

**Date:** May 5, 2026

**To:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

Agenda Item No. 8(J)(2)

**From:** Daniella Levine Cava *Daniella Levine Cava*  
Mayor

Resolution No. R-373-26

**Subject:** Resolution Approving and Authorizing the County Mayor or County Mayor's Designee to Execute a Limited Notice to Proceed with OHLA-USA, Inc. for Time-Critical Enabling Work for the North Bulkhead Berths 1-6 Realignment Project (Contract No. DB21-SEA-01) Pursuant to the Seaport Department's Capital Improvement Expedite and Acceleration Ordinance

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**Executive Summary**

The accompanying resolution approves and authorizes the County Mayor or the County Mayor's designee to execute and exercise all rights contained in the Limited Notice to Proceed ("LNTP") with OHLA-USA, Inc. ("Design-Builder") for the North Bulkhead Berths 1-6 Realignment Project, Contract No. DB21-SEA-01 (the "Project"). The County will pay the Design-Builder an amount not to exceed \$54,609,234.18, to be funded by past state funds (\$2,140,000.00) and the Seaport Department's future financing. The Seaport intends to continue to pursue future grant funding to dedicate to the overall project cost.

The LNTP authorizes a defined set of early, time-critical activities necessary to maintain the Project schedule, with the primary objective of achieving substantial completion of Berth 1 by December 2027, in alignment with the planned completion of Cruise Terminal G, which is currently under construction. Through Resolution No. R-577-25, the Board authorized the use of the Seaport Department's ("PortMiami" or "Port") Capital Improvement Programs Expedite and Acceleration Ordinance, section 2-8.2.15 of the Code of Miami-Dade County (the "Seaport Expedite Ordinance"), in connection with the Project.

The LNTP does not authorize the full construction of the Project. Instead, it allows the County to advance essential design, permitting, procurement, and early construction activities while negotiations for the full Design-Build Project Agreement ("Project Agreement") continue. If the County and the Design-Builder reach an agreement on the Project Agreement, it will be presented to the Board for approval as a separate item. If negotiations are unsuccessful, the County retains the ability, pursuant to Resolution No. R-577-25, to initiate negotiations with Dragados USA, Inc., the Board-designated standby firm. In either event, the work performed under the LNTP will be usable to whatever firm is awarded the Project Agreement for the full construction of the Project, which will be brought to the Board for its consideration and approval via a separate item.

The phased approach employed in this LNTP enables the County to maintain schedule continuity for a critical infrastructure project while preserving competitive leverage, fiscal controls, and flexibility in finalizing the Project Agreement.

PortMiami is one of America's busiest seaports, internationally recognized as the Cruise Capital of the World and the Cargo Gateway of the Americas. It contributes more than \$61 billion annually to the local and state economy and supports 340,078 direct, indirect, and induced jobs.

The Port's cruise sector continues to reach unprecedented levels, setting new passenger records year after year. With 10 state-of-the-art cruise terminals and a growing roster of leading cruise lines deploying their largest and most innovative vessels, PortMiami operates at an exceptional pace, reinforcing its position as the undisputed global leader in the cruise industry.

### **Recommendation**

It is recommended that the Board, pursuant to the Seaport Expedite Ordinance, approve the accompanying resolution authorizing the County Mayor or the County Mayor's designee to execute and exercise all rights contained in the LNTP with Design Builder for time-critical enabling work associated with the Project, in an amount Not to Exceed (NTE) \$54,609,234.18.

### **Delegation of Authority**

This item authorizes the County Mayor or the County Mayor's designee to execute the LNTP and to exercise all rights conferred therein, including rights of termination, use of the contingency and risk reserve accounts, and finalization of the schedule of values, all within the aforementioned NTE Amount.

### **Scope**

PortMiami is located within District 5, represented by Commissioner Vicki L. Lopez; However, the impact of this item is countywide, as the Port is a regional economic engine supporting cruise and cargo operations, employment, and tourism throughout the County.

### **Fiscal Impact/Funding Source**

Under the LNTP, the County will pay the Design-Builder an amount not to exceed \$54,609,234.18, to be funded by past state funds (\$2,140,000.00) and the Seaport Department's future financing. The total NTE Amount includes the base contract amount of \$48,326,755.91—including mobilization, design, construction, and a risk reserve—plus a contingency allowance of \$4,832,675.59 and a dedicated permit allowance of \$1,449,802.68.

The Project is in the Adopted Budget and Multi-Year Capital Plan as follows:

**INFRASTRUCTURE IMPROVEMENTS - NORTH BULKHEAD REHABILITATION AND REPLACEMENT**

**PROGRAM #: 644300**

**DESCRIPTION:** Provide repairs and improvements to the north bulkhead which is expected to add at least 75 years of life to the Port's cruise business; included in the north bulkhead rehabilitation projects are cruise terminals B, C, D, E, F and G

**LOCATION:** Dante B. Fascell Port of Miami-Dade Port of Miami      **District Located:** 5  
**District(s) Served:** Countywide

REVENUE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
Florida Department of Environmental Protection	320	0	0	0	0	0	0	0	320
Future Financing	0	31,000	82,791	86,714	86,714	86,714	54,833	0	428,766
Seaport Bonds/Loans	16,696	7,000	7,000	0	0	0	0	0	30,696
<b>TOTAL REVENUES:</b>	<b>17,016</b>	<b>38,000</b>	<b>89,791</b>	<b>86,714</b>	<b>86,714</b>	<b>86,714</b>	<b>54,833</b>	<b>0</b>	<b>459,782</b>
EXPENDITURE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
Construction	16,660	38,000	89,791	86,714	86,714	86,714	54,833	0	459,426
Infrastructure Improvements	36	0	0	0	0	0	0	0	36
Planning and Design	320	0	0	0	0	0	0	0	320
<b>TOTAL EXPENDITURES:</b>	<b>17,016</b>	<b>38,000</b>	<b>89,791</b>	<b>86,714</b>	<b>86,714</b>	<b>86,714</b>	<b>54,833</b>	<b>0</b>	<b>459,782</b>

Approval of the LNTP does not obligate the County to enter into the Project Agreement. Accordingly, the County's financial exposure under the LNTP will not exceed the combined NTE Amount, contingency allowance amount, and dedicated permit allowance amount totaling \$54,609,234.18; if the LNTP is terminated before its completion, the County's obligation will be limited to documented, reasonable, and unavoidable direct costs incurred under the LNTP, not to exceed the NTE Amount.

**Track Record/Monitor**

Frederick Wong, Seaport Deputy Director, and Helga Sommer, Seaport Assistant Director of Capital Development, will oversee the implementation of this Project.

**Background**

PortMiami is reconstructing and realigning the 7,168-foot length of the North Bulkhead due to the deterioration of the existing steel sheet pile structure. Numerous holes and gaps have developed over time in the existing 50+ year old bulkhead resulting in the loss of backfill material and the formation of voids in the apron area. The North Bulkhead Berths 1-6 Realignment project will support port operations by providing a stable and safe bulkhead for cruise terminal berths 1-6 recognizing the present and future needs of the industry. The new bulkhead will be constructed to last for the next 70 years.

On June 26, 2025, the Board approved Resolution No. R-577-25, which authorized (1) an Interim Agreement with the Design-Builder to provide services for the Project; (2) use of the Seaport Expedite Ordinance in connection with the Project; and (3) entry into a Standby Agreement with the second-ranked firm, Dragados USA, Inc., to preserve competitive leverage and ensure continuity in the event negotiations are unsuccessful. Thus far, the County has not entered into the Standby Agreement.

While negotiations toward a Guaranteed Maximum Price (GMP) and final Project Agreement continue with OHLA, the LNTP will allow the Design-Builder to initiate critical early work necessary to advance the Project. These early activities include completing design development and advancing permitting efforts to ensure regulatory approvals remain on schedule.

The LNTP also authorizes the procurement of long-lead materials, including components required for the combi-wall system, which are essential to maintaining the construction schedule and avoiding supply chain delays. In parallel, the Design-Builder will perform early works construction activities, including marine works, ground improvement measures, and the installation of temporary infrastructure such as bollards to support ongoing port operations during construction.

Additionally, the LNTP includes environmental coordination activities such as coral relocation and associated regulatory compliance efforts, which must occur within specific seasonal windows and are critical to avoiding delays to subsequent construction phases.

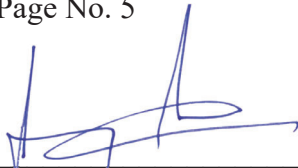
Advancing the LNTP at this stage provides significant strategic and operational benefits compared to proceeding directly with the full Project Agreement. The LNTP allows the County to initiate critical early work while negotiations of the Guaranteed Maximum Price (GMP) and final contract terms continue. This approach avoids delays to time-sensitive marine and infrastructure activities, particularly those required to support the operational readiness of Berth 1 in alignment with Cruise Terminal G.

Executing the full Project Agreement at this time would require finalization of complex commercial terms, pricing, and risk allocation before sufficient design development, market validation, and cost certainty have been achieved. By contrast, the LNTP enables continued refinement of the Project scope and pricing in an open and competitive framework, while preventing schedule impacts associated with deferred early work.

In addition, the LNTP preserves the County's negotiating leverage by allowing continued engagement with the Design-Builder while maintaining the option to pursue an agreement with the standby firm if necessary. This phased approach balances urgency with prudence, ensuring that the County advances critical infrastructure improvements without prematurely committing to full construction costs or contractual terms.

Throughout the procurement process, staff from the Office of the Inspector General (OIG) have provided continuous and active contract oversight throughout the Pre-Development Work under the Interim Agreement and real-time monitoring of the current negotiation meetings and internal strategy sessions. OIG staff have provided their independent observations and comments on contractual language specifically targeting the justification of costs, price negotiations, and the mitigation of financial risks. Their ongoing presence and input reflect a shared commitment to transparency, compliance, risk mitigation, and the integrity of large-scale capital procurements.

Honorable Chairman Anthony Rodríguez  
and Members, Board of County Commissioners  
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Jimmy Morales  
Chief Operating Officer

# Memorandum



**Date:** April 22, 2026

**To:** Honorable Chairman Anthony Rodriguez  
Board of County Commissioners

**From:** Hydi Webb, Port Director/CEO   
PortMiami

**Subject:** Request to Process Late Departmental Agenda Item

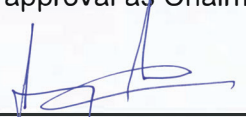
I respectfully request that the following item be placed on the May 5, 2026 meeting agenda of the Board of County Commissioners (Board):

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LIMITED NOTICE TO PROCEED WITH OHLA-USA, INC. PURSUANT TO THE SEAPORT DEPARTMENT'S CAPITAL IMPROVEMENT EXPEDITE AND ACCELERATION ORDINANCE FOR THE NORTH BULKHEAD BERTHS 1-6 REALIGNMENT PROJECT (CONTRACT NO. DB21-SEA-01) IN AN AMOUNT NOT TO EXCEED \$54,609,234.18, INCLUSIVE OF CONTINGENCIES AND RISK RESERVES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL RIGHTS CONTAINED THEREIN

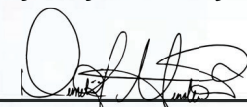
Although this item was submitted after the noticed deadline and provided late to the Agenda Coordination Office, Board adoption of the Limited Notice to Proceed ("LNTP") scope of work by May 5, 2026 is critical to maintaining the current project schedule and ensuring that stakeholder commitments are met.

It also aligns with the completion of the 60% design, allowing the Engineer of Record (EOR) to continue finalizing the design without interruption. If approval of the LNTP is deferred to the May 19 Board meeting, the project schedule will shift which will require the implementation of acceleration measures and result in additional costs to maintain key project milestones and stakeholder commitments. In addition to failing to meet contractual obligations, the Port would also incur revenue impacts, as vessels scheduled to operate from this terminal would need to be relocated. A delay in LNTP approval would further compound these impacts by shifting critical path activities and increasing the risk of misalignment with the terminal delivery.

Please process this request notwithstanding the potential applicability of the Four-Day Rule. I understand that placement is subject to approval by the Chair of the Committee of jurisdiction, your approval as Chairman of the Board, and review by the Office of the County Attorney.

  
\_\_\_\_\_  
**Approved by Mayor or Mayor's Designee**

Jimmy Morales  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
**Approved by Legislative Director or Designee**

Demetria Henderson  
\_\_\_\_\_  
Print Name

c: Geri Bonzon-Keenan, County Attorney  
[CAOagenda@miamidade.gov](mailto:CAOagenda@miamidade.gov)  
Eugene Love, Agenda Coordinator



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**DATE:** May 5, 2026

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(J)(2)

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**
- Requires more than a majority vote (i.e., 2/3’s present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5’s \_\_\_\_, unanimous \_\_\_\_, majority plus one \_\_\_\_, CDMP 7 votes (majority of membership) \_\_\_\_, CDMP 2/3 members present but not less than 7 votes (majority of membership) \_\_\_\_, CDMP 9 votes (2/3 membership) \_\_\_\_\_) to approve**
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(J)(2)  
5-5-26

RESOLUTION NO. \_\_\_\_\_ R-373-26

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LIMITED NOTICE TO PROCEED WITH OHLA-USA, INC. PURSUANT TO THE SEAPORT DEPARTMENT'S CAPITAL IMPROVEMENT EXPEDITE AND ACCELERATION ORDINANCE FOR THE NORTH BULKHEAD BERTHS 1-6 REALIGNMENT PROJECT (CONTRACT NO. DB21-SEA-01) IN AN AMOUNT NOT TO EXCEED \$54,609,234.18, INCLUSIVE OF CONTINGENCIES AND RISK RESERVES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL RIGHTS CONTAINED THEREIN

**WHEREAS**, the Board desires to accomplish the objectives set forth in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board:

**Section 1.** Adopts and incorporates herein the foregoing recital.

**Section 2.** Approves and authorizes the County Mayor or County Mayor's designee to execute a Limited Notice to Proceed (the "LNTP") pursuant to the Seaport Department's Capital Improvement Expedite and Acceleration Ordinance, section 2-8.2.15 of the Code of Miami-Dade County Florida, with OHLA-USA, Inc. for the North Bulkhead Berths 1-6 Realignment Project, Contract No. DB21-SEA-01, in an amount not to exceed \$54,609,234.18, inclusive of contingencies and risk reserves.

**Section 3.** Authorizes the County Mayor or County Mayor’s designee to exercise all rights contained in the LNTP, including rights of termination and use of the contingency and risk reserve accounts, and to finalize the schedule of values subject to the aforementioned not-to-exceed amount.

The foregoing resolution was offered by Commissioner **Marleine Bastien** , who moved its adoption. The motion was seconded by Commissioner **Vicki L. Lopez** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	<b>aye</b>		
Kionne L. McGhee, Vice Chairman	<b>aye</b>		
Marleine Bastien	<b>aye</b>	Juan Carlos Bermudez	<b>aye</b>
Sen. René García	<b>aye</b>	Oliver G. Gilbert, III	<b>aye</b>
Roberto J. Gonzalez	<b>absent</b>	Keon Hardemon	<b>aye</b>
Danielle Cohen Higgins	<b>aye</b>	Vicki L. Lopez	<b>aye</b>
Natalie Milian Orbis	<b>aye</b>	Raquel A. Regalado	<b>aye</b>
Micky Steinberg	<b>aye</b>		

The Chairperson thereupon declared this resolution duly passed and adopted this 5<sup>th</sup> day of May, 2026. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

MAG

Miguel A. Gonzalez  
Christian J. Fernandez-Andes  
Nicholas P. Tricarico

Miami-Dade County Florida  
c/o PortMiami, Capital Development  
1080 Caribbean Way, Suite 500  
Miami, FL 33132

March 24, 2026

OHLA-USA, Inc.  
9675 NW 117th Ave, Suite 108,  
Miami, FL 33178

Attention: Mr. Don Hickey, P.E., Executive Vice President

**Re: North Bulkhead Berths 1-6 Realignment Project (the “Project”);  
Project Number: 2020  
Contract Number: DB21-SEA-01  
Limited Notice to Proceed**

Dear Mr. Hickey:

Pursuant to the Interim Agreement dated July 14, 2025, between Miami-Dade County, Florida (the “County” or “Owner”) and OHLA-USA, Inc. (the “Design-Builder”) (the “Interim Agreement”), the Design-Builder is required to perform certain Pre-Development Work at the North Bulkhead Berths 1-6 in the Port of Miami (“Site”).

The County and the Design-Builder are currently negotiating a Design-Build Contract for the design and construction of the Project (the “DB Contract”).

To maintain the schedule and budget requirements for the Project, the County would like the Design-Builder to commence and proceed, in parallel with the Pre-Development Work being performed pursuant to the Interim Agreement, with certain other aspects of the design and construction work for the Project. Accordingly, the County is issuing the Design-Builder this limited notice to proceed with a defined scope of work (“LNTP”). The terms and conditions of this LNTP are set forth below.

1. **Scope and Schedule.**

1.1 Design-Builder will perform the work identified in Exhibit 1 (“LNTP Work”), and will do so in accordance with the schedule outlined in Exhibit 2 (“LNTP Schedule”) (as such LNTP Schedule may be adjusted in accordance with the terms herein) and the terms set forth herein. The estimated duration of the LNTP Work is limited to the LNTP Schedule outline in Exhibit 2, solely for the discrete activities expressly identified as LNTP Work. The “Substantial Completion – Early Works – by OHLA – To Start Berth 1 Marine Works” milestone in the LNTP Schedule shall be referred to as the “Final LNTP Milestone”.

1.2 Design-Builder shall update the LNTP Schedule monthly (with a Primavera file) for approval by the County (which approval shall not be unnecessarily withheld, conditioned or delayed). The County shall grant extensions of time to the LNTP Schedule only for events outside the control of the Design-Builder, including Force Majeure (defined in Section 14 below) and Inclement Weather (defined in Section 14.4 below) and only to the extent such events actually and demonstrably delay the critical path of the LNTP Work (“Excusable Delay”). If the delays are the result of actions or omissions of the County or those for whom the County is responsible (“Compensable Delays”), in addition to the appropriate extension of time, the County shall pay liquidated delay costs based on the following calculation:

$$D = \frac{A \times C}{B}$$

Where :

*A = Base Contract Amount*

*B = Duration of LNTP Schedule (in days)*

*C = 8%*

*D = Average Overhead Per Day*

per day of Compensable Delay, which amount shall fully account for all delay damages incurred by the Design-Builder itself, including direct and indirect costs. In no event shall delay compensation exceed the Base Contract Amount unless expressly authorized in writing by the County. If the delay is caused by an Excusable Delay, the County shall grant the Design-Builder an extension time to the LNTP Schedule for each day of Excusable Delay. Approval of any schedule update by the County shall not constitute acceptance of delay claims or entitlement to additional compensation and shall not modify the LNTP Schedule unless expressly stated in a written change order.

1.3 If the Final LNTP Milestone is delayed by other than an Excusable Delay or a Compensable Delay then Design-Builder shall pay to the County, as liquidated damages and not as a penalty, the amount of \$2,500 per day for each day beyond the Final LNTP Milestone that the LNTP Work is not complete; provided, however that Design-Builder's aggregate liability for such liquidated damages shall in no event exceed 5% of the Base Contract Amount, and provided further, that the deduction of such liquidated damages shall be the County's sole and exclusive remedy with respect to any claim, damage, loss, expense, fee or cost arising out of Design-Builder's failure to complete the LNTP Work by the Final LNTP Milestone. The foregoing liquidated damages provision shall not limit the County's right to recover damages other than for delay to the LNTP Work.

1.4 Design-Builder agrees to coordinate its activities with the County continuously. The County shall be entitled to reasonably require that Design-Builder undertake its activities in a manner that minimizes or eliminates disruptions to PortMiami's operations, including on-port traffic and the operations of cruise lines operating at PortMiami. To the extent Design-Builder has complied with its obligation to coordinate with the County but nonetheless suffers a delay to the LNTP Work, Design-Builder shall be entitled to a Compensable Delay and/or Excusable Delay. Design-Builder shall also coordinate the LNTP Work with the Pre-Development Work it is performing pursuant to the Interim Agreement.

1.5 To exercise its rights and in conjunction with performing its obligations under this LNTP, the Design-Builder shall have the right to enter onto and engage in the activities contemplated under this LNTP on the Project Site. "Project Site" shall mean only those discrete areas within the PortMiami limits identified in Exhibit 1. No broader access rights or obligations are granted beyond those areas necessary to perform the LNTP Work.

1.6 The Design-Builder shall comply with the requirements of Exhibit 5 with respect to the Owner Direct Purchasing Program.

1.7 The Parties agree to cooperate, and to exercise reasonable efforts to cause their respective contractors to cooperate fairly, reasonably, and in good faith in all respects and to identify and coordinate their efforts and to interfere as little as possible with each other's activities being undertaken with respect to this LNTP. The foregoing obligation to cooperate shall not require the County to expend funds, other than as expressly provided in this LNTP or, to accommodate the activities of the Design-Builder under this LNTP, to relocate vessels and modify berthing schedules; provided, however that the County shall provide the Design-Builder with berthing schedules and any other information in its possession to facilitate such cooperation.

1.8 The Design-Builder shall hold all licenses and/or certifications, obtain all necessary permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the LNTP Work required herein. The County shall reimburse the Design-Builder for the cost of necessary permit fees. Damages, penalties, and/or fines imposed on the County or the Design-Builder for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the Design-Builder. The County shall verify the certification(s), license(s), permit(s), etc. for the Design-Builder before authorizing work and as needed.

1.9 Changes in the LNTP Work, including the Risk Reserve, may be initiated by (i) the issuance of a Change Notice by the County, or (ii) by submission to the County of a proposal by the Design-Builder (including where Design-Builder believes that a direction or instruction from the County amounts to a change in the LNTP Work). Pursuant to (i), the Design-Builder shall submit a proposal to the County for its review within a reasonable time after receipt of a Change Notice, or, in the case of (ii), submit a proposal to the County upon identification of the change. The Design-Builder shall maintain this proposal, for acceptance by the County, for a minimum of thirty (30) calendar days after submittal. If the Parties mutually agree on the scope of the change to the LNTP Work, together with the adjustments to the LNTP Schedule and the Base Contract Amount, such changes will be reflected in an agreement signed by both Parties (a "Change Order"). The Design-Builder shall not be compensated for effort expended in preparing and submitting price quotes. Any claim for payment of additional LNTP Work not covered by a Change Order will be rejected by the County.

(a) For Change Order work, the Design-Builder agrees that its proposed cost to perform said Change Order work (whether self-performed or performed through subcontractors) will in no event include a combined overhead and profit rate in excess of fifteen percent (15%).

(b) Insurance, bond and audit costs may be added to establish the total amount of the Change Order, upon satisfactory evidence that the extra costs for insurance, bond and audits were incurred (and not avoidable) and that the increased insurance coverages were in fact obtained by the Design-Builder for the County's benefit.

(c) No change shall be deemed authorized unless approved in writing by the County in a formal Change Order executed by the County's authorized representative. The Design-Builder shall not be obliged to perform any change to the LNTP Work in the absence of a Change Order executed by both Parties.

## 2. Compensation.

2.1 For Design-Builder's performance of the LNTP Work, the County shall pay Design-Builder in the amounts outlined in Exhibit 3 subject to an overall not to exceed amount of Forty Eight Million, Three Hundred and Twenty Six Thousand, Seven Hundred and Fifty Five Dollars and Ninety One Cents (\$48,326,755.91) for the LNTP Work (the "**Base Contract Amount**").

2.2 Included in the Base Contract Amount is an amount for certain risks in performing the LNTP Work, namely the "Risk Reserve." Use of the Risk Reserve shall, subject to this Section 2.2, be at Design-Builder's reasonable discretion consistent with the terms of this LNTP and shall be used to cover unanticipated and/or unquantifiable construction costs that are properly reimbursable as a cost of the work and not attributable to the Design-Builder's negligence. The costs set forth in the Risk Reserve are utilized in creating the total value of the Risk Reserve and are to be considered an estimate of potential cost. Design-Builder shall notify the County in writing prior to any application of amounts from the Risk Reserve and any such application shall be drawn from the total amount of the Risk Reserve as a whole and not from independent items. A request for additional compensation to be paid out from the Risk Reserve, shall require (i) the County's written concurrence to Design-Builder's entitlement to access the Risk Reserve for a

permitted reason, which concurrence shall not be unreasonably withheld, delayed or conditioned, and which concurrence shall relate only to entitlement and not to the amount of compensation payable to the Design-Builder's for the occurrence giving rise to the Design-Builder's request to access the Risk Reserve; and (ii) reasonable supporting documentation, detailing the cost and time impact of the event triggering the Design-Builder's request to access the Risk Reserve. If the County fails to approve or deny the request in writing within two (2) business days after receipt of such notice, the request shall be deemed confirmed. If the County expressly denies the request to use the Risk Reserve within two (2) business days after notice, the Parties shall meet and confer within five (5) business days to attempt to resolve the issue of the Design-Builder's recourse to the Risk Register. When utilizing the Risk Reserve, at the end of each month, the Design-Builder shall invoice the County in accordance with Section 3 on the basis of total incurred cost plus 15% markup. All reserves, allowances, escalation and indirect costs, identified in Exhibit 3 are included within, and shall not exceed, the Base Contract Amount. Unused reserves or allowances shall revert to the County and shall not be payable except in the event of execution of the DB Contract, in which case unused reserves or allowances will become part of the risk reserve thereunder.

2.3 Design-Builder shall be entitled to invoice the County monthly for costs that are reasonably and necessarily incurred for the performance of the LNTP Work; provided, however, that Design-Builder's invoices shall be consistent with the schedule of values and shall not cumulatively exceed the Base Contract Amount. For items of LNTP Work to be paid based on a lump sum, the County shall pay for that work based on the percentage completion of that work at the end of each month. For "Project Office and Yard Set Up", "Quality Control and Environmental" and "Berth 1 Early Utility Work", the County shall pay Design-Builder monthly on a time and material basis plus 15% markup, up to a not-to-exceed amount agreed for each of these items to be established in Exhibit 3. Insurance and bond costs shall be reimbursed at their actual cost without markup. With each invoice, Design-Builder shall submit a report of that month's, as well as the cumulative, expenditure of the Risk Reserve.

2.4 Design-Builder shall not be entitled to be paid any amount for the LNTP Work that exceeds the Base Contract Amount without the County's prior written authorization memorialized in a Change Order (except for use of the three percent (3%) allowance for permit fees described in Section 2.5 which does not require a Change Order or prior authorization by the County). If Design-Builder reaches the Base Contract Amount (not including the permit allowance) and the County has not approved a Change Order to increase the Base Contract Amount, then Design-Builder and the County shall meet to determine if the County will utilize the contingency allowance account described in Section 2.5 to increase the Base Contract Amount in an amount up to the NTE Amount. If the County decides not to increase the Base Contract Amount and all work that can be completed within the Base Contract Amount has been completed or of all contingency and allowance accounts have been exhausted and the County decides not to increase such accounts (which shall require the approval of the Board of County Commissioners), this LNTP shall terminate, and Section 7.1 shall apply.

2.5 The County shall maintain a ten percent (10%) contingency allowance and a three percent (3%) allowance for permit fees. The Parties acknowledge that these contingencies are not part of the Base Contract Amount and are separate contingencies available to the County to make payment for, among other things, additional work and permits. The Base Contract Amount plus the allowances established under this Section 2.5 shall be the "NTE Amount."

### 3. **Payment.**

3.1 The Design-Builder shall submit invoices for compensation every month, based on the percentage completion of the LNTP Work performed. The County shall pay the amount of each correctly submitted and undisputed invoice and audit requirements, less Retainage as provided in Section 3.2, within thirty (30) days of the invoice's submission.

3.2 The County shall be entitled to reduce each invoice submitted by five-percent (5%) of the amount of the progress payment (“Retainage”). Retainage shall apply only to the Construction portion of the Contract. There shall be no retainage on costs of general conditions, general requirements, insurance or bond premiums; owner-direct material, equipment and appliance purchases; or fees chargeable by Design-Builder’s design professionals and any other professional services (e.g., surveying) at any time. In accordance with Fla. Stat. § 255.077, within thirty (30) days of the achievement of substantial completion, the Parties shall develop a list of items required to render complete, satisfactory, and acceptable all the construction services purchased pursuant to the contract for each building, structure, or phase of the project. The County shall develop the list during or after one or more joint walk-throughs of the Project, which shall be conducted not later than forty-five (45) days before the anticipated achievement of substantial completion. The list shall specify the cost required to complete each item on the list. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Design-Builder to complete all the construction services purchased pursuant to the LNTP. Within twenty (20) business days after developing the list, and after receipt of a proper invoice or payment request, the County shall pay the Design-Builder the remaining balance of the LNTP, including any remaining retainage, less an amount equal to 150 percent (150%) of the estimated cost to complete the items on the list. Upon completion of all items on the list, the Design-Builder may submit a payment request for all remaining retainage withheld by the County. If a good-faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the LNTP, the County may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items. All items that require correction under the LNTP and that are identified after the preparation and delivery of the list remain the obligation of the Design-Builder.

4. **Applicable Laws, Standard of Care.**

4.1 Design-Builder shall perform the LNTP Work in accordance with: (a) all applicable federal, state and local laws, codes, ordinances, regulations and orders, as well as applicable regulations and requirements of any other body with jurisdiction over the Project; and (b) “Good Industry Practice”, which means the exercise of the standard of workmanship and skill that is reasonably expected from a contractor performing work similar to the LNTP Work.

5. **Subcontractors and Subconsultants.**

5.1 Design-Builder may subcontract those portions of the LNTP Work, and contract with design professionals (“Subconsultants”), provided those Subcontractors and Subconsultants are approved by the County.

5.2 Design-Builder shall be responsible for the acts and omissions of its Subcontractors, Subconsultants, and suppliers as though they were the acts and omissions of Design-Builder itself.

6. **Insurance and Risk of Loss.**

6.1 The Design-Builder shall provide the Insurance and bonds identified in Exhibit 4, hereto.

7. **Termination of the LNTP Work.**

7.1 The County may terminate this LNTP, in whole or part, for convenience upon thirty (30) business days’ written notice to the Design-Builder. If the County so terminates the LNTP, or the LNTP terminates pursuant to Section 2.3 above, the County shall pay Design-Builder: (1) all reasonable, documented, and unavoidable direct Costs incurred by Design-Builder prior to the date of the County’s notice of termination and in the proper performance of the LNTP; (2) all amounts owed by Design-Builder to Subcontractors, Subconsultants, and suppliers, solely to the extent such obligations are unavoidable and were previously approved by the County for payment, including all costs incurred by Design-Builder to

terminate their agreements; (3) reasonable and document demobilization and breakage costs incurred (or to be incurred) by Design-Builder to accomplish the termination. The following categories of costs shall not be recoverable upon a termination for convenience: (1) anticipated profits; (2) home office overhead; and (3) speculative or unsubstantiated subcontractor claims.

7.2 Either Party may terminate this LNTP for a material breach of the LNTP by the other Party and, subject to the terms of this LNTP, recover the direct damages resulting from such material breach.

7.3 In the event partial payment has been made for work or services not yet performed, Design-Builder shall return such sums as are mutually agreed between the Parties to the County within thirty (30) days after receipt of written notice that such sums are due.

## **8. Effective Date and Expiration of this LNTP**

8.1 This LNTP shall not become effective and the Design-Builder shall have no obligation to commence the LNTP Work until (a) a resolution adopted by the Board of County Commissioners authorizing the County's entry into the LNTP becomes effective and the LNTP is executed by the County Mayor or County Mayor's designee and (b) the Parties have mutually agreed to all of the line item values in the Schedule of Values in Exhibit 3 (and further, in the event the overall Schedule of Values amount changes through such process of agreeing to the line item values, the Base Contract Amount in Section 2.1 shall be adjusted accordingly).

8.2 Design-Builder acknowledges that this LNTP is for the LNTP Work to be provided during the early phases of the Project. This LNTP shall expire upon (i) termination of this LNTP in accordance with the terms of this LNTP, (ii) the County and the Design-Builder executing the DB Contract for the Project, and completion of all actions of the Board of County Commissioners of Miami-Dade County necessary to make the DB Contract legally sufficient and binding under all applicable laws, or (iii) Design-Builder's completion of the LNTP Work. Nothing herein obliges either the County or the Design-Builder to execute the DB Contract or other agreement for the Project.

8.3 Design-Builder acknowledges and accepts that the agreement to, or acceptance of, any of the terms or allocations of risk under this LNTP do not bind the County in its agreement to or acceptance of terms and conditions in the DB Contract. Likewise, the County acknowledges and accepts that the agreement to, or acceptance of, any of the terms or allocations of risk under this LNTP do not bind Design-Builder in its agreement to or acceptance of terms and conditions in the DB Contract.

## **9. Mutual Waiver of Consequential Damages and Limitation of Design-Builder's Liability.**

9.1 Except as provided in Section 9.2, Design-Builder and County waive claims against each other for indirect and consequential damages arising out of or related to this LNTP. This mutual waiver includes, but is not limited to:

- a. Damages incurred by the County for rental expenses, losses of use, income, profit, loss of revenue from users of the facilities being constructed, third-party delay claims, financing, business and reputation, and for loss of management of employee productivity or of the services of such persons;
- b. Damages incurred by the Design-Builder for loss of financing, business, and reputation, loss of bonding capacity, and loss of profit, except anticipated profit arising directly from the work covered by the LNTP.

9.2 The foregoing waiver of indirect and consequential damages shall not apply to damages arising from third-party claims for personal injury or property damage for liquidated damages payable by Design-Builder or for liquidated delay costs payable by the County pursuant to this LNTP.

9.3 Notwithstanding any other provision of the LNTP, the Parties agree that the Design-Builder's total aggregate liability, whether under the LNTP, in tort (including negligence), under statute, in equity, or under any theory of law, shall not exceed 25% of the amount Design-Builder is paid under the LNTP. The limitation of liability shall not apply to: (a) the recovery of losses from the proceeds of Insurance, not to exceed the amounts required to be maintained by the Design-Builder in accordance with this LNTP; and (b) costs, liabilities, or obligations that arise from the Design-Builder's gross negligence, willful misconduct, or actual fraud.

10. **Ethics and Governance**

10.1 The Design-Builder shall be a registered vendor with the County Strategic Procurement Department, for the duration of this LNTP.

(a) Conflict of Interest and Code of Ethics: Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any agreement or transacting any business through a firm, corporation, partnership, or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered into in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised that they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction, and enforce the Conflict of Interest and Code of Ethics Ordinance.

10.2 The Design-Builder represents that:

(a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this LNTP.

(b) There are no undisclosed persons or entities interested in the Design-Builder in this LNTP. The Design-Builder enters into this LNTP without any connection with any other entity or person proposing for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

(i) is interested on behalf of or through the Design-Builder directly or indirectly in any manner whatsoever in the execution or the performance of this LNTP, or in the services, supplies or work, to which this LNTP relates or in any portion of the revenues; or

(ii) is an employee, agent, advisor, or consultant to the Design-Builder, or to the best of the Design-Builder's knowledge any subcontractor or supplier to the Design-Builder's knowledge.

(c) Neither the Design-Builder, nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Design-Builder shall have an interest which conflicts with the Design-Builder's faithful performance of its obligation under this LNTP; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Design-Builder provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

(d) The provisions of this Section are supplemental to, not instead of, all applicable law with respect to conflict of interest. In the event there is a difference between the standards applicable under this LNTP and those provided by statute, the stricter standard shall apply.

(e) In the event the Design-Builder has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Design-Builder shall promptly bring such information to the attention of the County's Project Manager. The Design-Builder shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions the Design-Builder receives from the County's Project Manager regarding remedying the situation.

10.3 Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Design-Builder shall make available to the County's retained IPSIG, all requested records and documentation about this LNTP for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Design-Builder's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Design-Builder and its officers, agents, employees, subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Design-Builder in connection with this LNTP. The terms of this Section shall not impose any liability on the County by the Design-Builder or any third party.

10.4 According to Section 2-1076 of the Code of Miami-Dade County, 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. The cost of the audit for this LNTP shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the Design-Builder. The audit cost will be deducted by the County from progress payments to the Design-Builder. The audit cost shall also be included in all change orders, contract renewals and extensions.

## 11. **Intellectual Property**

11.1 The Design-Builder agrees and acknowledges that any design work performed during the LNTP shall, to the extent it is not "Background Information," upon payment of all undisputed amounts owed to the Design-Builder and subject to the terms of this LNTP, become the property of the County, inclusive of all rights to reproduce, modify, disseminate, or assert any right consistent with the full and unencumbered ownership of such design work, as if the County had performed such work itself. Such rights are solely for the purpose of completing the Project and shall survive the termination of this LNTP.

11.2 The County acknowledges that the design work performed pursuant to this LNTP is preliminary, incomplete and not suitable for construction in its present form. Any use or modifications made to design work or other deliverables by the County, or anyone working for or on behalf of the County, without the written permission of the Design-Builder shall be at the County's sole risk and without liability of the Design-Builder or its other team participants. To the extent any design work or deliverables provided by or on behalf of the Interim Firm to the County in accordance with this LNTP are utilized or modified by an entity other than the Design-Builder or its other team participants, the County (subject to the monetary

limitations contained in Fla. Stat. § 768.28) shall indemnify, defend, and hold harmless the Design-Builder and the other team participants or related entities from any claims, demands, judgments, fees (including reasonable attorneys' fees), penalties, liabilities, losses or costs arising out of the use or modification of such design work or deliverables by the County or any firm(s) contracting with the County to perform work in connection with the North Bulkhead Rehabilitation Project, without the involvement of the Design-Builder and its other team participants.

11.3 The Design-Builder shall attempt to perform any design work in a manner that would not require the use of Background Information or, if Background Information is utilized, the Design-Builder agrees to grant, without charge, all such rights and licenses that it has to use said Background Information to the County (who may sublicense to its other designers and contractors, as necessary) to perform the balance of the North Bulkhead Realignment Project.

11.4 "Background Information" means any trademarked or proprietary work produced or methods belonging to the Design-Builder or other team participants or related entities, or any work product, means, or methods that were not specifically created or developed for this LNTP.

## 12. **Audit**

### 12.1 Access to Records

(a) The Design-Builder shall, during the term of this LNTP and for a period of four (4) years thereafter, allow the County and its duly authorized representatives to inspect all payroll records, invoices for materials, books of account, job cost ledgers, Project correspondence and Project-related files and all relevant records supporting any invoice, schedule-of-values item, reserve draw, allowance use, bond cost, insurance, owner direct purchasing transaction, or monthly progress certification. Any labor burden, multiplier, or indirect labor loading included in a reimbursable line item shall be supported by contemporaneous payroll, fringe, insurance, and tax documentation sufficient to permit a County audit.

(b) The County retains the right to audit accounts and access all files, correspondence and documents in reference to all Work performed under this LNTP. The County shall be provided full access, upon request, to all documents, including those in the possession of subcontractors or suppliers during the LNTP Work and for a period of four (4) years after the completion of the LNTP Work.

(c) For any lump-sum, monthly-rate, or supervision-related line item, the Design-Builder and its subcontractors and subconsultants shall maintain project records identifying who performed the work and the hours worked for a period of four (4) years after the completion of the LNTP Work and shall produce such records upon County, OIG, IPSIG, or auditor request; provided, however that such records reflect the extent of audit rights of the County, OIG, IPSIG or auditor with respect to lump sum, monthly-rate or supervision-related line items or amounts. The foregoing shall not be construed to limit, restrict, or modify the rights delineated in subsections 12.1(a) and 12.1(b) above, nor shall it diminish the independent oversight and investigative authority of the County, the OIG, or the IPSIG.

## 13. **Public Records**

13.1 Design-Builder shall comply with the Public Records Laws of the State of Florida as applicable, including, but not limited to: (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in

possession of the Design-Builder upon termination of this Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms of this Agreement.

13.2 In accordance with Section 119.071(3)(b)1., Florida Statutes, “[b]uilding plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, ... or other structure owned and operated by an agency are exempt ...” from public records disclosure to ensure the safety of government infrastructure and to ensure public safety. Information made exempt by this paragraph, with prior approval from the County, may be disclosed: (i) to another governmental entity if necessary to perform its duties and responsibilities; (ii) to a licensed architect, engineer, or contractor who is performing work on or related to the Project; or (iii) upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

**IF DESIGN-BUILDER HAS QUESTIONS CONCERNING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DESIGN-BUILDER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LNTP, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 347-4827; [LUIS.GONZALEZ4@MIAMIDADE.GOV](mailto:LUIS.GONZALEZ4@MIAMIDADE.GOV); MIAMI-DADE SEAPORT DEPARTMENT, HUMAN RESOURCES DIVISION, 1080 CARIBBEAN WAY, MIAMI, FLORIDA 33132, SUITE 500**

14. **Force Majeure**

14.1 “Force Majeure” shall mean an act of God, epidemic, pandemic, earthquake, fire, explosion, hurricane, storm at a strength warranting closure of the Seaport and cessation of LNTP Work, flood or similar occurrence, strike, an act of a public enemy, terrorism, blockade, insurrection, riot, general unrest or restraint of government and people, civil disturbance, inability to obtain permits for reasons beyond control of Design-Builder, or similar occurrence, which has had a material adverse effect on the rights and obligations under this Contract, and which, by the exercise of due diligence, such Parties shall not have been able to avoid. Such acts or events do not include inclement weather (except as noted above and in Section 14.4); unavailability of materials; or the acts or omissions of the Design-Builder, subconsultants, or subcontractors, third-party consultants/contractors, material men, suppliers, or their subcontractors, unless such acts or omissions are otherwise encompassed by the definition set forth above.

14.2 No Party hereto shall be liable for its failure to carry out its obligations under the LNTP during a period when such Party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations, but the obligation of the Party relying on such Force Majeure shall be suspended only during the continuance of any inability so caused and for no longer period of said unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

14.3 It is further agreed and stipulated that the right of any Party hereto to excuse its failure to perform by reason of Force Majeure shall be conditioned upon such Party giving, to the other

Party, written notice of its assertion that a Force Majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any Party's right to justify any non-performance as caused by Force Majeure unless the failure to give timely notice causes material prejudice to the other Party. A Force Majeure shall constitute an "Excusable Delay" and Section 1.2 shall apply.

14.4 "Inclement Weather" shall mean weather more severe than the norm only as it affects the critical path of the LNTP Work, as reasonably determined by the County. Weather more severe than the norm is defined as any situation exceeding the mean data as published by the National Oceanic and Atmospheric Administration (NOAA) (this data is taken from the table of normals, means, and extremes in the latest version of the "Local Climatological Data, Annual Summary with Comparative Data, Miami, Florida"). The presence or threatened presence of lightning shall also be considered Inclement Weather. For the calculation of delays due to rain, precipitation shall be considered a rain delay day if the rain is more severe than the norm and prevented the Design-Builder from performing LNTP Work on the critical path. Rain more severe than the norm is defined as any precipitation exceeding the mean recorded daily precipitation, based on the monthly average of the previous five years, as published by the NOAA (this data is taken from the "Local Climatological Data (LCD)" Tool, with "Miami International Airport, FL US" as the indicated search station). Further, if on any day(s) following a day of precipitation the Design-Builder is prevented from performing LNTP Work on the critical path due to flooding or standing water from said prior rain event, this shall also be considered a day of delay due to rain, but only to the extent the total weather delays exceed the normal and customary planned number of annual days cited in the schedule and contract documents.

## 15. **E-Verify**

15.1 By entering into this LNTP, Design-Builder and its agents and subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." Design-Builder affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new Design-Builder employees; (b) it has required all subcontractors to this LNTP to register and use the E-Verify system to verify the work authorization status of all new employees of the subcontractor; (c) it has an affidavit from all subcontractors to this LNTP attesting that the subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the LNTP. Registration information is available at: (<http://www.uscis.gov/e-verify>). If County has a good faith belief that Design-Builder has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this LNTP in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination Design-Builder agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Design-Builder shall be liable for any additional costs incurred by the County because of such termination. In addition, if County has a good faith belief that a subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Design-Builder has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the subcontractor upon receipt of notice from the County of such violation by subcontractor in accordance with Section 448.095(5)(c), Florida Statutes. Any challenge to termination under this provision must be filed in the Circuit or County Court by the County,

Design-Builder, or subcontractor no later than twenty (20) calendar days after the date of contract termination

16. **Human Trafficking**

16.1 By entering into, amending, or renewing this LNTP, including Design-Builder is obligated to comply with the provisions of Section 787.06, Florida Statutes, “Human Trafficking,” as amended, which is incorporated by reference into this LNTP. All definitions and requirements from Section 787.06, F.S., apply to this LNTP. This compliance includes Design-Builder providing an affidavit that it does not use coercion for labor or services. This attestation by the LNTP shall be in the form attached to this LNTP as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the “Affidavit”) and must be executed by Design-Builder and provided to the County when entering, amending, or renewing this LNTP. This LNTP shall be void if Design-Builder submits a false Affidavit pursuant to this Act or Design-Builder violates the Act during the term of this LNTP, even if Design-Builder was not in violation at the time it submitted its Affidavit.

17. **Miscellaneous.**

17.1 The County and the Design-Builder will work in good faith to finalize the DB Contract promptly and expeditiously.

17.2 The Design-Builder and County each binds themselves, their partners, successors, legal representatives and assigns to the other party of the LNTP and to the partners, successors, legal representatives, and assigns of such party in respect to all covenants of this LNTP. The Design-Builder shall afford the County the opportunity to approve all proposed assignees, successors, or other changes in the ownership structure and composition of the Design-Builder (which approval shall not be unreasonably withheld, conditioned or delayed). Failure to do so constitutes a breach of this LNTP by the Design-Builder.

17.3 This LNTP, and all claims and disputes arising out of or relating hereto, shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to principles of conflicts of law.

17.4 The venue for any judicial, administrative, or other action to enforce or construe any term of this Amendment or arising from or relating to this Amendment shall lie exclusively in Miami-Dade County, Florida.

17.5 The invalidity or unenforceability of any one of the terms, conditions, or provisions of this LNTP, or any portion thereof, shall not affect the remaining terms, conditions, or provisions, or portions thereof. The LNTP shall be construed and enforced as if such invalid term, condition, or provision had not been included therein.

17.6 Any rule of law wherein ambiguities are construed against the drafter of a document shall not apply to this LNTP, and the County and the Design-Builder affirmatively waive it with respect to this LNTP.

17.7 This LNTP may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. This LNTP may only be amended in writing signed by both Parties.

17.8 This LNTP is issued solely to authorize limited enabling work and shall not be construed as an admission of liability, entitlement, or risk allocation, nor shall it establish precedent for the pricing, scope, or terms of any future agreement.

17.9 Nothing in this LNTP shall obligate the County to execute the DB Contract or any subsequent agreement. The Design-Builder acknowledges that it proceeds under this LNTP at its own risk with respect to future phases of the Project.

17.10 Except as otherwise provided in this LNTP, or as may be provided in the DB Contract, the covenants, terms and limitations set out in this LNTP do not merge but survive any execution of the DB Contract by the parties and, notwithstanding such execution of the DB Contract by the parties, continue in full force and effect. Execution of the DB Contract does not prejudice any right of one Party against another Party in respect of any remedy in connection with anything done or omitted to be done under this LNTP.

17.11 This LNTP, including all Exhibits and other attachments referred to herein, contains the entire agreement of County and Design-Builder with respect to the matters stated herein, and may not be modified except by an instrument in writing which is signed by both Parties and delivered by each to the other. Exhibits and such other attachments are incorporated herein as fully as if their contents were set out in full at each point of reference to them.

17.12 All notices required or permitted under this LNTP shall be in writing and shall be deemed sufficiently served if delivered personally or via e-mail and followed with delivery of hard copy; and in any case addressed as follows:

(a) To the County

Helga Sommer, P.E.  
PortMiami, Capital Development  
Phone: (305) 347-3229  
Email: hsommer@miamidade.gov

(b) To Design-Builder

Attention: Don Hickey, P.E., Executive Vice President  
Phone: (786) 418 3607  
Email: don.hickey@ohla-usa.com

Either Party may at any time designate a different address and/or contact person by giving written notice as provided above to the other Party. Such notices shall be deemed given upon written acknowledgment by the addressee.

Please acknowledge your acceptance of this LNTP by signing in the space provided below and returning a fully executed copy of this LNTP to me.

Sincerely,

Helga Sommer

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the Parties have executed this LNTP.

OHLA-USA, Inc.

Miami-Dade County

By: 

By: \_\_\_\_\_

**Name:**

**Name: for Daniella Levine Cava**

**Donald Hickey** \_\_\_\_\_

**Jimmy Morales** \_\_\_\_\_

**Mayor**

**Title: Executive Vice-President**

**Title: Chief Operating Officer**

**Date:** 3/24/2026

**Date:** \_\_\_\_\_

**Attest:**



**Corporate Secretary**

**ATTEST**

**JUAN FERNANDEZ-BARQUIN,**

**CLERK OF THE COURT AND COMPTROLLER**

\_\_\_\_\_

**DEPUTY CLERK**

**Olga Valverde – e18183**

**Date:** \_\_\_\_\_

\_\_\_\_\_

**Assistant County Attorney**

**(For Form and Legal Sufficiency)**

## EXHIBIT 1 – LNTP WORK

The LNTP Work is solely limited to time-critical enabling activities necessary to support future construction and does not authorize complete construction of permanent facilities. Any work not expressly identified herein is excluded and shall require separate written authorization by the County pursuant to the terms of this LNTP.

The Design-Builder shall furnish all labor, materials, equipment, supervision, for the design and construction of the following, as set forth in the 45% plans attached hereto:

- A. Design, as set forth in an initial quote from WSP (see attached):
  - a. Temporary Bollards and New Temporary Tiedowns at Terminal F.
  - b. Berth 1 Existing Apron – Ground Improvement: from 60% design through IFC design including PS&E and calculations.
  - c. Berth 1 Marine and Apron Works (excluding Ground Improvement): From 60% design through IFC design including PS&E and calculations.
  - d. Berth 6 Existing Apron – Ground Improvement: from 60% design through IFC design including PS&E and calculations.
- B. Construction:
  - a. Berth 1 Coral Relocation, as set forth in an initial quote from Cummings (see attached).
  - b. Procurement of Berth 1 Combiwall Materials, as set forth in an initial quote from Ebsary (see attached).
  - c. Procurement of Berth 1 Permanent Bollards, as set forth in an initial quote from Ebsary (see attached).
  - d. Procurement of Berth 1 Permanent Fenders, as set forth in an initial quote from Ebsary (see attached).
  - e. Berth 1 Permanent Inclined Grouted Anchors (Furnish and Install), as set forth in an initial quote from Schnabel (see attached).
  - f. Berth 1 Auger Cast Piles for PBB Runway, as set forth in an initial quote from Ebsary (see attached).
  - g. Not to exceed amount for Berth 1 Early Utility Works.
  - h. Not to exceed amount for Project Office and Yard Set Up including Site Preparation, Office Trailers, Monthly Utility Costs, Job Site Yards, Fencing and Gates.
  - i. Not to exceed amount for Quality Control and Environmental.
  - j. Berth 1 Pre-construction Survey.
- C. Other Works requested by PortMiami, as follows:

- a. Install nine (9) temporary 150TN bollards, as set forth in an initial quote from Ebsary (see attached).
- b. Furnish, and install six (6) temporary tiedowns at Terminal F.
- c. Furnish Forty (40) Road Plates 8' x 16' x 1', as set forth in an initial quote from Sun Estate Equipment (see attached).
- d. Removal and disposal of existing PBBs at Berth 1 (Gen1 E and Gen1 W), 3, and 4 (Jetway, CT-E and CT-D), as set forth in an initial quote from Alpha (see attached).
- e. Existing Wall Repairs (22 locations – Berth 1 to 6), as set forth in an initial quote from Sea Divers (see attached).
- f. Procure implementation and 12-month Subscription.

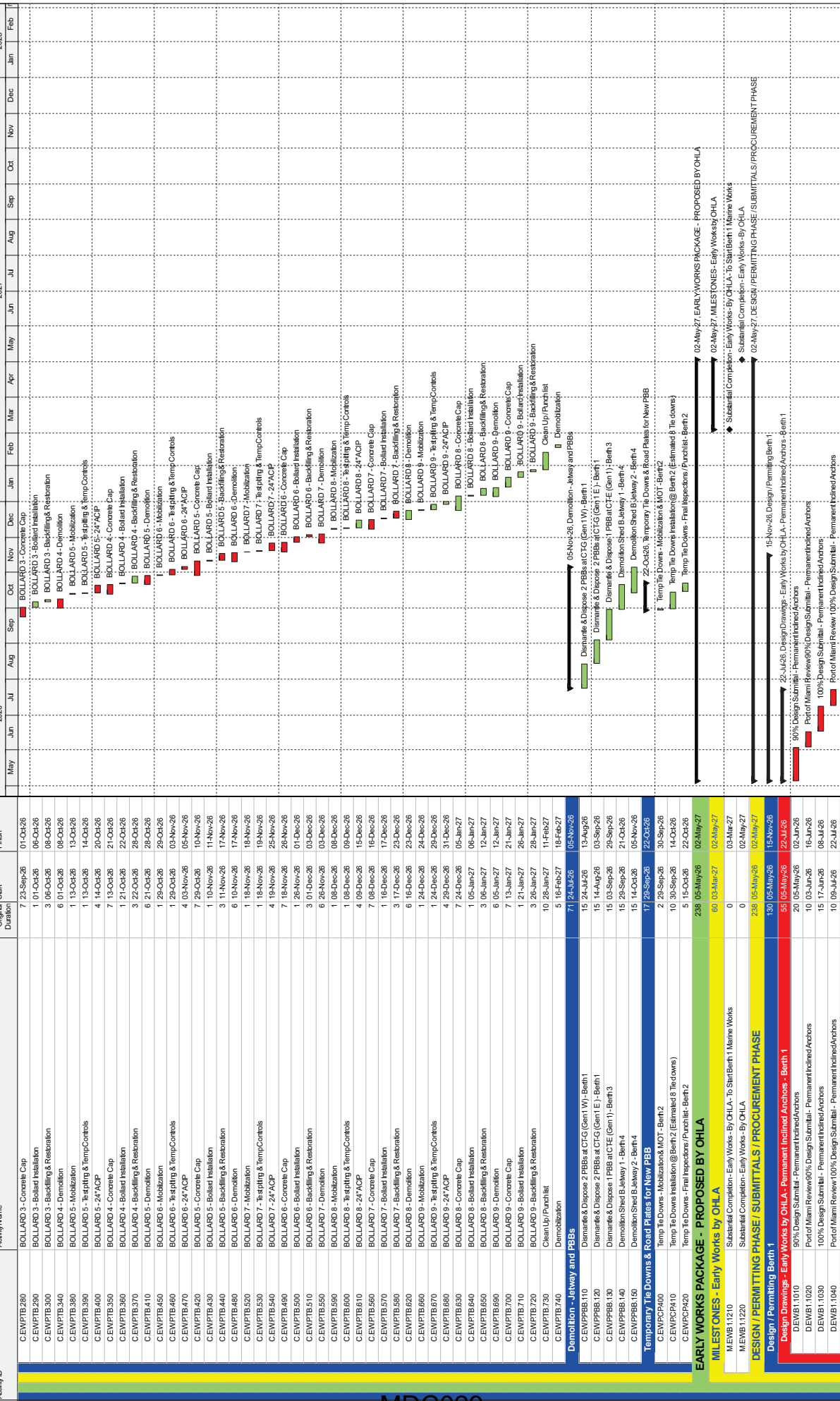
Work not expressly listed above is excluded from this Limited Notice to Proceed. Any work beyond the scope described herein shall require a written change order in accordance with Article 1.3 above.

**EXHIBIT 2 – LNTP SCHEDULE**

See attached.

Activity ID	Activity Name	Original Start	Original Duration	Finish	2025	2026	2027	2028															
May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
<b>POM Berths 1-6 Realignment - PA Schedule + Early Works LNTP 5/5/26 - R2</b>																							
<b>CONTRACTUAL MILESTONES</b>																							
M.EW1.000	BCC Approval of Early Works Package	0	21-Apr-26	05-May-26																			
M.EW1.010	LNTP - Start Early Works	0	21-Apr-26	05-May-26																			
<b>EARLY WORKS - LNTP</b>																							
M.EW1.080	Final Completion - Early Works - Tie Downs for New PBB at Berth 2	0	22-Oct-26	05-Nov-26																			
M.EW1.100	Final Completion - Early Works - Demo PBBS & Jetties	0	22-Oct-26	05-Nov-26																			
M.EW1.120	Berth 2 Temporary PBB Complete - Start Live Testing on Carnival Celebration	0	23-Dec-26*	19-Feb-27																			
M.EW1.30	Final Completion - Early Works - Temporary Bollards	0	19-Feb-27	05-Mar-27																			
<b>DESIGN / PERMITTING / SUBMITTALS / PROCUREMENT PHASE</b>																							
<b>Design Drawings - Early Works by Port Miami</b>																							
DEWP1.160	100% Design Submittal - EW by Port - TBollards	30	05-May-26	16-Jun-26																			
DEWP1.170	Port of Miami Review 100% Design Submittal - Temp Bollards	10	05-May-26	18-May-26																			
<b>Tie Downs for New PBB at Berth 2</b>																							
DEWP1.140	100% Design Submittal - EW by Port - Tie downs for PBBS	30	05-May-26	16-Jun-26																			
DEWP1.150	Port of Miami Review 100% Design Submittal - Tie downs for New PBB	10	03-Jun-26	15-Jun-26																			
<b>Permitting - Early Works</b>																							
PEWP20.10	Permit Coordination During Design (Prior 100% approved Design)	103	05-May-26	15-Aug-26																			
PEWP20.90	USEPA DEP NPDES - SWPPP & NOI	30	05-May-26	16-Jun-26																			
PEWP11.10	Permits by OHLAWSP - Building Permit - Temporary Bollards	60	19-May-26	17-Jul-26																			
PEWP10.100	Permits by OHLAWSP - Building Permit - Tie downs for New PBB @ Berth 2	60	17-Jun-26	15-Aug-26																			
<b>Submittals / Shop Drawings - Early Works by Port Miami</b>																							
<b>Shop Drawings - Temporary Bollards</b>																							
SEWP1.140	Temporary Bollards (Anchor Bolts) - Submittal Preparation	5	19-May-26	26-May-26																			
SEWP1.170	Temporary Bollards - Auger Piles - Submittal Preparation	5	19-May-26	28-May-26																			
SEWP1.150	Temporary Bollards (Anchor Bolts) - WSP Submittal R/A	10	27-May-26	09-Jun-26																			
SEWP1.160	Temporary Bollards - Auger Piles - WSP Submittal R/A	10	27-May-26	09-Jun-26																			
SEWP1.190	Temporary Bollards (Anchor Bolts) - PORT Submittal R/A	5	10-Jun-26	16-Jun-26																			
SEWP1.200	Temporary Bollards (Anchor Bolts) - PORT Submittal R/A	5	10-Jun-26	16-Jun-26																			
<b>Shop Drawings - Temporary Tie Downs for New PBBS</b>																							
SEWP2.10	PBB Tie Downs - Submittal Preparation	30	17-Jun-26	29-Jul-26																			
SEWP2.20	PBB Tie Downs - WSP Submittal R/A	10	05-Jun-26	22-Jul-26																			
SEWP2.30	PBB Tie Downs - PORT Submittal R/A	5	23-Jul-26	29-Jul-26																			
<b>Procurement - Early Works by Port Miami</b>																							
PREWP2.10	Procurement - Temporary Bollards - Anchor bolts	117	03-Jun-26	27-Sep-26																			
PREWP2.20	Procurement - Temporary Bollards - Auger piles	30	17-Jun-26	16-Jul-26																			
PREWP2.30	Procurement - Road Plates	60	03-Jun-26	01-Aug-26																			
PREWP2.40	Procurement - PBB Tie Downs	60	30-Jun-26	27-Sep-26																			
<b>CONSTRUCTION PHASE - EW PACKAGE BY PORT MIAMI</b>																							
<b>Temporary Bollards</b>																							
CEWP1B.100	INITIAL MOBILIZATION - Set/MOT	140	21-Jul-26	18-Feb-27																			
CEWP1B.110	BOLLARD 1 - Insulating & Temp Controls	7	21-Jul-26	29-Jul-26																			
CEWP1B.120	BOLLARD 1 - 24"ACP	4	30-Jul-26	05-Aug-26																			
CEWP1B.130	BOLLARD 1 - Demolition	6	06-Aug-26	13-Aug-26																			
CEWP1B.170	BOLLARD 2 - Mobilization	1	18-Aug-26	18-Aug-26																			
CEWP1B.180	BOLLARD 2 - Insulating & Temp Controls	4	18-Aug-26	19-Aug-26																			
CEWP1B.190	BOLLARD 2 - 24"ACP	1	18-Aug-26	25-Aug-26																			
CEWP1B.140	BOLLARD 1 - Concrete Cap	7	18-Aug-26	26-Aug-26																			
CEWP1B.150	BOLLARD 1 - Bolard Installation	1	26-Aug-26	27-Aug-26																			
CEWP1B.160	BOLLARD 1 - Backfilling & Restoration	3	27-Aug-26	02-Sep-26																			
CEWP1B.200	BOLLARD 2 - Demolition	6	26-Aug-26	02-Sep-26																			
CEWP1B.240	BOLLARD 3 - Mobilization	1	03-Sep-26	03-Sep-26																			
CEWP1B.250	BOLLARD 3 - Insulating & Temp Controls	1	03-Sep-26	08-Sep-26																			
CEWP1B.260	BOLLARD 3 - 24"ACP	4	08-Sep-26	10-Sep-26																			
CEWP1B.210	BOLLARD 2 - Concrete Cap	7	03-Sep-26	15-Sep-26																			
CEWP1B.220	BOLLARD 2 - Bolard Installation	1	15-Sep-26	16-Sep-26																			
CEWP1B.230	BOLLARD 2 - Backfilling & Restoration	3	16-Sep-26	22-Sep-26																			
CEWP1B.270	BOLLARD 3 - Demolition	6	15-Sep-26	22-Sep-26																			
CEWP1B.310	BOLLARD 4 - Mobilization	1	23-Sep-26	23-Sep-26																			
CEWP1B.320	BOLLARD 4 - Insulating & Temp Controls	1	23-Sep-26	24-Sep-26																			
CEWP1B.330	BOLLARD 4 - 24"ACP	4	24-Sep-26	30-Sep-26																			

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**EXHIBIT 3 – BASE CONTRACT AMOUNT BREAKDOWN**

See attached

Item	Schedule of Value Description	QTY	UoM	Unit Rate	Total
A.	Mobilization				\$ 4,303,119.29
A.1.	Mobilization	1.00	NTE	\$ 4,303,119.29	\$ 4,303,119.29
B.	Design				\$ 6,460,997.24
B.1.	Temporary Bollards and Tie-Downs at Terminal F	1.00	LS	\$ 348,300.25	\$ 348,300.25
B.2.	Berth 1 - Existing Apron	1.00	LS	\$ 1,218,839.00	\$ 1,218,839.00
B.3.	Apron 1 - Marine and Apron Works	1.00	LS	\$ 1,905,823.00	\$ 1,905,823.00
B.4.	Berth 6 - Existing Apron	1.00	LS	\$ 1,511,002.00	\$ 1,511,002.00
B.5.	Berth 1 - Construction Administration/DSDC	1.00	LS	\$ 1,477,033.00	\$ 1,477,033.00
C.	Construction				\$ 18,235,765.68
C.1.	Berth 1 - Coral Relocation	1.00	NTE	\$ 282,095.00	\$ 282,095.00
C.2.	Berth 1 - Purchase of Combi-Wall Materials	1.00	NTE	\$ 8,345,297.00	\$ 8,345,297.00
C.3.	Berth 1 - Purchase of Permanent Bollards	1.00	NTE	\$ 468,625.00	\$ 468,625.00
C.4.	Berth 1 - Purchase of Permanent Fenders	1.00	NTE	\$ 827,434.20	\$ 827,434.20
C.5.	Berth 1 - Permanent Inclined Grouted Anchors	1.00	LS	\$ 5,479,297.37	\$ 5,479,297.37
C.6.	Berth 1 - Auger Cast for PBBs	1.00	NTE	\$ 636,517.11	\$ 636,517.11
C.7.	Berth 1 - Early Utility Works [NTE Amount]	1.00	NTE	\$ 575,000.00	\$ 575,000.00
C.8.	Project Office and Yards Set-Up [NTE Amount]	1.00	NTE	\$ 1,380,000.00	\$ 1,380,000.00
C.9.	Quality Control and Environmental [NTE Amount]	1.00	NTE	\$ 230,000.00	\$ 230,000.00
C.10.	Berth 1 - Pre-construction Survey	1.00	NTE	\$ 11,500.00	\$ 11,500.00
D.	Other Works requested by PortMiami				\$ 4,769,101.27
D.1.	Installation of Temporary Bollards [Berth 2 through 6]	1.00	NTE	\$ 3,643,200.00	\$ 3,643,200.00
D.2.	Temp Tiedowns [Terminal F (New PBB)]	1.00	NTE	\$ 66,999.00	\$ 66,999.00
D.3.	Furnish Road Plates	1.00	LS	\$ 262,487.50	\$ 262,487.50
D.4.	Remove and Dispose Existing PBBs	1.00	LS	\$ 367,526.83	\$ 367,526.83
D.5.	Existing Wall Repairs (Berth 1 to 6)	1.00	LS	\$ 326,312.50	\$ 326,312.50
D.6.	Procure Implementation and 12MO Subscription	1.00	LS	\$ 102,575.43	\$ 102,575.43
E.	General Conditions and General Requirements				\$ 6,771,312.61
E.1.	Project Supervision	10.00	NTE	\$ 511,831.93	\$ 5,118,319.27
E.2.	General Conditions	10.00	NTE	\$ 165,299.33	\$ 1,652,993.34
F.	Insurance		NTE		\$ 4,169,000.00
G.	Office of Inspector General - Audits				\$ 137,500.00
H.	Performance and Payment Bond				\$ 550,000.00

\$ 45,396,796.09

NTE Risk Reserve \$ 2,929,959.82

**BASE CONTRACT AMOUNT \$ 48,326,755.91**

**Allowances**

Contingency Allowance \$ 4,832,675.59  
Dedicated Allowance for Permit Fees \$ 1,449,802.68

**NTE AMOUNT \$ 54,609,234.18**

**Notes:**

Line items designated as Not-to-Exceed (NTE) indicate that these items are currently under PortMiami review and are subject to mutual agreement.

Final Schedule of Values: PortMiami and OHLA agree that all NTE items listed in the above Schedule of Values remain subject to mutual agreement. Due to the nature of items C.7., C.8. and C.9., these items will remain as NTE amount for the duration of the project.

## EXHIBIT 4 – INSURANCE AND BONDS

### 1. Insurance

The Design-Builder shall maintain, or cause to be maintained, the insurance set forth in this Exhibit throughout the performance of the LNTP Work until the LNTP Work has been completed by the Design-Builder and accepted by the County, at which time, or prior to as applicable, the Insurance Requirements set forth in the Design-Build Contract shall govern.

Within ten (10) days after the date of the execution of LNTP and prior to commencement of LNTP Work, the Design-Builder shall obtain, or cause to be obtained, all insurance required under this Exhibit. All insurance shall be maintained until the LNTP Work has been completed and accepted by the County unless otherwise provided in the Design-Build Contract. The Design-Builder shall furnish to the County:

Certificate(s) and policies of insurance, which indicate that insurance coverage has been obtained which meets the requirements as required in this Exhibit.

Certificate(s) of Insurance which clearly indicate the coverages required in this Exhibit.

Worker's Compensation Insurance for all employees as required by Florida Statute 440 including (if applicable) coverage under the U.S. Longshoremen and Harbor Workers' Act (USLH) and Jones Act; and both Employers Liability Insurance and Marine Employer's Liability Insurance having coverage limits of at least \$1,000,000 for each accident, \$1,000,000 for disease (each employee), and \$1,000,000 for disease (policy limit) or greater limits as required by statute.

Commercial General Liability, to include products and completed operations to align with the Florida Statute of Repose in an amount of \$2,000,000 per occurrence \$4,000,000 in the aggregate. Insurance shall include coverage for Explosion Collapse and Underground Hazards.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount of \$1,000,000 combined single limit.

Protection & Indemnity ("P&I") insurance for any vessels used in connection with the work, in the name of the owner of such vessel(s) in an amount not less than \$17,000,000 per occurrence. This limit may be satisfied through a combination of primary and excess insurance.

Hull and Machinery Insurance on any vessel utilized on the project, with limits up to the fair market value.

Charterer's Legal Liability Insurance in the name of the Design-Builder in an amount of \$50,000,000 per occurrence.

Umbrella/Excess Liability insurance providing coverage excess to, and at least as broad as, Employer's Liability, Commercial General Liability and Automobile Liability in the amount of \$53,000,000 per occurrence and in the aggregate.

#### Builder's Risk Insurance:

A. LNTP Work. Prior to performing any LNTP Work: Builders' Risk insurance on an "all risks" or special perils basis in an amount of not less than one hundred percent (100%) of the replacement cost of the LNTP permanent work, including Named Windstorm and flood for properties in flood zone A or V, S

with sublimit amounts to be agreed upon by the Parties. Coverage under the Builders' Risk policy may include certain limitations related to specific aspects of the Project (e.g., "wet works endorsement") which the Design-Builder will endeavor limiting, subject to commercial availability and to be mutually agreed upon by Miami Dade County/Seaport Department and Design Builder. The policy shall be in the name of Miami-Dade County and the Design-Builder and shall include as additional insureds subcontractors of every tier. The Builders' Risk coverage is to be maintained until the earlier of: (i) Completion of the LNTP Work as determined by Miami-Dade County, Seaport Department or (ii) inception of the Builders' Risk policy described in Section B below. Any deductible amounts that may apply under the Builders' Risk policy shall be the sole responsibility of Design-Builder.(If the County procures the builders risk coverage, the County shall be liable for named windstorm and flood deductibles and contractor shall be liable for deductibles for losses from all other perils.)

B. Design-Build Contract Work. Prior to performing any work under the Design-Build Contract: Builders' Risk insurance on an "all risks" or special perils basis in an amount of not less than one hundred percent (100%) of the replacement cost of the phase of Project then under construction at any given time and in accordance with the Project Schedule's Milestone phasing (see next paragraph). The Builders' Risk policy shall cover Named Windstorm and flood for properties in flood zone A or V, in an amount to be agreed upon by the Parties. Coverage under the Builders' Risk policy may include certain limitations related to specific aspects of the Project (e.g., "wet works endorsement") which the Design-Builder will endeavor limiting, subject to commercial availability and to be mutually agreed upon by Miami Dade County/Seaport Department and Design Builder.

With respect to the work required which is the subject of a Milestone, the Builders' Risk coverage will commence on the date of the NTP for that Berth and will cease upon the earlier of: (i) the date the Milestone Completion Date for that Milestone has been achieved, and (ii) the date of Beneficial Occupancy of that Berth. The policy shall be in the name of Miami-Dade County and the Design-Builder and shall include as additional insureds subcontractors of every tier. Subject to the above regarding phased coverage for each Milestone/Berth, the Builders' Risk policy is to be maintained until Substantial Completion of the Work as determined by Miami-Dade County, Seaport Department

(i) The County and Design-Builder waive all rights against (1) each other and any of their sub-consultants, subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) separate contractors of the County, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section (A)(ix) above. The County or Design-Builder, as appropriate, shall require of sub-consultants, separate contractors of the County, if any, and subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein.

(ii) Professional Liability or Errors & Omissions insurance in the name of the licensed professional Design-Builder and/or lead Design Firm providing architectural and/or engineering, project design, construction supervision, administration, surveying, testing, engineering and any other related professional qualifications or functions required by the project in an amount not less than \$30,000,000 per claim and \$30,000,000 in the aggregate. At the option of the Design-Builder, the \$30,000,000 limits may be met by a combination of professional liability insurance (a) in the name of the lead Design Firm and (b) in the name of the Design-Builder (i.e., Contractor's Protective Professional Indemnity) as long as the combined limits equal \$30,000,000. Such policies are not required to be project-specific but, in Design-Builder's discretion, such policies may be corporate policies or project-specific policies. This coverage to include Completed Operations coverage through the Florida Statute of Repose.

(iii) Contractor's Pollution Liability insurance in the amount of \$20,000,000 per incident and \$20,000,000 in the aggregate.

(iv) Marine Pollution Liability insurance in the amount of \$5,000,000 per incident and \$5,000,000 in the aggregate. This limit may be satisfied through a combination of primary and excess insurance.

(v) Contractor's Tools and Equipment insurance on an "all risk" basis for Design-Builder's tools, personal property and mobile equipment, whether owned, rented/leased and whether such property is located at the Project or in transit or is intended for incorporation into the Project to the extent it is not covered by the Builder's Risk insurance. Waiver of subrogation shall be in favor of Miami-Dade County.

**The Commercial General Liability insurance, Automobile Liability insurance, Umbrella/Excess Liability insurance, Charterer's Legal Liability, Contractor's Pollution Liability, Marine Pollution Liability and Protective & Indemnity insurance shall name Miami-Dade County & Miami-Dade Seaport Department as an additional insured, on a primary and non-contributory basis, for Design-Builder's liabilities assumed under the indemnification provisions of the LNTP with respect to these coverages**

**NOTE:** The Risk Management Division of Miami-Dade County People and Internal Services Department reserves the right, upon reasonable notice, to examine or request the policies of Insurance (including but not limited to policies, binders, amendments, exclusions, or riders, etc.). Miami-Dade County reserves the right to reasonably amend Insurance requirements throughout the duration of this Agreement based upon revisions to the work to be performed pursuant to this Agreement.

All Insurance policies required above 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 "A-" as to management, and no less than "Class VII" as to financial strength by 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

The company must hold a valid Florida Certificate of Authority 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 Financial Services.

CERTIFICATE HOLDER MUST READ:           MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET SUITE 2340  
MIAMI, FL 33128

(vi) The Design-Builder shall not commence the LNTP Work until it has

obtained all insurances required hereunder and the County has approved of said policies. The Design-Builder shall maintain all required insurances for the full term of the LNTP Work and as further required under the Design-Build Contract.

## 2. Bonds

(a) A single instrument Payment and Performance Bond, satisfactory to the County, in the amount of the NTE Amount (i.e., in the amount of the Base Contract Amount, plus the ten percent (10%) contingency allowance, and the three percent (3%) allowance for permit fees), shall be required of the Design-Builder. To the extent the Design-Builder is unable to obtain a Payment and Performance Bond on commercially reasonable terms in the full amount required under the preceding sentence, the County in its sole discretion and to the extent permitted by Florida law, reserves the right to accept a Bond at the largest amount reasonably available, provided that such Bond shall not be for less than \$250 million.

(b) Each Bond shall be written through Surety insurers authorized to do business in the State of Florida as Surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond (Total Contract) Amount</u>	<u>Best's Rating</u>
\$500,001 to \$1,500,000	B V
\$1,500,001 to \$2,500,000	A VI
\$2,500,001 to \$5,000,000	A VII
\$5,000,000 to \$10,000,000	A VIII
Over \$10,000,000	A IX

(c) On contract amounts of \$500,000 or less, the Bond provisions of Section 287.0935, Florida Statutes shall be in effect and Surety companies not otherwise qualifying with this paragraph may optionally qualify by:

(i) Providing evidence that the Surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation to Bid is issued.

(ii) Certifying that the Surety is otherwise in compliance with the Florida Insurance Code, and

(iii) Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under 31 U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The Bond amount shall not exceed the underwriting limitations as shown in this circular.

(d) For contracts in excess of \$500,000 the provisions of the Contract Documents will be adhered to, plus the Surety insurer must have been listed on the U.S. Treasury list for at least three consecutive years, or currently hold a valid Certificate of the County of at least 1.5 million dollars and be listed on the Treasury list.

(e) Payment and Performance Bonds guaranteed through the U.S. Government Small Business Administration or Design-Builders Training and Development Inc. will also be acceptable.

(f) The attorney-in-fact or other officer who signs a Payment and Performance Bond for a Surety company must file with such Bond a certified copy of its power of attorney authorizing it to do so.

(g) The cost of the Bonds shall be included in the Base Contract Amount.

(h) The required Bond shall be written by or through and shall be countersigned by, a licensed Florida agent of the Surety insurer, pursuant to Section 624.425 of the Florida Statutes.

(i) The Bond shall be delivered to the Contracting Officer in accordance with the instructions from the Contracting Officer.

(j) In the event the Surety on the Payment and Performance Bond given by the Design-Builder becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law, the County shall withhold issuance of payment applications until the Design-Builder has given a good and sufficient Bond instead of Bond executed by such Surety.

(k) Cancellation of the Performance and Payment Bond, or non-payment by the Design-Builder of any premium for any Bond required by this LNTP shall constitute a material breach of this LNTP. Design Builder shall procure a replacement Payment and Performance Bond within twenty one (21) Days (or such more extended period as may be agreed between the Parties). Should Design Builder fail to obtain a Payment and Performance Bond in such timeframe then, in addition to any other legal remedies, the County at its sole option may terminate this LNTP for Design-Builder Default or pay such premiums and deduct the costs thereof from any amounts that are or may be due to the Design-Builder, provided there shall be no deductions from moneys due or which may become owing for previously Approved Project Certificates.

## **EXHIBIT 5 - OWNER DIRECT PURCHASING PROGRAM**

### **PART 1 – GENERAL**

#### 1.1 Requirements Included

(“Owner” in this Article refers to the County and “Contractor” refers to the Design-Builder)

The Contractor has included Florida State Sales Tax and other applicable taxes in its pricing for materials, supplies, and equipment. The County, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the LNTP Work, substantially in accordance with this Exhibit 5.

### **PART 2 - PRODUCTS**

#### 1.2 General

(a) Any equipment, materials or supplies directly purchased by the County that are included in the Contractor’s LNTP Work shall be referred to as “Owner Direct Purchased Materials” and the responsibilities of both Owner and the Contractor, as the case may be, relating to such Owner Direct Purchased Materials shall be governed by the terms and conditions of the procedures in this Exhibit 5.

(b) The Contractor has included the Base Contract Amount for all construction materials plus applicable taxes. Owner Direct Purchasing of construction materials, if selected, will be administered on a deductive Change Order basis; the Base Contract Amount shall be reduced by the net undiscounted amount of these Purchase Orders, plus all sales tax.

### **PART 3 - EXECUTION**

#### 1.3 Procedures

(a) The Contractor shall provide the 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 LNTP Schedule. The Contractor shall submit a description of the materials to be supplied, estimated quantities and prices.

(b) Upon request from Owner, and promptly, the Contractor shall submit the Purchase Order Requisition Form (to be provided by the County) to the County’s Representative, to specifically identify the materials which Owner has, at its sole option, elected to purchase directly. On the Purchase Order Requisition Form, the Contractor will provide the County with the required quantities of material at the price established in the Vendor’s quote to the Contractor, less any sales tax associated with such price.

(c) Such Purchase Order Requisition Forms are to be submitted to Owner’s designated representative no less than ten (10) working days before the need for ordering such Owner Direct Purchased Materials, to provide sufficient time for Owner review and approval and to assure that such Owner Direct Purchased Materials may be directly purchased by Owner and delivered to the Project Site to avoid any delay to the LNTP Work.

(d) After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Order for equipment, materials or supplies which the County chooses to purchase directly. Promptly upon receipt of each Purchase Order, the Contractor shall verify its terms and conditions before issuing it to the supplier, in a manner that assures proper and timely delivery of the items. After such verification by the Contractor, Owner shall issue the Purchase Order to the supplier or Vendor. The

Purchase Order shall require that the supplier provide the required shipping and handling Insurance. The Purchase Order shall also require the delivery of the County Direct Purchased Materials on the delivery date provided by the Contractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite. The County's Purchase Order shall also require the supplier to invoice the County directly for the purchased items, not the Contractor. The County's Purchase Orders shall contain or be accompanied by the County's exemption certificate and must include the County's name, address, and exemption number with issue and expiration date shown.

(e) The Contractor shall be fully responsible for all matters relating to the receipt of materials in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders promptly, coordinating purchases, providing and obtaining all warranties and requisite guarantees in favor of and for the benefit of the County, inspection and acceptance of the goods at the time of delivery. At the time of, and after, the delivery of such materials, the County shall be liable for all loss or damage to equipment and materials purchased pursuant to the Purchase Order. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements usually required by the Contractor for the particular materials furnished. The Contractor shall provide all the services needed for the unloading, handling and storage of materials during installation. The Contractor agrees to indemnify and hold harmless the County from any third-party claims of whatever nature resulting from non-payment of goods to suppliers to the extent caused by the negligent actions or directions of the Contractor. Notwithstanding the foregoing, the County shall be responsible for payment of the invoices issued by the supplier or Vendor pursuant to the procedures in Section (f) below.

(f) As Owner Direct Purchased Materials are delivered to the jobsite, the Contractor and the County's Representative shall visually inspect all shipments from the suppliers and approve the vendor's invoice issued to the County for material delivered. The Contractor shall ensure that each delivery of Owner Direct Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier delivered to the County conforming to the Purchase Order, together with such additional information as the County or the Contractor may require. The Contractor shall verify in writing with the County's Representative that the Materials were received and the County shall agree to approve the invoice issued directly to the County for payment. The County shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.

(g) The Contractor shall ensure that Owner Direct Purchase materials conform to the specifications and determine before incorporation into the LNTP Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Contractor discovers defects or non-conformities in the County Direct Purchased Material upon such visual inspection, the Contractor shall not utilize such nonconforming or defective materials in the LNTP Work and instead shall promptly notify the Vendor of the faulty or non-conforming condition to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Contractor shall notify the County of such occurrence. If the Contractor fails to perform such inspection and otherwise incorporates Owner Direct Purchased materials, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to Owner resulting from Contractor's incorporation of such materials into the LNTP Work. If materials furnished are found to be defective or nonconforming, the Contractor shall promptly take action to remedy the defect or nonconformance so as not to delay the LNTP Work.

(h) The Contractor shall be responsible for managing all warranties and guarantees in favor of and for the benefit of the County for all materials and products as required by the LNTP Work. All repairs, maintenance or damage repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier or Vendor. However, if legal action must be pursued against the supplier or vendor

providing the County Direct Purchased Materials, the responsibility for such enforcement and all associated costs, including but not limited to attorney's fees and legal expenses, shall rest entirely with the County since the County is the Party that issued the Purchase Order.

(i) The transfer of possession of Owner Direct Purchased Materials from the County to the Contractor shall constitute a bailment for mutual benefit of the County and the Contractor. The County shall be considered the bailor and the Contractor the bailee of the County Direct Purchased Materials. Owner Direct Purchased Materials shall be deemed to be returned to the County for purposes of its bailment at such time as they are incorporated into the LNTP Work or consumed in the process of completing the LNTP Work. Bailee shall have the duty to safeguard, store, and protect all Owner Direct Purchased Materials.

(j) The Contractor shall maintain insurance in favor of and for the benefit of the County pursuant to the requirements outlined in the LNTP, which shall be sufficient to protect against any loss of or damage to Owner Direct Purchased equipment, materials, or supplies. Such insurance shall cover the value of any Owner Direct Purchased Materials not yet incorporated into the LNTP Work from the time the County first takes title which shall be at the time of delivery and acceptance of the materials by the Contractor as provided in Section (e) above.

(k) Every month, Contractor shall be required to review invoices submitted by all suppliers of Owner Direct Purchased Materials delivered to the Project Site during that month and either concur or object to the County's issuance of payment to the supplier, based upon Contractor's records of materials delivered to the site and any defects in such materials.

(l) To arrange for the prompt payment to the supplier, the Contractor shall provide to the County, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the County. Upon receipt and verification of the appropriate documentation, the County shall prepare a payment to the supplier based on the receipt of data provided. This payment will be released, delivered, and remitted directly to the supplier by the County. The Contractor agrees to assist the County in obtaining, as appropriate, partial or final lien waivers.

(m) Salvage materials shall be the property of the County and stored or removed from the site by the Contractor at the County's discretion.

(n) From the time of delivery and acceptance, the County shall have and retain title to any Owner Direct Purchased materials.

(o) Upon completion of the Project, the Contractor shall execute and deliver to the County, one or more deductive Change Orders, referencing the full value of all Owner Direct Purchased materials purchased directly, plus all sales tax savings associated with such materials in the Base Contract Amount to the Owner's Representative.

(p) Owner Direct Purchased Materials shall be subject to inventory reconciliation, segregation, identification by purchase order, storage-condition verification, insurance verification, any physical inspection by the County and OIG upon request.

**EXHIBIT 6 – RISK REGISTER**

See attached

LNTP RISK REGISTER - North Bulkhead Berths 1-6 Realignment Project



Risk ID	Risk Category	Work Package	Latest Risk Item Update	Risk Title	Risk Description	Assumptions	Probability (%)	Likelihood (L)	Impact Cost (C)	Impact Schedule (S)	Risk Rating	Recommended Risk reserve (PROB (%) * (IMP.COST (\$) + IMP.SCH. (Calendar days) * Daily Impact Cost (\$))
1	Regulatory / Permitting	All		FDEP delays	If time to obtain Florida Department of Environmental Protection (FDEP) permits for the water and sewer construction are not accurately determined and/or there are delays in the approvals by the FDEP permit restrictions that impact construction it may delay the design/construction for this work resulting in impacts to the overall project schedule or additional project costs.	Up to 3 months delays with no significant additional cost impact	20%	Low	Very Low	High	Medium	
2	Regulatory / Permitting	All		USACE delays	If time to obtain USACE permits/approvals are not accurately determined and/or there are delays in the approvals or there are permit restrictions that impact construction/design it may delay the construction for this work resulting in impacts to the overall project schedule or additional project costs.	Up to 3 months delays with no significant additional cost impact	15%	Low	Very Low	High	Medium	
3	Regulatory / Permitting	All		Other Permits delays	Delays on Building Department Permits, DERM, FWCSAL or others	Up to 3 months delays with no significant additional cost impact	10%	Low	Very Low	High	Medium	
4	Cost Escalation	Berth 1		Unusual escalation of labor, material and equipment costs	Estimate for the LNTP agreement doesn't cover any escalation. It's based on current estimates and rates. Any potential escalation should be billed to the Risk Reserve.	Estimated impact: Up to 3% of CV with no impact in schedule	70%	High	Medium	Very Low	Medium	
5	Scope Increase	Berth 1		Design increase	Design Criteria Document (DCD) exceptions that are anticipated at 45% N/C plans not being finally approved by PortMiami and will require additional Design work	Estimated impact: 10% of design fee and one (1) extra month.	10%	Low	Low	Medium	Medium	
6	Scope Increase	Berth 1		Design/Shop drawings increased quantities	If shop drawings come back showing a much different detail compared to the original design or design changes from 45% plans, it may create additional costs in the procurement of materials	Estimate: 5% increase of the Procurement	35%	Medium	Low	Very Low	Low	
7	Scope Increase	Berth 1		Increase quantities due to site conditions	Increase of scope after 45% plans due to encountered conditions (geotech, drainage, row, existing structures...) in preparation for the inclined anchors	Estimate impact: 2 weeks of works	20%	Low	Very Low	Low	Low	
8	Unforeseen Conditions	Berth 1		Inclined Rock Anchors	Obstruction drilling of up to one (1) additional hour per shift per crew is included. Unit pricing shall apply beyond time allotment. Obstruction drilling limited to sheet piles, precast concrete piles, augercast piles, and rigid inclusions.	Impact Cost: 2 additional hours for each day of the 12 weeks of work. Same consideration has been assumed for Impact Schedule.	50%	High	Very Low	Low	Medium	
9	Unforeseen Conditions	Berth 1		Inclined Rock Anchors	Crew & Equipment Standby (Full Working Rate), due to relocation/re-routing of conflicting utilities or Owner interference.	Impact Cost: 5 additional shifts. Same considerations for Impact Schedule	25%	Medium	Very Low	Very Low	Low	
10	Unforeseen Conditions	Berth 1		Existing wall Repairs	Additional work based on site unforeseen conditions such as bigger holes, more repairs and others	Impact Cost: 20% extra works - 5 additional shifts. Same considerations for Impact Schedule	80%	Very High	Very Low	Very Low	Very Low	
11	Unforeseen Conditions	Berth 1		Inaccurate As Built plans	If existing conditions based on as-builts do not reflect actual conditions, it may require redesign during construction resulting in cost and schedule issues.	Impact Cost: 1% of total direct cost and up to 4 weeks of additional work	20%	Low	Very Low	Low	Low	
12	Unforeseen Conditions	Berth 1		Additional dewatering requirements	Need for additional equipment like filter tanks and/or water truck for dewatering beyond what is anticipated in the estimate. This will result in added cost and schedule impacts.		50%	High	Very Low	Low	Medium	
13	Unforeseen Conditions	Berth 1		Contaminated/Hazardous Material	Allowance for removal of such material by Specialty Subcontractors.		5%	Very Low	Very Low	Low	Very Low	
14	Unforeseen Conditions	Berth 1		Native species	If threatened and endangered species or their habitats are encountered during construction, construction in those areas will need to stop resulting in potential delays to relocate the wildlife or additional design to avoid/mitigate impacts.		10%	Low	Very Low	Low	Low	
15	Weather	Berth 1		Unusual recurrent weather events on any given month	Impacts on productivity related to cumulative weather events outside of force majeure impacts, such as lightning		10%	Low	Very Low	Low	Low	
16	Weather	Berth 1		Unusual flooding event	Unusual flooding can damage materials and installed assets, creating additional costs and delays		15%	Low	Very Low	Low	Low	
17	Weather	Berth 1		Hurricane Evacuation costs	Additional costs and delays resulting from hurricane evacuation directions given by authorities.		15%	Low	Very Low	Low	Low	
18	Unforeseen Conditions	Berth 1		Sweeping Tunnel	Additional costs required to sweep Miami Tunnel at night if Concessionaire is not performing this activity.		10%	Low	Very Low	Very Low	Very Low	
19	Unforeseen Conditions	Berth 1		VacTruck Services	Additional costs required to expose existing underground infrastructure.		75%	Very High	Very Low	Very Low	Medium	
20	Unforeseen Conditions	Berth 1		Environmental Monitoring	Additional costs required for environmental monitoring services not carried in the Scope of Work.		30%	Medium	Very Low	Very Low	Low	
21	Scope Increase	Berth 1		Security	Additional hours required by Security team to access Work Zone Areas		20%	Low	Very Low	Very Low	Very Low	
22	Scope Increase	Berth 1		Dedicated Marine Observers	Cost of Work does not include a fully dedicated marine observers. Additional cost if required.		30%	Medium	Very Low	Very Low	Low	
23	Third party impacts	Berth 1		CT-G Construction coordination	Unexpected delays linked to coordination with CT-G contractor or unidentified work restrictions	Estimate impact : 4 weeks of works	25%	Medium	Very Low	Low	Low	
24	Third party impacts	Berth 1		Port Operation Activities	Inefficiencies caused by Port Operation.	Estimate impact: 1 week of works	15%	Low	Very Low	Very Low	Very Low	

LNTP RISK REGISTER - North Bulkhead Berths 1-6 Realignment Project



Risk ID	Risk Category	Work Package	Latest Risk Item Update	Risk Title	Risk Description	Assumptions	Probability (P)	Likelihood (L)	Impact Cost (C)	Impact Schedule (S)	Risk Rating	Recommended Risk reserve (PROB (P) * (IMP.COST (C) + IMP.SCH. (Calendar days) * Daily Impact Cost (S)))
25	Third party impacts	Berth 1		Utility Owner Coordination	Management of existing utilities including but not limited to repairs, relocation and/or adjustment carried out by Utility Owner or their approved Contractors.	Estimate impact : 3 weeks of works	15%	Low	Very Low	Low	Low	
											TOTAL	5 2,929,959.82

**ATTACHMENT I – QUOTES**

Cover Page

**BREAKDOWN: PORT MIAMI NORTH BULKHEAD REALIGNMENT - ESTIMATE OF DESIGN FEES - REVISION 4**

Item No.	Description	Quantity	Units	Total Estimated Labor Hours	Unit Cost (US\$)	Total Cost (US\$)	Remarks
<b>DESIGN COSTS</b>							
1	60% to 100% Design Development (Early Works)	1	1	3,892	\$1,087,320	\$1,087,320	Project Management - Early Works - From 60% design through IFC design including PS&E and calculations
		1	1	1,005	\$228,725	\$228,725	Pre-Works Packages - Temporary Boulders and New Temporary Tiebacks and Concrete Pads at Terminal F- IFC Design and calculations
		1	1	3,016	\$600,200	\$600,200	Berth 1 Ground Improvement - From 60% design through IFC design including PS&E and calculations
		1	1	4,880	\$1,251,000	\$1,251,000	Berth 1 Marine and Apron Works (excluding Ground Improvement) - From 60% design through IFC design including PS&E and calculations
		1	1	3,656	\$992,200	\$992,200	Berth 6 Ground Improvement - From 60% design through IFC design including PS&E and calculations
2	Expenses				\$288,000	\$288,000	Expenses - Early Works - Travel for Meetings, General Expenses, Permit Costs, Printouts, Exhibits
3	Permits Coordination	1	1	0	\$0	\$0	Included in above tasks. No additional costs
	<b>Total Detailed Design Costs for Early Works</b>				<b>\$4,647,445</b>	<b>\$4,647,445</b>	<b>Estimated based on combiwall, 30 ft apron extension, either inclined anchors/A-frame</b>
1	60% to 100% Design Development (Project Agreement)	1	1	9,080	\$2,537,080	\$2,537,080	Project Management - Remaining Works - From 60% design through IFC design including PS&E and calculations
		1	1	4,880	\$1,251,000	\$1,251,000	Berth 6 Marine and Apron Works (excluding Ground Improvement) - From 60% design through IFC design including PS&E and calculations
		1	1	3,896	\$1,064,200	\$1,064,200	Berth 2 Ground Improvement - From 60% design through IFC design including PS&E and calculations
		1	1	5,280	\$1,371,000	\$1,371,000	Berth 2 Marine and Apron Works (excluding Ground Improvement) - From 60% design through IFC design including PS&E and calculations
		1	1	3,016	\$800,200	\$800,200	Berth 3 Ground Improvement - From 60% design through IFC design including PS&E and calculations
		1	1	4,880	\$1,251,000	\$1,251,000	Berth 3 Marine and Apron Works (excluding Ground Improvement) - From 60% design through IFC design including PS&E and calculations
		1	1	3,016	\$800,200	\$800,200	Berth 4 Ground Improvement - From 60% design through IFC design including PS&E and calculations
		1	1	4,880	\$1,251,000	\$1,251,000	Berth 4 Marine and Apron Works (excluding Ground Improvement) - From 60% design through IFC design including PS&E and calculations
		1	1	3,016	\$800,200	\$800,200	Berth 5 Ground Improvement - From 60% design through IFC design including PS&E and calculations
		1	1	4,880	\$1,251,000	\$1,251,000	Berth 5 Marine and Apron Works (excluding Ground Improvement) - From 60% design through IFC design including PS&E and calculations
		1	1	6,824	\$1,633,300	\$1,633,300	Concourse Extensions - From 60% design through IFC design including PS&E and calculations
2	Expenses				\$2,050,000	\$2,050,000	Design Subconsultants - From 60% design through IFC design including PS&E and calculations
3	Permits Coordination	1	1	0	\$0	\$0	Expenses - Project Agreement - Travel for Meetings, General Expenses, Permit Costs, Printouts, Exhibits
	<b>Total Detailed Design Costs for Project Agreement</b>				<b>\$16,732,180</b>	<b>\$16,732,180</b>	<b>Estimated based on combiwall, 30 ft apron extension, either inclined anchors/A-frame</b>
	<b>Total Detailed Design Costs for Early Works and Project Agreement</b>				<b>\$21,379,625</b>	<b>\$21,379,625</b>	<b>Estimated based on combiwall, 30 ft apron extension, either inclined anchors/A-frame</b>
<b>DESIGN SERVICES DURING CONSTRUCTION COSTS</b>							
5	Construction Administration/DSDC (Early Works)	1	1		\$969,500	\$969,500	Baseline Berth 1 circa 2027 - Includes reviews of submittals, RFIs, changes and field supervision (1 person for 4 days a week during construction of both marine and apron improvement works)
	<b>Total Design Services During Construction Costs for Early Works</b>				<b>\$969,500</b>	<b>\$969,500</b>	<b>Estimated based on combiwall, 30 ft apron extension, either inclined anchors/A-frame</b>
	Construction Administration/DSDC (Project Agreement)	1	1		\$1,008,280	\$1,008,280	Baseline Berth 6 - 4% escalation from 2027 - Includes reviews of submittals, RFIs, changes and field supervision (1 person for up to 4 days a week during construction of both marine and apron improvement works)
		1	1		\$1,048,611	\$1,048,611	Baseline Berth 2 - 4% escalation from 2028 - Includes reviews of submittals, RFIs, changes and field supervision (1 person for up to 4 days a week during construction of both marine and apron improvement works)
		1	1		\$1,090,556	\$1,090,556	Baseline Berth 3 - 4% escalation from 2029 - Includes reviews of submittals, RFIs, changes and field supervision (1 person for up to 4 days a week during construction of both marine and apron improvement works)
		1	1		\$1,134,178	\$1,134,178	Baseline Berth 4 - 4% escalation from 2030 - Includes reviews of submittals, RFIs, changes and field supervision (1 person for up to 4 days a week during construction of both marine and apron improvement works)
		1	1		\$1,179,545	\$1,179,545	Baseline Berth 5 - 4% escalation from 2031 - Includes reviews of submittals, RFIs, changes and field supervision (1 person for up to 4 days a week during construction of both marine and apron improvement works)
	<b>Total Design Services During Construction Costs for Project Agreement</b>				<b>\$5,461,170</b>	<b>\$5,461,170</b>	<b>Estimated based on combiwall, 30 ft apron extension, either inclined anchors/A-frame</b>
	<b>Total Detailed Design and DSDC</b>				<b>\$27,810,295</b>	<b>\$27,810,295</b>	<b>Estimated based on combiwall, 30 ft apron extension, either inclined anchors/A-frame</b>



PRELIMINARY ESTIMATED FEE BREAKDOWN FOR ENTIRE SCOPE FROM 60% DESIGN THROUGH IFC DESIGN												
Approximate Burdened Hourly Rates for 2026												
Task Description	PD/ QA-QC	SME	PM/DM	DL	SPE	PE	SE	E	Tech/ CADD	Jr. Engr./ Jr. CADD	Total Hours	Total Fee
Project Management - Early Works - From 60% design through IFC design including PS&E and calculations	\$425	\$375	\$325	\$300	\$270	\$240	\$210	\$190	\$175	\$150	3,892	\$1,087,320
Project Management - Remaining Works - From 60% design through IFC design including PS&E and calculations	305	516	833	456	312	0	708	0	384	378	9,080	\$2,537,080
	711	1,204	1,943	1,064	728	0	1,652	0	896	882		
Pre-Works Packages - Temporary Bollards and New Temporary Tiedowns and Concrete Pads at Terminal F- IFC Design and calculations	9	22	44	60	100	220	200	120	210	20	1,005	\$228,725
Berth 1 Ground Improvement - From 60% design through IFC design including PS&E and calculations	56	240	240	680	760	0	520	0	480	40	3,016	\$800,200
Berth 1 Marine and Apron Works (excluding Ground Improvement) - From 60% design through IFC design including PS&E and calculations	92	408	420	640	760	680	1,000	0	800	80	4,880	\$1,251,000
Berth 6 Ground Improvement - From 60% design through IFC design including PS&E and calculations	56	240	240	1,320	760	0	520	0	480	40	3,656	\$992,200
Berth 6 Marine and Apron Works (excluding Ground Improvement) - From 60% design through IFC design including PS&E and calculations	92	408	420	640	760	680	1,000	0	800	80	4,880	\$1,251,000
Berth 2 Ground Improvement - From 60% design through IFC design including PS&E and calculations	56	240	240	1,560	760	0	520	0	480	40	3,896	\$1,064,200
Berth 2 Marine and Apron Works (excluding Ground Improvement) - From 60% design through IFC design including PS&E and calculations	92	408	420	1,040	760	680	1,000	0	800	80	5,280	\$1,371,000
Berth 3 Ground Improvement - From 60% design through IFC design including PS&E and calculations	56	240	240	680	760	0	520	0	480	40	3,016	\$800,200
Berth 3 Marine and Apron Works (excluding Ground Improvement) - From 60% design through IFC design including PS&E and calculations	92	408	420	640	760	680	1,000	0	800	80	4,880	\$1,251,000
Berth 4 Ground Improvement - From 60% design through IFC design including PS&E and calculations	56	240	240	680	760	0	520	0	480	40	3,016	\$800,200
Berth 4 Marine and Apron Works (excluding Ground Improvement) - From 60% design through IFC design including PS&E and calculations	92	408	420	640	760	680	1,000	0	800	80	4,880	\$1,251,000
Berth 5 Ground Improvement - From 60% design through IFC design including PS&E and calculations	56	240	240	680	760	0	520	0	480	40	3,016	\$800,200
Berth 5 Marine and Apron Works (excluding Ground Improvement) - From 60% design through IFC design including PS&E and calculations	92	408	420	640	760	680	1,000	0	800	80	4,880	\$1,251,000
Concourse Extensions - From 60% design through IFC design including PS&E and calculations	84	400	400	600	700	1,280	1,360	520	1,400	80	6,824	\$1,633,300
Design Subconsultants - From 60% design through IFC design including PS&E and calculations	200	600	700	813	800	800	800	1,000	1,500	1,600	8,813	\$2,050,000
<b>Total Number of Hours</b>	<b>2,197</b>	<b>6,630</b>	<b>7,880</b>	<b>12,833</b>	<b>11,760</b>	<b>6,380</b>	<b>13,840</b>	<b>1,640</b>	<b>12,070</b>	<b>3,680</b>	<b>78,910</b>	<b>\$20,419,625</b>
<b>Total Number of FTEs for 12 months</b>	<b>1.06</b>	<b>3.19</b>	<b>3.79</b>	<b>6.17</b>	<b>5.65</b>	<b>3.07</b>	<b>6.65</b>	<b>0.79</b>	<b>5.80</b>	<b>1.77</b>	<b>37.94</b>	
<b>Percentage of Cost by Labor Category</b>	<b>4.57%</b>	<b>12.18%</b>	<b>12.54%</b>	<b>18.85%</b>	<b>15.55%</b>	<b>7.50%</b>	<b>14.23%</b>	<b>1.53%</b>	<b>10.34%</b>	<b>2.70%</b>	<b>100.00%</b>	
Expenses - Early Works - Travel for Meetings, General Expenses, Permit Costs, Printouts, Exhibits												\$288,000
Expenses - Project Agreement - Travel for Meetings, General Expenses, Permit Costs, Printouts, Exhibits												\$672,000
												\$21,379,625

**PRELIMINARY ESTIMATED FEE BREAKDOWN FOR ENTIRE SCOPE FROM 60% DESIGN THROUGH IFC DESIGN INCLUDING PS&E AND CALCULATIONS**

Approximate Burdened Hourly Rates for 2026 - 4% Escalation Every Year After That												
Task Description	PD/ QA-QC	SME	PM/DM	DL	SPE	PE	SE	E	Tech/ CADD	Jr. Engr./ Jr. CADD	Total Hours	Total Fee
Construction Support Services	\$425	\$375	\$325	\$300	\$270	\$240	\$210	\$190	\$175	\$150	2,780	\$882,500
Subconsultants	20	120	340	440	0	0	800	800	0	160	884	\$207,000
	140	180	400	500	160	60	880	860	164	320	3,664	\$889,500
<b>Total Number of Hours</b>	<b>0.13</b>	<b>0.17</b>	<b>0.38</b>	<b>0.48</b>	<b>0.15</b>	<b>0.06</b>	<b>0.85</b>	<b>0.83</b>	<b>0.16</b>	<b>0.31</b>	<b>3.52</b>	
<b>Total Number of FTEs for 6 months</b>	<b>6.69%</b>	<b>7.59%</b>	<b>14.61%</b>	<b>16.86%</b>	<b>4.86%</b>	<b>1.62%</b>	<b>20.78%</b>	<b>18.37%</b>	<b>3.23%</b>	<b>5.40%</b>	<b>100.00%</b>	
<b>Percentage of Cost by Labor Category</b>												\$80,000
Expenses												\$969,500
												\$969,500

**PRELIMINARY ESTIMATED BUDGET FOR CONSTRUCTION SUPPORT SERVICES PER BERTH CIRCA 2027 - ESCALATE BY 4% FOR EVERY YEAR AFTER 2027**

Approximate Burdened Hourly Rates for 2026 - 4% Escalation Every Year After That												
Task Description	PD/ QA-QC	SME	PM/DM	DL	SPE	PE	SE	E	Tech/ CADD	Jr. Engr./ Jr. CADD	Total Hours	Total Fee
Construction Support Services	\$425	\$375	\$325	\$300	\$270	\$240	\$210	\$190	\$175	\$150	2,780	\$882,500
Subconsultants	20	120	340	440	0	0	800	800	0	160	884	\$207,000
	140	180	400	500	160	60	880	860	164	320	3,664	\$889,500
<b>Total Number of Hours</b>	<b>0.13</b>	<b>0.17</b>	<b>0.38</b>	<b>0.48</b>	<b>0.15</b>	<b>0.06</b>	<b>0.85</b>	<b>0.83</b>	<b>0.16</b>	<b>0.31</b>	<b>3.52</b>	
<b>Total Number of FTEs for 6 months</b>	<b>6.69%</b>	<b>7.59%</b>	<b>14.61%</b>	<b>16.86%</b>	<b>4.86%</b>	<b>1.62%</b>	<b>20.78%</b>	<b>18.37%</b>	<b>3.23%</b>	<b>5.40%</b>	<b>100.00%</b>	
<b>Percentage of Cost by Labor Category</b>												\$80,000
Expenses												\$969,500
												\$969,500


Notes:  
 1. Fee estimate does not include costs for coral relocation.  
 2. DSDC/Construction period fee estimate is based on WSP presence on site for upto 1 staff for 3 days a week for 6 months a year.



*Proposal Submission for:*

# Port Miami North Bulkhead Realignment

## Permanent Tieback Anchors

 Miami Beach, FL

 Revised March 13, 2026



PRESENTED TO:

Iago Pernas

**OHLA USA**

[Iago.Parnas@ohla-usa.com](mailto:Iago.Parnas@ohla-usa.com)

301.682.1057

PRESENTED BY:

Ryan Whaley, PE

**Schnabel**

[ryan.whaley@schnabel.com](mailto:ryan.whaley@schnabel.com)

470.460.9833

MDC048

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## ABOUT SCHNABEL

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Schnabel was founded in 1959 and has completed over 5,000 projects nationwide from offices in San Francisco, Atlanta, Chicago, Denver, Houston, Philadelphia, and Washington D.C. Schnabel's combination of family pride, technological innovation, specialized equipment, field experience, and design experience allows us to provide clients with quality work and economic solutions.



## SPECIALTY SERVICES

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Schnabel is a nationwide design-build contractor specializing in earth retention systems and specialty foundations.

Schnabel's product range includes auger cast piles, soldier beams (drilled-in or driven), cut-off walls, sheet piles, secant pile walls, deep soil mix walls, tiebacks, soil nailing, internal bracing, lagging, shotcrete, underpinning, jet grouting, micropiles (and tiedowns), roadway and landslide stabilization.

Almost all the work Schnabel performs is design-build with design done in-house and not using outside consultants. Most of Schnabel's project managers are civil engineers licensed across many states including Florida. Schnabel's engineers also typically have additional specialized experience in the fields of geotechnical and/or structural engineering through advanced degrees and/or consulting experience prior to joining Schnabel.



**5,000+**  
**COMPLETED**  
**PROJECTS**



**20+**  
**PATENTS**



**65+**  
**YEARS OF**  
**EXPERIENCE**



**200+**  
**TALENTED**  
**EMPLOYEES**

### SCOPE OF WORK

#### Permanent Tieback Anchors

Furnish and install six hundred eighty four (684) permanent tieback anchors as summarized in the table below.

Berth	Inclined Anchor Length (FT)	Quantity
1	80.4	117
2	91.7	94
3	90.3	120
4	105.8	120
5	70.5	113
6	69.1	120
Total:		684

#### INCLUDED IN SCOPE OF WORK:

- Tieback operation to be installed from water side of bulkhead wall off of barges. Two support barges to allow continuous restocking of materials to keep work productive. Price includes three mobilizations total starting in Sept. 2026, 2027 and 2028 for a duration of approximately 6 months each, during which time two total berths will be available per mobilization.
- Work in Berth 1 will be five (M-F) work shifts per week and remaining berths will be four (M-F) work shifts per week.
- Design and shop drawings for the permanent tieback anchors signed and sealed by a Professional Engineer registered in the state of Florida
- Installation of permanent tieback anchors
- Tiebacks to have a maximum design load of 350 kips each.
- Tieback anchors have a maximum test load of 133% of design load.
- Tiebacks to be installed at EL. +3.2 at a 45 degree angle from horizontal
- Anchor reinforcement consisting of 10 strand, 7-wire G270 strand anchors
- Encapsulation for the strand (PTI-Class I)
- Tieback hardware
- Design, furnish, and install anchor bearing plate and attachment to bulkhead. This will be a discrete bearing plate, not a continuous waler.
- Providing barge, crane and tug information as needed to support contractor’s marine and environmental permit applications
- Providing required information to Coast Guard to obtain permission to approach cruise ship berth area
- One (1) drill rig, crew, and associated barge support/crane is included.
- Water tank for drilling operations (water to be provided by others)
- Cuttings diverter system

### SCOPE OF WORK (cont.)

#### SUPPLEMENTARY SCOPE:

##### Crane, Barge, Coring & Ancillary Support

- 1.) 145'x45' (or comparable size) barge fitted with 165-ton lattice boom crane
- 2.) Full-time crane operator
- 3.) (2) ea. 110'x40' (or comparable size) work barges
- 4.) Tug boat (with fuel) for relocating barges as need
- 5.) Full-time tug boat crew
- 6.) Aluminum walkways between barges (approx. 20' long) and between barge and apron area (approx. 60' long)
- 7.) Four (4) 8'x16' work floats with small outboard motor
- 8.) 10' deep turbidity curtain around work area, including placement and removal every week for weekly while working on site during seasonal work for (3) years.
- 9.) Six-hundred eighty four (684) ea. 12" diameter cores (not 10" as noted on RFP document) through 4'-0" existing concrete cap at 45 degree angle. Half of the cores are assumed to be through a 0.5" thick sheet pile and half of the cores are assumed to be through a 36" diameter pipe pile with a 0.75" wall thickness.

##### Tieback Test Program

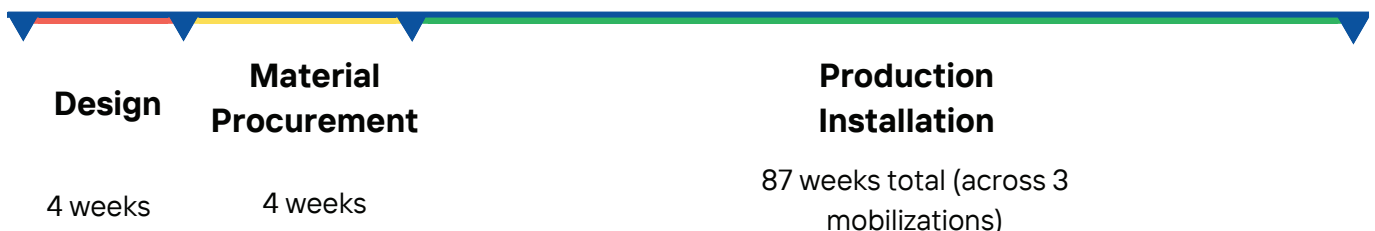
Performing a tieback test program during the preconstruction phase on this project would benefit the project team by (1) allowing an early assessment of the expected tieback-to-soil/rock bond strength, which may allow for a more competitive price at Berths 2-6 (2) evaluating projected grout usage requirement on production tiebacks, and (3) resolving potential logistical and obstruction drilling issues prior to beginning production work.

If this add price is accepted, Schnabel will furnish and install two (2) tieback anchors at Berth 1 between mobilizations on nearby One Island Park project.

#### INCLUDED IN SCOPE OF WORK:

- Design, furnish and test (2) sacrificial tiebacks as detailed above
- Mobilize manpower and equipment from nearby project

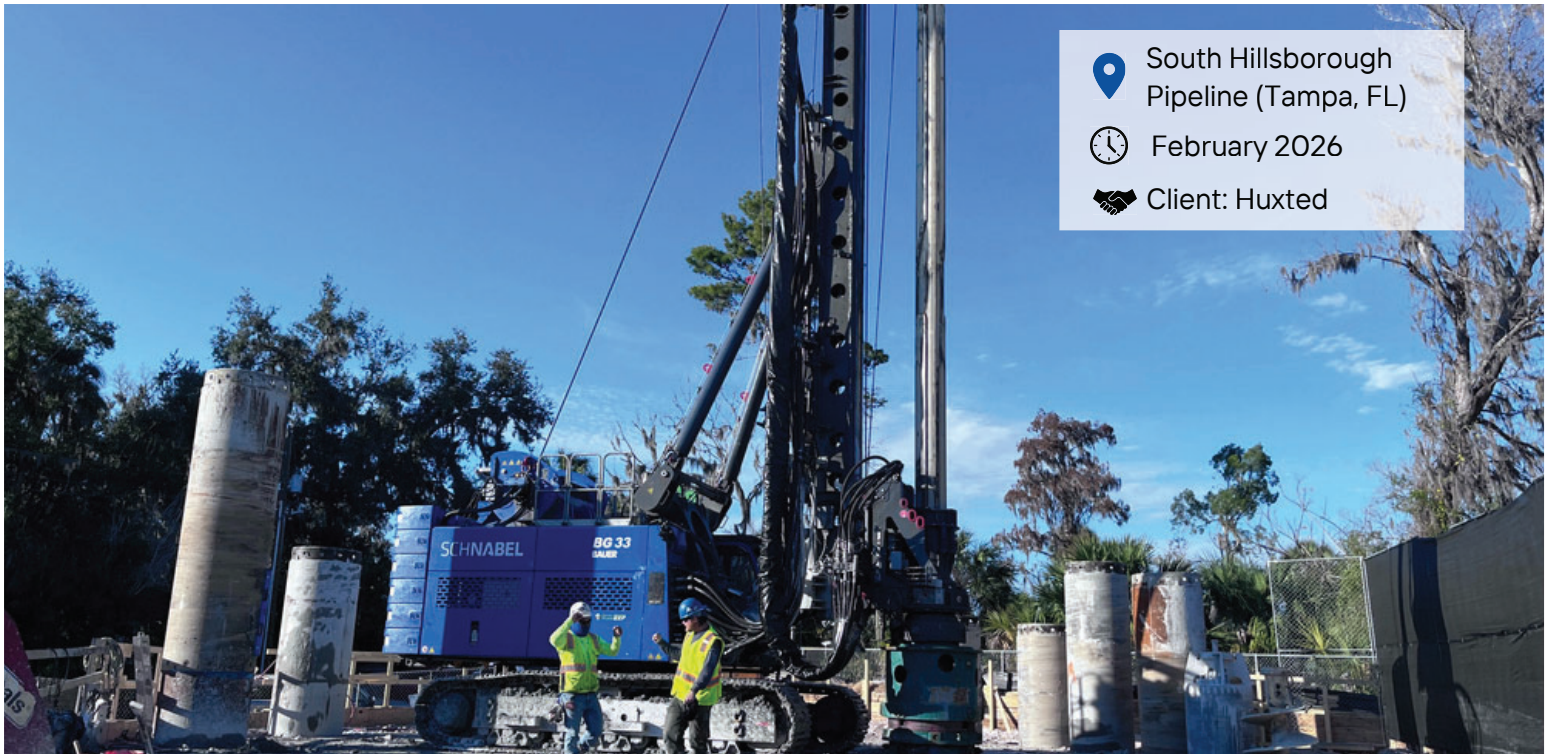
#### SCHEDULE OVERVIEW:





## WORK PROVIDED BY OTHERS


For the work described above, we will require the following to be provided free of charge “by others” (in addition to requirements described in our **GENERAL PROVISIONS**):

1. Clean potable water under normal city pressure within 200 ft of mixing tanks for grouting operation
2. Surveying: layout of our work as required
3. Landside access for telescoping forklift and excavator to help service work areas.
4. At least two (2) 12'x50' locations per berth in terminal area for grout mixer and silo setup
5. Excavation of a trench through apron area from grout mixer setup locations for routing water and grout lines to waterfront and patching back over trenches.
6. Continuous access for delivery of bulk cement vehicles moving under their own power to and from cement silo locations.
7. Location (layout and depth) of all utilities, existing tiebacks/tie-rods, rigid inclusions, augercast piles, caissons, or any other subsurface obstruction that may conflict with the proposed tiebacks will be provided in CAD format for coordination with tiebacks and layout of core holes.
8. Excavate 4 feet wide by 4 feet deep trench behind the existing bulkhead wall. Drill water and cuttings shall be allowed to be pumped or otherwise permanently deposited into this trench. Where this trench cannot be installed, Schnabel will relocate spoils to nearest open trench and deposit them there. Final backfill of this trench back to final grade will also be by others.
9. Monitoring of existing bulkhead during anchor installation and testing.
10. Third party inspection, anchor grout sampling and testing per anchor specifications.
11. Testing or compaction of drill spoils to be deposited into 4'x4' trench.



 South Hillsborough  
Pipeline (Tampa, FL)

 February 2026

 Client: Huxted

## EXCLUSIONS

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The following are exclusions in addition to those listed in our **GENERAL PROVISIONS**:

1. Grout or concrete testing
2. Any work or costs in conjunction with hazardous waste or contaminated/impacted soil/water, including delays due to waiting for testing of excavated soil or water.
3. Utility or subsurface obstruction location and/or relocation
4. Material, labor, or equipment escalation above 3%/year
5. Liquidated or consequential damages
6. Sunday, Holiday, and night shift work
7. Verification that existing concrete cap and sheet piles will adequately support expected tieback loads
8. Obtaining or maintaining any project-wide marine and environmental permits
9. Obstruction drilling beyond 1 hr/shift
10. Additional anchors
11. Owner directed standby time.
12. Expedited delivery requiring mobilization of additional equipment.

## OBSTRUCTION DRILLING RISK MITIGATION

The following are methods Schnabel will utilize on this project to manage the risk of drilling through obstructions on the project:

### 1. Risk mitigation measures

- a. Schnabel will use as-built information for the apron area (provided by others) to model all tiebacks using a BIM program as described on p. 12 of this proposal. In this way, we can move tiebacks, change angles, shorten, etc. as needed to avoid conflicts before work even begins.
- b. This proposal includes 12" diameter core holes through the existing concrete cap, and since our drill casing has an 8-5/8" O.D., we are able to modify our drill angle in any direction up to 2.5 degrees in order to bypass any unforeseen obstructions.
- c. For unknown or unforeseen obstructions that cannot be drilled around by changing the installation angle, Schnabel uses an obstruction drilling technique allowed by our unique single-pass drill method as described below.

### 2. Method for advancing through obstructions using single-pass drill techniques

- a. Schnabel will use a customized suspended single-pass drill mast to install tiebacks up to 90' in length.
- b. Tieback reinforcement is pre-loaded into the drill mast casing before drilling begins.
- c. The end of the drill rod is pre-fitted with a sacrificial drill bit and drilling will commence with water flushing to remove cuttings from the hole.
- d. If an obstruction is encountered and cannot be removed with our typical drill bit, the single pass drill rod can be quickly extracted from the drill hole without spending additional time on removal of segmented drill casing on the way out of the hole.
- e. The drill bit will then be switched out with a coring shoe, then the drill casing will be advanced down the same path since the drill mast remains in the same alignment as before the obstruction was encountered.
- f. The obstruction will then be cored and the hole will be advanced down to the design depth.

### 3. What happens if the above methods don't allow us to get around or through an obstruction?

- a. The project team will confer to identify new potential angles, tieback location(s), tieback lengths, etc. to resolve the conflict.
- b. If the obstruction is unforeseeable, an equitable change will be required to cover the cost of obstruction drilling time and/or replacement tieback(s).

## BID PRICE SUMMARY

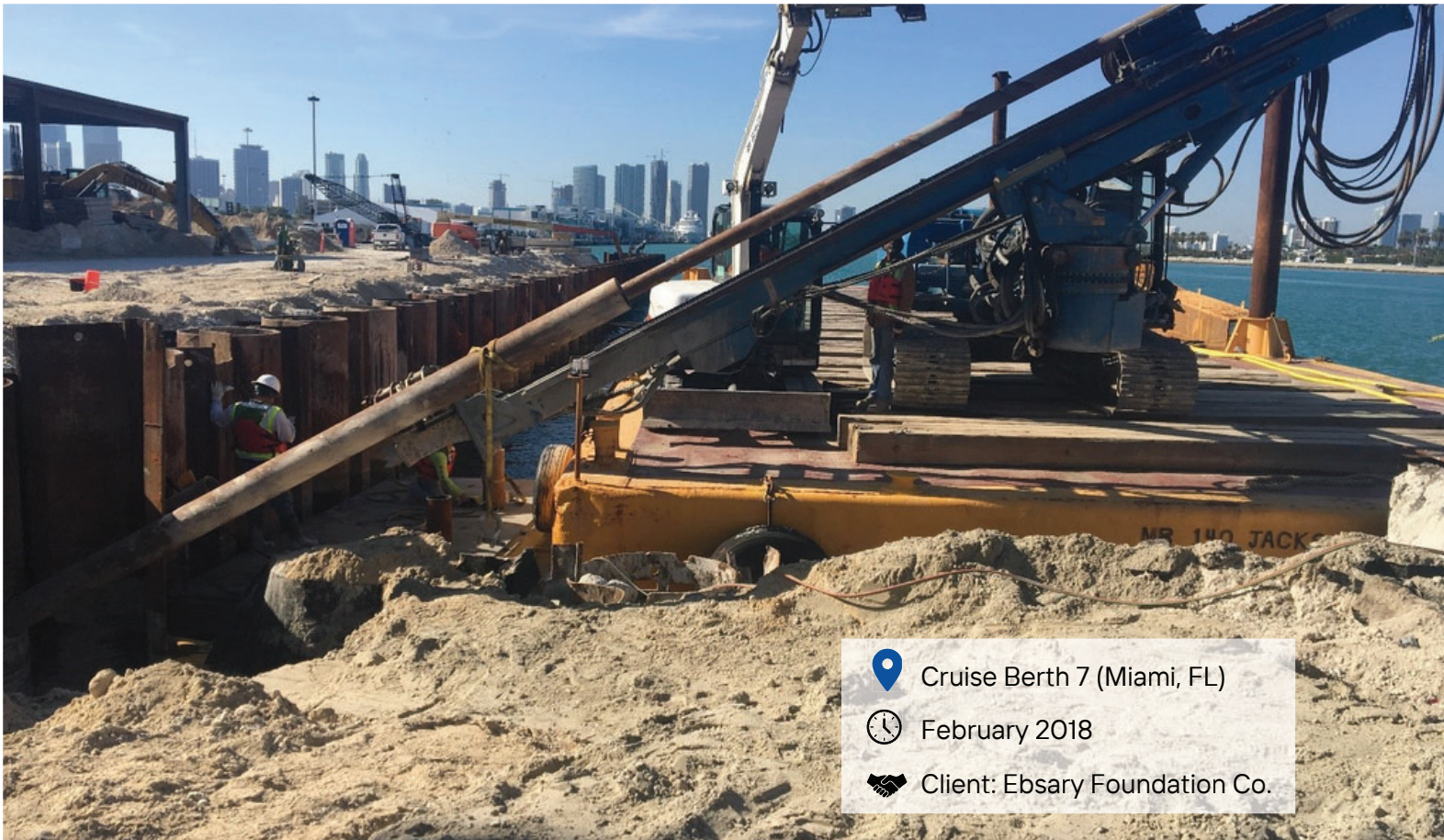
In accordance with the attached **GENERAL PROVISIONS OF THIS PROPOSAL**, we propose to furnish all labor, materials and equipment to complete the following:




Item No.	Description	Unit	Quantity	Price
1	Shop Drawings	EA	1	\$100,000
2	Schnabel Mobilization	EA	3	\$560,000
3	Crane & Barge Mobilization	EA	3	\$442,500
4	Tieback Test Program	LS	1	\$425,000
5	Berth 1 Tiebacks	EA	117	\$4,000,646
6	Berth 2 Tiebacks	EA	94	\$3,807,241
7	Berth 3 Tiebacks	EA	120	\$4,755,136
8	Berth 4 Tiebacks	EA	120	\$5,089,315
9	Berth 5 Tiebacks	EA	113	\$4,302,932
10	Berth 6 Tiebacks	EA	120	\$4,359,953
<b>TOTAL BASE BID</b>				<b>\$27,842,723</b>

### PRICING ASSUMPTIONS

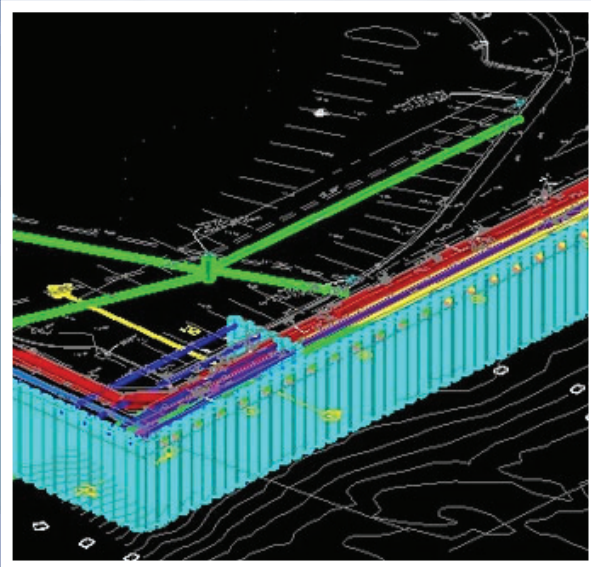
Following are additional assumptions/conditions on which this pricing is based:

1. Pricing assumes working eight (8) hours per day during regular working hours (7 AM to 5 PM) during a five (5) day work week at Berths 1 and 6 and a four day work week at Berths 2-5.
2. Pricing includes (1) mobilization for testing and (3) mobilizations for production installation and testing - one each starting in Sept. 2026, Sept. 2027 and Sept. 2028 for a duration of approximately 7 months each, during which time two total berths will be available per mobilization.
3. Based upon WSP "Existing Conditions" document, WSP "Geotechnical Design Parameter\_Port Miami Bulkhead Realignment" document, WSP "PortMiami\_North\_Bulkhead\_Realignment\_Closed\_Wharf\_WSP\_2026\_01\_30 (Inclined Anchors)" document, and other email correspondence with WSP about the project.
4. Tiebacks do not conflict with existing or proposed utilities, ground improvement, and foundations
5. Pricing includes 1% bond rate (Schnabel's typical bond rate, not 1.2% as noted in the RFP) and 3% escalation per year based on when work is projected to take place.



-  Cruise Berth 7 (Miami, FL)
-  February 2018
-  Client: Ebsary Foundation Co.

### 3D BIM During Pre-Construction



Gives us the opportunity to visualize our waterfront tiebacks projects at a higher level of detail at the pre-construction stage

Identifies clashes with new or known existing utilities early in the design phase in order to eliminate conflicts prior to mobilization

Can provide an as-built model showing locations of shoring elements at the end of the project

### Completed Project



Can be utilized by project stakeholders to better envision and plan for the constructability of the project

Saves schedule time during installation by preventing late redesigns and helps prevent dangerous and costly utility strikes

Available to GC after Schnabel demobilization or to Owner after GC demobilization for underground construction coordination

# Advantages of Partnering with Schnabel on the PortMiami North Bulkhead Project

PROVEN SYSTEMS TAILORED FOR COMPLEX COASTAL ENVIRONMENTS AND UNIQUE LOCAL EXPERTISE

## ADVANCED MARINE TIEBACK DRILLING FOR WATERFRONT CONSTRUCTION

### ➤ Single-Pass Efficiency

Single-pass tieback drilling up to 90+ feet without drill rod changes, significantly reducing installation time.

### ➤ Highly Versatile Drilling Angles

Suspended mast configuration allows for a wide range of drilling angles, accommodating complex tieback geometries.

### ➤ Improved Obstruction Management

Better ability to drill through obstructions due to quick trip time in and out of hole expediting drill bit changes.

### ➤ Reduced Risk

Suspended mast system substantially reduces the risk of drill casing shear caused by wave action, unlike fixed drill rigs positioned on barges



## LOCAL EXPERIENCE & PROJECT SYNERGY



Leveraging the nearby upcoming **One Island Park** job schedule provides a unique, cost-effective opportunity to conduct a preliminary tieback testing program.

### GENERAL PROVISIONS

The **SCOPE OF WORK** and Prices detailed in this proposal are based upon all of the **GENERAL PROVISIONS** listed below:

1. **Coordination**-You shall coordinate the project so that the work can proceed in an orderly, productive and continuous operation.

Additionally, we shall be provided free of charge: Excavation in approximately five (5) foot lifts, or less if the soil will not stand open; Rock excavation so as not to undermine or otherwise damage our work; A berm around the top of the excavation to prevent overtopping of the retention system by water or debris; Safe access for our personnel, equipment and concrete trucks moving under their own power to and from each work location; Access includes furnishing, placing, and maintaining dry, level, firm benches (as specified in the Proposal), and ramps with mats, gravel or other surface materials as required, throughout the project. Benches are to be slightly sloped away from any work area, in order to prevent ponding of water, and are to be wide enough for safe operation of our personnel and equipment, and as specified in the **SCOPE OF WORK**.

2. **Temporary Service**-The following will be provided to us free of charge: 110-volt, 40-amp electrical power, and water under normal city pressure, with all outlets and connections to be located within 200 feet of any work area; job toilets; dumpster; watchmen services (if required); space for a job trailer 10'x40' in size; space for fabrication and storage of material to be used in job; spot grades and elevations around the job; and see **SCOPE OF WORK** for any additional services and space required.

3. **Plans and Permission**-For any Schnabel design, a detailed plan will be furnished, signed by a licensed engineer, showing the original plan on which, this price is based. Changes will be made as you request, or as necessary to obtain approval of others, but if such changes result in changed costs, the price shall be adjusted accordingly. Permission to close portions of public space will be obtained by others, as will permission to do portions of this work, including tieback, soil nail, or underpinning installation, on adjacent private property. A copy of this permission will be provided in writing prior to beginning any work where permission is required.



I-275/SR 93 (Tampa, FL)

November 2023




Client: MasTec Civil

4. **Change Orders**-Change orders will be in writing and subject to advance approval by Schnabel as to design and price before performing changed work. No back charges will be issued, nor accepted unless 72 hours' notice in writing of a condition requiring correction is given with an additional and reasonable amount allowed for its correction.

5. **Utilities**-The following shall be performed "by others" prior to commencement of our work: power lines closer than legally permissible are to be removed, sheathed or de-energized; utilities along the shoring line are to be uncovered and located, then relocated, re-supported or removed, as required to prevent interference with our work. For utilities left in place, precise horizontal and vertical location obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, consistent with requirements of CI/ASCE 38-02. A precise horizontal and vertical location, size, as well as other utility attributes, must be shown on the plan documents provided for our use. Schnabel will not be responsible for any damage caused by our work to utilities or other improvements located incorrectly or inadequately, either in plan or elevation.

6. **Exclusions**-This price does not include any expense or work in connection with the following: work not specifically stated in our **SCOPE OF WORK**; excavation, (except for underpinning); concrete (except for soldier beams and underpinning); collection and removal of debris and spoil (including shotcrete rebound) from any work location and the site; dust control; street cleaning; removal of: overhead or underground manmade obstructions, old footings and footing projections, backfill, tamping, restoration, line and grade work, monitoring, demolition, pumping and site dewatering (including pumping rain water); treated wood; fences, stairways, barricades and handrails; traffic control and flagmen; street cleaning; protection and maintenance of slopes, benches, berms and shoring; fees, permits, deposits, and bonds; liquidated, consequential damages and incidental damages; liability other than for our negligence and for negligence of our subcontractors; material testing and inspections other than per our design; waterproofing or any conflicts between our work and any waterproofing system, removal of any of our work; and repair of our work damaged by others.



 Truist HQ (Atlanta, GA)  
 March 2023  
 Client: Brasfield & Gorrie

**7. Indemnity & Insurance**-We will indemnify you for the proportionate share damages caused by our negligence. We will maintain the following insurance: a) Worker's compensation-limits established by state law; b) Commercial General Liability in occurrence form-limits of \$2 million (bodily injury and property damage combined per occurrence), \$4 million (general aggregate), and \$2 million (completed operations aggregate) including XCU hazards; c) Auto Liability-limits of \$2 million each accident (single limit-bodily injury and property damage combined); d) Professional and Pollution Liability-limits of \$2 million; e) Umbrella Excess Liability-limits of \$5 million. Insurance certificates will be provided on our insurance carrier's standard form. Additional coverage and limits required by you, if available, will be provided at cost. OCIP or wrap-up deductibles are specifically excluded from this proposal.

**8. Payments**-Our price is based upon payments being made by you to us by the 10th of the following month for 90% (or more if stated in the specifications) of all work completed the preceding month, including materials delivered to the site or stored in Schnabel's yard, irrespective of whether you have been paid for such work. Final payment to us, including all retainages, will be made by you to us 30 days after substantial completion of our work stated above, irrespective of whether or not you have been paid for such work. If there are later phases, such as ramp removal or other similar items to be completed at a later date, they shall be treated as separate jobs with an agreed to value withheld, and no other retention will be withheld. Interest at the rate of 1 1/2% per month, or the applicable legal maximum rate if more, shall accrue on all amounts not paid by the times provided above, and shall be paid by you to us monthly. Additional work performed by Schnabel shall be included in monthly progress estimates and paid monthly, without retention being withheld. No charges of any kind are to be made against Schnabel's account unless they are agreed to and signed by Schnabel. If we are not paid within 30 days after the due dates as above provided, we may suspend work (without liability for damages resulting from such suspension) until we have been paid in full for all amounts which have not been timely paid, including amounts coming due during such suspensions, and the costs of demobilization and immobilization. In the event any amount due is not paid when due and we must commence legal proceedings to enforce payment, you shall be liable to us for all collection costs, including reasonable attorney fees.

**9. Acceptance**-This proposal may be accepted by your signature or written notice to us, that you wish us to perform the work covered hereby. Upon acceptance, a contract will exist incorporating the terms hereof. If you wish to use a different form of contract, then we would be pleased to negotiate a contract with terms consistent with this proposal and other mutually agreeable terms.



760 Ralph McGill (Atlanta, GA)

November 2020

Client: Brasfield & Gorrie

### AGREEMENT

This proposal is based on a normal five day work week at Berths 1 and 6 and a four day work week at Berths 2-5 of **eight to ten** hours per day and one (1) mobilization of (1) crew and drill. If additional mobilizations are required, the following price will apply.

**Permanent Tiebacks** **\$335,000**

Price includes up to one (1) hour of obstruction drilling per shift. If additional obstruction drilling is required, it will be billed at the following rate.

**Obstruction Drilling** **\$5,485/HR**

If Schnabel is allotted fewer than five (5) days of work per week or for any other type of jobsite shutdown or severe weather event, then please apply the following rate to each off shift.

**Permanent Tiebacks** **\$43,880/SH**

Proposal includes up to 100% grout overages for tieback holes at a 10" diameter. If additional grout is required, the unit price shown below will apply. Quantity of additional grout will be calculated by subtracting theoretical quantities (including the waste factor) from actual quantities installed as determined by summation of quantities reported by Schnabel foreman or cement delivery tickets.

**Grout (add):** **\$30/CF**

This offer to perform the stated work is based solely on this proposal and the attached **GENERAL PROVISIONS**, and no other document (s); and is valid for thirty (30) days from the above date, except for the following condition: Due to circumstances beyond our control in the steel, cement and fuel industries, we reserve the right to adjust our bid to reflect price increases if necessary. If there is any conflict with this proposal and any bid documents, this proposal shall govern.

**Respectfully Submitted,**

**ACCEPTED:**

SCHNABEL

Company \_\_\_\_\_

  
\_\_\_\_\_  
Ryan Whaley, P.E. | Senior Project Manager

Signature \_\_\_\_\_

Title \_\_\_\_\_



# RYAN M. WHALEY, PE

## Senior Project Manager, Pre-Construction

Experienced civil engineer with more than a decade of industry experience. Available to provide preconstruction, project management and design on this project.

### EDUCATION

- Auburn University  
MS Civil Engineering, 2018
- Auburn University  
MS Business Administration, 2013
- Auburn University  
BS Civil Engineering, 2010

### REGISTRATIONS

- Ryan is a registered PE in the states of AL, GA, and FL

### AFFILIATIONS

- PMI, USGBC

### Certifications

- PMP
- LEED AP BD+C
- OSHA 30

### CONTACT

✉ ryan.whaley@schnabel.com

☎ 470-460-9833

### PROFESSIONAL EXPERIENCE

- Ryan M. Whaley, PE, is a project manager, pre-construction at Schnabel Geostuctural Design & Construction. He specializes in the design and construction of excavation support systems and deep foundation elements. In his current position at Schnabel, he manages large projects and assists in the business development of the southeast market.

### RELEVANT WORK HISTORY

- **One Island Park Bulkhead Replacement | Miami Beach, FL**  
April 2026 (Expected Start)  
Installation of (72) high capacity permanent soil anchors for a bulkhead replacement project across the main channel from PortMiami
- **Eastern Shipbuilding Seawall | Panama City, FL**  
August 2025 – November 2025  
Installation of (145) permanent soil anchors from barges to support new seawall construction at U.S. Coast Guard shipbuilding facility
- **CSX Northbank Bulkhead Replacement | Jacksonville, FL**  
March 2025 – July 2025  
Installation of (68) permanent soil anchors from barges to support bulkhead replacement project along the St. Johns River
- **Omohundro WTP Improvements | Nashville, TN**  
November 2024 – Present  
Secant shafts, probe/curtain grouting, temporary earth retention and ground improvement to support tunneling and other expansion efforts at this \$640 million WTP expansion project
- **St. Jude Outpatient Clinic & Medical Office Buildings | Memphis, TN**  
September 2022 – April 2023  
50,000 sf of temporary tied-back soldier beam walls for two new buildings on the St. Jude campus.
- **Braves ATM | Atlanta, GA**  
November 2022 – May 2023  
Over 20,000 SF of permanent soil nail shoring to facilitate construction of the new Truist HQ outside of Truist Park



# TIM PATTERSON

## Project Foreman

Local to Florida and supervises the construction of permanent and temporary earth retention and underpinning systems, including marine tieback installation, tieback retaining walls, secant pile walls, cut-off walls, soil nail walls, jet grouting and micropiles.

### TRAINING

- OSHA 30HR
- Signal Person
- Rigging Training
- Underpinning Training
- Supervisor Essentials
- JHA Training
- SDS Training

### CERTIFICATIONS

- Welder Certification

### CONTACT

✉ tim.patterson@schnabel.com

☎ 407-864-1840

### RESPONSIBILITIES

- Tim's responsibilities include managing personnel, budgeting, scheduling, procuring supplies and equipment, supervising field safety, and serving as an OSHA competent person.

### RELEVANT WORK HISTORY

- **Eastern Shipbuilding Seawall | Panama City, FL**

August 2025 – November 2025

Installation of (145) permanent soil anchors from barges to support new seawall construction at U.S. Coast Guard shipbuilding facility.

- **CSX Northbank Bulkhead Replacement | Jacksonville, FL**

March 2025 – July 2025

Installation of (68) permanent soil anchors from barges to support bulkhead replacement project along the St. Johns River

- **I-275/SR93 | Tampa Bay, FL**

May 2023 - April 2024

Schnabel was contracted to provide earth retention services for 5,500 feet of newly reclaimed land. Schnabel installed over 1,100 pairs of sheet piles and 534 tiebacks, supported by extensive testing.

- **South Hillsborough Pipeline | Brandon, FL**

November 2025 - Present

Schnabel is installing a total of 20 reception and launch shafts for microtunneling operations, consisting of a combination of concrete secant shafts and internally braced sheet pile shafts.

# Thank you for your Consideration!

## Prepared by

Ryan Whaley P.E.  
1654 Lower Roswell Road  
Marietta, GA 30068



[www.schnabel.com](http://www.schnabel.com)



[ryan.whaley@schnabel.com](mailto:ryan.whaley@schnabel.com)



470.460.9833

We optimize efficiencies by leveraging decades of experience and design/build expertise, to innovate processes and approaches that are consistently proven to deliver optimal outcomes for our clients.

## **SPECIALTY SERVICES**

Excavation Support | Jet Grouting | Landslide Walls | Micropiles  
Permanent Retaining Walls | Secant Piles | Shotcrete | Soil Mixing  
Soil Nailing | Tiebacks | Underpinning



**\*\* COPY \*\***  
 BRANCH LOCATION  
**TRJAX**  
 904-902-9030  
 AFTER HR#:(386) 983-6917

**PLEASE REMIT TO:**  
**P.O. BOX 208439**  
**Dallas, TX 75320-8439**

CONTRACT TYPE: **SALES QUOTE**  
 INVOICE # **23660723-000**  
 PO # QUOTE  
 JOB # QUOTE  
 JOB NAME: NW 117TH AVE  
 ORDERED BY: JOSHUA VOLK  
 DATE/TIME OUT: 2/19/26 4:31 PM  
 DATE/TIME IN: 3/21/26 AM

**CUSTOMER #** 9990252 **PHONE#**  
 99-TRENCH JAX (CASH SALES)  
 X  
 X, XX XXXXX

CONTACT: JOSHUA 202-725-6418 TERRITORY: PROCESSED BY: NICKW  
 DRIVER LICENSE: LICENSE PLATE: RETURN LOC:  
 JOB ADDRESS: 9675 NW 117TH AVE SUITE 108 MIAMI FL 33178  
 DEL. INSTRUCTIONS:

**RENTAL RATES ARE FOR EACH ITEM AND DO NOT INCLUDE FUEL OR DELIVERY**

PAGE: 1

ITEM QTY	EQUIPMENT DESCRIPTION EQUIP. #	DAY	RATES WEEK	4 WEEK	EXTENDED PRICE
----------	-----------------------------------	-----	---------------	--------	-------------------

40	CUSTOMER PARTS SALE CUSTOMER PARTS SALE 8'x 16' Road Plate 1" Thick	EA	5312.500		212500.00
*By initialing below, the customer acknowledges the receipt of the Tab Data for equipment listed on contract. INIT _____					

SUB TOTAL: 212500.00

\* GOOD FOR 30 DAYS \*  
 \* ESTIMATE PURPOSES ONLY \*

TAX: 15750.00  
 TOTAL AMOUNT DUE: 228250.00

**RENT CONTINUES UNTIL YOU CALL 904-902-9030 TO HAVE EQUIPMENT PICKED UP.**

CUSTOMER SIGNATURE	PRINT CUSTOMER'S FULL NAME	DELIVERED BY	DATE
--------------------	----------------------------	--------------	------

PAYMENT TERMS: NET 30 UPON ISSUANCE OF INVOICE (INVOICE DATE). SERVICE CHARGES AT THE LESSER RATE OF 1.5% PER MONTH OR THE MAXIMUM RATE PERMITTED BY LAW ON PAST DUE ACCOUNTS.  
 • SUNSTATE EQUIPMENT WILL IMPOSE A SURCHARGE OF 2.0% FOR CREDIT CARD PAYMENTS, WHERE PERMITTED BY LAW. THIS FEE DOES NOT EXCEED THOSE INCURRED BY SUNSTATE EQUIPMENT.  
 • A SERVICE/CLEANING CHARGE MAY RESULT DUE TO EQUIPMENT BEING RETURNED DAMAGED OR IN NEED OF EXCESSIVE CLEANING.  
 • THE ENVIRONMENTAL FEE IS NOT REGULATED NOR COLLECTED BY OR FOR ANY GOVERNMENTAL AGENCY.  
 • UNLAWFUL FAILURE TO RETURN RENTED PROPERTY MAY BE A FELONY. FINES, CRIMINAL PROSECUTION, AND/OR IMPRISONMENT COULD RESULT.  
 • CUSTOMER AGREES TO RECEIVE ELECTRONIC COMMUNICATIONS FROM SUNSTATE, INCLUDING PHONE CALLS, EMAILS, AND TEXT MESSAGES. TO READ MORE ABOUT THE TERMS OF USE REGARDING THESE COMMUNICATIONS, PLEASE VISIT: WWW.SUNSTATEEQUIP.COM/LEGAL/TERMS-OF-USE.  
 • PRIOR TO ACCEPTING THE EQUIPMENT, CUSTOMER IS ADVISED TO REVIEW THE TERMS AND CONDITIONS ("TERMS AND CONDITIONS") ON THE RENTAL CONTRACT LOCATED AT WWW.SUNSTATEEQUIP.COM/LEGAL/TERMS-OF-RENTAL. BY ACCEPTING THE EQUIPMENT, THE CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS IN THEIR ENTIRETY. BY SIGNING ABOVE, 1) CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER HAS BEEN ADVISED TO REVIEW THE TERMS AND CONDITIONS. 2) CUSTOMER ACKNOWLEDGES AND AGREES THAT PRIOR TO ACCEPTING EQUIPMENT, CUSTOMER HAS REVIEWED, UNDERSTANDS, AND ACCEPTS THE TERMS AND CONDITIONS. 3) CUSTOMER IS OF LEGAL AGE AND HAS THE AUTHORITY AND POWER TO SIGN THIS AGREEMENT FOR/AS THE CUSTOMER. A PHYSICAL COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

**ALPHA WRECKING**  
**DEMOLITION CONTRACTORS**

1360 Hammondville Rd, Suite C  
Pompano Beach, FL 33069  
PHONE: 954-587-3700

"WE BREAK IT BETTER"

3-11-2026 **REVISED 3**

DEMOLITION PROPOSAL

Job#: 25-6033

Port Of Miami PBB's Jetway Demolition

OHLA Building, Inc.

Attn: Neil Treni

Phone: 305-215-7291

Email: [neil.treni@ohla-usa.com](mailto:neil.treni@ohla-usa.com)

We Will Perform all the Following for the Lump Sum Amount of: See Below

We Will Perform the Following: Dismantle/Demolish & Remove into Dumpsters or Tractor Trailers Provided by ALPHA Demo as specifically described below:

- |  |              |
|--|--------------|
| • Area 1 - Between Terminal F & G (2) PBB's Jetway Structure | \$158,675.00 |
| • Area 2 - Between Terminal D & E (1) PBB's Jetway Structure | \$65,070.00  |
| • Area 3 - Shed B (2) PBB's Jetway Structure                 | \$95,843.55  |
| • ADD/ALT Bond   | \$ 3%        |

Demolition Methodology: Work will consist of **Selectively Decommission/Dismantling (5) Separate PBB's Jetways Structures** listed above starting with Decommissioning the Jetways per making sure all MEPs are disconnected prior to start of work following removal of all fluids, bulbs/ballets, wiring etc. from Jetway with this use of manlifts, skids steers, telehandler, and associated rigging equipment under the direction of ALPHA Superintendent. Post Decommissioning Alpha will start the Dismantling process using manlift, crane, demolition excavator, skid steer, telehandler, and associated rigging equipment to carefully remove the Jetways from each area **without dropping any of the jetway into the adjacent WATER WAY or damaging adjacent building surfaces, or disturbing/interfering with "PORT OF MIAMI CRUISE LINE OPERATIONS.** Post dismantling Alpha will jackhammer Jetway concrete foundations to 12" below grade, cut all rebar, fill and compact holes with 8" lime rock/crush concrete then add/compact in 4" asphalt cold patch along with torch all structural steel clips/angle flush to building and leave work clean for all demolition debris and area broom swept.

Project Specific Notes: This Work specified in this Proposal is to be performed in (3) mobilizations, "ONLY 3 WORKING DAYS A WEEK", badging is included for all employees, temp water to be provided by others, we assume all space necessary to perform demolition activities and all equipment can drive to and from each Jetway structure to be "Selectively Decommission/Dismantling"

DEMOLITION PERMIT, SUB-CONTRACTOR PERMITS & UTILITY DISCONNECTS: **ALL Demo related Permits (including all Permit fees, Permit expeditor fees) as well as ALL UTILITY DISCONNECTS/CAPPING or arrangements/fees related to same will be done by OTHERS-not Alpha.**

DEMO GENERAL CONDITIONS/CLARIFICATIONS

- **ALL SALVAGE RIGHTS FOR THE SCRAP METALS AT THIS PROJECT GO TO ALPHA WITHOUT EXCEPTION**
- **GC/OTHERS TO PROVIDE:** FENCING, SIGNAGE & ANY BARRICADES AS MAY REQUIRED

EXCLUSIONS:

- ALL MOT RELATED REQUIREMENTS (OVERHEAD STREET PEDESTRIAN PROTECTION, SIDEWALK CLOSURE, PARKING SPACE RENTAL, LANE CLOSURE(S) & ANY PLANS OR PERMITS FOR SAME
- CONSTRUCTION FENCING/GATES
- SALVAGE OF ANY ITEMS FOR OWNER OR GC
- ASPHALT PAVEMENT REMOVAL
- SHORING/BRACING
- TURBIDITY BARRIERS
- REMOVAL OF HYDRAULIC OIL
- **NO ASBESTOS/FREON / MERCURY OR LEAD PAINT REMOVAL OR ANY HAZARDOUS MATERIAL HANDLING, REMOVAL OR DISPOSAL**

**THIS PROPOSAL IS GOOD UNIT AUGUST OF 2026. PRICING BASED ON CURRENT DISPOSAL FEES AND LOCATIONS AND NOT SUBJECT TO FRANCHISE FEES.**

**Payment Terms:** Monthly progress payment pay-applications to be submitted on the 25<sup>th</sup> of each month for work projected to the end of that month & due by the 10<sup>th</sup> of the following month with retention to be reduced to 5% at 50% completion & 100% Paid in Full within 60 days of final demo completion.

We thank you for the opportunity to bid this work for you.

Sincerely,

Chris Willford-President

**ALPHA WRECKING**

MOBILE Phone: 954-203-9304

E-mail: [chrisw@alphawrecking.com](mailto:chrisw@alphawrecking.com)



## Proposal

March 12, 2026

Client: **OHLA USA, Inc.**  
Address: 9675 NW 117<sup>th</sup> Ave. Suite 108  
Miami FL 33178

Attention: Fabio Silvestri - [fabio.silvestri@ohla-usa.com](mailto:fabio.silvestri@ohla-usa.com)  
786-284-2268

Quote No.: OHLA#03.12.2026  
Ref.: Berth 1 thru 6 POM Seawall Repair  
Location: Port Of Miami

**Scope of Work:** Sea Divers Corp will provide a crew and equipment. Based on Berth 1 thru 6 SSP Repair list provided by OHLA.

For your review is our **Lump Sum Proposal** based on the information provided.

We appreciate the opportunity to respond to your request and are confident in our ability to serve you in a professional and safe manner. If I may be of further assistance or offer further clarification on the details of this specific proposal, please refer to my contact information listed below. Again, thank you for the opportunity to bid on this project and we look forward to serving you as our customer.

Sincerely,

Jorge Gonzalez  
**Sea Divers Corp.**  
11401 SW 40 St. Suite 325  
Miami, Florida 33165  
Phone: 786.367.8904  
Fax: 305.554.8111  
Email: [seadivers@seadiverscorp.com](mailto:seadivers@seadiverscorp.com)



**PRICING SHEET based on Prevailing Wages**

- 4 Man Dive Crew
- Mobilization
- Demobilization
- Shallow Air Diving Pkg.
- Underwater Welding & Burning Pkg.
- Underwater water blaster Pkg.
- Rigging Pkg.
- Safety Gear
- Tools
- Final Report ( Videos & Pictures)

**Additional Material :**

- Steel plates
- Hydraulic Cement
- Underwater Epoxy
- Underwater welding Rods
- Underwater burning rods

**Total Price :** ..... **\$ 283,750.00**

*(Two Hundred and Eighty-Three Thousand Seven Hundred Fifty Dollars and 00/00)*

**PAYMENT BREAKDOWN:**

1. 30% Prior to start.....\$ 85,125.00
2. 70% after all repairs completed.....\$ 198,625.00



## CLARIFICATIONS

1. CONTRACTOR proposal is contingent upon availability of personnel and equipment and upon reaching a mutually agreeable contract. CONTRACTOR does not anticipate any delays.
2. CONTRACTOR proposal will remain valid for a period of (30) thirty days.
3. Any and all additional items and services provided at COMPANY request for work beyond the scope of CONTRACTOR proposal will be charged at cost plus 15%.
4. CONTRACTOR proposal is based upon award of all the “work” tendered for in this proposal. Work deleted or added to the scope of work in the RFQ may require a commercial adjustment to this proposal.
5. All diving will be conducted in accordance with U.S. Coast Guard, OSHA and Association of Diving Contractors International guidelines and regulations.
6. CONTRACTOR’S proposal is not inclusive of weather downtime.
7. CONTRACTOR superintendent/supervisor will make the final decision regarding safe working conditions.
8. CONTRACTOR quoted rates for personnel and equipment will be effective from the date of departure to the date of return. Any part of the day will be billed as a full day.
9. All invoices payable **NET 30**; Interest at a **4% rate** allowable by law will be charged out of invoice total amount every 30 days past due accounts.
10. CONTRACTOR day rate considers depth-penetration premium as an additional charge. Depth-penetration premium is charged for the deepest-penetration exposure per diver, per calendar day, and for each dive when repetitive diving occurs. The non-diving supervisor will be paid in accordance with the deepest-penetration dive of the day.
11. CONTRACTOR proposal is based upon successful negotiation and execution of mutually agreeable contract terms and conditions between the CONTRACTOR and the COMPANY.



## ACCEPTANCE FORM

To facilitate diver and equipment mobilization and acceptance of this quotation which includes qualifications, working and invoicing guidelines as denoted in quote number OHLA#03.12.2026 Lump Sum please sign the following and include starting time with location of required mobilization/demobilization facility.

When completed, please fax form to **305.554.8111** or email to [seadivers@seadiverscorp.com](mailto:seadivers@seadiverscorp.com)

Customer: OHLA USA, Inc.

Customer Contact: Fabio Silvestri Phone Number: 786.367.9896

Start Day: TBD Time of Day: TBD

Name of Dock: N/A City of Location: Miami, Florida

Project Number: \_\_\_\_\_

Personnel & Equipment as listed in quote: OHLA#03.12.2026

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Sea Divers Corp.

11401 SW 40 Street Suite 325

Miami, FL 33165

Phone: 786.367.8904 Fax: 305.554.8111

Email: [seadivers@seadiverscorp.com](mailto:seadivers@seadiverscorp.com)

Web: [www.seadiverscorp.com](http://www.seadiverscorp.com)

# Ohla Miami

## 1 year 40M + financials

<b>Products</b>	<b>Price Per Million</b>	<b>Price</b>
Project Execution	USD 1,030.98	USD 41,239.38
Cost Management	USD 536.42	USD 21,456.65
Cost Management Implementation - ENT		USD 10,250.00
Project Execution Enhanced Implementation - ENT		USD 16,250.00
<b>Subtotal</b>	<b>USD 2,229.90</b>	<b>USD 89,196.03</b>
	Recurring Fees	USD 62,696.03
	One Time Fees	USD 26,500.00
	<b>Total</b>	<b>USD 89,196.03</b>

## Procore Products

Transform your business and unleash productivity with tools built for construction professionals by construction professionals.

### CORE TOOLS INCLUDED WITH ALL TIERS

Unlimited Data	Directory	Conversations
Unlimited Users	360 Reports + Dashboards	Documents
Unlimited 24/7 Support	App Marketplace	Tasks, Workflows, and More



## PROJECT EXECUTION

Keep projects on track by unifying teams and workflows on a single platform. With improved visibility and collaboration, you can work more efficiently and drive better outcomes across every construction phase. With Project Execution, you can:

- Help reduce delays, rework, and project risk to improve profitability
- Strengthen collaboration and streamline team communication
- Accelerate time-to-value with expert onboarding and support
- Scale confidently with flexible tiers that grow with your business

### ADDITIONAL TOOLS

Project Execution <i>Essentials</i>	Project Execution	Project Execution <i>Enterprise</i>
<p><b>Core Tools Plus:</b></p> <ul style="list-style-type: none"> <li>Drawings</li> <li>Specifications</li> <li>Submittals</li> <li>RFIs</li> <li>Photos &amp; Videos</li> <li>Safety Observations</li> <li>Quality Observations</li> <li>Daily Log</li> <li>Emails</li> <li>Forms</li> <li>Equipment Register</li> <li>T&amp;M Tickets**</li> <li>Timecard</li> <li>Instructions</li> </ul>	<p><b>Everything in Essentials Plus:</b></p> <ul style="list-style-type: none"> <li>Scheduling</li> <li>Correspondence</li> <li>Transmittals</li> <li>Action Plans</li> <li>Meetings</li> <li>Punch List</li> <li>Safety Inspections</li> <li>Quality Inspections</li> <li>Safety Incidents</li> <li>Bid Management</li> <li>Maps</li> </ul>	<p><b>Everything in Project Execution Plus:</b></p> <ul style="list-style-type: none"> <li>BIM Model Viewer</li> <li>Coordination Issues</li> <li>Cloud Connector*</li> <li>Insights for Project Execution</li> <li>Analytics for Project Execution</li> <li>Training Center</li> </ul>

Access to Power BI not included with Procore Analytics. Separate purchase required.

\* ERP Connectors not included

\*\* Only with Self Perform/ SC Version



# COST MANAGEMENT

Help control project costs and improve financial performance with features built for visibility and precision. Make smarter decisions, reduce overruns, and drive more value across every project. With Cost Management you can:

- Track and manage costs to reduce overruns and improve forecasting
- Make informed decisions with real-time financial insights
- Accelerate adoption with expert services and support
- Scale cost controls with flexible tiers that grow with your business

## ADDITIONAL TOOLS

Cost Management	Cost Management <i>Enterprise</i>
<p><b>Core Tools Plus:</b></p> <ul style="list-style-type: none"> <li>Prime Contracts / Funding</li> <li>Commitments</li> <li>Budget &amp; Forecasting</li> <li>Change Events</li> <li>Change Orders</li> <li>Invoice Management</li> <li>Direct Costs</li> <li>Instructions</li> </ul>	<p><b>Everything in Cost Management Plus:</b></p> <ul style="list-style-type: none"> <li>Drawings</li> <li>Takeoff &amp; Estimating</li> <li>Cloud Connector*</li> <li>Insights for Cost Management</li> <li>Analytics for Cost Management</li> </ul>

Access to Power BI not included with Procore Analytics. Separate purchase required.

\* ERP Connectors not included



# RESOURCE MANAGEMENT

ENTERPRISE

Take control of your crews, equipment, and costs—across every project and site. Procore’s Resource Management provides builders with the visibility they need to reduce risk, maximize utilization, and make confident, data-driven decisions.

- Plan and forecast resource availability of labor and equipment
- Track timesheets and equipment usage from the project site
- Gain visibility of on-site resources through automated sensors and QR codes
- Centrally plan, track, and forecast your workforce and owned and rented equipment all together, in one place
- Track equipment in real-time to help minimize waste and maximize efficiency

## ADDITIONAL TOOLS

<p><b>Core Tools Plus:</b></p> <ul style="list-style-type: none"> <li>Resource Allocation</li> <li>Forecasting</li> <li>Rostering</li> <li>Timesheets</li> <li>Equipment Register</li> <li>Equipment Telematics</li> </ul>	<ul style="list-style-type: none"> <li>T&amp;M Tickets</li> <li>Productivity</li> <li>Cloud Connector*</li> <li>Insights for Resource Management</li> <li>Analytics for Resource Management</li> </ul>
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Access to Power BI not included with Procore Analytics. Separate purchase required.

\* ERP Connectors not included



PROCORE.COM

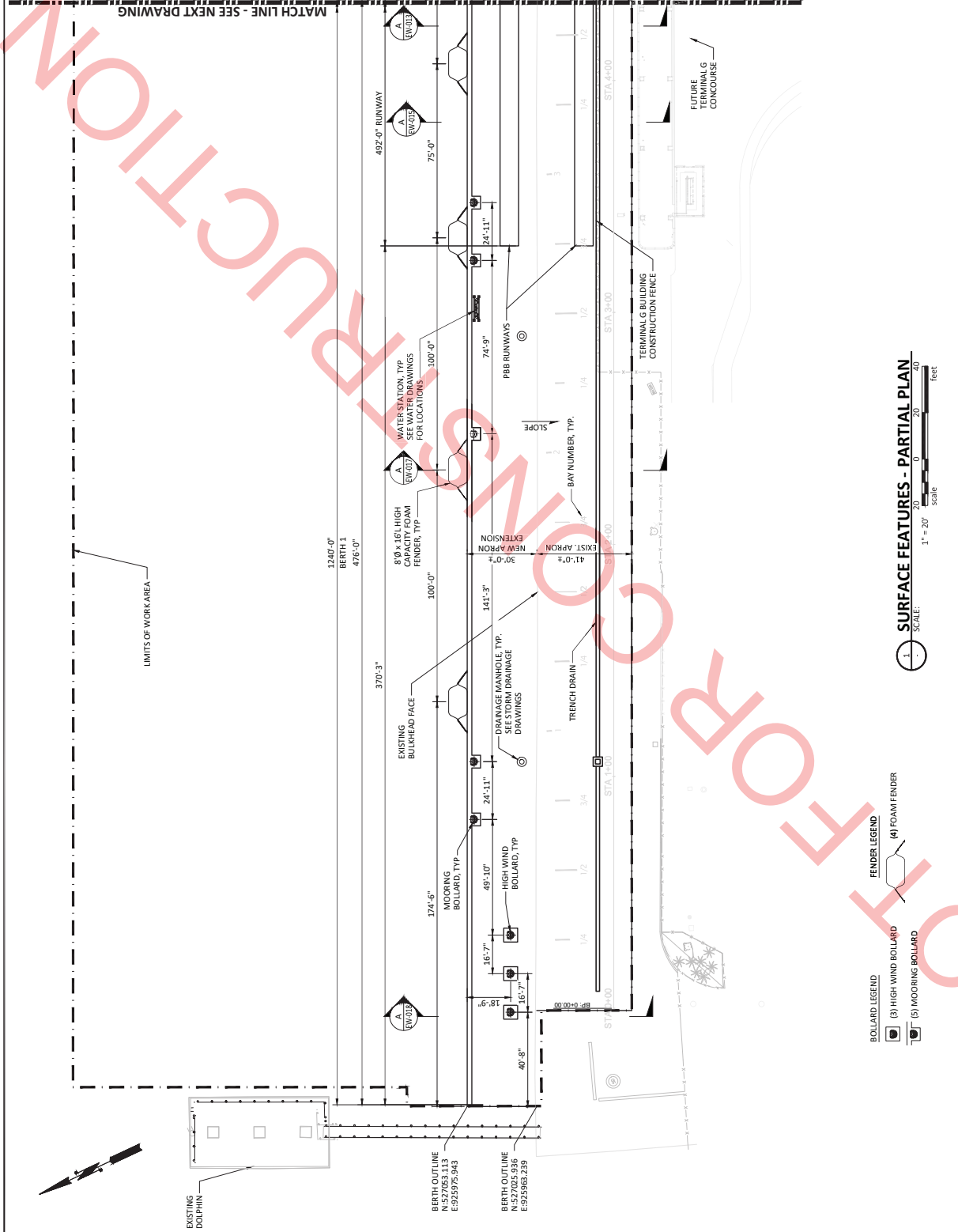
866-477-6267

MDC075

**ATTACHMENT II – DRAWINGS**

Cover Page

# MDC077



1 SURFACE FEATURES - PARTIAL PLAN  
SCALE: 1" = 20' feet

- BOLLARD LEGEND**
- (B) HIGH WIND BOLLARD
  - (B1) MOORING BOLLARD
- FENDER LEGEND**
- (A) FOAM FENDER
  - (A) HIGH WIND FENDER

KEY PLAN

45% DESIGN - NFC

DRAWING NO: **EW-004**

PROJ NO: 1047397.4347  
FILE NAME: 38\_EW-004.DWG  
DATE: 3/16/26  
SCALE: AS SHOWN

**APPROVALS**

DIVISION CHIEF	HIEGA SOMMER, P.E.
SECTION HEAD	HIEGA SOMMER, P.E.
PROJECT MGR.	YOSHAEL MILAN, P.E.
DESIGNED/ARR.	CHUCKED, CDR
DRAWN	JDER ENL/CECC, JIS

**REVISIONS**

NO.	DESCRIPTION	DATE

**DRAWING HISTORY**

RELEASED FOR	DATE	BY

**WARNINGS:**  
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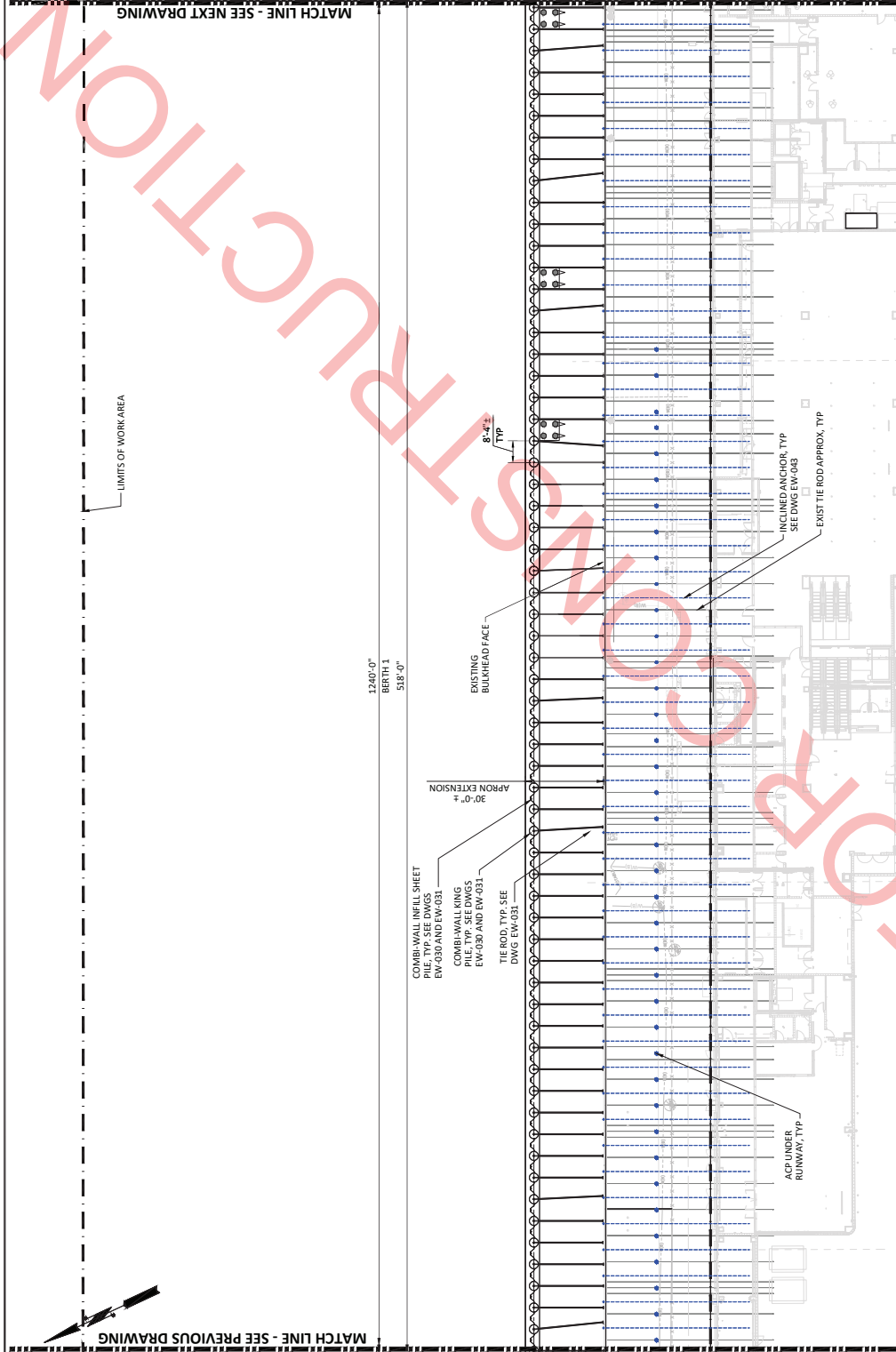
PORTMIAMI  
REALIGNMENT OF NORTH BULKHEAD CRUISE BERTHS 1-6  
INTERIM AGREEMENT  
PARTIAL PLAN - SURFACE FEATURES - SHEET 1  
2020-007



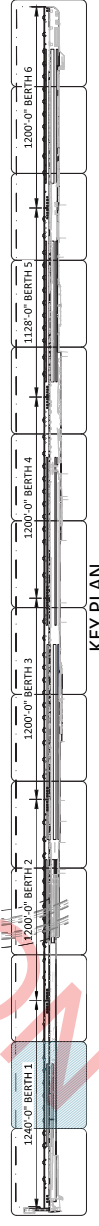








1 PARTIAL PLAN - INCLINED ANCHOR OPTION LAYOUT  
 SCALE: 1" = 20' feet



KEY PLAN

45% DESIGN - NFC  
 DRAWING NO: EW-011

PORTMIAMI  
 REALIGNMENT OF NORTH BULKHEAD CRUISE BERTHS 1-6  
 INTERIM AGREEMENT  
 PARTIAL PLAN - INCLINED ANCHOR LAYOUT - SHEET 2  
 2020-007

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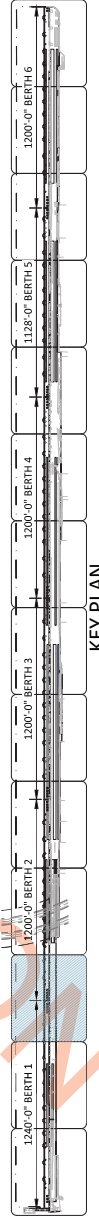
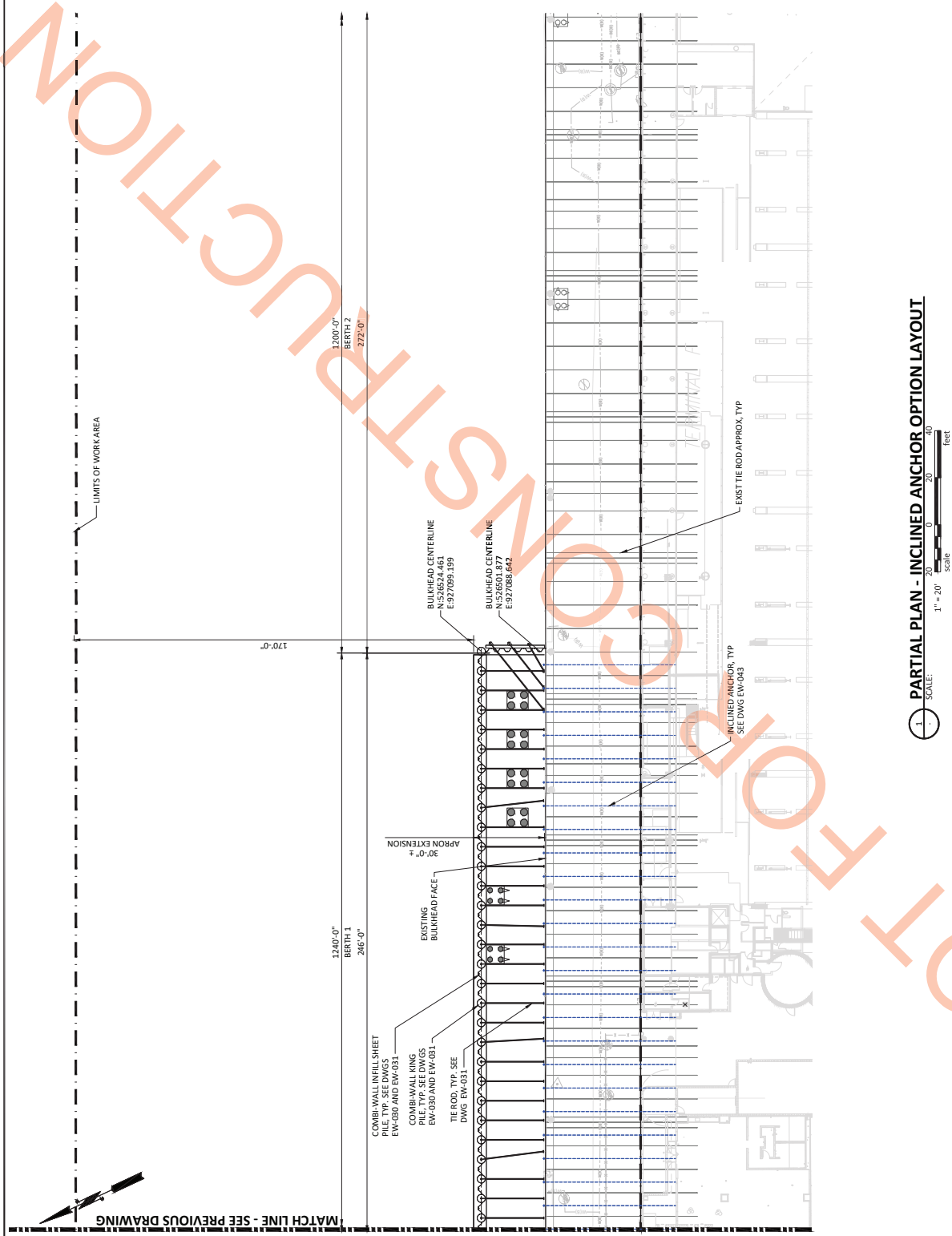
DRAWING HISTORY	
RELEASED FOR	DATE

REVISIONS	
NO.	DESCRIPTION

APPROVALS	
DIVISION CHIEF	HIGGA SWANER, P.E.
SECTION HEAD	HIGGA SWANER, P.E.
PROJECT MGR.	YOSHIAKI MIYAN, P.E.
DESIGNED BY	ADRIAN CHAIKIN, CDR
CHECKED BY	ADRIAN CHAIKIN, CDR
DRAWN BY	JONATHAN CHAIKIN, CDR

PROJ. NO.: 1047387.4347  
 FILE NAME: 08\_EW-011.DWG  
 DATE: 3/16/26  
 SCALE: AS SHOWN





1 PARTIAL PLAN - INCLINED ANCHOR OPTION LAYOUT  
SCALE: 1" = 20' feet

KEY PLAN

45% DESIGN - NFC

DRAWING NO: EW-012

PROJ. NO.: 10473817.4347  
FILE NAME: 38\_EW-012.DWG  
DATE: 3/16/26 SCALE: AS SHOWN

APPROVALS	
DIVISION CHIEF: HILGA SOMMER, P.E.	
SECTION HEAD: HILGA SOMMER, P.E.	
PROJECT MGR.: YOSHAEL MILAN, P.E.	
DESIGNED BY: ERIC CHAIKIN, CDR	
DRAWN: JDER ENL/CECC/JIS	

REVISIONS	
NO.	DESCRIPTION

DRAWING HISTORY		
RELEASED FOR	DATE	BY

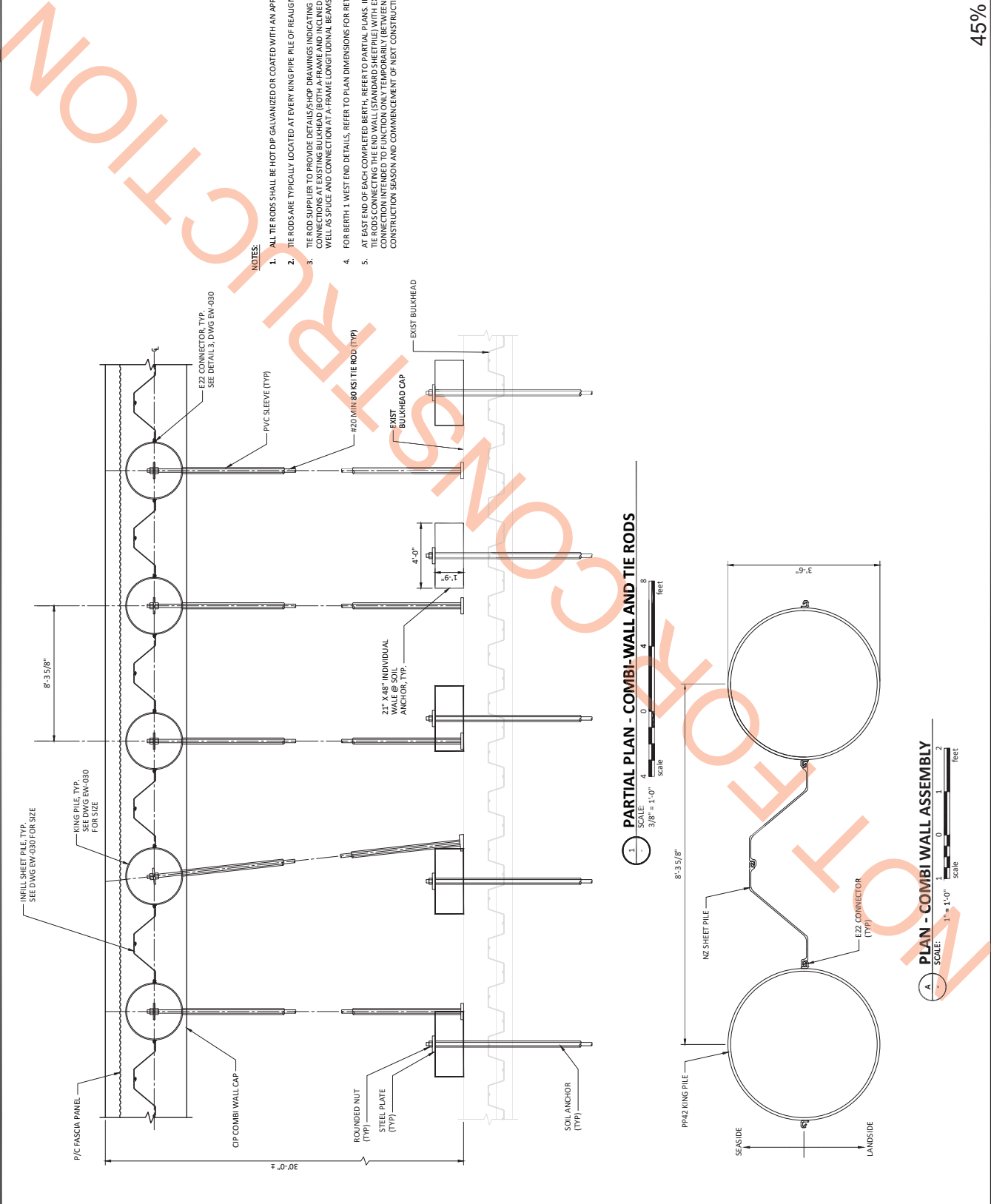
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PORTMIAMI  
REALIGNMENT OF NORTH BULKHEAD CRUISE BERTHS 1-6  
INTERIM AGREEMENT  
PARTIAL PLAN - INCLINED ANCHOR LAYOUT - SHEET 3  
2020-007









- NOTES:**
1. ALL TIE RODS SHALL BE HOT DIP GALVANIZED OR COATED WITH AN APPROVED COATING.
  2. TIE RODS ARE TYPICALLY LOCATED AT EVERY KING PIPE PILE OF REALIGNED BERTH BULKHEAD.
  3. TIE ROD SUPPLIER TO PROVIDE DETAILS/SHOP DRAWINGS INDICATING LOCATIONS OF SPLICES AND CONNECTIONS TO EXISTING TIE RODS AND ANCHORS (OPTIONS) AS WELL AS SPLICE AND CONNECTION AT FRAME LONGITUDINAL BEAMS.
  4. FOR BERTH 1, WEST END DETAILS, REFER TO PLAN DIMENSIONS FOR RETURN WALL TIE RODS.
  5. AT EAST END OF EACH COMPLETED BERTH, REFER TO PARTIAL PLANS. INTENT WILL BE TO INSTALL TIE RODS CONNECTING THE END WALL (STANDARD SHEET PILE) WITH EXISTING WALL WITH CONNECTION INTENDED TO FUNCTION ONLY TEMPORARILY (BETWEEN END OF ONE CONSTRUCTION SEASON AND COMMENCEMENT OF NEXT CONSTRUCTION SEASON).

**WARNINGS:**  
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**DRAWING HISTORY**

RELEASED FOR	DATE	BY

**REVISIONS**

NO.	DESCRIPTION	DATE

**APPROVALS**

DESIGNER	J. DIER	ENR. CIVIL
CHECKED		
PROJECT MGR.	YOSHIAKI MILANI	P.E.
SECTION HEAD	WELGA SOMMER	P.E.

PROJ. NO.: 1047387.4547  
 FILE NAME: 30\_EW-031.DWG  
 DATE: 3/2/26  
 SCALE: AS SHOWN

DRAWING NO: **EW-031**



PORTMIAMI  
 REALIGNMENT OF NORTH BULKHEAD CRUISE BERTHS 1-6  
 INTERIM AGREEMENT  
 BULKHEAD DETAIL - INCLINED ANCHORS  
 2020-007

45% DESIGN - NFC

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**DRAWING HISTORY**

RELEASED FOR	DATE	BY

**REVISIONS**

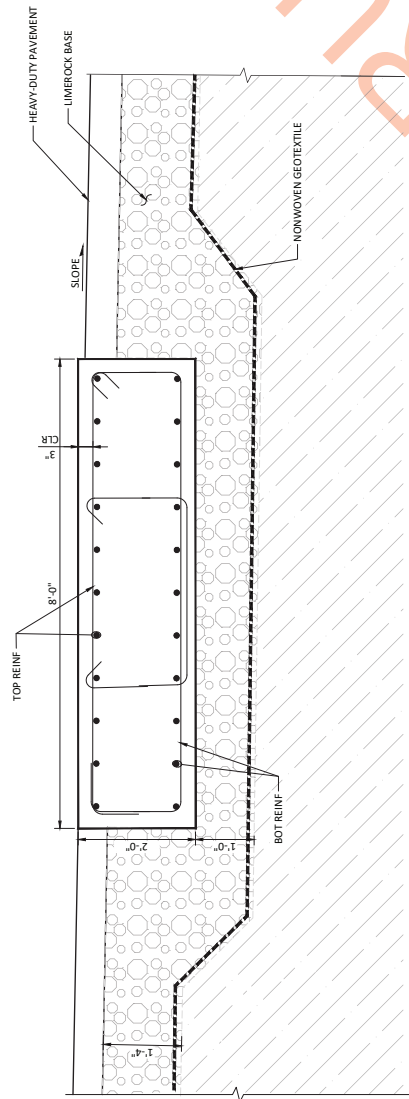
NO.	DESCRIPTION	DATE

**APPROVALS**

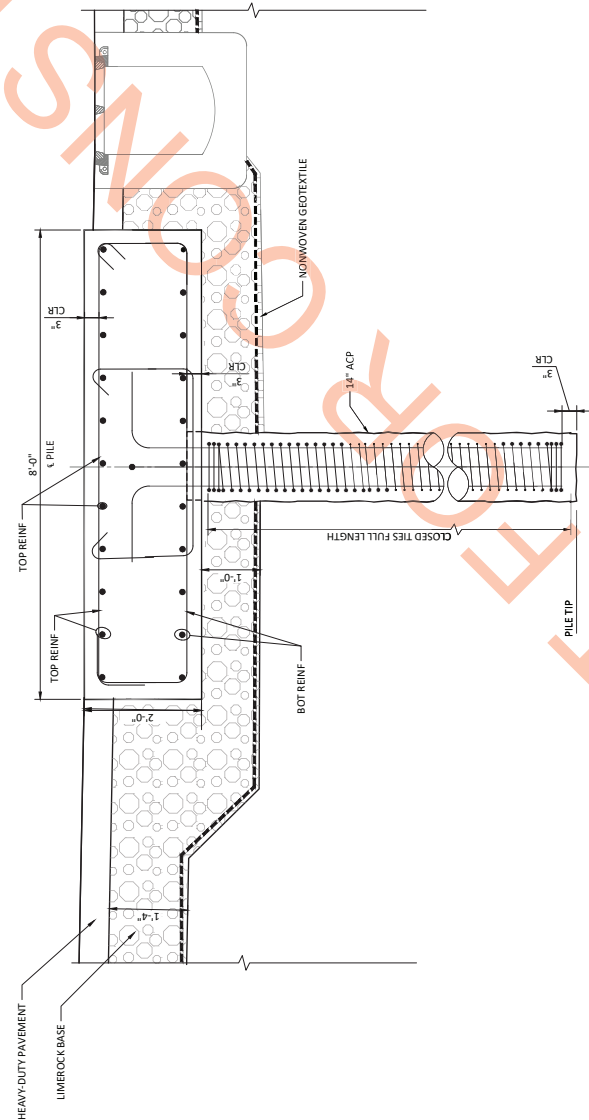
DIVISION CHIEF (REGAS SWANER, P.E.)	
SECTION HEAD (REGAS SWANER, P.E.)	
PROJECT MGR. (YOSHAEL MILAN, P.E.)	
DESIGNED BY (REGAS SWANER, P.E.)	
CHECKED (ACB)	
DRAWN (JDEER)	
IN CHARGE (JDEER)	

PROJ. NO.: 0047387.4347  
FILE NAME: 38\_EW-041.DWG  
DATE: 3/2/26  
SCALE: AS SHOWN

DRAWING NO: **EW-041**



**1. DETAIL - PBB WATERSIDE RUNWAY & LANDSIDE RUNWAY FOR A-FRAME OPTION**  
SCALE: 1" = 1'-0"  
feet



**2. DETAIL - PBB LANDSIDE RUNWAY FOR INCLINED ANCHORS ONLY**  
SCALE: 1" = 1'-0"  
feet

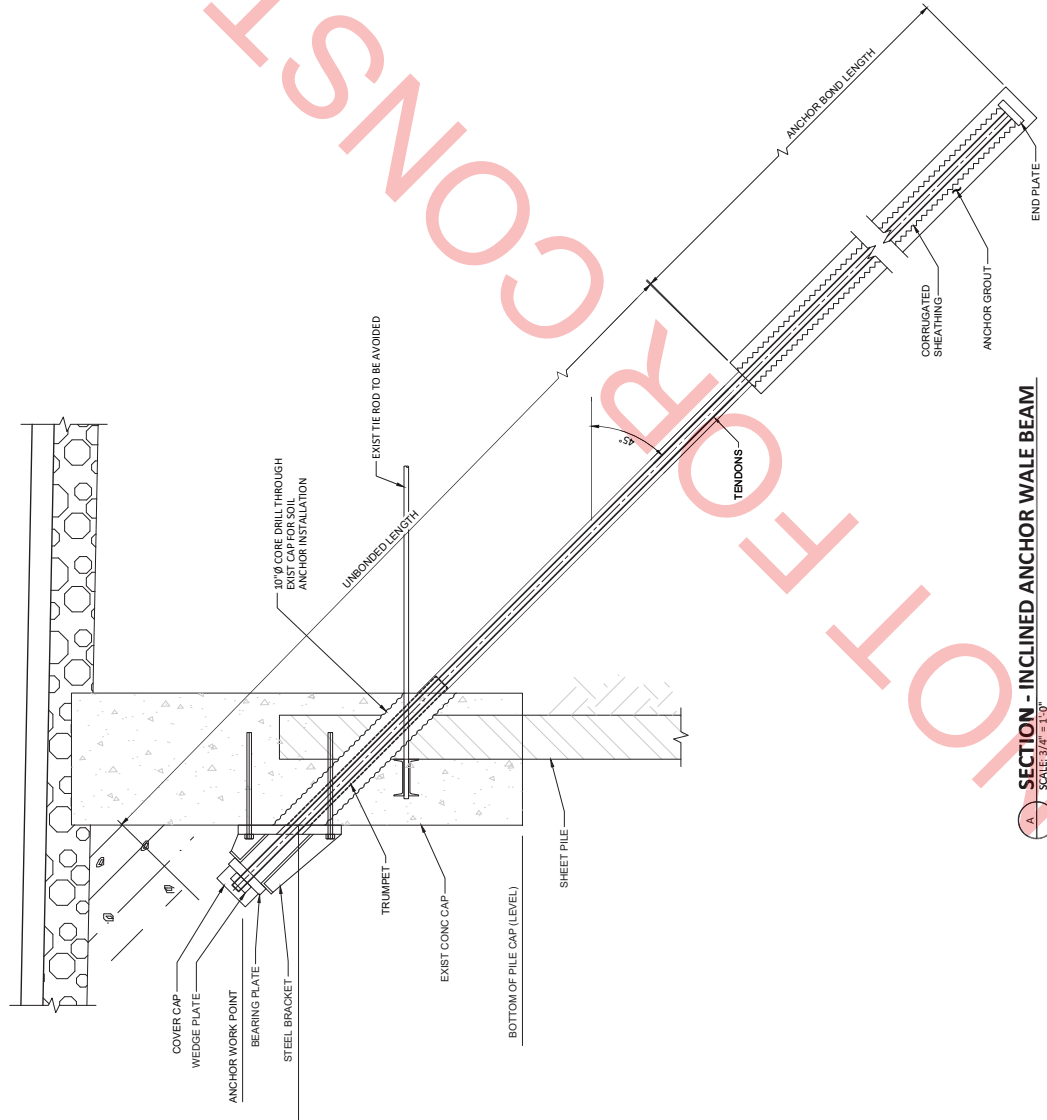
**3. DETAIL - HEAVY-DUTY ASPHALT PAVEMENT**  
SCALE: 1" = 1'-0"  
feet

**NOTE:**  
SUBGRADE MUST BE COMPACTED IN-SITU.  
NONWOVEN GEOTEXTILE (MIRAFI 160N, OR APPROVED EQUIVALENT)

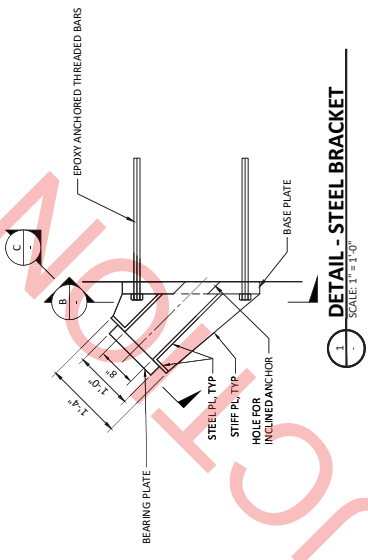
**NOTES:**

1. A-FRAME PILES NOT SHOWN FOR CLARITY.
2. ACP PILES SUPPORT PBB LANDSIDE RUNWAYS ONLY AT BERTH.
1. ASSUME PILE SPACING AT 30 FT.

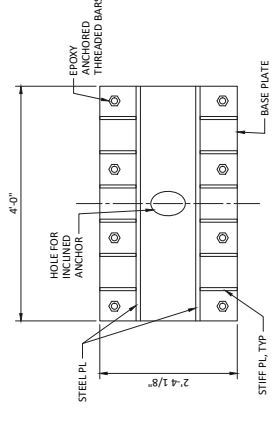
NO.	DESCRIPTION	DATE
1	ISSUE ANCHOR DETAILS	02/28/24
2	REVISIONS	



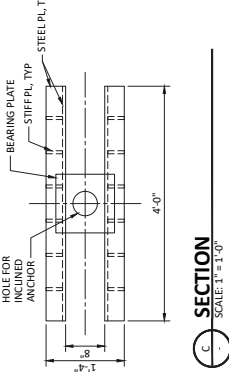
**A** SECTION - INCLINED ANCHOR WALE BEAM  
SCALE: 3/4" = 1'-0"



**1** DETAIL - STEEL BRACKET  
SCALE: 1" = 1'-0"



**B** SECTION  
SCALE: 1" = 1'-0"



**C** SECTION  
SCALE: 1" = 1'-0"



PORTMAN  
REALIGNMENT OF NORTH BULKHEAD CRUISE BERTHS 1-6  
INTERIM AGREEMENT  
INCLINED ANCHORS DETAILS  
2020-007

**WARNINGS:**  
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**DRAWING HISTORY**

RELEASED FOR	DATE	BY

**REVISIONS**

NO.	DESCRIPTION	DATE

**APPROVALS**

SECTION	NAME	DATE
SECTION HEAD	HILGA SOMMER, P.E.	
PROJECT MGR.	YOSHIE MURAKAMI, P.E.	
DESIGNED/ARRANGED	CHUCKED, CDR	
DRAWN	J.DIER	ENL/CECC/J.S.

PROJ. NO.: 0047387.4347  
FILE NAME: 38\_EW-043.DWG  
DATE: 3/2/26  
SCALE: AS SHOWN

DRAWING NO: **EW-043**

45% DESIGN - NFC