cap?

A130. Expansion joints shall be spaced accordingly to prevent cracking and to allow for movement. Final design to be the responsibility of the Design Builder.

Q131. Who will perform and pay for destructive testing (concrete breaks)?

A131. As noted in the DCD Volume II, all Quality Control Testing is the responsibility of the Design Builder.

Q132. Who will perform and pay for threshold inspections?

A132. As noted in the DCD Volume II, all Quality Control Testing and permit inspections are the responsibility of the Design Builder.

Q133. What are the compaction requirements for the new fill (between old and new bulkhead) that is below water?

A133. Refer to Section 6.6.10 of the DCD Volume II.

Q134. What are the compaction requirements for the new fill (between old and new bulkhead) that is above water?

A134. Refer to Section 6.6.10 of the DCD Volume II.

Q135. Who will perform and pay for surveys (pre-construction, construction and postconstruction)?

A135. It is the Design Builder's responsibility to pay for all surveys.

Q136. Please provide specifications for the auger cast piles (size, length and reinforcement).

A136. It is the Design Builder's responsibility to provide all technical specifications.

Q137. Please provide specifications for the reinforced concrete pavement (concrete, thickness and reinforcement).

A137. It is the Design Builder's responsibility to provide all technical specifications.

Q138. Does the new seawall work include any mechanical, electrical or plumbing work?

A138. Refer to requirements noted in the DCD.

Q139. What are the specifications for the existing dolphin mooring that is scheduled to be removed?

A139. Refer to Reference Document R43 – *Port of Miami Terminal Nos. 3, 4 and 5 Mooring Dolphin Improvements Project* included as part of this Addendum via the following link: https://www.dropbox.com/s/fl0ncagilcn2joc/R43-Terminals%203-4-5%20Bulkhead%20Mooring%20Dolphins%20Improvements%20Project%20As-Built%20Set.pdf?dl=0

Q140. Is the existing dolphin mooring piles filled with any materials (concrete or sand)?

A140. Refer to response to Question No. 139.

Q141. What are the pile lengths of the existing dolphin mooring piles?

A141. Refer to response to Question No. 139.

Q142. Please provide the pile requirements (materials, lengths, thickness for the new dolphin mooring piles (plan S-306).

A142. It is the Design Builder's responsibility to provide all pile designs and technical specifications.

Q143. Can the marine contractor leave in place the existing steel bulkhead?

A143. Refer to Section 6.4.5 – *Demolition and Removals* of the DCD Volume II.

Q144. Who will remove and dispose of any existing mechanical, electrical, plumbing and sewer utilities?

A144. Removal and disposal are the responsibility of the Design Builder.

Q145. Who will demolish the existing concrete cap that is on top of the existing steel bulkhead (marine contractor or demo contractor)?

A145. Removal and disposal are the responsibility of the Design Builder.

Q146. Please provide the wage rates that are to be included in this project.

A146. **Please refer to Exhibit D of the RDBS.**

Q147. Does this project include a Buy American materials requirement?

A147. No.

Q148. Where will the storm sewer work terminate?

A148. Refer to Reference Document R26 – *Existing Sanitary Sewer* for potential sanitary sewer connection points.

Q149. Will the storm sewer contractor install their pipe through the new seawall?

A149. Refer to Section 5.11.9 and throughout the DCD Volume II.

Q150. Who will provide and install the in-line flanged checkmate valve (civil contractor or marine contractor? See Manatee Grate Detail on plan 5-305)?

A150. It is the Design Builder's responsibility to coordinate scope of work with the appropriate sub-contractors.

Q151. Is the G&S SBE 4% requirement limited to Services or can it be both Goods & Services?

A151. **The SBE-Service 4% goal requirement is limited to Services (Only). For further clarification firms are certified as SBE-G/S but the NIGP code and scope of work will dictate the Service or Goods sold. In this case the firm scope of work must be "Service" only.**

Q152. Are there any agreements with Environmental Regulatory agencies in effect that the proposers need to be aware of for the proposal?

A152. The are no project specific agreements currently in place.

Q153. Are there any traffic reports or traffic survey information previously performed by consultants to the Port or gathered by Port Operations related to the roadways associated with access to this site that show traffic daily counts, type of vehicles, peak periods, and other times of use?

A153. The Port has not conducted a Cruise Terminal H project specific traffic report or survey.

Q154. Please provide ship drawings, dimensions, and information for all design vessels including wind sail area, mooring line layout, displacement, length, breadth, berthing velocity, and berthing direction.

A154. Repeat of Question no. 96.

Q155. Attachment A01-PortMiami_Stds includes the PortMiami Wayfinding Standards.

Reference R18-Signage-4.3.19 includes Virgin Voyages specific signage package that would conflict with the above mention attachment document.

Please provide directive for which standard or document to follow.

A155. As indicated in the DCD Volume II, Design Builder is to comply with the Virgin Voyages signage standards where indicated. All other signage must comply with the PortMiami Wayfinding Standards.

Q156. RDBS 7.3.11.8 states:

"Minimum finished roof slope on all roof areas, including crickets, shall be ½-inch per foot. No ponding, as defined by the National Roofing Contractors Association, is allowed."

Florida Building Code uses 1/4" per foot as a minimum for flat roof slopes.

Please provide directive for which slope standard shall apply keeping in mind that increased slope minimums can lead to increased roof cost

A156. Design Builder shall comply with the requirements of the DCD Volume II.

Q157. What is the location and size of the sub contactor's storage area and yard?

A157. Refer to response to Question no. 109 of this Addendum.

Q158. Will the entire bulkhead area be available from the start of the subcontractor's work?

A158. The existing Provisioning Tent and security access gate and booth must be relocated prior to any work on the bulkhead or apron. Refer to Reference Document R7 – Temporary Cruise Terminal G Provisioning and Security Access and Section 2.2 – Temporary Cruise Terminal G Provisioning and Crew Access of the DCD, Volume II for additional requirements.

Q159. Are there any restrictions to working hours or and mandatory holidays?

A159. Refer to response to Question No. 116 of this Addendum.

Q160. Please confirm if metals tables are currently used successfully at PortMiami to increase capacity of the baggage claim area. Is the intent to use such tables for this project or is simple baggage laydown the intended method? If the intent is to use metal tables in baggage claim, will these be provided by others?

A160. Luggage tables will not be used for this project.

Q161. General demolition is stated as required by the DB, will PortMiami have any responsibilities for:

1) collection of any of the demolition,
2) or any required reuse of materials
3) any requirements for demolition of MEPs and Owner collection

A161. PortMiami will remove various items related to the relocation of existing tenants. It is the Design Builder's responsibility to remove or salvage items as noted in the DCD Volume II.

Q163. Has an underwater inspection for sea corals been completed?

A163. Refer to Attachment Document *"FinalNtulResSurvey Rpt CTH Berthing.pdf"* contained in the A09-Berth-PermitApp / DERM Application folder submitted as part of the DCD.

Q164. Have corals been relocated from the project area?

A164. No.

Q165. Is coral relocation part of the marine contractor's scope of work?

A165. Yes. This includes the post-relocation monitoring requirements.

Q166. Who is responsible for the environmental impact fees?

A166. Refer to response to Question No. 121.

Q167. Please provide the latest as-built drawings of the existing parking garage to coordinate the design of the new pedestrian bridge connecting the garage and the new terminal.

A167. Refer to Reference Document R44 – *Port of Miami Cruise Terminal No. 6 Parking Garage* issued as part of this Addendum via the following link: https://www.dropbox.com/s/jeikenxz2h414et/R44-Port%20of%20Miami%20Cruise%20Terminal%20No.%206%20Parking%20Garage.pdf?dl=0

Q168. AV System Design Criteria Section 7.19 Clarifications:

1. Is the system to be designed with BrightSign or Triple play? Using them together will create conflicts, operator complexity, and limit functionalities.
2. Attempting to blend the specifications of 2 control systems (the Ports and Virgins is not a sound design criteria).
3. Using a DAS Distro system is a deviation from the port's current system and area zoned paging vs entire terminal, it will increase cost to have capabilities to cover areas that don't need wireless paging; is this how the Port want to proceed?
4. Using Crestron and QSC control panels on the same system will limit system capabilities, Qsys audio can only be properly controlled by QSYS panels.
5. The Virgin standards calls for QSYS panel and virtual connection between the ship and terminal; this will greatly limit the control of Tripleplay with the use of the QSYS panel.
6. Is all video and audio content is being to be provided by "others"?
7. Will there be any ticket booth/AV equipment in the design?

A168.

1. **Tripleplay is the signage and IPTV solution currently in place at the Seaport and will extend into Terminal H. BrightSign media player is the signage player that will drive the content and channel selection from Tripleplay onto the monitors.**
2. **Noted.**
3. **Design Builder to follow the design intent as described in the DCD.**
4. **Qsys panels are to have full control of audio. Crestron panels are for AV system startup, controls / manipulation of content on monitors and, if need be, controls of paging zones.**
5. **QSYS panel will not have any controls of Tripleplay.**
6. **Yes.**
7. **Refer to DCD Volume II for all A/V equipment and monitor locations.**

Q169. LEED's minimum program requirements state "Buildings located on previously constructed docks, piers, jetties, infill, and other manufactured structures in or above water are permissible, provided that the artificial land was not constructed by the owner of the LEED project for the express purpose of constructing the LEED project." If GBCI/LEED determines that this project is ineligible for LEED Certification due to it conflicting with the minimum program requirements, would Florida Green Building Coalition (FGBC) Certification be an approved alternate?

A169. The project site and proposed design meets all Minimum Program Requirements and is eligible for LEED Certification; therefore, FGBC Certification is not an approved alternate for this project.

Q170. Addendum No. 3 states modifications to the STEP 2 CSC Meeting (oral presentation), to now be August 6, 2019.

Additionally Addendum No. 5 states modifications to the anticipated NTP date to be December 30, 2019.

For clarification, please provide a detailed timeline schedule with dates, from the start of the STEP 2 CSC date of 08-06-19, to the anticipated NTP date of 12-30-19, and all the activities in between these dates.

A170. The anticipated timeline is as follows:

Step 2 Meeting: 8/6/19
Approved Negotiation Authorization Memorandum: 8/16/19
First Negotiation Meeting: 8/22/19
Completion of Negotiations: 9/18/19
Contract Award Recommendation: 10/8/19
Contract Award: 12/30/19

Q171. The Oct. 2018 Atkins drawings show the mooring dolphin extending a maximum of 230 ft. from the bulkhead. The April 2019 Atkins drawings show the mooring dolphin extending a maximum of 150 ft. from the bulkhead. Which is the correct extension and what is determining the length of the extension?

A171. Refer to Attachment Document A8 –*Cruise Terminal H Berthing Redevelopment* and the DCD Volume II for the max allowable mooring dolphin extension.

Q172. Confirm elevator sump pumps should drain to storm as per 7.10.1.13 of Design Criteria, Vol. II, page 164 of 185.

A172. Confirmed.

Q173. The following questions refer to paragraph 7.14.2.1 of Design Criteria Vol. II, page 166 of 185:
A. Has approval been obtained from FPL to provide automatic throw-over switchgear?
B. Have the two feeder routings been coordinated with FPL?
C. Would the Design Builder have to do anything in the vault or anywhere else regarding the automatic throw-over switchgear?

A173. A. It is the Design Builder's responsibility to coordinate with FPL.
B. The electrical service point indicated in the DCD has been discussed with FPL. The routing of the ductbanks to the terminal has not been determined. The Design Builder shall coordinate such with FPL and PortMiami as indicated in the DCD Volume II.
C. It is the Design Builder's responsibility to determine.

Q174. It appears that the intent of the schematic drawings and narrative is to locate the cooling towers above the police offices and then run condenser water lines either overhead or underground approximately 500 feet to the ground floor chillers. Please confirm that this is the intent.

A174. Confirmed per the design intent. However, it is the Design Builder's responsibility to develop a permittable design that will not impact the look and feel of the Terminal's exterior, including the roof and overhead canopies.

Q175. No electrical rooms are shown except the main electrical room adjacent to the vault. Please confirm that space can be taken from passenger areas if not able to be accommodated from the other utility and back of house spaces shown.

A175. It is the responsibility of the Design Builder to determine the final location and quantity of such infrastructure. Any changes to layout and flow of the terminal, will require validation from PortMiami.

Q176. Please confirm that FPL has approved the vault size.

A176. It is the Design Builder's responsibility to coordinate final vault size with FPL.

Q177. Please confirm that the Port has approved the location of the solar array at the garage.

A177. Any LEED strategies related to structures outside of the new Cruise Terminal and site shall be coordinated and approved by PortMiami. If deemed necessary to achieve LEED Gold, it is the Design Builder's responsibility to coordinate coverage and location with PortMiami. Any additional structural loads and modifications to the existing structure will be the responsibility of the Design Builder. It is the Design Builder's responsibility provide a permittable design solution.

Q178. Please confirm that the garage solar array will in essence become a roof over a portion of the rooftop parking deck, necessitating whatever utilities are required for such a structure: lighting, fire sprinklers, drainage and lightning protection.

A178. If deemed necessary to achieve LEED Gold, it is the Design Builder's responsibility to coordinate coverage and location with PortMiami. Any additional structural loads and modifications to the existing structure will be the responsibility of the Design Builder. It is the Design Builder's responsibility provide a permittable design solution.

Q179. Since per the schematic design there is presently no space below the structural members and roof fans and intakes are not acceptable, please advise where the exhaust and intake louvers should be placed. A preliminary estimate of intake louvers, if on the building face, shows a total of 800 square feet of louver, minimally, to be placed near the mechanical spaces. This is just for outside air intake. There is also a need for exhaust louvers.

A179. Exhaust or intake louvers can be integrated into the north and south CMU walls of the Terminal which face the Terminal G apron and new provisioning loading area. The waterside ground floor level (west side) is also a CMU wall which faces the Terminal H apron. Louvers can be designed into these walls as needed and painted to match the wall color. A vertical band of louvers would be preferred to punched openings.

Q180. Will rooftop louvered intake penthouses be acceptable for outside air intake to air handlers?

A180. Projections above the roof are not preferred. Refer to response to Question no.179.

Q181. Confirm if utility metering for domestic water must be tied to the BMS or if a manually read meter is acceptable (assuming it is acceptable for LEED).

A181. A manually read meter is acceptable; however, tying the meter to the BMS or remote monitoring system is encouraged to allow the building's facilities team to monitor ongoing performance more easily.

Q182. Per the reflected ceiling plan, many passenger access areas such as CBP Primary appear to have exposed structure ceilings. Please confirm

A182. It is the Design Builder's responsibility to comply with all code and applicable jurisdictional requirements. For all CBP requirements, refer to Attachment A5 – *U.S. Customs and Boarder Protection, Cruise Terminal Design Standards* submitted as part of the DCD.

Q183. In areas with exposed structure ceilings, should ducts be exposed? Can they be single wall sheet metal?

A183. In areas with exposed structure ceilings, ducts can be exposed. Ductwork material shall comply with all code and jurisdictional requirements. For all CBP requirements, refer to Attachment A5 – *U.S. Customs and Boarder Protection, Cruise Terminal Design Standards* submitted as part of the DCD.

Q184. Given the extremely extensive requirements published in Addendum 4 for the bid submittal, We are here requesting a minimum of three-week extension to the July 22nd submittal deadline date.

A184. No.

Q185. Could the GC start asbestos abatement and demolition of the terminal prior to approval of the 30% CD's? If so, how soon after award of the project could that work commence?

A185. Any scope of work at the existing Terminal may not start until all tenants have been relocated. Refer to Section 1.30.4.2 of the DCD Volume II.

Q186. DCD 3.15.9 States: "Provide no less than six (6) dedicated CBP parking spaces on the waterfront apron directly adjacent to the terminal, located outside the Secondary Processing area. No less than one (1) space shall be ADA van accessible."

DCD 6.12.12.1 States: "Provide no less than two (2) 9-foot by 18-foot parking spaces outside the CBP waterside access door. Provide an additional two (2) 9-foot by 18-foot parking spaces at the locations indicated on the Schematic Drawings." Sheet A1-01, A1-05, LA-101, of R17, Sheet S-100 of A08, A1-01A of A07, do not clearly mention or indicate any CBP parking locations.

Please provide a sketch of the proposed locations for all CBP parking, or indicate where in the schematic drawings, the locations are indicated. Keep in mind that parking spaces cannot conflict with the PBB runways.

A186. The Design Builder shall assume that a total of six parking (6) spaces are to be delineated on the apron for CBP. Final location to be coordinated with PortMiami.

Q187. DCD 3.19.6 states: "Trash and Recyclables Room: Provide a trash and recyclables room near the Provisioning Dock. Room shall be large enough to accommodate two (2) dumpsters."

DCD 3.19.6.3 states: "Provide adequate ventilation, odor control, and floor drains. Provide a recessed hose bib for cleaning."
Note on A1.01A in document A07 states: "A/C enclosed with water spigot" in reference to the trash room. Please provide responses to the the following:
a) Provide dumpster sizing intended to be used for this terminal.
b) Provide clarification of how recyclables are intended to be collected for this terminal.
c) Is (1) dumpster intended to be for recyclables
d) Are additional dumpsters needed for recycling
e) Is the room required to be A/C enclosed or simply ventilated?

A187. a) It is the responsibility of the Design Builder to coordinate with local waste service providers for dimensions.
b) Not applicable to the design
c) Not applicable to the design
d) Refer to Section 3.19.6 – *Trash and Recyclables Room* in the DCD Volume II.
e) Properly ventilated per Section 3.19.6 – *Trash and Recyclables Room* in the DCD Volume II.

Q188. For the benefit of all bidders, PortMiami and Miami-Dade County, and to further facilitate a responsible proposal, will the County extend its RFI Deadline of May 31st to June 7th due to the fact that remaining questions are yet to be answer and potential RFIs may arise from future Addenda

A188. No.

Q189. Per Page 2 of 185 of DCD Vol II, the selected Design-Build Team shall provide Building Permitting. However on Capital Project APP Budget Allocation Worksheet, the Allowances for Construction (Line K) include an allowance for Permitting costs. Please confirm that the Permitting process will be performed by the DB Team but that all permit or review fees, impact fees and all other costs imposed by all Authorities Having Jurisdiction will be paid for by Owner from that Allowance.

A189. Refer to response to Question No. 121.

Q190. Section 1.9.1 DCD Vol II - This section indicates the Design-Builder will be responsible for the disposal of all contaminated soils. Please clarify if all bidders are expected to include in their bids the cost of environmental remediation permitting, soil disposal, monitoring and final certification.

A190. It is the Design Builder's responsibility to dispose of all dredge material and any monitoring and certification associated with dredging activities. If contaminated soils are discovered during upland construction, the Design-Builder shall be responsible for the disposal of all contaminated soils without additional contract time and event shall be treated as an unforeseen condition.

Q191. Please advise if there will be Tax Savings via Owner Direct Purchases. If so, what is the expected goal.

A191. Design Builder shall provide Owner's Representative a list of all intended suppliers, vendors, and materialmen for consideration as Owner Direct Purchased materials. This list shall be submitted at the same time as the preliminary schedule of values and the Project schedule. The Contractor shall submit a description of the materials to be supplied, estimated quantities and prices.

Q192. In order to be able to quantify costs, please advise what is the limit for Structure Settlement and Vibration Monitoring Radius for the Project.

A192. There is no defined limit. The Design Builder shall be responsible to consider settlement in their design. For tunnel monitoring, refer to Section 1.14.6 *Existing PortMiami Tunnel* as modified in Addendum no. 4.

Q193. Section 1.9.1 DCD Vol II - This section indicates the Design-Builder will be responsible for the disposal of all contaminated soils. Please provide environmental reports documenting contamination of existing site soils.

A193. The Port does not have environmental reports documenting contamination within the New Cruise Terminal H program site.

Q194. Water Savings: Please clarify for the benefit of all bidders that the Port will accept the provision of non-potable or reclaimed water for irrigation or plumbing fixtures in order to achieve LEED Gold rating.

A194. The original design intent includes a provision for a rainwater harvesting system to provide 100% of any permanent irrigation needs. If ongoing conversations with the Port determine that this option is not feasible or permissible, the project team may submit an alternative strategy worth at least 1 LEED point in lieu of pursuing this optional LEED credit.

Q195. Please review and clarify:

DCD 3.21.4 states: "The egress stairs from the terrace shall include a gate or door at the bottom of landing with alarmed, 45-second delay, fire exit hardware. Access control shall be provided on the exterior sided of the gage/door. No passenger access to the stairs from the ground level will be allowed."

Has the Fire Department been consulted to confirm that the 45 second delay is acceptable?

A195. It is the responsibility of the Design Builder to prepare permit ready construction documents, including life safety requirements.

Q196. 7.14.2.4.8 DCD Vol II - Are all exterior doors required to have a GFCI receptacle?

A196. Per Section 7.14.2.4.8. of the DCD Volume II, GFCI receptacles with weatherproof covers shall be located on the Terminal exterior adjacent to doors exiting the building.

Q197. Section 1.15.1 & 2.1.1 DCD Vol II - No utilities shall be abandoned in place. Section 5.13.3.1 DCD Vol II - Upon completion and acceptance of the new water main, the existing water main shall be cut, capped, abandoned, and grouted in place. These two sections contradict each other for water service lines. Please clarify if water main can be abandoned in place and the procedure to abandon it.

A197. No utility shall be abandoned in place, unless indicated in the DCD.

Q198. Confirm quantity and locations of powered seating or other furniture that may require power feeds.

A198. Refer to Sections 3.5.4.5, 3.24.6.1, and elsewhere in the DCD Volume II.

Q199. Please indicate the location for tie-in point(s) for connections of the new water distribution system to the existing water distribution system loop.

A199. Refer to Section 5.13 of the DCD Volume II and Reference Documents.

Q200. Is there a requirement to load test the piles for the new mooring bollards?

A200. It is the Design Builder's responsibility to determine any load testing requirements.

Q201. PoM Design Guidelines and Standards (2014) Section 27 10 00-2-a.i states that the contractor is responsible for providing pathways only for telecommunications needs (voice and data). Section 27 10 00-2-a.iii A separate Telecommunications specialist will be contracted directly to the PoM to design and install active equipment and passive cabling. Section 7.1.4 DCD Vol II states that the Design-builder shall design and construct all components necessary to provide a complete functional system. In addition, section 7.14.16 states that a complete raceway system of outlet boxes, conduit, and cabling shall be provided for the terminal building. Please confirm the DB's scope of works in regards to the telecommunications passive cabling.

A201. Section 7.1.4 and 7.14.16 of the DCD Volume II take precedence over the POM Design Guidelines and Standards (2014).

Q202. As per Section 7.19 of DCD Vol II, please confirm that the PoM already operates a fully functional Triple Play Digital Signage and IPTV solution and the Design Builder's scope of work for the this project will be to provide network connectivity, displays, and where necessary set-top boxes to connect up to existing services available on the PM LAN, including any licensing necessary to implement the display locations, but excluding head-end components, application servers, application workstations, etc. to facilitate the content scheduling and/or creation.

A202. Confirmed.

Q203. As per Addendum 5 Answer 5, please clarify which movable furniture will be provided by PoM, i.e. Will Mobile check-in kiosk provided by PoM.

A203. Mobile check-in hotspots/islands/kiosks located on the ground and second level of the Terminal shall be the responsibility of the Design Builder as noted in the DCD.

Q204. Please clarify that in all cases where a single source system or vendor is specified. Will it be acceptable to provide a competitor's product, provided that the product complies with the same performance requirements?

A204. Where a single source vendor or equipment has been specified, no substitutions shall be allowed.

Q205. As per Addendum 5 Answer 5, Please clarify which seating will be provided by Port of Miami.

A205. All non-built in furniture, with the exception of the mobile check-in hotspots/islands/kiosks as noted in response to Question no. 203, will be provided by PortMiami.

Q206. Please confirm, for the benefit of all bidders, that all scanning/security equipment such as body or luggage scanners, x-ray scanners, magnetic detectors, computers, monitors, and similar equipment, to be used by CBP, TSA or other Government security agencies, will be provided and installed by parties other than the Design-Builder, so that the Design-Builder will need to provide only power feeds to all that equipment.

A206. Screening equipment will be provided by others as noted throughout the DCD, Volume II.

Q207. Please confirm that the offices adjacent to the loading dock are going to be NGVD 8'-6" and if so, please confirm this has prior approval from DERM.

A207. It is the design intent for the rooms adjacent to the loading docks to be at elevation +8.5' NGVD. However, it is the Design Builder's responsibility to provide a permittable design that complies with all the applicable codes and jurisdictional requirements.

Q208. Please review and provide response:

Addendum No 4 Questions and Answers, Q3 states "Currently, the contract is not available. It will be prepared and provided to the recommended Design Builder prior to negotiation." Likewise, you are requesting a bid bond. Bonding Companies typically request a copy of the Contract in order to be able to price the bid bond. Without copy of the contract, Bonding Companies might not be willing to provide bid bond. Can you reconsider and provide a copy of the Contract via addendum, before the proposal is due?

A208. Refer to response to Questions 3 on Addendum No. 4

Q209. Please review and clarify:

5.18.3.1. Operational lighting shall provide no less than 5-foot-candles average, 1-foot-candle minimum illumination measured 3-feet above the Ground Transportation Area, provisioning, or any cruise terminal operation.

5.18.3.2. Security lighting shall provide throughout the site, at no less than 1-foot-candle illumination measured on the ground or pavement surface, at any location.

Please confirm the above requirements were taken into account, for the lighting design provided, as part of the reference documents.

A209. It is the Design Builder's responsibility to provide final lighting design.

Q210. Under Article 1.2.10. of the DCD Vol II, Flood Resistance: It states that the "D-Br shall design the waterfront, site, and terminal in accordance with ASCE 24, "Flood Resistant Design and Construction" and the requirements of the Florida Building Code (FBC), and Sea Level Rise (SLR) in accordance with Miami-Dade County Ordinance 14-79. The terminal building shall be dry proofed to no less than Elevation +15.0 NGVD." Could you please define Dry Proofed?

A210. ASCE 24 defines "Dry Floodproofing" as "*Dry floodproofing shall be accomplished through the use of flood damage-resistant materials and techniques that render the dry floodproofed portions of a structure substantially impermeable to the passage of floodwater below the elevations specified*".

Q211. Please review and clarify:

7.4.2. The design shall provide mitigation measures to minimize the security risk to human life by providing mechanisms and design measures to deny and prevent unauthorized vehicles access/intrusion/encroachment into the terminal Program area.

7.4.4. Facility design shall maximize the distance to a controlled perimeter and minimize obstructed space in which placement of an explosive device would not be observable by building occupants.

Were the above requirements taken into account, for the schematic design of the elevated terrace?

A211. It is the Design Builder's responsibility to provide a permittable design that complies with all applicable codes and jurisdictional requirements.

ALL OTHER PROVISIONS OF THE ORIGINAL "REQUEST FOR DESIGN-BUILD SERVICES" REMAIN UNCHANGED.

Attachments:

c: Gyselle Pino, PortMiami
Clerk of the Board

ADDENDUM NO. NINE

DATE:	July 2, 2019
DEPARTMENT:	PortMiami
ISD PROJECT NAME:	Design-Build Services for New Cruise Terminal H Program
ISD PROJECT NUMBER:	DB18-SEA-01
STEP 2 SUBMITTAL DATE:	July 22, 2019
CONSULTANT COORDINATOR:	Julie Whiteside

This Addendum is issued to clarify and/or modify the previously issued Request for Design-Build Services (RDBS), and is hereby made part of the RDBS. All requirements of the RDBS not modified herein shall remain in full force and effect as originally set forth. Please be sure to acknowledge receipt of this Addendum on Exhibit "J" – Acknowledgement of Addenda Form

MODIFICATIONS:

Modifications to Volume II of the RDBS – The Design Criteria Package:

1. **Delete the following from Section 1.2.10 – Flood Resistance:**

   1.2.10. Flood Resistance: The D-Br shall design the waterfront, site, and terminal in accordance with ASCE 24, "Flood Resistant Design and Construction" and the requirements of the Florida Building Code (FBC), and Sea Level Rise (SLR) in accordance with Miami-Dade County Ordinance 14-79. The terminal building shall be dry proofed to no less than Elevation +15.0 NGVD.

   And replace with the following:

   1.2.10. Flood Resistance: The D-Br shall design the waterfront, site, and terminal in accordance with ASCE 24, "Flood Resistant Design and Construction" and the requirements of the Florida Building Code (FBC), and Sea Level Rise (SLR) in accordance with Miami-Dade County Ordinance 14-79. The entire terminal building shall be dry proofed to no less than Elevation +15.0 NGVD.

   1.2.10.1 A preliminary wave and water level review was conducted considering current and predicted SLR water levels and their effect on Flood Resistance requirements for the Program. It was the conclusion of the review that the site was not currently and may not in the foreseeable future be located within a Coastal A Zone, Coastal High Hazard Area, or High Risk Flood Area as defined by FEMA, ASCE, and the FBC. The review and assumptions were not shared with DERM or any other agency.

   1.2.10.1.0 The D-Br shall be responsible to conduct his own analysis with the readily available knowledge that FEMA is re-mapping the Coastal zones and this information may be formally adopted prior to a Project permit application submission. The D-Br shall obtain concurrence from appropriate permitting agencies for the flood resistant measures proposed.

   1.2.10.2 The measures/means to dry proof the terminal to the elevation indicated shall be at the discretion of the D-Br, subject to approval by PortMiami and applicable Permitting agencies.

ALL OTHER PROVISIONS OF THE ORIGINAL "REQUEST FOR DESIGN-BUILD SERVICES" REMAIN UNCHANGED.

c: Gyselle Pino, PortMiami
Clerk of the Board

EXHIBIT B

(Basis for Minimum Annual Guarantee)

Term Year	Fiscal Year	Wharfage	Minimum Pax
1	FY2022	$13.52	498,600
2	FY2023	$13.93	498,600
3	FY2024	$14.34	498,600
4	FY2025	$14.77	498,600
5	FY2026	$15.22	498,600
6	FY2027	$15.67	498,600
7	FY2028	$16.14	498,600
8	FY2029	$16.63	498,600
9	FY2030	$17.13	498,600
10	FY2031	$17.64	498,600
11	FY2032	$18.17	498,600
12	FY2033	$18.71	498,600
13	FY2034	$19.28	498,600
14	FY2035	$19.85	498,600
15	FY2036	$20.45	498,600
16	FY2037	$21.06	498,600
17	FY2038	$21.70	498,600
18	FY2039	$22.35	498,600
19	FY2040	$23.02	498,600
20	FY2041	$23.71	498,600
21	FY2042	$24.42	498,600
22	FY2043	$25.15	498,600
23	FY2044	$25.91	498,600
24	FY2045	$26.68	498,600
25	FY2046	$27.48	498,600
26	FY2047	$28.31	498,600
27	FY2048	$29.16	498,600
28	FY2049	$30.03	498,600
29	FY2050	$30.93	498,600
30	FY2051	$31.86	498,600
Opt1-1	FY2052	$32.82	498,600
Opt1-2	FY2053	$33.80	498,600
Opt1-3	FY2054	$34.82	498,600
Opt1-4	FY2055	$35.86	498,600
Opt1-5	FY2056	$36.94	498,600
Opt2-1	FY2057	$38.04	498,600
Opt2-2	FY2058	$39.18	498,600
Opt2-3	FY2059	$40.36	498,600
Opt2-4	FY2060	$41.57	498,600
Opt2-5	FY2061	$42.82	498,600
Exclusive of Dockage, Harbor or other Port Fees			

EXHIBIT C

(Capital Recovery Surcharge)

Year (note 1)	Minimum Annual Guaranteed Passenger Movements (note 2)	Rate per Passenger Movement (note 4)	Estimated Allocation to Principal	Estimated Allocation to Interest & Costs	Annual Minimum Payment (note 3)
1	554,000	$8.70	$728,687	$4,091,114	$4,819,800
2	554,000	$8.70	$776,051	$4,043,749	$4,819,800
3	554,000	$8.70	$826,495	$3,993,306	$4,819,800
4	554,000	$8.70	$880,217	$3,939,584	$4,819,800
5	554,000	$8.70	$937,431	$3,882,369	$4,819,800
6	554,000	$8.70	$998,364	$3,821,436	$4,819,800
7	554,000	$8.70	$1,063,258	$3,756,543	$4,819,800
8	554,000	$8.70	$1,132,369	$3,687,431	$4,819,800
9	554,000	$8.70	$1,205,973	$3,613,827	$4,819,800
10	554,000	$8.70	$1,284,362	$3,535,439	$4,819,800
11	554,000	$8.70	$1,367,845	$3,451,955	$4,819,800
12	554,000	$8.70	$1,456,755	$3,363,045	$4,819,800
13	554,000	$8.70	$1,551,444	$3,268,356	$4,819,800
14	554,000	$8.70	$1,652,288	$3,167,512	$4,819,800
15	554,000	$8.70	$1,759,687	$3,060,114	$4,819,800
16	554,000	$8.70	$1,874,066	$2,945,734	$4,819,800
17	554,000	$8.70	$1,995,881	$2,823,920	$4,819,800
18	554,000	$8.70	$2,125,613	$2,694,188	$4,819,800
19	554,000	$8.70	$2,263,778	$2,556,023	$4,819,800
20	554,000	$8.70	$2,410,923	$2,408,877	$4,819,800
21	554,000	$8.70	$2,567,633	$2,252,167	$4,819,800
22	554,000	$8.70	$2,734,529	$2,085,271	$4,819,800
23	554,000	$8.70	$2,912,274	$1,907,527	$4,819,800
24	554,000	$8.70	$3,101,571	$1,718,229	$4,819,800
25	554,000	$8.70	$3,303,174	$1,516,627	$4,819,800
26	554,000	$8.70	$3,517,880	$1,301,920	$4,819,800
27	554,000	$8.70	$3,746,542	$1,073,258	$4,819,800
28	554,000	$8.70	$3,990,067	$829,733	$4,819,800
29	554,000	$8.70	$4,249,422	$570,379	$4,819,800
30	554,000	$8.70	$4,525,634	$294,166	$4,819,800

(note 1) Commencement and Final Years may pro-rated based on commencement date "Substantial Completion"

(note 2) Reimbursement payments due County will be calculated on an annual basis (per Fiscal Year) by multiplying the then-applicable Reimbursement Pax Rate by the greater of (i) the actual number of Virgin's Passenger Movements occurring in such Fiscal Year or (ii) 554,000 Passenger Movements required during such Fiscal Year per Virgin's Minimum Annual Capital Recovery Surcharge Guarantee. Notwithstanding the foregoing Virgin reimbursement payment obligations, the County shall invoice Virgin Cruises for same on a per vessel call basis, and Virgin shall pay each invoice within 15 days of receipt thereof, based on Virgin's actual number of monthly Passenger Movements, subject to annual Port reconciliations and true ups as set forth in the Agreement in the event of any payment shortfalls in any Fiscal Year. Payments include interest and costs at 6.50%

(note 3) Or as adjusted per Agreement including Section 2.06 d.

(note 4) For a final project price of $140 million the Pax Rate will be $7.70, for a Project cost between $140 million and $150 million the Pax Rate will be $8.20, for Project costs exceeding $150 million the Pax Rate will be $8.70

EXHIBIT D

(Termination Payment Schedule)

Termination Payment	
Term Year*	Termination Payment
5	$156,463,896
6	$152,206,642
7	$147,737,666
8	$143,043,207
9	$138,108,608
10	$132,918,261
11	$127,455,540
12	$121,702,743
13	$115,641,014
14	$109,250,272
15	$102,509,133
16	$95,394,819
17	$87,883,075
18	$79,948,068
19	$71,562,285
20	$62,696,426
* At the completion of the applicable year	

EXHIBIT E
(Sample Invoice)

PORTMIAMI

Invoice No. YYYY - ####

DATE mm/dd/yyy

Port of Miami
1015 N. America Way, 2nd Floor
Miami, FL 33132-2081
T 305-371-7678 F 305-329-4057
www.miamidade.gov/portofmiami

www.miamidade.gov

INVOICE

BILL TO:	BERTH ASSIGNMENT	
VIRGIN CRUISES INTERMEDIATE LIMITED	SHIPLINE:	VIRGIN CRUISES INTERMEDIATE LIMITED
5 ROUNDWOOD AVENUE	VESSEL NAME	NAME
STOCKLEY PARK	VESSEL CALL SIGN:	#AAA#
UXBRIDGE, UNITED KINGDOM UB11 1AF	ARRIVAL DATE:	MM/DD/YYY

TARIFF	DESCRIPTION	DAYS	BILLING INQUIRY IN	BILLING INQUIRY OUT	BILLING INQUIRY TOTAL	UNIT	RATE ($/UNIT)	AMOUNT ($)
####	DOCKAGE	1			98,000.00	GRT	0.390	38,220.00
####	WHARFAGE, PASSENGER	ea.	2,770.00	2,770.00	5,540.00	PSG	12.740	70,579.60
CRS	CAPITAL RECOVERY FEE, PASSENGER	ea.	2,770.00	2,770.00	5,540.00	PSG	8.700	48,198.00
707.02	HARBOR FEE	1				FFE	525.000	525.00
							TOTAL	$157,522.60

EXHIBIT F

(County Funded Improvements)

County Funded Improvements that are Excluded from the Project Budget	
FFE	$ 1,000,000
CBP and PBB	$ 5,700,000
*Seagrass Mitigation**	*$ 5,000,000*
Relocation of C3	*$ 3,500,000*
TOTAL	*$ 15,200,000*
**Final Scope for Environmental Mitigation to be determined through permit process*	

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: September 19, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Special Item No. 10

Please note any items checked.

_____ "3-Day Rule" for committees applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Statement of social equity required

_____ Ordinance creating a new board requires detailed County Mayor's report for public hearing

✓ No committee review

✓ Applicable legislation requires more than a majority vote (i.e., 2/3's present ✓, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve

✓ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Veto _____

Override _____

Special Item No. 10

9-19-19

RESOLUTION NO. _____

RESOLUTION APPROVING A PREFERENTIAL BERTHING RIGHTS AGREEMENT (AGREEMENT) BETWEEN THE COUNTY AND VIRGIN CRUISE INTERMEDIATE LIMITED (VIRGIN) FOR AN INITIAL TERM OF THIRTY (30) YEARS FROM THE DATE OF SUBSTANTIAL COMPLETION OF NEW CRUISE TERMINAL H WITH ANTICIPATED REVENUES TO THE COUNTY OF $538,714,374.00 IN DOCKAGE AND WHARFAGE FEES OVER THE INITIAL TERM; REQUIRING THE COUNTY TO ENTER INTO A DESIGN-BUILD AGREEMENT FOR THE CONSTRUCTION OF CRUISE TERMINAL H AT A COST OF APPROXIMATELY $179,000,000.00, WITH COST OVERRUNS TO BE BORNE BY THE COUNTY UNLESS CAUSED BY VIRGIN REQUESTS, AND WITH REQUIRED REIMBURSEMENT OF $62,940,210.00 OF THOSE COSTS BY PAYMENTS FROM VIRGIN TO THE COUNTY TOTALING $144,594,000.00 WITH INTEREST AND COSTS AS REDUCED BY REVENUES GENERATED BY THIRD-PARTY VESSEL CALLS; REQUIRING THE COUNTY TO UNDERTAKE UP TO $15,200,000.00 IN NON-REIMBURSABLE EXPENSES RELATED TO CRUISE TERMINAL H, AMENDING THE EXISTING PREFERENTIAL BERTHING RIGHTS AGREEMENT WITH VIRGIN TO ELIMINATE VIRGIN'S PREFERENTIAL BERTHING RIGHTS AT CRUISE TERMINAL G, EFFECTIVE IMMEDIATELY, AND AT CRUISE TERMINAL F, EFFECTIVE OCTOBER 15, 2022; FURTHER AMENDING THE EXISTING AGREEMENT TO INCREASE THE MINIMUM ANNUAL PASSENGER GUARANTEE FROM 256,000 PASSENGERS PER YEAR TO 498,600 PASSENGERS PER YEAR; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO SOLICIT AND AWARD A DESIGN-BUILD CONTRACT FOR IMPROVEMENTS TO CRUISE TERMINAL H PURSUANT TO SECTION 2-8.2.15 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; APPROVING CERTAIN TERMINAL ADVERTISING RIGHTS, CONDITIONS, AND SHARING PROVISIONS; WAIVING ALCOHOL MARKETING AND ADVERTISING RESTRICTIONS SET FORTH IN IMPLEMENTING ORDER 8-9; BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT, WAIVING FORMAL BID REQUIREMENTS OF SECTION 5.03(D) OF THE HOME RULE CHARTER, COUNTY CODE SECTION 2-8.1(B), AND ADMINISTRATIVE ORDER 3-39; WAIVING THE REQUIREMENTS OF RESOLUTION NO. R-130-06; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE AGREEMENT AND TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF THE COUNTY AND TO EXERCISE ALL RIGHTS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the objectives set forth in the accompanying memorandum,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves a preferential berthing rights agreement (the "Agreement") between the County and Virgin Cruise Intermediate Limited ("Virgin"), in substantially the form attached to the accompanying memorandum, for an initial term of thirty (30) years from the substantial completion date of the new cruise terminal and two (2) optional renewal terms of five (5) years each, with anticipated revenues to the County of $538,714,374.00 in dockage and wharfage fees over the initial term; requiring the County to enter into a design-build agreement for the construction of a cruise terminal for Virgin's preferential use at an estimated cost of approximately $179,000,000.00, with any cost overruns (unless caused by Virgin requests) to be borne by the County, and with required reimbursement payments from Virgin, for $62,940,210.00 of those costs, to the County totaling $144,594,000.00 with interest and costs except as reduced by revenues generated from third-party vessel calls in the manner provided in the Agreement; requiring the County to undertake up to $15,200,000.00 in non-reimbursable expenses related to the cruise terminal; amending the existing preferential berthing rights agreement between the County and Virgin, approved pursuant to Resolution No. R-576-15, to eliminate Virgin's preferential berthing rights at Cruise Terminal G, effective immediately, and at Cruise Terminal F, effective October 15, 2022; further amending the existing preferential berthing rights agreement to increase the minimum annual passenger guarantee from 256,000 passengers per year to 498,600 passengers per year.

Section 2. Authorizes the County Mayor or County Mayor's designee to solicit and award a design-build contract for improvements to Cruise Terminal H pursuant to PortMiami Expedite and Acceleration Ordinance in Section 2-8.2.15 of the Code of Miami-Dade County Florida.

Section 3. Finds that it is in the best interests of the County to waive (1) Implementing Order 8-9 with respect to Cruise Terminal H (to be known as Cruise Terminal V) and (2) with respect to those marketing services, the restrictions contained within Implementing Order 8-9 restricting alcohol advertisements.

Section 4. For the reasons stated in the accompanying memorandum, finds that it is the best interests of the County to waive the requirement of Resolution No. R-130-06 that the Agreement be executed prior to their placement on an agenda of the Board.

Section 5. Authorizes the County Mayor or the County Mayor's designee to take all actions necessary to effectuate the Agreement and to execute the Agreement for and on behalf of the County and to exercise all rights contained therein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman
Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Eileen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of September, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Miguel A. Gonzalez