

Memorandum



Date: October 20, 2026

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

Agenda Item No. 8(J)(1)

From: Daniella Levine Cava
Mayor

A handwritten signature in cursive script that reads "Daniella Levine Cava".

Resolution No. R-879-26

Subject: Resolution Approving and Authorizing the Berth 10 Interim Agreement between Miami-Dade County and Fincantieri Infrastructure Florida, Inc. for Design Services and Associated Early Construction-Related Services for the Berth 10 Project

Executive Summary

The accompanying resolution approves and authorizes the County Mayor or the County Mayor's designee to award an interim agreement (the "Interim Agreement") in connection with the award of a comprehensive agreement for design-build services for the Berth 10 Project (the "Project"). This item recommends such award through a waiver of competitive bidding as authorized under section 5.03(D) of the Home Rule Charter, section 2-8.1(b) of the Code of Miami-Dade County, and section 255.20(1)(c)(10) of the Florida Statutes. For the reasons set forth below, namely, the nature of the work as a continuation of work under performance at the adjacent Cruise Terminal AA/AAA project, a waiver of competitive bidding procedures is in the best interest of Miami-Dade County.

On February 17, 2021, the County entered into an Amended and Restated Development, Management, and Lease Agreement with MSC Miami Cruise Terminal LLC (MMCT) for the development, operation, and maintenance of County-owned cruise berths and a shared terminal complex serving Berths 8, 9, and 10. Under that agreement, MMCT is responsible for Berths 8 and 9, while Berth 10, located immediately east of Berth 9, was reserved for future County development. Berths 8 and 9 are associated with Cruise Terminal AA/AAA, which will also be used to service passengers embarking vessels berthed at Berth 10.

Berth 10 is an integrated extension of the Cruise Terminal AA/AAA complex serving Berths 8 and 9, rather than a stand-alone marine project. Its construction requires coordinated connections to the existing marine structures, passenger concourse, utilities, terminal systems, and operating facilities. FIF's project management and

technical team possesses direct knowledge of the adjacent terminal's design development, construction history, field conditions, permitting, utility coordination, and active operational interfaces. Retaining that knowledge for the Interim Agreement reduces the transition and interface risks associated with initiating a new design-build procurement. This advantage is principally continuity of management and design coordination; the Interim Agreement does not depend upon transferring FIF's prior construction workforce or equipment to the future construction phase.

Timely advancement is important to the County's existing MSC and Royal Caribbean Group ("RCG") agreements and to PortMiami's ability to maintain cruise berth flexibility during the multi-year North Bulkhead Realignment Program. A new procurement and team transition would add time and uncertainty at a critical point in the Project's development. The Interim Agreement advances the work needed to define scope, schedule, risks, and a validated construction price.

Approval of this item does not authorize the construction scope of the Project. Instead, it allows the County to advance essential design, permitting, and early construction activities while negotiations on the comprehensive agreement continue. If the County and the Interim Firm reach an agreement on the comprehensive agreement, the item will be returned to the Board for separate approval. If negotiations are unsuccessful, the County retains the ability to pursue an alternative delivery method and use the completed Project plans and documents as it deems appropriate.

On November 15, 2022, this Board adopted Resolution No. R-1104-22, which authorized the County Mayor or County Mayor's designee to solicit and award design-build agreements for improvements to Berth 10 pursuant to the Seaport Department's Capital Improvement Programs Expedite and Acceleration Ordinance (the "Seaport Expedite Ordinance") set forth in section 2-8.2.15 of the Code of Miami-Dade County, Florida. The accompanying resolution approves the Interim Agreement without committee review pursuant to the expedited procedures set forth in Resolution No. R-1104-22 and the Seaport Expedite Ordinance.

Recommendation

It is recommended that the Board find that it is in the best interest of the County to waive formal bid procedures and approve, by two-thirds vote of the full membership of the Board, in accordance with the provisions of section 5.03(D) of the Miami-

Dade County Home Rule Charter, section 2-8.1 of the Code of Miami-Dade County, and section 255.20(1)(c)(10) of the Florida Statutes, the Berth 10 Interim Agreement between the County and Fincantieri; authorize the County Mayor or County Mayor's designee to negotiate a Comprehensive Agreement with Fincantieri in the manner set forth in the attached Berth 10 Interim Agreement and, upon Fincantieri's execution of the Berth 10 Comprehensive Agreement, to place such Berth 10 Comprehensive Agreement on the next available agenda of this Board pursuant to the Seaport Expedite Ordinance.

Delegation of Authority

This item authorizes the County Mayor or the County Mayor's designee to execute the Interim Agreement and to exercise all rights conferred therein, including rights of extension and 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 Project, the County will pay the Interim Firm an amount not to exceed \$18,220,058.87, which will be funded by the Seaport Department's future financing. The costs of the Interim Agreement are a portion of the total costs of the Berth 10 Project, which will be funded in part through Capital Recovery Surcharges imposed on Royal Caribbean Group ("RCG") passenger movements. Pursuant to the Cruise Terminal G and Berth 10 Cruise Terminal Usage Agreement, approved by Resolution No. R-1104-22, as amended by Resolution Nos. R-979-23 and R-221-26, RCG's revised Capital Recovery Surcharge schedule provides for total guaranteed CRS payments of \$431,786,327 through FY 2042. These payments support recovery of eligible County capital costs associated with the Cruise Terminal G and Berth 10 projects. This procurement approach allows PortMiami to begin the timeline for the project an estimated 1.5 years in advance compared to a design-build procurement approach, this time savings of 1.5 years will allow PortMiami to begin generating revenue for the County and relevant stakeholders sooner as described in the CRS payments.

The total NTE Amount includes the base contract amount of \$13,412,600.00, including mobilization, design, limited early works construction, and a risk reserve allowance of \$2,711,345.90, plus a contingency allowance of \$1,612,394.59, and a dedicated permit allowance of \$483,718.38.

PortMiami has received grant funding from the Florida Department of Environmental Protection under Grant Agreement No. 25SRP09. The agreement provides \$19,547,316.00 in funding to support marine bulkhead-related components of the PortMiami Berth 10 Bulkhead Improvements Project. In accordance with the terms of the grant agreement, PortMiami is required to provide a local match equal to at least 50 percent of the grant amount awarded.

The Project is in the Fiscal Year 2025-2026 Adopted Budget and Multi-Year Capital Plan as follows:

FY 2025-26 Adopted Budget and Multi-Year Capital Plan

CRUISE TERMINAL BERTH 10 - NEW

PROGRAM #: 2000001343

DESCRIPTION: Design and construct a new LEED Silver certified Berth 10 to facilitate additional cruise ships

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	0	9,774	9,773	0	0	0	0	0	19,547
Future Financing	0	12,226	66,813	64,336	4,873	10,000	0	0	158,248
Seaport Bonds/Loans	7,205	0	0	0	0	0	0	0	7,205
TOTAL REVENUES:	7,205	22,000	76,586	64,336	4,873	10,000	0	0	185,000
EXPENDITURE SCHEDULE:	PRIOR	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	FUTURE	TOTAL
Art Allowance	0	600	975	450	225	0	0	0	2,250
Construction	0	15,000	59,294	50,019	2,673	10,000	0	0	136,986
Furniture Fixtures and Equipment	0	0	1,000	1,000	1,000	0	0	0	3,000
Planning and Design	7,205	6,400	15,317	12,867	975	0	0	0	42,764
TOTAL EXPENDITURES:	7,205	22,000	76,586	64,336	4,873	10,000	0	0	185,000

Approval of the Interim Agreement does not obligate the County to enter into the comprehensive agreement for the construction of the full Project. Accordingly, the County's financial exposure under the Interim Agreement does not exceed the combined NTE Amount, contingency allowance amount, and dedicated permit allowance amount, totaling \$18,220,058.87.

Track Record/Monitor

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

Background

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. The Project supports and represents the continued growth of PortMiami's passenger cruise business. With the recent PortMiami milestone of over 10.5 million cruise passengers in a single year achieved, the timely delivery of the Berth 10 Project will continue the expansion and growth of Port Miami.

On February 17, 2021, the County entered into an Amended and Restated Development, Management, and Lease Agreement ("Ground Lease") with MSC Miami Cruise Terminal LLC ("MMCT") for the development, operation, and maintenance of a shared terminal complex serving Berths 8, 9, and 10. Under the Ground Lease, MMCT developed the improvements associated with Berths 8 and 9, while the County retained responsibility for the future development of Berth 10.

The Ground Lease requires the County to design and construct the Berth 10 Improvements in accordance with Section 7 of the Development Rider. Berth 10 will be physically and operationally integrated with Cruise Terminal AA, allowing the terminal complex to support operations at all three berths. The County is responsible for the costs attributable to the Berth 10 Improvements and the Concluding Berth 10 Concourse Element.

The Ground Lease also establishes requirements associated with the timely delivery of Berth 10, including alternative berthing accommodation for qualifying MSC operations under specified circumstances if the applicable completion

milestone is not achieved. Any such accommodations are subject to the specific terms, conditions, and scheduling provisions of the Ground Lease and Development Rider. Under the Ground Lease, the County is required to achieve Substantial Completion of the Berth 10 Improvements no later than October 31, 2028. Also, under the Ground Lease, PortMiami must provide alternative berthing accommodations for MSC vessels if the October 31, 2028 date for Berth 10 is not met.

Separately, on November 15, 2022, the County entered into a Cruise Terminal Usage Agreement with Royal Caribbean Group (“RCG”) governing RCG’s long-term use of Cruise Terminal G and Berth 10. Under the Agreement, as amended, the County is required to achieve Substantial Completion of the Berth 10 Improvements no later than October 31, 2028, subject to the extension provisions contained in the Agreement.

The Agreement establishes escalating Minimum Annual Guarantees for RCG passenger movements associated with Cruise Terminal G and Berth 10, increasing from 1.5 million annual passenger movements beginning in FY 2028, to 1.75 million beginning in FY 2033, and ultimately to 2.1 million beginning in FY 2038 and continuing through the renewal periods. RCG passenger movements are also subject to a Capital Recovery Surcharge (“CRS”), which supports recovery of a portion of the County’s eligible capital costs associated with the design and construction of Cruise Terminal G and Berth 10. The current CRS schedule, as amended, provides for total guaranteed CRS payments of \$431,786,327 through FY 2042.

Berth 10 will also provide needed cruise berth flexibility during the multi-year North Bulkhead Realignment Program, which will require portions of existing waterfront infrastructure to be temporarily unavailable as work progresses. Without Berth 10, the Port would have fewer options for accommodating cruise vessel movements, potentially increasing berth-scheduling conflicts, stakeholder accommodations and constraints on North Bulkhead construction sequencing. Delays in commencing design and permitting may further compress the delivery schedule, expose the County to escalation and additional coordination costs, and increase the risk of impacts to cruise-line commitments. Once Berth 10 is constructed, this location not only provides vessel flexibility to PortMiami but also begins revenue generating in a timely manner for the County.

Due to continued growth in cruise passenger demand at PortMiami and the unique qualifications of the design-build firm currently mobilized onsite, the County seeks to advance the Project by engaging Fincantieri. Retaining Fincantieri, the design-builder of the MSC Cruise Terminal project, is in the County's best interest because the Project will integrate with the existing MSC Cruise Terminal and include an accompanying concourse extension. Using the current firm is expected to reduce risk and leverage its existing knowledge of the Project and site conditions.

The agreement does not authorize full construction of the Project. Rather, it allows the County to advance critical planning, permitting, procurement, and preconstruction activities while negotiations continue on a comprehensive agreement, which will be presented to the Board for separate approval. If a final agreement is not reached, the County retains the ability to pursue an alternative delivery method and utilize the completed design documents prepared by Fincantieri pursuant to the Interim Agreement.

Under the Interim Agreement, the GMP is to be submitted at the 100% stage, and FIF costs are also required at 30%, 60%, and 90%; Port Miami will have input and understanding of the final GMP well before it is submitted. Contract language specified open-book pricing with 3 quotes per sub-scope, with a well-defined breakdown of scope, labor, and materials; see Section 2.1.1 Performance for contract language. This contractual obligation for an open-book process requires FIF to provide multiple quotes from different subcontractors and vendors to obtain the most economical cost for each trade. Port Miami will be involved in the process, so there is no option for a single-source proposal, contractor, or vendor for the final GMP. This approach requires all proposals to be as economical as possible, as multiple sources for each trade will be required contractually as written, and all pricing will be competitive among the sub-trade proposals received.

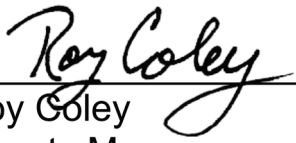
The accompanying resolution waives competitive bidding requirements under the Home Rule Charter, the County Code, and the Florida Statutes, and authorizes the County Mayor or the County Mayor's designee to award an interim agreement for design and early construction-related services necessary to define the Project scope, evaluate risks, develop design documents, and establish a more refined Guaranteed Maximum Price for the future construction phase.

Section 255.20, Florida Statutes, provides that governing boards of local governments with established procedures for the waiver of competitive selection may award construction contracts having an estimated cost exceeding \$453,357 through a process other than competitive selection if certain conditions are satisfied. In particular, section 255.20(1)(c)(10), Florida Statutes, allows for the waiver of competitive procurement requirements when there is one appropriately licensed contractor who is uniquely qualified to undertake the project because that contractor is currently under contract to perform work that is affiliated with the project. Furthermore, the provisions of section 255.20, Florida Statutes, provide that this recommendation requires (i) that a published notice must be made 14 days prior to the date of the public meeting where final action is taken and that in the event a project is to be awarded by a method other than a competitive selection, and (ii) that the architect or engineer of record must provide a written recommendation that the project be awarded to the private sector contractor without competitive selection. A sample copy of the 14-day notice is attached to this memorandum as Exhibit [1].

Pursuant to section 255.20(1)(c)(10), Florida Statutes, AtkinsRéalis USA Inc. ("AtkinsRéalis"), serving as Engineer of Record ("EoR") for the Project, has evaluated the engineering characteristics, operational requirements, and technical constraints associated with the proposed improvements, and has determined that Fincantieri is uniquely qualified to deliver the Project. Specifically, AtkinsRéalis has noted that Fincantieri previously performed the construction of the adjacent MSC Cruise Terminal facilities and, as a result, possesses unique project-specific institutional knowledge regarding the planning, design development, permitting, construction sequencing, utility coordination, field modifications, operational requirements, stakeholder coordination, and implementation of the existing terminal infrastructure. AtkinsRéalis has further opined that, while other qualified marine contractors may possess comparable general experience and technical capabilities, such firms would not reasonably possess the same understanding of the project's construction history, design evolution, undocumented field conditions, operational interfaces, and coordination processes solely through review of available project documents. It is for these reasons that the administration believes that it is in the best interest of the County to waive competitive bidding procedures and enter into an Interim Agreement with Fincantieri. Further analysis of the unique qualifications of Fincantieri is set forth in written narratives by AtkinsRéalis, the EoR, and EXP U.S. Services Inc. ("EXP"), the Port's Owner Representative for the Project, both of which summarize the benefits of proceeding with Fincantieri and

Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners
Page 9

are attached to this memorandum as Exhibits [2] and [3]. Accordingly, it is in the best interest of the County to award the Interim Agreement to Fincantieri without additional competitive selection.



Roy Coley
Deputy Mayor

**MIAMI-DADE COUNTY, FLORIDA
NOTICE OF PUBLIC MEETING**

The Board of County Commissioners of Miami-Dade County, Florida (“Board”) will conduct a public meeting in its meeting room on the 2nd floor of the Stephen P. Clark Center, 111 NW 1st Street, Miami, Florida on Tuesday, _____, 2026, at 9:30 A.M., to consider awarding an interim agreement in connection with the negotiation of a comprehensive agreement for design-builder services, by a method other than a competitive selection process, for the Berth 10 Project at PortMiami, MSC Miami Cruise Terminal (“MMCT”), located at 2200 N. Cruise Blvd., Miami, FL 33132.

In accordance with Section 255.20(1)(c)(10), Florida Statutes, Section 5.03(D) of the Home Rule Charter of Miami-Dade County, and Section 2-8.1(c) of the Miami-Dade County Code, at that meeting, or such subsequent time as the Board may in its discretion determine, the Board will consider whether it is in the public’s best interest to award an interim agreement to Fincantieri Infrastructure Florida, Inc. (“Fincantieri”) in connection with the negotiation of a comprehensive agreement for design-build services for the Berth 10 Project by a method other than a competitive selection process using the criteria and procedures permitted by the Home Rule Charter and the Miami-Dade County Code by a two-third vote of the full Board membership.

Section 255.20(1)(c)(10), Florida Statutes, allows for the waiver of competitive procurement requirements when there is one appropriately licensed contractor who is uniquely qualified to undertake the project because that contractor is currently under contract to perform work that is affiliated with the project. In this instance, Fincantieri is under contract to perform the Cruise Terminal AA/AAA improvements. The Proposed Berth 10 Project will be physically integrated with the existing Terminal AA/AAA building and the associated concourse extension, requiring a high degree of coordination with the existing facilities and ongoing operations. Additionally, Fincantieri is already mobilized and performing related work at Berths 8 and 9 for Cruise Terminal AA/AAA, which will be integrated with the Berth 10 Project located immediately east of Berth 9. Based on the project schedule and the operational requirements of the terminal complex, a competitive solicitation at this stage would likely result in project delays, increased costs, and additional coordination risks.

Accordingly, proceeding with Fincantieri for the Berth 10 Project is in the County’s best interest and is expected to provide significant project benefits, including enhanced continuity of design and construction, reduced project risk, improved schedule certainty, and greater cost efficiency. Fincantieri’s familiarity with the project site and existing facilities is anticipated to minimize design conflicts, reduce duplication of efforts, and facilitate the timely delivery of the project. Introducing a new contractor would reasonably be expected to increase design coordination, operational, scheduling, and integration risks, result in duplication of efforts and additional validation of prior engineering decisions, and adversely affect project delivery, increase costs, and disrupt ongoing Port operations.

The total compensation for this interim agreement shall not exceed \$18,220,058.87, consisting of a base contract amount of \$13,412,600.00 for mobilization, design services, a risk reserve

allowance of \$2,711,345.90 which includes limited early works construction; a contingency allowance of \$1,612,394.59; and a dedicated permit allowance of \$483,718.38.

Interested parties may:

- (1) view a live broadcast of the Commission meeting in the lobby of the Stephen P. Clark Government Center, located on the first floor;
- (2) speak, where permissible, in the Miami-Dade Commission Chambers located on the second floor of the Stephen P. Clark Government Center; members of the public will be required to register to speak on the first floor and will be escorted to the Commission Chambers at the appropriate time;
- (3) view a live broadcast on Miami-Dade Television;
- (4) view a live webcast at www.miamidade.gov/webcasting;
- (5) after the meeting, view an archived copy of the meeting at www.miamidade.gov/webcasting; or
- (6) if you are deaf or hard of hearing, you may join the meeting using Florida Relay Service by dialing 711 on your telephone.

Members of the public in attendance may opt to wear facial coverings and observe social distancing in accordance with applicable requirements.

If you have any questions or require additional information regarding the virtual meeting, please call (305) 375-5777.

Miami-Dade County provides equal access and equal opportunity in its programs, services and activities and does not discriminate on the basis of disability. To request materials in an accessible format, a sign language interpreter, and/or any other accommodation to participate in any County-sponsored program or meeting, please contact (305) 375-2035 or send an email to agendco@miamidade.gov in advance of the meeting to initiate your request. TTY users may also call 711 (Florida Relay Service).



August 5, 2026

PortMiami Seaport
Capital Development Division
1080 Caribbean Way, Suite 500
Miami FL, 33132

Attention: Ms. Helga Sommer, PE
Assistant Director – Capital Development

**RE: Noncompetitive procurement process for the Berth 10 project
Port Miami**

Dear Ms. Sommer,

Pursuant to Section 255.20(1)(d), Florida Statutes, AtkinsRéalis USA Inc., serving as Engineer of Record for the Berth 10 Project at PortMiami, has evaluated the engineering characteristics, operational requirements, and technical constraints associated with the proposed improvements.

The Project consists of marine infrastructure improvements that must be integrated into an active and operational cruise terminal environment while maintaining continuity with existing facilities, operations, utility systems, security requirements, and previously completed terminal improvements.

Based upon our engineering evaluation, the Project presents several specialized technical considerations, including:

- Integration with active cruise terminal operations without interruption to vessel, passenger, or terminal activities;
- Modification and expansion of existing marine infrastructure and structural systems;
- Coordination with existing utility networks and previously constructed facilities;
- Construction adjacent to occupied and operational facilities;
- Compliance with PortMiami operational, security, and U.S. Customs and Border Protection requirements;
- Maintenance of operational continuity during construction activities;
- Sequencing of work to minimize operational impacts and avoid interference with ongoing terminal functions;
- Integration with design criteria, assumptions, and infrastructure established under previous phases of terminal development.

Successful execution of the Project will require detailed knowledge not only of the existing site conditions, terminal operations, marine infrastructure systems, construction sequencing

constraints, stakeholder interfaces, and previously completed improvements, but also of the project-specific institutional knowledge developed throughout the planning, design, permitting, construction, commissioning, and operational integration of the existing MSC Cruise Terminal facilities. This knowledge includes construction assumptions, field conditions encountered during prior phases, utility conflicts and resolutions, design modifications implemented during construction, permitting commitments, stakeholder coordination history, operational constraints, and lessons learned that are not fully documented in the available contract documents, record drawings, specifications, or project records. The ability to effectively integrate new work into these existing facilities represents a significant technical consideration affecting constructability, operational continuity, schedule performance, safety, and overall project risk.

From an engineering and architectural perspective, continuity of project knowledge and familiarity with the existing facilities can provide substantial benefits, including:

- Reduced risk associated with unknown field conditions;
- Improved integration of new and existing structural and utility systems;
- Enhanced constructability and construction sequencing;
- Reduced impacts to terminal operations and cruise activities;
- Improved schedule reliability;
- More efficient coordination among project stakeholders;
- Reduced likelihood of conflicts arising from interpretation of previous design and construction documents.

Based on our review, Fincantieri Infrastructure Florida, Inc. previously performed the construction of the adjacent MSC Cruise Terminal facilities and, as a result, possesses unique project-specific institutional knowledge regarding the planning, design development, permitting, construction sequencing, utility coordination, field modifications, operational requirements, stakeholder coordination, and implementation of the existing terminal infrastructure. While other qualified marine contractors may possess comparable general experience and technical capabilities, such firms would not reasonably possess the same understanding of the project's construction history, design evolution, undocumented field conditions, operational interfaces, and coordination processes solely through review of available project documents. This project-specific institutional knowledge is directly relevant to the successful execution of the Berth 10 Project and cannot be fully replicated through a conventional transition or procurement process.

In our professional engineering judgment, this project-specific institutional knowledge materially reduces technical, construction, operational, and implementation risks associated with integration of new improvements into the existing terminal environment. These risk reductions include, but are not limited to, minimizing conflicts with existing infrastructure within Berth 10, improving constructability, facilitating utility integration, reducing impacts to cruise terminal operations, improving stakeholder coordination, supporting compliance with operational and security requirements, increasing schedule certainty, and reducing the likelihood of unforeseen conditions

affecting project delivery. Furthermore, introducing a new contractor would likely require additional effort to validate prior assumptions, understand the evolution of the existing facility, reconstruct portions of the project decision-making history, and become familiar with operational and stakeholder requirements developed throughout the previous phases of the project. Such efforts could increase project risk, introduce schedule impacts, create potential operational disruptions, and reduce the efficiencies gained through continuity.

The Berth 10 Project should not be viewed as a stand-alone marine infrastructure project. Rather, it represents the continuation and expansion of the integrated MSC Cruise Terminal development and associated berth improvements completed in prior phases. The project is physically, operationally, structurally, and functionally interconnected with the existing Berths 8 and 9 improvements and the MSC Cruise Terminal facilities inaugurated in 2025. The Berth 10 improvements are intended to operate as an extension of the existing terminal complex and must be integrated with existing marine structures, utility systems, operational procedures, vessel interface requirements, passenger operations, security protocols, and maintenance practices. As a result, continuity of project knowledge and understanding of the facility's development history constitutes a significant engineering consideration affecting constructability, operational continuity, safety, schedule performance, and overall project risk.

Accordingly, it is AtkinsRéalis' professional engineering opinion that the Berth 10 Project possesses specialized technical, operational, and integration characteristics for which continuity of project-specific institutional knowledge constitutes a material engineering consideration. The Project is not a stand-alone improvement, but rather a continuation and expansion of the existing MSC Cruise Terminal and associated berth infrastructure, requiring integration with previously constructed facilities, operational systems, utility networks, security requirements, and established design and construction approaches.

Based on our evaluation, Fincantieri Infrastructure Florida, Inc.'s direct participation in the development and construction of the existing MSC Cruise Terminal facilities has resulted in the accumulation of substantial project-specific institutional knowledge regarding the design and construction history of the facility, field conditions encountered during prior phases, utility coordination and integration, construction sequencing, operational requirements, stakeholder interfaces, permitting commitments, and implementation of the completed improvements. This knowledge was developed through direct involvement in the execution of the project and includes information, lessons learned, and experience gained throughout the planning, construction, commissioning, and operational integration processes that are not fully captured within the available project documents. In our professional judgment, this project-specific institutional knowledge provides meaningful benefits with respect to constructability, operational continuity, coordination efficiency, schedule reliability, and overall risk mitigation for the Berth 10 Project.

The County may consider these engineering factors, together with any legal, procurement, financial, and operational considerations it deems appropriate, in determining the most suitable procurement approach under applicable law.

Respectfully submitted,

ATKINSRÉALIS USA INC.

A handwritten signature in black ink, appearing to read 'C. Arboleda', with a stylized flourish at the end.

Carlos J. Arboleda, PE
Vice President – Sr. Project Director
Engineer of Record for the Berth 10 Project
Florida PE No. 81115

A handwritten signature in black ink, appearing to read 'A. Camps', with a stylized flourish at the end.

Alexander Camps, AIA
Associate Vice President – Miami Studio Director
Architect of Record for the Berth 10 Project
Florida AR No. AR93635



July 23, 2026

Helga Sommer, PE
Assistant Director
Capital Development
1080 Caribbean Way, Suite 500
Miami, Florida 33132

Re: PortMiami Berth 10 Project
independent assessment of the proposed project delivery approach

Dear Mrs. Sommer:

EXP U.S. Services Inc. ("EXP") appreciates the opportunity to continue supporting PortMiami in connection with the proposed development of Berth 10.

Purpose and Basis of Review

EXP was requested by PortMiami, in its capacity and experience as the Port's Owner's Representative for the Berth 8, 9, and 10 Program, to perform an independent assessment of the proposed project delivery approach for Berth 10. This assessment is intended to supplement the technical record supporting the County's evaluation of the proposed procurement. It is not intended to replace or duplicate the recommendation of the Engineer of Record required by Section 255.20(1)(c)(10)(d), Florida Statutes

EXP's review considered the draft Interim Agreement, FIF's Berth 10 Design Services Proposal, the AtkinsRéalis design proposal, the proposed project organization, payment milestones and submittal schedule and EXP's previous and current work orders supporting PortMiami's Berths 8, 9, and 10 program.

Functional Assessment

The available information demonstrates a substantial physical, functional, operational, design, and construction relationship between Berth 10 and the affiliated Berths 8 and 9 and MSC Cruise Terminal improvements. The information reviewed also indicates that FIF and several members of its proposed team possess direct project experience, prior design and construction knowledge, and familiarity with critical interfaces that may materially benefit delivery of the Berth 10 Project.

From a technical and project-delivery perspective, continuity with the existing team may reduce risks associated with design transition, interpretation of existing conditions, marine and landside interfaces, utility connections, concourse integration, passenger boarding bridge coordination, constructability, site access, active port operations, and development of the project cost and

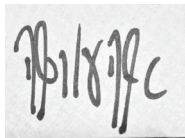


schedule. The proposed Interim Agreement also provides a structured process for advancing the design, completing supporting investigations, evaluating risks, developing cost estimates and construction schedules, obtaining vendor and subcontractor input, and preparing separate marine and landside guaranteed maximum prices before the County considers a subsequent Project Agreement.

Subject to the qualifications, limitations, and recommended conditions contained in the attached assessment, EXP considers several advantages to the FIF team delivering the proposed Berth 10 project.

EXP appreciates the opportunity to continue supporting PortMiami on this important project. Please refer to the attached Independent Technical Due-Diligence and Project Risk Assessment for the basis of our professional opinion, principal findings, identified risks, recommended controls, and proposed conditions of approval.

Sincerely,



Digitally signed by David Castañeda
DN: C=US,
E=david.castaneda@exp.com, O=EXP
U.S. Services LLC., OU=Program
Management, CN=David Castañeda
Reason: I am the author of this
document
Date: 2026.07.23 16:48:35-04'00'

David Castañeda
Vice President – Program Management
EXP U.S. Services Inc.

cc: Marcos Souza
Richard Forbes
Kyle Henry

PortMiami Berth 10 Project Independent Assessment of the Proposed Project Delivery Approach

Table of Contents

1. Executive Summary	2
2. Documents Reviewed	3
3. Project Background	3
3.1. Marine Infrastructure.....	4
3.2. Passenger Concourse Expansion	4
3.3. Provisioning Building and Site Development	4
4. Technical Relationship Between Berth 10 and the Affiliated Work	5
5. Assessment of FIF's Project-Specific Qualifications.....	5
6. Professional Technical Opinion	6
7. Qualifications, Limitations, and Reliance	7

1. Executive Summary

PortMiami proposes to advance Berth 10 Project through an Interim Agreement with Fincantieri Infrastructure Florida, Inc. ("FIF"). Under the proposed Interim Agreement, FIF and its design team would advance the marine infrastructure, passenger concourse extension, provisioning building, and associated site improvements through final design; complete supporting investigations and permitting activities; develop construction cost estimates and schedules; engage key subcontractors, vendors, and trades; and prepare separate guaranteed maximum prices for the marine and landside portions of the work.

EXP U.S. Services Inc. ("EXP") has reviewed the proposed pre-development approach from a project-delivery, schedule, operational-interface, commercial, and risk-management perspective. in its capacity as the Port's Owner's Representative for the Berth 8, 9, and 10 Program.

Based on the information reviewed, Berth 10 has a substantial physical, functional, operational, design, and construction relationship with the affiliated improvements at Berths 8 and 9 and the MSC Cruise Terminal. Significant interfaces include the connection of the proposed Berth 10 marine structure to Berth 9, removal or modification of the existing Berth 9 return wall, extension of the existing passenger concourse, utility connections, passenger boarding bridge coordination, access through active port facilities, and integration with existing terminal systems and operations. EXP identified significant technical dependencies between the proposed berth 10 project and the existing. The main technical dependencies are:

- Continuation of the same berth system
- Continuation of the same passenger concourse
- Integration with existing utilities
- Continuation of marine structural systems
- Passenger boarding bridge interfaces.
- Operational geometry
- Common design assumptions and standards
- Permitting history and code interpretation and methodology

FIF and several members of its proposed team possess direct experience with the affiliated improvements. Continuation of this team may reduce risks associated with design transition, interpretation of existing conditions, interface coordination, constructability, access, operational coordination, cost development, procurement process delays, escalating soft and hard costs and scheduling. This project-specific experience materially distinguishes FIF from a contractor entering the project without prior participation.

The proposed Interim Agreement provides a framework for advancing the design, completing investigations, identifying project risks, obtaining market information, developing the construction schedule, and preparing proposed marine and landside guaranteed maximum prices. The Interim Agreement also preserves the County's discretion not to enter into the subsequent Project Agreement.

EXP's review is limited to project-delivery, schedule, operational-interface, commercial, and risk-management considerations within EXP's professional competence supported by its experience providing program management services for PortMiami for the berth 8, 9 and the MSC terminal program.

2. Documents Reviewed

EXP's assessment is based on its review of the following principal documents:

1. Draft Interim Agreement between Miami-Dade County and FIF, draft dated July 2, 2026.
2. FIF Proposal for Design Services for Berth 10, Revision 6, dated June 26, 2026.
3. AtkinsRéalis Appendix A, PortMiami Berth 10 Design Services, dated April 28, 2026.
4. FIF Berth 10 Organization Chart dated June 26, 2026.
5. Proposed Exhibit C, Mandatory Submittals and Submittal Schedule, Revision 7.
6. Proposed Exhibit G, Risk Reserve and Project Cost.
7. Supporting consultant and subconsultant proposals included within the corresponding proposal appendices.
8. Previous experience providing Program Management services for PortMiami during the development of Berths 8,9 and the MSC Terminal Project.

EXP's assignment did not include an independent review of all underlying technical calculations, design files, permits, licenses, procurement files, board notices, prior contracts, insurance policies, cost records, compliance with state, local or federal statutes or corporate financial information.

3. Project Background

Under the Amended and Restated Development, Management, and Lease Agreement described in the draft Interim Agreement, MSC Miami Cruise Terminal LLC was responsible for developing Berths 8 and 9 and the associated shared terminal complex. Miami-Dade County retained responsibility for the future design, construction, operation, and maintenance of Berth 10. The proposed Berth 10 Project would complete the third berth contemplated as part of the overall terminal development.

The proposed Berth 10 Project includes three principal components.

3.1. Marine Infrastructure

The marine scope generally includes:

- An approximately 1,225-foot bulkhead.
- A berth apron.
- Return wall and submerged toe wall.
- Excavation and dredging.
- Mooring bollards.
- Fenders.
- Potable water and fire-service facilities.
- Stormwater systems.
- Passenger boarding bridge runways, foundations, and tie-down interfaces.
- Demolition or modification of existing Berth 9 elements; and
- Related marine and civil infrastructure.

3.2. Passenger Concourse Expansion

The landside scope includes completion of the existing concourse area and an approximately 800-foot elevated passenger concourse extension. The proposed concourse design includes structural, architectural, mechanical, electrical, plumbing, fire-protection, life-safety, communications, moving walkway, and passenger boarding bridge interfaces.

3.3. Provisioning Building and Site Development

The project also includes an approximately 10,000-square-foot provisioning facility, truck-access and circulation areas, roadways, security gates, fencing, exterior lighting, drainage, utility infrastructure, and relocation of an existing high-mast light pole.

The proposed FIF team performed or managed the design and construction of affiliated work at Berths 8 and 9 and the MSC Cruise Terminal. FIF proposes continuing with AtkinsRéalis as its principal design consultant and to retain multiple firms and personnel with direct experience of the preceding improvements.

The proposed delivery approach includes a pre-development period under the Interim Agreement. During this period, FIF and its design team would advance the project through the 30 percent, 60 percent, 90 percent, and 100 percent design milestones; complete investigations and supporting studies; support permitting; prepare cost estimates and construction schedules; conduct value-engineering and risk workshops; obtain subcontractor and vendor input; and develop separate guaranteed maximum prices for the marine and landside work.

4. Technical Relationship Between Berth 10 and the Affiliated Work

Based on the information reviewed, Berth 10 has a substantial relationship with the previously designed and constructed improvements at Berths 8 and 9 and the MSC Cruise Terminal.

The principal interfaces include:

- Connection of the Berth 10 bulkhead and apron to the existing Berth 9 marine structure.
- Removal or modification of the existing Berth 9 return wall.
- Extension and integration of potable water, fire protection, stormwater, electrical, and communications infrastructure.
- Completion and extension of the existing passenger concourse.
- Coordination of passenger boarding bridge foundations, runways, tie-downs, electrical connections, and operational geometry.
- Integration of building, life-safety, communications, security, and passenger-circulation systems with the existing terminal.
- Coordination of access through or adjacent to active cruise and cargo facilities.
- Coordination with the South Florida Container Terminal, MSC terminal operations, Florida Power & Light, PortMiami, passenger boarding bridge vendors, regulatory agencies, and other third parties.
- Use of prior design information, geotechnical information, permitting information, and lessons learned from the adjacent improvements; and
- Construction sequencing and temporary conditions at the Berth 9 and Berth 10 interface.

These conditions support the conclusion that Berth 10 is not an isolated greenfield project. It is the extension and completion of an established terminal and berth program with significant interfaces to existing facilities.

The technical relationship between Berth 10 and the affiliated work provides several advantages for considering continuity of the contractor and design team.

5. Assessment of FIF's Project-Specific Qualifications

FIF and its proposed team appear to possess meaningful project-specific qualifications arising from their experience with the affiliated Berths 8 and 9 and MSC Cruise Terminal improvements.

The proposed team includes FIF, AtkinsRéalis, Arquitectonica, Langan, Coast and Harbor Engineering, Botas Engineering, WGI, Morgan & Eklund, Kimley-Horn, and other specialty consultants. Several of these firms and identified personnel have direct knowledge of the

terminal, concourse, marine structures, geotechnical conditions, existing systems, design decisions, and operational constraints.

Continuation of personnel with prior project experience may provide the following benefits:

- Reduced time required to become familiar with the facilities and prior design decisions.
- Better understanding of available existing-condition and subsurface information.
- Reduced risk of gaps between existing and proposed design packages.
- More efficient coordination of marine, building, concourse, utility, and operational interfaces.
- Earlier identification of constructability and access constraints.
- Application of lessons learned from the adjacent work.
- Improved ability to develop realistic construction sequences and production assumptions.
- Better-informed subcontractor and vendor engagement; and
- Reduced risk of disputes concerning responsibility for inter-package interfaces.

6. Professional Technical Opinion

The available information demonstrates a substantial physical, functional, operational, design, and construction relationship between the proposed Berth 10 Project and the affiliated Berths 8 and 9 and MSC Cruise Terminal improvements. The information reviewed also indicates that FIF and several members of its proposed team possess direct project experience, prior design and construction knowledge, and familiarity with critical project interfaces that may materially benefit the delivery of Berth 10.

From a project-delivery perspective, continuation with the existing team may reduce risks associated with:

- Design transition.
- Interpretation of existing conditions.
- Marine and landside interfaces.
- Utility connections.
- Concourse integration.
- Passenger boarding bridge coordination.
- Constructability.
- Construction access.
- Active port operations; and
- Development of the project cost and schedule.

The proposed Interim Agreement provides a structured process for advancing design, completing supporting investigations, evaluating risks, developing cost estimates and

construction schedules, obtaining vendor and subcontractor input, and preparing proposed marine and landside guaranteed maximum prices before the County considers a subsequent Project Agreement. It also preserves the County's discretion not to proceed with the subsequent Project Agreement.

Subject to the qualifications, limitations, and recommended technical and project-control conditions contained in this assessment, **EXP considers the proposed Interim Agreement to be a technically sound framework for advancing the Berth 10 Project through design and pre-development and continuing with the FIF team to deliver this project, provides several advantages to the county.**

This assessment does not constitute a legal opinion, procurement certification, statutory compliance determination, design certification, audit, guarantee of project cost or schedule, or recommendation to approve the future construction GMP, Project Agreement, or construction award.

7. Qualifications, Limitations, and Reliance

EXP's opinion is limited to project-delivery, schedule, constructability, operational-interface, commercial, and risk-management considerations within EXP's professional competence, prior experience and authorized scope of services.

EXP is not providing legal advice or rendering a legal opinion concerning:

- Interpretation of Florida law.
- Applicability of statutory procurement exception.
- Compliance with procurement procedures.
- County Code compliance.
- Ethics or conflicts of interest.
- Grant or funding compliance.

Memorandum



Date:
To: Honorable Chairman Anthony Rodriguez
Board of County Commissioners
From: Jonathan Daniels, Director and CEO 
Seaport Department
Subject: Request to Process Late Departmental Agenda Item

I am respectfully requesting that the following item be placed on October 20, 2026, Board of County Commissioners meeting agenda.

RESOLUTION WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER, SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, AND SECTION 255.20(1)(C)(10) OF THE FLORIDA STATUTES BY A TWO-THIRDS VOTE OF THE FULL MEMBERSHIP OF THE BOARD, IN CONNECTION WITH THE APPROVAL AND EXECUTION OF THE BERTH 10 INTERIM AGREEMENT BETWEEN THE COUNTY AND FINCANTIERI INFRASTRUCTURE FLORIDA, INC. (FINCANTIERI); APPROVING THE BERTH 10 INTERIM AGREEMENT, IN SUBSTANTIALLY THE FORM ATTACHED HERETO, BETWEEN THE COUNTY AND FINCANTIERI IN AN AMOUNT NOT TO EXCEED \$18,220,058.87, INCLUSIVE OF A RISK RESERVE ALLOWANCE, CONTINGENCY ALLOWANCE, AND DEDICATED PERMIT ALLOWANCE ACCOUNTS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE BERTH 10 INTERIM AGREEMENT AND TO EXERCISE ALL RIGHTS CONTAINED THEREIN, INCLUDING RIGHTS OF EXTENSION AND TERMINATION, USE OF THE RISK RESERVE, CONTINGENCY ALLOWANCE, AND DEDICATED PERMIT ALLOWANCE ACCOUNTS, AND FINALIZATION OF THE SCHEDULE OF VALUES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE COMPREHENSIVE AGREEMENT WITH FINCANTIERI IN THE MANNER SET FORTH IN THE BERTH 10 INTERIM AGREEMENT RESOLUTION APPROVING DESIGN SERVICES AND ASSOCIATED EARLY CONSTRUCTION-RELATED SERVICES FOR THE BERTH 10 PROJECT.

Although this item was submitted on time, it required additional revisions and therefore was provided to the Agenda Coordination Office late. Timely consideration of the item is critical because of project schedule constraints, the financial impacts of delaying required commitments to project stakeholders, and the operational interdependency between the Berth 10 Project and other major Port capital improvements. Fincantieri is currently performing work on the adjacent Cruise Terminal AA/AAA project (Berths 8 and 9), which provides an opportunity to maintain continuity and transition its project management team to advance the design and early construction-related services authorized under the Berth

10 Interim Agreement. Approval of the Interim Agreement will allow the County to maintain momentum and advance the project toward the subsequent comprehensive agreement without unnecessary delay. Timely advancement of Berth 10 is also important to the Port's long-term operational plan, as the berth is needed to provide operational capacity during construction of the North Bulkhead Realignment Program.

Delaying the Interim Agreement could therefore affect stakeholder commitments, increase project costs, compress the future design and construction schedule, and reduce the Port's operational flexibility during implementation of the North Bulkhead improvements.

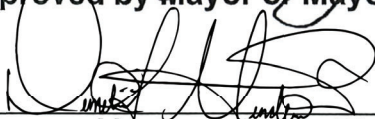
Please process the request notwithstanding the potential applicability of the 3-day or 4-day rule. I understand that placement is subject to approval by the Chair of the Committee of jurisdiction, your approval as Chairman of the Board and review by the Office of the County Attorney.



Approved by Mayor or Mayor's Designee

Roy Coley

Print Name



Approved by Legislative Director or Designee

Demetria Henderson

Print Name

c: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidade.gov
Eugene Love, Agenda Coordinator



MEMORANDUM

(Revised)

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

DATE: October 20, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(J)(1)

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 Davidle Lencina Mayor
Veto _____
Override _____

Agenda Item No. 8(J)(1)
10-20-26

RESOLUTION NO. R-879-26

RESOLUTION WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER, SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, AND SECTION 255.20(1)(C)(10) OF THE FLORIDA STATUTES BY A TWO-THIRDS VOTE OF THE FULL MEMBERSHIP OF THE BOARD, IN CONNECTION WITH THE APPROVAL AND EXECUTION OF THE BERTH 10 INTERIM AGREEMENT BETWEEN THE COUNTY AND FINCANTIERI INFRASTRUCTURE FLORIDA, INC. (FINCANTIERI); APPROVING THE BERTH 10 INTERIM AGREEMENT, IN SUBSTANTIALLY THE FORM ATTACHED HERETO, BETWEEN THE COUNTY AND FINCANTIERI IN AN AMOUNT NOT TO EXCEED \$18,220,058.87, INCLUSIVE OF A RISK RESERVE ALLOWANCE, CONTINGENCY ALLOWANCE, AND DEDICATED PERMIT ALLOWANCE ACCOUNTS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE BERTH 10 INTERIM AGREEMENT AND TO EXERCISE ALL RIGHTS CONTAINED THEREIN, INCLUDING RIGHTS OF EXTENSION AND TERMINATION, USE OF THE RISK RESERVE, CONTINGENCY ALLOWANCE, AND DEDICATED PERMIT ALLOWANCE ACCOUNTS, AND FINALIZATION OF THE SCHEDULE OF VALUES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO NEGOTIATE A COMPREHENSIVE AGREEMENT WITH FINCANTIERI IN THE MANNER SET FORTH IN THE BERTH 10 INTERIM AGREEMENT

WHEREAS, this Board desires to accomplish the purpose outlined 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. Incorporates the foregoing recital and finds that it is in the best interest of Miami-Dade County to waive formal bid procedures by two-thirds vote of the full membership of

the Board in accordance with the provisions of section 5.03(D) of the Home Rule Charter, section 2-8.1 of the Code of Miami-Dade County, and section 255.20(1)(c)(10) of the Florida Statutes in connection with the approval and execution of the Berth 10 Project Interim Agreement (“Berth 10 Interim Agreement”) between the County and Fincantieri Infrastructure Florida, Inc. (“Fincantieri”).

Section 2. Approves, pursuant to the expedited procedures set forth in section 2-8.2.15 of the Code of Miami-Dade County and Resolution No. R-1104-22, the Berth 10 Interim Agreement, in substantially the form attached hereto, between the County and Fincantieri in an amount not to exceed \$18,220,058.87, inclusive of a risk reserve, contingency allowance, and a dedicated permit allowance accounts.

Section 3. Authorizes the County Mayor or County Mayor’s designee to execute the Berth 10 Interim Agreement and to exercise all rights contained therein, including rights of extension and termination, use of the risk reserve allowance, contingency allowance, and dedicated permit allowance accounts, and finalization of the schedule of values.

Section 4. Authorizes the County Mayor or County Mayor’s designee to negotiate a Berth 10 Project Agreement with Fincantieri in the manner set forth in the attached Berth 10 Interim Agreement.

The foregoing resolution was offered by Commissioner **Oliver G. Gilbert, III**, who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of October, 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.

Miguel A. Gonzalez
Christian J. Fernandez-Andes

INTERIM AGREEMENT

This Interim Agreement (the "Agreement") is made and entered this ____ day of ____, 2026 (the "Effective Date"), by and between Miami-Dade County, a political subdivision of the State of Florida (the "County") and Fincantieri Infrastructure Florida, Inc. (the "Interim Firm") (together, the "Parties" and each a "Party").

RECITALS

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

WHEREAS, the County operates PortMiami through the Miami-Dade County Seaport Department; and

WHEREAS, on February 17, 2021, the County entered into an Amended and Restated Development, Management, and Lease Agreement (the "Lease Agreement") with MSC Miami Cruise Terminal LLC ("MMCT") with a term of 62 years which obligated MMCT to design, construct, finance, operate, and maintain County-owned berths and a shared terminal complex that would service Berths 8, 9, and 10; and

WHEREAS, Berths 8 and 9 are the berths identified as such in the Port master plan, and Berth 10 is that berth directly east of Berth 9 with a length measuring approximately 1,250 linear feet; and

WHEREAS, under the Lease Agreement, MMCT would develop Berths 8 and 9, and the County would design, construct, operate, and maintain Berth 10 at a future date; and

WHEREAS, to service cruise passenger demand at the Port, the County now wishes to develop Berth 10 (the "Berth 10 Project"); and

WHEREAS, MMCT has engaged the Interim Firm to design and construct Berths 8 and 9, and the Interim Firm remains mobilized at Berths 8 and 9; and

WHEREAS, the County wishes for the Interim Firm to continue its design and construction work to include Berth 10; and

WHEREAS, during the term of this Agreement, the Interim Firm is willing to provide design services at Berth 10, as more specifically identified in Exhibit B to this Agreement, including designing a mooring bulkhead, a passenger concourse extension, and building facilities, as well as associated construction services to execute those designs, including dredging; and

WHEREAS, according to Section 255.20(1)(c)(10), Florida Statutes, the Miami-Dade County Board of County Commissioners (the "Board"), subject to certain conditions, may forgo competitive bidding where it determines that a construction contract is in the public's best



interest; and

WHEREAS, a contract with the Interim Firm is in the public's best interest because the Interim Firm is an appropriately licensed contractor that is uniquely qualified to undertake the Berth 10 project because it is currently under contract to perform affiliated work at Berths 8 and 9; and

WHEREAS the Berth 10 Project is a "qualifying project" under Section 255.065, Florida Statutes, insofar as the project is for a seaport facility; and

WHEREAS, Section 255.065, Florida Statutes, authorizes the County to enter into an interim agreement with the proposer of a qualifying project, which interim agreement does not obligate the responsible public entity to enter into a comprehensive agreement, and which interim agreement allows for the commencement of various project-related activities, including design and project planning and development, during the negotiation of a comprehensive agreement—the Project Agreement; and

WHEREAS, Section 2-8.2.6 of the Code of Miami-Dade County, Florida, contains analogous provisions to those in Section 255.065, Florida Statutes, incorporating the statutory definition of "qualifying project," and authorizing the County to enter into an interim agreement and early works "[b]efore or in connection with the negotiation of a comprehensive agreement . . . all in accordance with the provisions of section 255.065(6), Florida Statutes"; and

WHEREAS, the Parties anticipate that the use of an interim agreement in connection with the Berth 10 Project will afford the parties an opportunity to identify risks and, therefore, confirm the likely costs, to the contracting parties, thereby establishing a more accurate and vetted price for the Berth 10 Project; and

WHEREAS, the Parties have successfully negotiated and desire to enter into this Agreement to establish the framework for what the Parties expect to: (a) develop the details of the Project; (b) establish a productive and interactive working relationship between the Parties and other stakeholders; and (c) establish the parameters for the negotiation and Board review and approval of the Project Agreement; and

WHEREAS, Interim Firm is qualified and ready, willing, and able to perform the Services set forth in this Agreement, including good-faith negotiation of a Project Agreement;

NOW, THEREFORE, for and in consideration of the promises set forth below and other good and valuable consideration, the Parties agree as follows:

TERMS AND CONDITIONS

ARTICLE I

GENERAL

1.1 Incorporation of Recitals. The foregoing recitals are accepted as true and correct and incorporated as if set forth fully herein.

1.2 Agreement. This Agreement establishes the terms and conditions for the development and negotiation of the Project Agreement to accomplish the Project as such concepts may be revised and refined during the development and negotiation of the Project Agreement. The County also engages the Interim Firm to perform the Pre-Development Work for the Project as set forth in this Agreement, and Interim Firm hereby accepts such engagement subject to the terms and conditions of this Agreement. The Agreement incorporates this document and the following appendices by reference: **Exhibit A**, Definitions; **Exhibit B**, Scope of Work for Interim Agreement (the "Pre-Development Work"); **Exhibit C**, Mandatory Submittals and Submittal Schedule and County Acceptance Form; **Exhibit D**, Preliminary Project Schedule; **Exhibit E**, Key Personnel; **Exhibit F**, Requirements for Project Agreement, **Exhibit G**, Risk Reserve and Project Cost.

1.3 Definitions. Capitalized terms shall have the meanings set forth in Exhibit A. Other definitions appear throughout the Agreement.

1.4 Term. The term of this Agreement shall commence on the Effective Date and shall, subject to Sections 2.1.2, 2.1.5 and 2.1.5.1 below, expire upon the achievement of Commercial Close, which shall occur not later than twelve (12) months from the Effective Date (the "Initial Term"), unless extended (i) in accordance with the terms of this Agreement or (ii) by the County in its discretion (and such extension by the County under this Section 1.4 shall be for a single period not to exceed three (3) months) (as may be extended, the "Term"); provided, however, that if the Interim Firm executes a counterpart of the Project Agreement during the Initial Term, then the Term shall be automatically extended for a further period not to exceed one hundred twenty (120) days to obtain approval of the Project Agreement by the Board of County Commissioners. In addition to the foregoing, the Term shall expire upon the termination of this Agreement in accordance with Section 5.1.

ARTICLE II

SCOPE OF WORK

2.1 Pre-Development Work. Interim Firm is the Party contracting with the County. Interim Firm shall be primarily responsible to the County for the performance of all responsibilities in connection with the Pre-Development Work under this Agreement and assumes all responsibility for the Pre-Development Work under this Agreement, notwithstanding Interim Firm's representation of the existence of other team participants and related entities. Interim Firm shall be required to perform all work identified on Exhibit B, regardless of whether such work is separately identified on Exhibit C and vice versa. Interim Firm will appoint Atkins as its principal design consultant in connection with the Project

2.1.1 Performance. In furtherance of the Project, Interim Firm shall, during the Pre-Development Phase undertake, and proceed diligently to completion, the tasks identified as Pre-Development Work as set forth in Exhibit B. Interim Firm shall be solely responsible for the procurement, purchase or contracting necessary for the delivery and the County's acceptance of the Pre-Development Work. The Pre-Development Work shall be performed and completed in accordance with the Submittal Schedule set forth as Exhibit C. The County's acceptance of the Pre-Development Work shall be in writing and in the form or substantially similar to the form set forth in Exhibit C. Interim Firm shall assume any and all costs of the Pre-Development Work, subject only to the reimbursement obligations of the County in the manner set forth in this Agreement. Together with each submittal identified on Exhibit B, the Interim Firm shall be required to provide an update to the Preliminary Project Schedule that reflects the status of the Project, including any updates or changes to the timeline. The revised Preliminary Project Schedule shall be submitted in both a .pdf format and the native format of the scheduling software Primavera. The Interim Firm agrees to ensure that the revised schedule is accurate, complete, and reflects all work performed up to the date of submission, as well as any changes in project scope, sequence, or duration. The County has the option to provide comments to the schedule which the Interim Firm must reply to and address within 5 working days. The Interim Firm agrees that they shall submit a recovery strategy or revised schedule and a narrative showing how it intends to realign progress and maintain the overall project timeline provided that the costs of any such efforts to realign progress and maintain timeline shall not be to Interim Firm's costs where such delay was not caused by Interim Firm or by the principal design consultant or any of its subconsultants. During the execution of the Agreement, the Contractor shall develop a Guaranteed Maximum Price for final design and construction based on open-book pricing and the percentage markup submitted in the Agreement proposal. This information will be used in the Project Agreement. Open book pricing GMP will include, a minimum of three 3 quotes for each sub-scope of work, with a well define breakdown of scope and labor as well as materials.

2.1.2 Submittal Schedule. Interim Firm shall perform the Pre-Development Work in accordance with the Submittal Schedule set forth as Exhibit C in so far as they apply. The Interim Firm will be entitled to a fair and reasonable extension of time for Interim Firm to provide the Submittals identified in Exhibit C (and there will be an equivalent extension of time to the Initial Term) in the event of any delay to or prevention of the Interim Firm's ability to carry out the Pre-Development Work for any reason beyond its reasonable control (including where additional work has been requested or instructed or where there has been a delay in the access to portions of the site not under control of the Interim Firm. Where such delay or prevention is the result of active interference by the County, the Interim Firm shall be entitled to additional compensation for each day of delay based on the Liquidated Indirect Cost Rate. Otherwise, there shall be no monetary compensation associated with any extension of time granted by the County. The Payment Milestone under Section 3.1.2 shall be adjusted in accordance with the County's extension.

The Submittal Schedule approach shall be updated monthly and address the following, at a Minimum:

1. Systems that will be used to keep track of the project schedule, cost control, and quality assurance,
2. Process to mitigate and correct cost overruns, project delays, and quality control issues.
3. Include Cost Estimating and schedule submissions on a design milestones basis.

The minimum information to be included in the summary schedule of anticipated significant milestones and their associated phasing is as follows:

1. Site Surveys and Investigations (geotechnical, topographic, bathymetric, etc.)
2. Permitting
3. Design Milestones for the Project
4. Proposed marine berth structure fabrication, delivery, and installation milestones for the Project
5. Construction to achieve substantial completion the berth in the allotted timeframe period and balance of Work to achieve final completion
6. Seabed dredging/excavation or site preparation, as applicable
7. Utility Relocations, Installations, and Removals
8. Construction of concourse extension
9. Construction of the provision building
10. Construction of the roadway and related features
11. Substantial and Final Completion Dates for each berth
12. Final Completion Date for all Work

2.1.3 Performance Standard. All of the services performed by Interim Firm under this Agreement shall be performed in accordance with Good Industry Practice and in accordance with Applicable Law and industry standards. The reports, studies, drawings and specifications, electronic models and other products and Submittals prepared by Interim Firm under this Agreement shall be in accordance with Good Industry Practice. No Submittal shall be deemed completed until approved by the County. Interim Firm shall perform all work required under this Agreement in a manner that would not interfere with or disrupt operations at PortMiami, including by restoring work areas scheduled or necessary for use in connection with PortMiami's operations (including, but not limited to, cruise operations) and all, if any, required environmental permits and licenses. The obligation to ensure continuous and uninterrupted operations at PortMiami is of paramount importance, and all of Interim Firm's obligations under this Agreement shall be performed in a manner that is consistent with that objective.

2.1.4 Access. To exercise its rights and perform its obligations under this Agreement, the Interim Firm shall have the right to enter onto and engage in the activities contemplated under this Agreement on those portions of the Project Site that are under the control of the Parties. The Interim Firm shall be responsible for obtaining access to portions of the site that may not be under such control as necessary to perform its work under this Agreement. Such access may require security clearances, and it shall be Interim Firm's responsibility to apply for, obtain, and pay for any such required security clearances. The County will cooperate with the Interim Firm in obtaining such third-party approvals. Request for access to the Project Site will require a minimum of 72 hours' written notice to be provided to the County to coordinate with any stakeholders.

2.1.5 Additional Work. The County may add to or change the Pre-Development Work with the consent of the Interim Firm if memorialized in a change order. The County shall notify the Interim Firm in writing of its intention to add to or change the Pre-Development Work and the Interim Firm will notify the County in writing of the impact to the Interim Amount set forth in Section 3.1 and/or the Submittal Schedule and/or the Term. The Parties shall memorialize any change to the Pre-Development Work in a signed change order, reflecting the agreed-upon adjustments to the Interim Amount set forth in Section 3.1 and/or the Submittal Schedule and/or the Term. To the extent Additional Work impacts the Preliminary Project Schedule, an amendment to the Preliminary Project Schedule shall be submitted and approved with the aforementioned change order. If the Interim Firm believes any direction or instruction from the County amounts to a change to the Pre-Development Work, the Interim Firm will notify the County in writing and the Interim Amount set forth in Section 3.1 and the Submittal Schedule and the Term shall be equitably adjusted upon consensus of both Parties.

2.1.5.1 Change Orders. Changes in the Pre-Development Work may be initiated by the issuance of a Change Notice by the County. The Interim Firm shall submit a proposal to the County for its review within a reasonable time after receipt of a Change Notice, which will include the Interim Firm's assessment of the impact on the Interim Amount set forth in Section 3.1 and/or the Submittal Schedule and/or the Term. The Interim Firm shall maintain this proposal, for acceptance by the County, for a minimum of thirty (30) calendar days after submittal. The Interim Firm shall not be compensated for effort expended in preparing and submitting price quotes. Any claim for payment of additional work that is not covered by a change order will be rejected by the County.

(a) Markups: Self-Performed Additional Work. For additional work performed by the Interim Firm's own forces, the Interim Firm agrees that its proposed cost to perform said additional work will in no event include a combined overhead and profit rate in excess of twelve percent (12%).

(b) Markups: Additional Work Performed by Subcontractors. For additional work performed by a subcontractor's own forces or any sub-tier subcontractor, the Interim Firm agrees that the combined proposed cost to perform said additional work will in no event include a combined overhead and profit rate in excess of twelve percent (12%). Note that only one (1) 12% mark-up is allowed for all subcontractors of all tiers and, to further clarify, a 12% mark-up is not allowed for each subcontractor in each tier. The Interim Firm may then add five percent (5%) times the subcontractor's or sub-tier subcontractor's actual direct cost (i.e. no mark up on mark ups) as direct compensation for the Interim Firm's overhead, profit, and all other costs associated with the subcontractors work at all tiers.

(c) Insurance. Actual insurance costs may be added to establish the total amount of the change order, upon satisfactory evidence that the extra costs for insurance were incurred (and not avoidable) and that the increased insurance coverages were in fact obtained by the Interim Firm for the County's benefit. No markups are permitted on insurances or bonds on any tier subcontractor.

2.1.5.2 Risk Reserve. On top of the Base Contract Amount there is an amount for certain

risks in performing the Pre-Development Work namely the "Risk Reserve" as indicated in the Exhibit G. Use of the Risk Reserve shall, subject to this Section 2.1.5.2, be at Interim Firm's reasonable discretion consistent with the terms of this Agreement and shall be used to cover unanticipated and/or unquantifiable design and construction costs that are properly reimbursable as a cost of the work and not attributable to the Interim Firm negligence. In the event the Interim Firm seeks to access the Risk Reserve for a permitted reason, the Interim Firm shall submit a written request to the County, together with reasonable supporting documentation detailing the cost and time impact of the event. The County's concurrence shall not be unreasonably withheld, delayed, or conditioned, and shall relate solely to entitlement and not to the amount of compensation payable to the Interim Firm for the occurrence giving rise to the request. Amounts authorized from the Risk Reserve shall be invoiced in accordance with Section 3.1.2 on the basis of total incurred cost plus the applicable markup under this Agreement. Any unused contingency or allowance amounts shall remain with the County and shall not be payable except as otherwise expressly provided herein.

2.2 Design Work. Interim Firm agrees and acknowledges that any design work performed during the Agreement shall, to the extent it is not "Background Information," become the property of the County, inclusive of all rights to reproduce, modify, disseminate, or assert any type of right consistent with the full and unencumbered ownership of such design work, as if such work had been performed by the County itself. Such rights shall survive the termination of this Agreement, regardless of the cause of such termination. Any modifications made to design work or other deliverables by the County, or anyone working for the County, without the written permission of the Interim Firm and its engineer consultant shall be at the County's sole risk. Interim Firm further agrees that any design work performed by it pursuant to this Agreement may, upon termination of this Agreement in accordance with Section 5.1, be utilized by other firms continuing such design or performing work of any kind in connection with the Berth 10 Project who shall be intended third-party beneficiaries with rights of enforcement of any breaches of Interim Firm's duties hereunder or the applicable standard of care. The foregoing use by other firms shall be subject to the terms of this Section 2.2. The Interim Firm will grant to the County a license to use the design work with no charge only in case the parties will not reach an agreement for the construction works (Project Agreement). The Interim Firm hereby grants to the Licensee, the County, a non-exclusive, perpetual, irrevocable, royalty-free, and transferable license, with the right to sublicense, assign, and otherwise convey such rights, to use, reproduce, modify, adapt, display, distribute, and create derivative works from any and all work developed, prepared, or provided under this Agreement, in any manner and for any purpose whatsoever. This license shall survive termination or expiration of this Agreement and shall not be subject to revocation, cancellation, or limitation for any reason. The County shall have unrestricted license and usage rights in perpetuity, including the right to transfer or assign such rights to any successor, affiliate, or third party without additional consent or compensation.

Furthermore, the Interim Firm shall not enter into, and shall not enforce, any agreement, covenant, or understanding that restricts or prevents any subcontractor, consultant, designer, or other third party engaged by the Interim Firm from performing work or providing services directly to the County, or to any other entity, independently of the Interim Firm.

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Interim Firm 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 Interim Firm agrees to grant, without charge, a license to use such Background Information to the County (who may sublicense to its other designers and contractors, as necessary) to perform any work in connection with the Berth 10 Project.

2.2.1 Design Contract Collateral Agreements. The Interim Firm shall include in all third-party contracts with architects and engineers a collateral assignment agreement in favor of the County which allows the County, upon notice to the contracting party, to step into the shoes of the Interim Firm in the event of the termination of this Agreement pursuant to Section 5.1(c). The collateral assignment shall not be contingent upon the County's payment to the third-party contractor for any services delivered under the direction of the Interim Firm. The Interim Firm will remain liable to the contracting party for any claims that arose prior to the date of the collateral assignment.

2.3 Negotiation of Project Agreement. The Parties shall negotiate in good faith with the objective of achieving Commercial Close within the timeframe provided in this Agreement. To the extent the Parties reach an agreement resulting in a Project Agreement, this Agreement shall be superseded and replaced by the Project Agreement once the Project Agreement is executed. The Parties' obligation to negotiate shall entail a good faith effort to reach an agreement, at a minimum, on the terms generally described in Exhibit F to this Agreement. The Interim Firm shall not be entitled to compensation in connection with the negotiation of the Project Agreement, it being understood by the Parties that the Interim Firm shall only be entitled to compensation, in the amount agreed in this Agreement, for the performance of the Pre-Development Work.

2.3.1 No Right to Project Agreement. Interim Firm acknowledges and agrees that neither this Agreement nor the approval of any Pre-Development Work by the County, nor any performance of such work nor expenditure on any monies thereon shall grant or shall be deemed to have granted any rights in Interim Firm to enter into the Project Agreement, and the County's approval of the Project Agreement rests in the sole legislative discretion of the Board of County Commissioners of the County as set forth in Sec. 2-8.2.15 of the Code of Miami-Dade County.

2.4 Duty to Cooperate. The Parties agree to cooperate with each other, and to exercise reasonable efforts to cause their respective contractors to cooperate with each other fairly, reasonably and in good faith in all respects and to identify and coordinate their efforts and interfere as little as possible with each other's activities being undertaken with respect to the Project. The foregoing obligation to cooperate shall not require the County to expend funds, other than as expressly provided in this Agreement or, to accommodate the activities of the Interim Firm under this Agreement, to relocate vessels and modify berthing schedules.

2.5 Employment of Personnel. The Interim Firm shall retain, employ and utilize the individuals listed as Key Personnel in Exhibit E until such time as all relevant activities have been completed. Interim Firm shall not substitute any such individuals, except due to retirement, death, disability, incapacity or (voluntary or involuntary) termination of employment or, with the prior consent of the County. The County will not unreasonably withhold, delay or condition

such substitution if the proposed substitute possesses equal or greater experience, skill, knowledge and professional expertise in the relevant field.

2.5.1 Replacement of Key Personnel. The Interim Firm shall notify the County in writing of any proposed replacement for any Key Personnel Position. The County shall have the right to review the qualifications and character of any proposed replacement and to approve or disapprove the same prior to the commencement of any of the work by such replacement individual.

2.5.2 Licensure of Key Personnel. The Interim Firm shall cause each individual filling a Key Personnel position to maintain active all required licenses and continuing education requirements and to dedicate the full amount of time necessary for the proper prosecution of the work under this Agreement.

2.5.3 Contact Information. The Interim Firm shall provide the County with office telephone and cell phone numbers and email addresses for all Key Personnel. Interim Firm shall provide to the County two (2) Key Personnel who the County can contact twenty-four (24) hours per day, seven (7) days per week as required, and who will have access to contact other Key Personnel as necessary.

2.6 Nature of Relationship to County. Interim Firm is an independent contractor retained by the County to perform the Pre-Development Work or remain on standby for same. Interim Firm is not authorized to act as an agent for or to undertake, direct, or modify any contracts on behalf of the County. Interim Firm does not have any authority to bind the County to any contract with third parties.

2.7 Regulatory Compliance. The Interim Firm shall hold all licenses and/or certifications, and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Interim Firm for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Interim Firm. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Interim Firm prior to authorizing work and as needed.

ARTICLE III

COMPENSATION AND INSURANCE REQUIREMENTS

3.1 Amount. Interim Firm agrees to perform the Pre-Development Work for no compensation other than the not-to-exceed amount of \$13,412,600.00 (the "Interim Amount" or "Base Contract Amount") together with payment for any additional work approved in writing in a signed change order or through a force account directive; provided, however, that in the case of additional or force account work, the Interim Firm shall not be entitled to payment for work exceeding the Interim Amount (plus available contingency/allowance account funds) unless such expense is approved in advance by the Board of County Commissioners acting in its full legislative discretion. Except as provided in Section 5.3, Interim Firm shall not be entitled to any compensation for any portion or sub-portion of the Pre-Development Work that is not performed. Further, Interim Firm shall not be entitled to any payment for lobbying or legal

services or any other category of expense that is not directly and immediately necessary for the performance of the Pre-Development Work.

3.1.2 Payment Milestones. Interim Firm shall submit invoices for compensation on a monthly basis, and County shall be required to pay Interim Firm based on a percentage of completion of each of the deliverables required under Exhibit C. Interim Firm shall not be entitled to compensation for any work performed or time expended in connection with the negotiation of the Project Agreement, it being understood that the only compensation payable to Interim Firm shall be for the completion of the submittals identified in Exhibit C, subject to the maximum deliverable cost identified in Exhibit C. The County may request such documentation as is reasonably necessary (in the County's determination) to support the compensation sought in each respective invoice. The payment shall be due within 30 days from date that the approved invoice is received by the County. The County shall have an Invoice Review Period of 20 days from the date of receipt of each properly submitted invoice to review and either approve or reject the invoice, in whole or in part. Any rejection shall be made in writing and shall specify the basis for disapproval and the amount in dispute.

3.1.3 Contingency/Allowance Accounts. The County may establish contingency/allowance accounts, which may be used to fund the cost of additional work or permit fees. The unexpended amounts in the contingency/allowance accounts shall remain with the County and the Interim Firm shall have no claim to the same.

3.2 No Additional Compensation. Except as specifically provided in this Agreement, each Party shall be responsible for and bear its own costs and expenses incurred during and as a result of performing its activities, obligations and negotiations pursuant to this Agreement.

3.3 Insurance and Indemnification.

3.3.1 Indemnification. Interim Firm shall indemnify, and hold harmless the County and its officers, employees from liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the County or its officers, employees may incur as a result of third party claims, to the proportional extent resulting from the negligent performance of this Agreement by Interim Firm or its employees, agents, servants, partners principals or subcontractors. Interim Firm expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Interim Firm shall in no way limit the responsibility to indemnify as herein provided.

3.3.2 Certificates of Insurance. Upon County's notification, Interim Firm shall furnish to the Strategic Procurement Department, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

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INDEMNIFICATION AND INSURANCE

Interim Firm shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by Interim Firm or its employees, agents, servants, partners principals or subcontractors. Interim Firm shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Interim Firm expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Interim Firm shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Interim Firm shall obtain and keep in force and/or cause its contractors to obtain and keep in force, the following policies of insurance as required for the project, in accordance with the terms of this agreement.

In accordance with the terms of this agreement the Interim Firm shall furnish to **Miami-Dade Seaport Department (1015 N. America Way, Miami, Florida 33132)**, Certificate(s) of Insurance evidencing insurance coverage that meets the requirements outlined below:

- A. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- B. Commercial General Liability/Marine Liability Insurance in an amount not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate, not to exclude Products & Completed Operations and Diving Services coverage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Worker's Compensation Insurance for all employees of the Interim Firm and/or subcontractors as required by Florida Statute 440 and Employers Liability Insurance for all employees having coverage limits of \$1,000,000 for each accident, \$1,000,000 for disease (each employee), and \$1,000,000 for disease (policy limit).
 - a. Should include coverage required under the U.S. Longshoremen and Harbor Workers' Act (USL&H) and/or Jones Act for any activities on or about navigable water and covering any masters or members of crew, as applicable.
- D. Protection & Indemnity 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 \$1,000,000 per occurrence. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- E. Professional Liability or Errors & Omissions Insurance in the name of the Interim Firm 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 \$5,000,000 per claim. For licensed professionals subcontracted by the Interim Firm 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, coverage shall not be less than \$1,000,000 per claim.

- a. If any required insurance purchased by the Interim Firm and/or lead Design Firm is issued on a 'claims made' basis, the claims made coverage must have an extended reporting or discovery "tail" period of not less than seven years after the project completion date and shall have a retroactive date prior to the date of first design.

Pollution Liability Insurance in an amount not less than \$1,000,000 per occurrence covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest

***Excess/Umbrella Liability may be used to supplement minimum liability coverage requirements. Follow form basis is required if providing Excess Liability.**

NOTE: The Risk Management Division of Miami-Dade County People and Internal Operations 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 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve Interim Firm of this liability and obligation under this section or under any other section in this Agreement.

3.3.3 Insurance Contingency. Insurance documents are required, within ten (10) business days of the award of this Agreement. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, Interim Firm shall have an additional five (5) business days to submit a corrected certificate to the County. If Interim Firm fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the County is entitled to put in place the relevant insurance(s) itself for so long as the Interim Firm has not, and such replacement insurance(s) shall be at the Interim Firm's cost.

3.3.4 Continuing Obligation. Interim Firm shall ensure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Agreement, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Agreement, Interim Firm shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. If expired Certificates of Insurance are not replaced or renewed to cover the Agreement period, the County may put in place the relevant insurance(s) itself for so long as the Interim Firm has not, and such replacement insurance(s) shall be at the Interim Firm's cost.

ARTICLE IV **REPRESENTATIONS AND WARRANTIES**

4.1 Interim Firm's Representations and Warranties. The Interim Firm hereby represents and warrants to the County that:

(a) It is a legal entity organized and existing under the laws of the State of Florida and has the requisite power and all required licenses to carry on its present and proposed activities, and has full power, right and authority to execute and deliver this Agreement, and to perform each and all of the obligations provided for herein. The Interim Firm is duly qualified to do business, and is in good standing, in the State of Florida.

(b) The execution, delivery and performance of this Agreement has been duly authorized by all necessary actions of the Interim Firm; each person executing this Agreement on the Interim Firm's behalf has been duly authorized to execute and deliver each such document on its behalf; and this Agreement has been duly executed and delivered by the Interim Firm.

(c) Neither the execution and delivery by the Interim Firm of this Agreement nor the consummation of the transactions contemplated hereby, is in conflict with or has resulted or will result in a default under or a violation of the organizational documents of the Interim Firm or any other material agreements or instruments to which it is a party or which are binding on the Interim Firm or any of their property or assets or in a material default or violation of any Applicable Law.

(d) This Agreement constitutes the legal, valid and binding obligation of the Interim Firm, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors

generally and the general principles of equity.

(e) There is no action, suit, proceeding, investigation or litigation pending or served on the Interim Firm or, to its knowledge, threatened that (i) would reasonably be expected to have a material adverse effect on the ability of the Interim Firm to perform its obligations under this Agreement or (ii) challenges Interim Firm's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of the Interim Firm's representative executing this Agreement.

4.2 County Representations and Warranties. The County hereby represents and warrants:

(a) The County is a political subdivision of the State of Florida and has the right and authority to execute, deliver and perform each and all of the obligations of the County set forth in this Agreement.

(b) The execution, delivery and performance of this Agreement have been duly authorized by all necessary actions of the County; each person executing this Agreement on the County's behalf has been duly authorized to execute and deliver each such document on the County's behalf; and this Agreement has been duly executed and delivered by the County.

(c) Neither the execution and delivery by the County of this Agreement nor the consummation of the transactions contemplated hereby, is in conflict with or has resulted or will result in a default under or a violation of the County Code or any other material agreements or instruments to which it is a party or which are binding on the County or any of its property or assets or in a material default or violation of any Applicable Law.

(d) This Agreement constitutes the legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity including, without limitation, the doctrine of sovereign immunity.

(e) There is no action, suit, proceeding, investigation or litigation pending or served on the County or, to the County's knowledge, threatened which (i) would reasonably be expected to have a material adverse effect on the ability of the County to perform its obligations under this Agreement or (ii) challenges the County's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement, or which challenges the authority of the County's representative executing this Agreement.

ARTICLE V

TERMINATION

5.1 Term and Termination. This Agreement shall terminate upon the date of the first occurrence of the events described below (the "Termination Date"):

(a) Commercial Close of the Project Agreement;



(b) For convenience, by the County, upon thirty (30) business days' written notice to the Interim Firm;

(c) Interim Firm's failure to perform any of its material obligations hereunder and such failure continues for thirty (30) business days after written notice from the County has been received, and if such failure is not capable of being cured within such 30 business day period or such other longer period as is reasonable in the circumstances given the nature of the failure, if Interim Firm has not commenced to cure within such period and thereafter diligently pursued the same and the cure is not effected as promptly as possible and County has given written notice of termination for such failure;

(d) County's failure to perform any of its material obligations hereunder (including payment any sums owed to the Interim Firm in accordance with this Agreement) and such failure continues for thirty (30) business days after written notice from the Interim Firm has been received; or

(e) Without limiting the County's right to terminate for convenience under sub paragraph (b), the County shall be entitled to terminate for convenience in the event the Board fails to ratify this Agreement pursuant to section 2-8.2.15(6) of the Code of Miami-Dade County. In such event, the Interim Firm shall be entitled to Breakage Costs, subject to the limitation contained in section 5.3 of this Agreement. In no event shall the Interim Firm be entitled to recover lost profits or other consequential or indirect damages.

5.2 Interim Firm's Duty Upon Termination. In the event of any termination of this Agreement, Interim Firm shall cooperate in all respects with the County, and Interim Firm's duty to cooperate with the County and comply with its obligations under this Section 5.2 shall not be contingent on Interim Firm's receipt of payment from the County of any disputed amounts. Such cooperation shall include, but not be limited to, delivery of Submittals, drawings, specifications and any and all documents, and correspondence received from its architects and engineers.

5.3 County's Obligations Upon Termination. In the event of termination of this Agreement by the County pursuant to Sections 5.1 (b) or (d) , the County shall pay to the Interim Firm, within thirty (30) business days of such termination, for all Pre-Development Work performed up to the date of termination, including for work product produced, together with reasonable and Breakage Costs not to exceed ten percent (10%) of the Interim Amount. In the event of any termination pursuant to Section 5.1(a), the Interim Firm shall be paid any outstanding costs for the Pre-Development Work upon Commercial Close, unless the Parties reach a contrary agreement in connection with their entry into the Project Agreement. In the event of any termination pursuant to Section 5.1(d), the Interim Firm is also entitled to any additional direct costs, losses and expenses incurred by it as a result of the termination; provided, however, that the aggregate value of costs incurred due to the termination shall be capped at ten percent (10%) of the Interim Amount. Notwithstanding the County's basis for terminating this Agreement, the County reserves the right to proceed with the design and construction of the Project using any design and construction contracting method available to it, including those developed by the Interim Firm. Interim Firm agrees, during the course of the Agreement but not afterwards, to maintain plans and specifications, and other Project related documentation

consistent with industry standards to allow for use by other contractors or through means other than the Project Agreement, subject always to Section 2.2 of this Agreement.

5.4 Limitation on Interim Firm's Relief. With respect to any breach of this Agreement by the County, the Interim Firm agrees that it shall not be entitled to any form of equitable or injunctive relief that would preclude the County from contracting with another firm for any scope covered by either the Agreement or to be covered by any Project Agreement; provided, however that the foregoing does not limit or prejudice the Interim Firm's ability to recover damages or any other appropriate remedy under this Agreement or at law, other than for lost profits or as otherwise waived under this Section 5.4 and Section 5.4.1. Interim Firm further agrees that the right to monetary recovery shall be limited to breaches by the County for non-payment and, in such case, monetary recovery shall be limited to the amount of non-payment, plus any markup that the Interim Firm would have earned in the fifteen (15) days following the termination of the Agreement.

5.5 Waiver of Consequential Damages. Both Parties expressly waive claims against each other for indirect, incidental or consequential damages, loss of use, income, financing, business or reputation.

5.6 Limitation on Interim Firm's Liability. Notwithstanding any other provision in this Agreement, the Interim Firm's total liability (other than in respect of any liability that cannot be limited under the governing law or in the event of willful misconduct) for any claim or matter under or in connection with this Agreement (including without limitation under or pursuant to any duty to defend or indemnify) shall not exceed 70% of the Amount set out at article 3.1 in the Interim Amount. In no event the Interim Firm will be liable for any type of consequential, special and indirect damages.

ARTICLE VI

MISCELLANEOUS

6.1 Notices. All notices required or permitted under this Agreement 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 Interim Firm**

Page 16 of 26

Attention:

Phone:

E-mail:

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

6.2 Dispute Resolution.

6.2.1 All services shall be performed by the Interim Firm to the reasonable satisfaction of the Director of the Seaport Department (the "Seaport Director") who shall decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder, and the character, quality, amount and value thereof. In the event the Interim Firm and County are unable to resolve their differences concerning any determination made by staff or any dispute or claim arising under or relating to the Agreement, either the Interim Firm or County may initiate a dispute in accordance with the procedure set forth in this Section. Nothing contained herein shall authorize the commencement of dispute resolution proceedings based on the failure to reach an agreement as to the Project Agreement, except that the County shall be permitted to challenge whether the Interim Firm participated in good-faith negotiations as required under this Agreement.

6.2.2 The Parties hereby authorize the Seaport Director or Seaport Director's designee to decide all questions, disputes or claims of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement. The Seaport Director or designee shall be fair, reasonable and objective in his or her review of the evidence and show no partiality to either County or Interim Firm. The Seaport Director or Seaport Director's designee shall issue a reasoned, written decision showing the logic, analysis, and legal basis behind their decision. This decision shall be conclusive, final and binding on the parties, subject only to the limited right of review specified below. The parties hereto further agree that, upon timely request under this Section, both the Interim Firm and County are entitled to a hearing before the Seaport Director or Seaport Director's designee at which both Interim Firm and the County may present evidence and live testimony. The proceedings shall be recorded or transcribed, at the expense of the initiating party, and shall be conducted on an informal basis, with hearsay evidence being admissible.

6.2.3 If either party wishes to protest the determination of the Seaport Director or Seaport Director's designee, such party may commence proceedings in accordance with this subsection.

6.2.3.1 Voluntary Trial Resolution. Any dispute or claim between the Parties under this Agreement shall be submitted to voluntary trial resolution by a retired Miami-Dade County judge and otherwise in accordance with Section 44.104, Florida Statutes ("ADR"). Either Party may initiate ADR by written notice to the other Party, identifying the claim or dispute and the specific sections of this Agreement under which it arises ("an ADR Election Notice").

6.2.3.2 ADR Procedure. The Parties agree that: (i) the speedy resolution of

any disputes or claims between them pursuant to this section is a mutual and material inducement to enter into this Agreement, provided that dispute resolution proceedings shall not be scheduled or conducted in a manner that would, in the County's judgment, disrupt the timely delivery of the Work; (ii) the Party initiating and filing for voluntary trial resolution shall pay all filing fees associated therewith; (iii) each Party shall pay one-half of the cost of the trial resolution judge and court reporter required for the proceedings; (iv) each Party, in any such proceedings, shall pay for its own costs and expenses incurred in the prosecution and defense, as applicable, of any dispute or claim filed hereunder, including attorneys' fees and costs; and (iv) voluntary trial resolution pursuant to this section is intended to be the sole and exclusive dispute resolution mechanism of the Parties with respect to disputes or claims between them under this Agreement. The Parties' sole avenue for equitable or monetary relief shall be through the ADR process described in this Section 6.2. Without limiting the foregoing:

a. With respect to any voluntary trial resolution hereunder and regardless of any contrary provision of law, (i) such trial shall be conducted by a retired Miami-Dade County judge having no less than 5 years' Civil Division experience in such judge's final 10 years of his/her tenure; (ii) the Parties hereby expressly retain all appeal rights afforded by law in proceedings conducted under Section 44.104, Florida Statutes; and (iii) if the Parties are unable to agree upon and appoint a retired judge within 30 days from the effective date of ADR Election Notice, then either Party may submit a request to the court for the appointment of the voluntary trial resolution judge pursuant to Section 44.104(4). Pending the appointment of voluntary trial judge under ADR, either Party, where warranted under the circumstances, may petition the appropriate court sitting in Miami-Dade County Florida for injunctive relief until the matter can be resolved pursuant to the ADR procedures described above.

b. The voluntary trial judge shall be bound by the provisions of this Agreement and shall not have the power to add to, subtract from or otherwise modify such provisions, and shall consider only the specific issues submitted to him/her for resolution.

c. Within 10 days of the selection of a trial resolution judge, the trial resolution judge shall be required to consult with the Parties and issue a trial schedule setting forth deadlines for discovery, dispositive motions and the final hearing, which final hearing shall occur no later than 180 days after the selection of the trial resolution judge. Unless otherwise agreed to by both Parties in advance and in writing, the final hearing shall not exceed two days in length, with one day allotted to each Party to present its case, including any opening and closing arguments.

d. The trial resolution judge shall issue written findings and conclusions of law within thirty (30) days after the trial resolution hearing. The sole issues before the trial resolution judge shall be whether the Seaport Director or designee's decision was (a) consistent with Florida law and (b) reasonable in light of the competent evidence presented to the Seaport Director or designee. The Seaport Director's decision will be deemed reasonable if it is supported by substantial competent evidence and falls within the range of possible and acceptable outcomes that are defensible in light of the competent evidence presented to the County.

6.2.4 Pendency of Dispute. Pending final decision of a dispute hereunder, both Parties shall proceed diligently with the performance of the Agreement and in accordance with

the Seaport Director or Seaport Director's designee interpretation. Any claim by the Interim Firm shall be certified in accordance with the County's False Claims Ordinance.

6.3 Vendor Registration and Conflict of Interest and Code of Ethics. Interim Firm shall be a registered vendor with the County –Strategic Procurement Department, for the duration of this Agreement.

6.3.1 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 contract 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 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 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.

6.3.2 The Interim Firm 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 Agreement.

(b) There are no undisclosed persons or entities interested with the Interim Firm in this Agreement. This Agreement is entered into by the Interim Firm without any connection with any other entity or person making a proposal 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 Interim Firm directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

(ii) is an employee, agent, advisor, or consultant to the Interim Firm, or to the best of the Interim Firm's knowledge any subcontractor or supplier to the Interim

Firm's knowledge.

(c) Neither the Interim Firm, nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Interim Firm shall have an interest which is in conflict with the Interim Firm's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Interim Firm 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 Article are supplemental to, not in lieu of, all Applicable Law with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

(e) In the event Interim Firm 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, Interim Firm shall promptly bring such information to the attention of the County's Project Manager. Interim Firm shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Interim Firm receives from the Project Manager in regard to remedying the situation.

6.4 Private Sector Inspector General. 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 Interim Firm shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Interim Firm'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 Interim Firm 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 Interim Firm in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Interim Firm or any third party.

6.5 Inspector General. 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 Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Interim Firm. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility

rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue- generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3- 38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. *Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.*

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Interim Firm as well as its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Interim Firm from the Inspector General or IPSIG retained by the Inspector General, the Interim Firm shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Interim Firm's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

6.6 Compliance with Laws. Interim Firm agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement. The obligation to comply with all applicable laws shall apply whether the applicable law was enacted in the exercise of either regulatory or proprietary authority. Notwithstanding any other provision of this Agreement, Interim Firm shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such

action or abstention would, in the good faith determination of the Interim Firm, constitute a violation of any law or regulation to which Interim Firm is subject, including but not limited to laws and regulations requiring that Interim Firm conduct its operations in a safe and sound manner.

6.7 Non-Discrimination.

6.7.1 Compliance. During the performance of this Agreement, Interim Firm agrees to not discriminate against any employee or applicant in any manner prohibited by federal law or the laws of the State of Florida and will take any affirmative action required under federal or Florida law to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

6.7.2 Existing Violations. By entering into this Agreement, the Interim Firm attest that they are not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Interim Firm or any owner, subsidiary or other firm affiliated with or related to the Interim Firm is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void as between the County and the relevant Party if the Interim Firm submits a false affidavit pursuant to this Resolution or the Interim Firm violates the Act or the Resolution during the term of this Agreement, even if the Interim Firm was not in violation at the time it submitted its affidavit.

6.8 Public Communications. Under no circumstances shall the Interim Firm without the express written consent of the County, or as may be required by law:

(a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Interim Firm first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

(b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except insofar as is required in order to carry out the Pre-Development Work and Services and otherwise to comply with its obligations under and pursuant to this Agreement or otherwise with the prior written approval and instruction of the County (and the Interim Firm may share and disclose such information about the Agreement, the Project, and the Pre-Development Work and Services as may be reasonably necessary from time to time with its professional advisers and insurers); and

(c) Except as may be required by law, the Interim Firm and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Interim Firm or such parties has been approved or endorsed by the

County.

6.9 Bankruptcy. Either party may terminate this Agreement, if, during the term of this Agreement, the other party becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of that party under federal bankruptcy law or any state insolvency law. Such termination shall be a termination pursuant to Section 5.1(c) or 5.1(d) as applicable.

6.10 Governing Law. This Agreement, including appendices, and all matters relating to this Agreement (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to any conflict-of-laws provisions that would result in the application of the law of another jurisdiction. For any dispute between the Parties arising out of or relating to this Agreement, venue shall be proper only in Miami-Dade County.

6.10.1 Severability. If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

6.11 Public Records. The Interim Firm and its subcontractors and consultants shall comply with the Public Records Laws of the State of Florida, including by 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, F.S., 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 Interim Firm 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 and conditions of the Agreement.

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 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 this Agreement; 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 THE INTERIM FIRM HAS QUESTIONS CONCERNING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE INTERIM FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 347-4827; LUIS.GONZALEZ4@MIAMIDADE.GOV; MIAMI-DADE SEAPORT DEPARTMENT, HUMAN RESOURCES DIVISION, 1080 CARIBBEAN WAY, MIAMI, FLORIDA 33132, SUITE 500

6.12 County's Rights as Sovereign.

6.12.1 Notwithstanding and prevailing over any contrary provision in this Agreement, it is expressly understood that the County retains all of its sovereign prerogatives and rights as a county under Florida laws and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature. The County shall not by virtue of this Agreement be obligated to grant Interim Firm any approvals of applications for building, zoning, planning, improving, equipping, or development under present or future laws and ordinances of whatever nature.

6.12.2 Any County covenant or obligation that may be contained in this Agreement shall not bind the Board of County Commissioners, any zoning appeals board, the Department of Regulatory and Economic Resources of Miami-Dade County or any other County, local, federal or state department, authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the applicable County or other applicable governmental entities in the exercise of its police power; and the County shall be released and held harmless by Interim Firm from any liability, responsibility, claims, consequential or other damages, or losses to Interim Firm or to any third parties resulting from denial, withholding, or revocation (in whole or in part) of any zoning or other changes, variances, permits, waivers, amendments, or approvals of any kind or nature whatsoever.

6.13 Assignment. Neither party shall assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the other party.

6.14 Entire Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not

contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. The Parties also represent and warrant that they have not been induced, fraudulently or otherwise, into signing this Agreement by any warranty, representation, promise, covenant or agreement made by or on behalf of any party or other party, other than is specifically set forth in this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both Parties hereto or their authorized representatives.

6.15 Survival. The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Interim Firm and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

6.16 E-Verify. By entering into this Agreement, Interim Firm 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." Interim Firm 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 Interim Firm employees; (b) it has required all subcontractors to this Agreement 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 Agreement 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 Agreement. Registration information is available at: (<http://www.uscis.gov/e-verify>). If County has a good faith belief that Interim Firm has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this Agreement in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination Interim Firm 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 Interim Firm 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 Interim Firm has otherwise complied with its requirements under those statutes, then Interim Firm 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, Interim Firm, or subcontractor no later than twenty (20) calendar days after the date of contract termination.

6.17 Human Trafficking. By entering into, amending, or renewing this Agreement, including Interim Firm is obligated to comply with the provisions of Section 787.06, Florida Statutes, "Human Trafficking," as amended, which is incorporated by reference into this Agreement. All definitions and requirements from Section 787.06, F.S., apply to this Agreement. This compliance includes Interim Firm providing an affidavit that it does not use coercion for

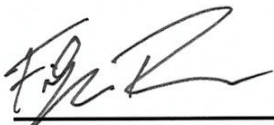
labor or services. This attestation by the Agreement shall be in the form attached to this Agreement as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by Interim Firm and provided to the County when entering, amending, or renewing this Agreement. This Agreement shall be void if Interim Firm submits a false Affidavit pursuant to this Act or Interim Firm violates the Act during the term of this Agreement, even if Interim Firm was not in violation at the time it submitted its Affidavit.

6.18 Foreign Countries of Concern. The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form is required by Section 287.138, F.S., which is deemed as being expressly incorporated into this Agreement. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Interim Firm. The Agreement shall not be valid unless and until this completed and executed Affidavit is submitted to the County.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Fincantieri Infrastructure Florida, Inc.

Miami-Dade County

By: 
Name: FILIPPO BARTUCCI
Title: VICE PRESIDENT
Date: 08/14/2026
Attest: _____
Corporate Secretary

By: _____
Name: Daniella Levine Cava
Title: Mayor
Date: _____
Attest: _____
Clerk of the Board

Assistant County Attorney
(For Form and Legal Sufficiency)

EXHIBIT A

Definitions

When used in the Agreement, the following terms shall have the meaning set forth below:

"Applicable Law" means any statute, law, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive or other requirement having the force of law or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity, which is applicable to the Project, the Pre-Development Work or any relevant person, whether taking effect before or after the Effective Date.

"Awarded Firm" shall refer to the design-build firm that is awarded the Project Agreement.

"Background Information" means any trademarked or proprietary work produced or methods belonging to the Interim Firm or other team participants or related entities, or any work product, means, or methods that were not specifically created or developed for the purpose of this Agreement.

"Board" shall mean the Miami-Dade County Board of County Commissioners.

"Breakage Costs" shall mean any unavoidable costs reasonably incurred by Interim Firm in the termination of subcontracts, leases, purchase orders and other related contractual agreements, together with reasonable demobilization costs and the Interim Firm shall use reasonable endeavors in its subcontracts and purchase orders to include termination-for-convenience provisions requiring its subcontractors and suppliers to cancel work or orders of materials immediately upon receipt that the Agreement has been terminated.

"Commercial Close" shall mean the approval by the Board of the Project Agreement and expiration or waiver of any veto period or, if a veto is exercised, the date on which the Board overrides the veto.

"Deliverables" shall mean each of the items identified in Exhibit C.

"Effective Date" means the effective date of the resolution of the Board approving this Agreement, after expiration or waiver of any veto period or, if a veto is exercised, the date on which the Board overrides the veto.

"Good Industry Practice" means the exercise of the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from time to time from a skilled and experienced designer, and any person retained by the designer for the performance of the work, using accepted design standards and criteria normally used on similar projects, and engaged in the same type of undertaking. Good Industry Practice includes, without limitation, the obligation to perform work in accordance with all applicable permits, including



environmental permits.

“Initial Term” shall have the meaning provided in Section 1.4, as may be extended by Section 1.4 or otherwise in accordance with the terms of this Agreement.

“Interim Agreement” means this Agreement.

“Interim Amount” shall have the meaning set forth in § 3.1 of this Agreement.

“Interim Firm” means the primary party contracting with the County. Interim Firm shall be primarily responsible to the County for the performance of any and all responsibilities to perform Pre-Development Work under this Agreement and assumes any and all liabilities for same under this Agreement, notwithstanding Interim Firm’s representation of the existence of other team participants and related entities.

“Liquidated Indirect Cost Rate” means the amount of \$10,000 for each day of delay for which monetary compensation is allowed under this Agreement.

“Submittal Schedule” means that schedule of submittals, with reimbursement amounts subject to the terms and conditions of this Agreement, set forth as Exhibit C.

“Pre-Development Work” means all the work and services to be provided by the Interim Firm during the term of the Interim Agreement, as described in Exhibit B (as amended pursuant to this Agreement), up to the time of Commercial Close including but not limited to all the Deliverables.

“Preliminary Project Schedule” means the schedule for completion of the work necessary to complete the Project set forth as Exhibit D.

“Project” means and encompasses all tangible and intangible services and work to be provided to the County to design, permit, and finance the Seaport Department’s project at Berth 10.

“Project Agreement” means the comprehensive agreement between the County and Awarded Firm to complete the Project.

“Term” shall have the meaning provided in Section 1.4, as may be extended by Section 1.4 or otherwise in accordance with the terms of this Agreement.



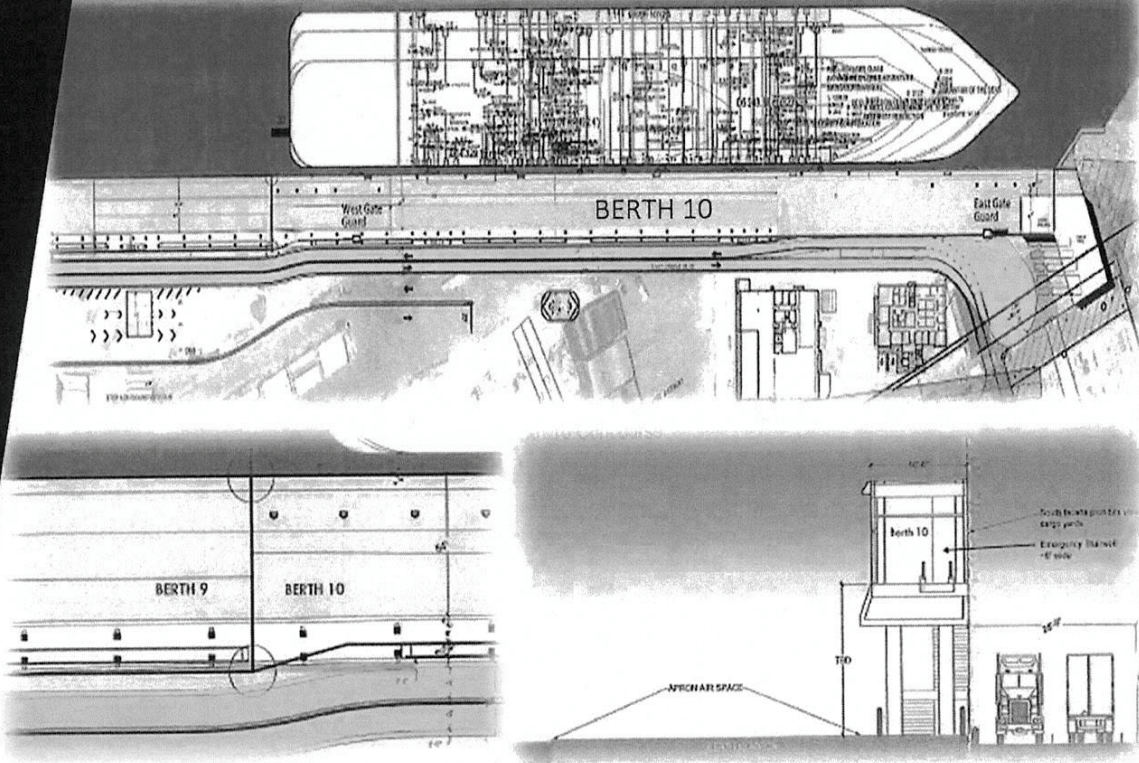
EXHIBIT B

Scope of Work for Interim Agreement

A handwritten signature or set of initials, possibly 'R' or 'P', located in the bottom right corner of the page.

DESIGN PROPOSAL for BERTH 10 PORT MIAMI

**FINCANTIERI INFRASTRUCTURE FLORIDA INC
and AtkinsRéalis USA, Inc.**



FINCANTIERI INFRASTRUCTURE FLORIDA	Proposal for DESIGN SERVICES for Berth 10	 Page 2 of 12 Rev 6 – June 26, 2026

TABLE OF CONTENTS

INTRODUCTION.....	3
1. DEFINITIONS	4
3. PROJECT MANAGEMENT, SUPPORT AND PROJECT CONTROLS.....	4
4. PROJECT ORGANIZATION.....	7
5. DESIGN PHASE MILESTONES	7
6. SITE ACCESS STUDY – MOT	8
7. BERTH 10 PROJECT AGREEMENT.....	8
8. ASSUMPTIONS AND EXCLUSIONS.....	9
9. DESIGN SERVICES SCHEDULE	9
10. PROJECT (Construction) SCHEDULE.....	10
11. PRELIMINARY COST ESTIMATES	10
12. INTERIM AGREEMENT TERMS.....	11
13. FDEP GRANT AGREEMENT	11
14. BERTH 10 DESIGN SERVICES FEE	12

EXHIBITS:

- Exhibit A: Project Organization
- Exhibit B: Staff Resumes
- Exhibit C: Payment Plan
- Exhibit D: Project Design Schedule
- Exhibit E: Design Service Fees

ATTACHMENT A: AtkinsRéalis Proposal



	<p align="center">Proposal for DESIGN SERVICES for Berth 10</p>	
		<p align="center">Page 3 of 12 Rev 6 – June 26, 2026</p>

INTRODUCTION

Fincantieri (FIF) is now re-submitting this Rev 6 version of our Lump Sum Proposal for the Berth 10 Design Services to Miami-Dade County (hereinafter called "County") in compliance with all comments and documentation received from County as of today and which content is described below:

- 02-10-26 - POM Proposal Comments – Word Document
- 03-12-26 – POM Proposal Comments – Word Document
- 04-23-26 - Coral Relocation RFP_Draft R1 from Port Miami – Word Document
- Berth 10 Limits - Concept Sketch dated 2026-02-06
- Berth 10 Department of Army Permit # SAJ-2006-06547 signed and dated Sept 2, 2025
- Miami Dade Class I Construction Permit for Berth 10 issued 01/02/2026
- FDEP Grant Agreement # 25SRP09 – Berth 10
- AtkinsRéalis Realis Submerged Aquatic Vegetation Survey dated Oct 16, 2024
- FDEP – POM SAV Mitigation – Oct 8, 2025
- Proposal Math Rev VA Excel file spreadsheet
- PSA – Section V Compensation sheet (2 pages)

FIF has engaged AtkinsRéalis and its Subconsultants herein called "Designer" as the firm to lead the Design effort for the new Berth 10 Project that is located on the easternmost side of the Port of Miami. The Atkins Proposal dated April 28, 2026, is included in Attachment A.

Specifically, FIF has made the following changes to our proposal in this Rev:

- Increased the overall schedule from 11 to 12 months duration.
- Added a Section in the Proposal indicating compliance with the FDEP Grant Agreement
- Included additional scope as described in Berth 10 Limits - Concept Sketch dated 2026-02-06
- Reflected a Milestone in the Schedule to indicate the completion of all coordination tasks with Utilities, adjacent Terminals / operators, and PBB equipment.
- Deleted the Coral Resources Survey from AtkinsRéalis proposal
- Added a Coral Resources Coordination section to assist on the selection of a coral relocation subcontractor
- Deleted the survey of coral receiver site #2 (POM-A)
- Included a reference to the PSA-Section V Compensation that will apply to change order work.

Please also refer to the AtkinsRéalis Proposal in Attachment A for a description of the items that have changed or added in their proposal as it relates to the AtkinsRéalis Design work.

This Revised Proposal (Rev 5) is expected to be included as the Scope of Work to the Interim Agreement (hereinafter the "Agreement") that will be agreed between the Parties.

FIF will provide Project Management, support, planning, and oversight of all the services for design, studies, and site investigations that are further described in this Proposal.

This Rev 5 replaces our Rev 4 proposal dated Feb. 18, 2026, in its entirety.

	Proposal for DESIGN SERVICES for Berth 10	 Page 4 of 12 Rev 6 – June 26, 2026

1. DEFINITIONS

- “**Berth 10**” shall mean a new marine berthing structure for Cruise Ships consisting of a landside bulkhead with apron, utilities and services, and the related dredging improvements as well as the extension of the boarding concourse from the MSC Terminal AA, and a new Provisions Bldg. with associated site development work like roads, barriers, site lighting, barriers and fence needed.
- “**Berth 10 Design Services**” shall mean all design activities, studies, and site investigations necessary for the Berth 10 Project construction work and permitting.
- “**Designer**” shall mean AtkinsRéalis USA, Inc. and its Subconsultants
- “**Pre-Development Work**” – as defined in the County Interim Agreement – includes the Design activities and other related studies as described in the Proposal
- “**Parties**” – as defined in the Interim Agreement
- “**Interim Agreement**” – the agreement for the Design and Studies of Berth 10 and as defined in the Interim Agreement.
- “**Project Agreement**” – the agreement for the construction of Berth 10 and as defined in the Interim Agreement

2. SCOPE OF DESIGN SERVICES

The County intends to issue an Interim Agreement to FIF that will encompass all Berth 10 Design Services and Studies during a Pre-Development Work stage. The County also makes provisions in the Interim Agreement for the Parties to develop a Guaranteed Maximum Price (GMP) and Schedule as well as cost estimates for the construction of the Berth 10 Project. FIF will perform all required work in compliance with the requirements of the Interim Agreement.

Please refer to the Attachment A – AtkinsRéalis Proposal for a more detail description of the Scope of Work for the Design activities for the Pre-Development Work that will be executed by AtkinsRéalis and their Subconsultants.

FIF will be fully involved in the Design development effort along with the Designer in all of the design, studies and investigation activities that will be executed under this Interim Agreement, and which is more fully described in the Sections below.

3. PROJECT MANAGEMENT, SUPPORT AND PROJECT CONTROLS

	<p align="center">Proposal for DESIGN SERVICES for Berth 10</p>	
		<p align="center">Page 5 of 12 Rev 6 – June 26, 2026</p>

FIF will provide comprehensive project management services overseeing the Designer during the Pre-Development stage of the Project. FIF will also be involved with support and supervision of all Berth 10 site activities that are related to explorations, studies or site investigations. We will provide design reviews for key elements of the design in order to ensure compliance with good construction practices, and optimal constructability of the work.

FIF will implement schedule controls and develop metrics that will track the progress of the design effort to ensure meeting our goals. FIF will also establish a process to mitigate and correct any design schedule delays.

FIF will be working with the Designer's team and apply "Lessons Learned" from the adjacent Berth 8 and 9 marine works, as well as the Terminal AA Concourse, so that the overall Berth 10 Design efforts will implement the full knowledge and experience that was obtained by FIF in such previous similar construction work.

FIF will also reach out to the Subcontractors that worked under Contract with FIF in the adjacent MSC Terminal AA Project to also get additional feedback and experiences that will be useful for the design effort and for the development of cost estimates and construction schedules.

FIF will also perform value engineering (VE) of the Project elements as needed during the early review of the Design drawings in order to improve cost effectiveness of the Project and enhance performance and functionality of the work to be performed. A VE Workshop will be carried out at the 60% design level.

Further FIF and the Designer will also be implementing a risk analysis program for the Berth 10 Project that will be evaluating and prioritizing potential threats (risks) that could negatively impact a Project's success, focusing on their likelihood of occurring and their potential impact on schedule, cost estimates, scope, and quality. The analysis will also develop possible strategies for mitigation or avoidance of the treats identified. There will be risk analysis Workshops (minimum 2) that will be executed together with the County at various stages of design to develop, review and update a Risk Register.

Our FIF Management team will be fully participating in all Project related meetings and key discussions with the Designer and any other entities that are involved with the Berth 10 Project

FIF is specifically committed to performing interface and coordination activities with the following entities that are involved in the Project:

- PBB manufacturer and Port for design interface with the Berth 10 Project
- Utilities firms working in the area of Berth 10 such as FPL
- Port operators such as the MSC Terminal AA and SFCT



	<p align="center">Proposal for DESIGN SERVICES for Berth 10</p>	
		<p align="center">Page 6 of 12 Rev 6 – June 26, 2026</p>

More specifically, and in relation to site studies and investigation activities, FIF will perform the following:

- Supervising and monitoring the site Geotechnical investigations, and interfacing with Langan on all site investigation matters to assure the information that is being gathered in the field is complete. We will offer guidance and coordinate with the Designer as required.
- Involved with site Topographical Survey and Site Investigation that will be carried out in the field and assure adequacy of the survey, and so that all pertinent existing structures, and utilities on site are accurately located, and the survey is thorough to the maximum extent possible. A determination will need to be made to relocate and connect to the existing systems.
- Coral Relocation market research and time and cost assessment in order to include this activity in our Scope of work in a later stage. The Designer has included a section in their proposal (Coral Resources Coordination), detailing the activities and scope for this activity.
- The MOT access to the Site is an important element to establish ahead of time in order to assure the construction of the Berth 10. Please refer to Section 6 below where it's described the full services FIF will develop for this critical activity.
- Design for the relocation of the lighting mast that is existing in the SFCT yard area.
- Involved with new Bathymetric survey to support the GMP
- Other activities performed by AtkinsRéalis and described in Attachment A.

During the Pre-Development Work as the design evolves, our firm will collaborate and work closely together with the County to adequately plan the Project. Early planning of all construction related work activities is critical for the effective execution of the work. Our planning activities will include identifying risks associated with site activities, interfaces with exterior entities, and identifying critical deliveries and work Subcontracts that are needed for supporting the construction work. Refer to our listing below:

- Examine work activities and tasks that can be advanced in the schedule to optimize and improve the overall length of the schedule, and that can occur in parallel with Design effort.
- Address and identify critical material deliveries that are needed to support the Project and options to improve cost and schedule for the County.
- Develop a Preliminary integrated construction detailed schedule that has realistic and definitive time frames and sequences that correspond and match well with specific conditions at the Berth 10 site.
- Interface with potential viable Subcontractors in advance to gain insight into the Project needs for executing the work effectively.
- Develop / define scopes of work for the Project that are coordinated with the Design and that can improve the Project execution.



	Proposal for DESIGN SERVICES for Berth 10	
		Page 7 of 12 Rev 6 – June 26, 2026

We highlight that pertaining to the Soils Characterization studies, FIF has considerable historical information and knowledge on this matter for the work that was carried out for Berth 8 and 9 and we ready and fully able to assist the County in planning and making decisions to execute this work to the benefit of the Project. A base cost for Soil Characterization has been included in the Proposal (refer to AtkinsRéalis Attachment A). In addition, the Port is expected to have a contingency allowance for cost related to these studies that may exceed the base proposal.

The PBB bridge structures are expressly excluded from Berth 10 Design Services as they will be designed, procured and installed by the County. However, FIF shall coordinate all interface points between the bridge structures, marine apron, and concourse with the respective stakeholders, including the Port, to ensure seamless design integration.

FIF shall exert best efforts to coordinate with Port operators, utilities, and relevant third parties. Given the absence of a direct contractual relationship between FIF and said third parties, FIF's performance is contingent upon the Port's assistance, if needed, to facilitate cooperation. This includes, but is not limited to, securing location access, interface scheduling, obtaining necessary permissions for sub-consultants to do their work, and sharing information about site conditions.

Our proposal accounts for the design interface with FPL regarding the high-voltage bulkhead crossing. However, this scope is based on the assumptions that the crossing design parameters can be successfully developed using standard, reasonable technical parameters, and that the final design may be able to be done considering ease of construction execution and ensuring the construction safety of the field work.

4. PROJECT ORGANIZATION

FIF will assemble a team of professionals for the Berth 10 that had extensive experience for the Berth 8 and 9 marine apron as well as the Concourse. This team is represented in Exhibit A.

The Project Team Management Resumes are included in Exhibit B

Other team members will be identified after the start of the Project.

5. DESIGN PHASE MILESTONES

The Design Phases will be divided into completion milestones of 30%, 60%, 90%, and 100%.

A full breakdown of the activities for each design phase is provided in Exhibit C attached to the interim agreement.



	Proposal for DESIGN SERVICES for Berth 10	
		Page 8 of 12 Rev 6 – June 26, 2026

6. SITE ACCESS STUDY – MOT

FIF and Designer teams will investigate the Berth 10 site access conditions that could be encountered during the construction period and will determine the most feasible way for all construction traffic to access the job site and effectively execute the project within the established schedule. This study will focus on reviewing the anticipated traffic flows and patterns that will occur during the construction period and that will consider: (1) truck hauling of large volumes of excavated materials from the dredging and mass excavation operations, (2) deliveries of all materials, components and equipment's necessary for the Project, (3) estimated workforces that will be required to access to the site and park in the vicinity of the Project and (4) other as determined. The study will also take into consideration all environmental requirements that will need to be enforced while trafficking through the Port of Miami and the adjacent neighbors to the Berth 10 Project.

The Site Access study will also (1) analyze interfaces with the adjacent Cargo operations areas in order to minimize impact to the Port of Miami Cargo operations, (2) establish the best traffic pattern and flows, and MOT through the MSC Terminal AA and the adjacent Royal Caribbean Terminal, including consideration of any possible restrictions with Cruise Day operations. The intent of the study is to assure that the Berth 10 Project can be executed with minimal impact to these Cruise line and Cargo operators, and at the same time assure effective means of access and egress to the Berth 10 jobsite. Options for off-hour operations as well as alternative routes will be reviewed and identified.

Deliverables will include proposed plans and documentation that will outline recommended MOT patterns and layouts for the traffic flows and include any restrictions and / or alternatives to effectively provide access to the Berth 10 Project.

7. BERTH 10 PROJECT AGREEMENT

FIF is willing to enter into a Project Agreement with the County that would involve the construction work of the Berth 10, and which Agreement would favorably benefit both Parties and the Project itself. FIF believes that our background and experience on the MSC Terminal Berth 8 and 9 as well as the Concourse will assure the County that the Berth 10 Project will be carried out successfully and in full compliance with the County's requirements.

FIF will be engaged in performing planning as well as pricing for the execution of the Berth 10 construction during this Interim Agreement period in order to satisfy the County's requirements for the development of a Guaranteed Maximum Prices (GMP) for the Project within the allocated timeframe.

FIF will prepare two GMPs as follows: (1) Marine Works that include berthing bulkheads, apron with water service and drainage, mass excavations and dredging, and marine ancillaries such as bollards and fenders; and (2) Landside Works that includes the Concourse, Provisions Bldg, site development including roads, barriers, parking areas, lighting, and fence. Each of the GMPs will be developed after achieving 100% design for each section.



FINCANTIERI INFRASTRUCTURE FLORIDA	Proposal for DESIGN SERVICES for Berth 10	 Page 9 of 12 Rev 6 – June 26, 2026

FIF is prepared to also work with the Port and execute early construction-related works such as coral relocation works and other activities as mutually agreed and that can be addressed in Change Order documentation as required to effectively improve the overall Berth 10 Project Schedule duration.

8. ASSUMPTIONS AND EXCLUSIONS

Please refer to Attachment A of AtkinsRéalis Proposal for all assumptions and exclusions relating to this Proposal with respect to the Design works in the Pre Development phase.

9. DESIGN SERVICES SCHEDULE

The Berth 10 Design Services will be performed in accordance with the attached Preliminary Schedule shown in Exhibit C of this Proposal. Further, FIF would like to highlight that the schedule of the activities in this proposal is based on a total of 12 calendar months for completing all the design work and includes the submittals of the Permits and any follow-up with Permit Authorities that falls within the 12-month duration. This Design schedule will be updated monthly, each update will be accompanied by a narrative summarizing progress, outlining changes to the critical path and potential schedule risks, and adjustments will be implemented as necessary to ensure the schedule provides an accurate representation of all Berth 10 Design activities and completion of the work Milestones. This schedule is in Primavera P6.

We have planned the critical permitting activities to be submitted as early as possible in order to allocate sufficient float and interface time with the Permit Authorities to ensure we have sufficient time for responding to their questions or any requests for modification of the documentation. However, ultimately FIF / AtkinsRéalis cannot be responsible for unreasonable delays caused by the Permit Authorities for the permitting process.

As discussed, AtkinsRéalis will prepare and submit early preliminary drawings to review to the Miami Dade Building Dept in an attempt to improve the review cycle and approval of Buildings permits such as the Concourse.

We also note that our schedule contemplates that the County will provide a timely review of the deliverable documents within a maximum of 10 working days of receipt so that the progress of the Design can effectively be implemented without interruptions or delays.



	Proposal for DESIGN SERVICES for Berth 10	
		Page 10 of 12 Rev 6 – June 26, 2026

10. PROJECT (Construction) SCHEDULE

FIF, during this phase, will also prepare and submit a detailed construction project schedule in calendar days during the course of the Interim Agreement period at various design stages as explained below. The schedule shall be based on Substantial Completion of the Project.

The Project Schedule shall address the following information at a minimum:

- Design Milestones for the Project
- Permitting
- Proposed marine berth structure fabrication, delivery, and installation milestones for the Project
- All other construction activities to achieve Substantial Completion of Berth 10 in the allotted timeframe period and balance of Work to achieve final completion
- Seabed dredging/excavation, bedding, or site preparation, as applicable
- Utility Relocations, installations, and removals
- Construction of Concourse extension
- Construction of the Provision Building
- Construction of the roadway and related features
- Substantial Completion Date for Berth 10 marine and landside elements
- Final Completion Date for all Work.

The Project Schedule will be submitted as Preliminary, and it will be issued at three stages of Design as follows: (1) 30 Design, (2) 60% Design and (3) 90% Design. The 100% Project schedule will be submitted along with the respective GMPs as described in Section 7 above.

A Work Breakdown Structure (WBS) will also be developed for the Project in order to provide the coding basis and tracking structure of the work that is being performed and effectively implement cost / schedule control.

A narrative will be developed for the process of mitigating and correcting Project delays during the construction of the Project.

11. PRELIMINARY COST ESTIMATES

During the Pre-Development stage, FIF and the Designer will prepare preliminary construction cost estimates for each Design Milestone of the work including narrative descriptions. The cost estimates that will be submitted will be as accurate as possible but will still be considered as preliminary due to possible changes in design that may occur. An initial Schedule for Cost Estimate submittals is outlined below and its subject to further adjustments during the progress of the work and as agreed with the



FINCANTIERI INFRASTRUCTURE FLORIDA	Proposal for DESIGN SERVICES for Berth 10	 Page 11 of 12 Rev 6 – June 26, 2026

County:

NOTE: costs estimated will be only direct costs for each item without prime contractors' indirect costs or mark ups

<u>PRELIMINARY COST ESTIMATE TITLE</u>	<u>Detail Description</u>
Design Stage 1 – 30%	
Site Clearing	Clearing of vegetation at shoreline
Drilled Shafts	Concrete work for drilled shafts – foundations for high wind bollards
Design Stage 2 – 60%	
Steel combi wall - bulkhead	Combi wall design for the bulkhead
Concrete bulkhead	Concrete work for capping beam on bulkhead
Toe wall	Concrete work including sheet piling and rip rap for toe wall
Return wall	Concrete work including sheet piling and rip rap for return wall
Bollards purchase and install	All bollards for mooring ships
Fenders purchase and install	All fenders for mooring ships
Provisions Bldg foundations and structure	Concrete foundations and steel superstructure with siding for the Provisions Bldg
Mass Excavation and Dredging	Mass excavation of land earthwork and marine dredging work
Turbidity Control	Purchase and install sheet piling for the turbidity control system
Design Stage 3 – 90%	
Water main and distribution	Water main system including fire protection
Storm water drainage system	Storm water system including exfiltration, manholes and other structures in the apron.
Concrete bulkhead	Concrete work for capping beam on bulkhead (update cost to 90%)
Bollards purchase and install	All bollards for mooring at Berth 10
Fenders purchase and install	Fenders for the bulkhead
Concourse foundations and structures	Concourse foundations and structures
Architectural Finishes for Concourse	All interior partitions and fixtures inside the concourse
Site Development	Site roads, barricades, exterior lighting and fence
Design Stage 4 – 100%	
GMPs	GMPs will be submitted at 100% design (refer to other sections)

12. INTERIM AGREEMENT TERMS

Our Proposal is contingent in reaching a satisfactory Interim Agreement with mutually agreeable terms and conditions.

13. FDEP GRANT AGREEMENT

The FDEP Grant Agreement # 25SRP09 has been received from the County. FIF and the Designer will in general incorporate work procedures to comply with this document where applicable.

	Proposal for DESIGN SERVICES for Berth 10	
		Page 12 of 12 Rev 6 – June 26, 2026

As the FDEP Grant Agreement is executed exclusively between the County and the State, its provisions do not extend to, nor are they enforceable against, the Interim Firm.

FIF along with Designer will support the County for compliance of all terms and conditions stated in such Agreement and which applies specifically to the scope of work for Pre Development work as specified in the Interim Agreement.

The work efforts related to the FDEP Grant that are included in this Proposal are solely administrative and exclude any Studies (such as SLIP Study) and any other work efforts that are outside the scope or the terms of the Interim Agreement. Furthermore, the basis of our proposal is that the specific terms and conditions as shown in the FDEP Grant Agreement will not supersede nor supplement or have any impact on our work as defined in the Interim Agreement between the Parties.

14. BERTH 10 DESIGN SERVICES FEE

Please refer to Exhibit E of this proposal.

Submitted by Fincantieri Infrastructure Florida Inc



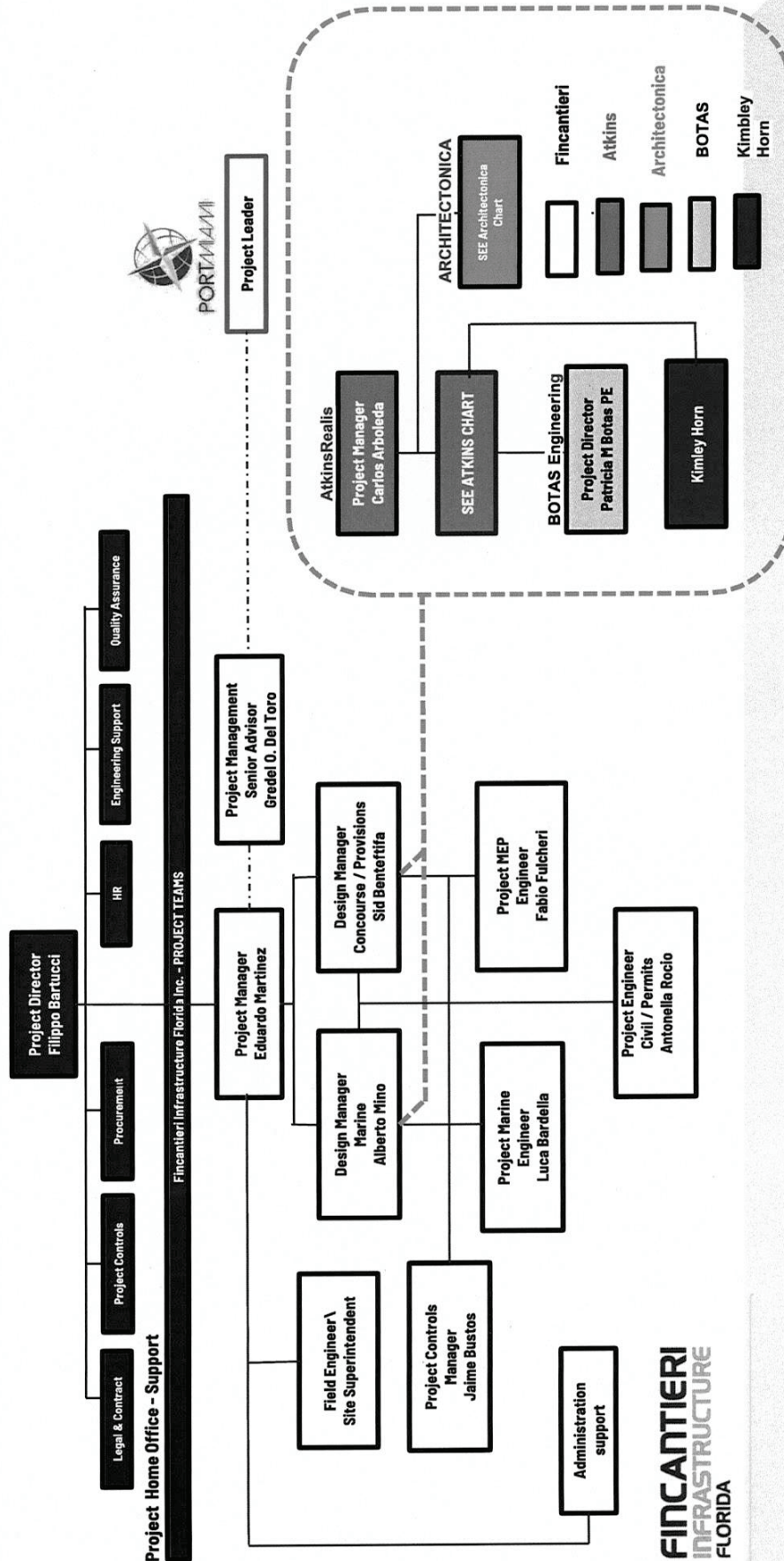
Signature

NAME: Filippo Bartucci

TITLE: Project Director



Berth 10 - Organization Chart



FINCANTIERI INFRASTRUCTURE FLORIDA	Proposal for DESIGN SERVICES for Berth 10	 Rev 6 – June 26, 2026

EXHIBIT E - DESIGN SERVICE FEES

TABLE 1: Estimated TOTAL Costs of Services

ITEM	DESCRIPTION	LUMP SUM COST
1	Berth 10 Design Services – AtkinsRéalis Proposal (Attach A)	\$7,900,000
2	Fincantieri Infrastructure Mark Up (12%)	\$948,000
3	Fincantieri Project Management and Support Personnel (Table 2 below)	\$2,930,000
4	Other Indirect Costs (Table 3 below)	\$1,634,600
	Total Lump Sum Cost:	\$13,412,600

NOTES:

1. Payment schedule as per Exhibit C.
2. Insurance will be invoiced at the issuance of the insurance certificate.
3. Port's PSA-Section 5 Compensation terms shall be used for Change Order work as applicable.



FINCANTIERI INFRASTRUCTURE FLORIDA	Proposal for DESIGN SERVICES for Berth 10	 Rev 6 – June 26, 2026

TABLE 2: Fincantieri Project Management Staff

FIF Project Management Tasks	Duration (months)	TOTAL COST
Project Management	12	\$710,000
Design Management	12	\$1,280,000
Project Engineering	12	\$410,000
Field Supervision	12	\$330,000
Administration	12	\$200,000
Total		\$2,930,000

Note: Total Cost and Duration in Table 2 is considered as lump sum cost for all staff required to perform the scope of work under the Interim Agreement.

TABLE 3: Indirect Costs

Indirect Cost Item	Total Costs
Offices and Expenses	\$ 275,500
Transportation and Travel	\$ 126,500
Legal, Financial and Consultancy Fees	\$ 197,600
Contract Audit	\$ 50,000
Insurance	\$ 985,000
Total	\$1,634,600

Note: Table above is considered as a total lump sum cost for indirect costs for all the scope of work to be performed within the scheduled time.

AtkinsRéalis



**Proposal - Berth 10
Design Services**

April 28, 2026

**APPENDIX A:
PORTMIAMI
BERTH 10
DESIGN
SERVICES**

GL

Notice

This document and its contents have been prepared and are intended solely as information for and use in relation to Proposal

AtkinsRéalis USA Inc. assumes no responsibility to any other party in respect of or arising out of or in connection with this document and/or its contents.

This document has 110 pages including the cover.

Document history

Document title: Proposal - Berth 10 Design Services

Document reference: FIF-POM-B11

Revision	Purpose description	Originated	Checked	Reviewed	Authorized	Date
1.0	Draft	JJC				Jan 6, 2025
2.0	Draft	JJC				Jan 17, 2025
3.0	Draft	JJC				Jan 20, 2025
4.0	Final	JJC				Jan 21, 2025
5.0	Revised Final	JJC				Mar. 21, 2025
6.0	Revised Final 2	JJC				Apr 25, 2025
7.0	Revised Final 3	CAO				Jan 8, 2026
8.0	Revised Final 4	CAO				Jan. 12, 2026
9.0	Revised Final 5	CAO				Feb. 16, 2026
10.0	Revised Final 6	CAO				April 28, 2026

Client signoff

Client

Project PORTMIAMI BERTH 10 DESIGN SERVICES

Job number

Client
signature/date

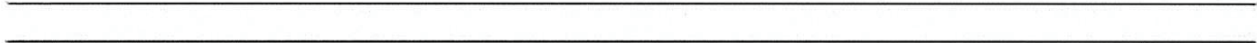


[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
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FIF-POM-B11
10.0 | April 28, 2026

2

MDC077

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PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
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FIF-POM-B11
10.0 | April 28, 2026

Contents

Cover Letter	6
1. General Description	8
2. Proposal Organization	9
3. Project Team	10
3.1 Key Personnel.....	10
4. Design Elements	11
4.1 Marine Infrastructure - Berth 10 Design Element	11
4.2 Passenger Concourse Extension Design Element.....	12
4.3 Provisioning Building and Site Development Design Element	13
5. Basic Services	14
5.1 Meetings, research, site reviews, teleconferences and project coordination – General Start Up	15
5.2 Supporting Studies.....	16
5.2.1 Topographic / SUE / Hydrographic Surveys.....	16
5.2.2 Geotechnical Investigations.....	17
5.2.3 Coral Resources Coordination.....	18
5.2.4 Mooring Analysis.....	18
5.2.5 Wake and Scour & Passing Ship Analyses.....	19
5.2.6 Maintenance of Traffic Planning	19
5.3 Marine Infrastructure – Berth 10 Design.....	19
5.3.1 Landside Bulkhead Design	20
5.3.2 Waterside Bulkhead and Apron Design.....	21
5.4 Concourse Extension Design	22
5.4.1 Phase I: Pre-Design.....	22
5.4.2 Phase II: Schematic Design.....	23
5.4.3 Phase III: Design Development	23
5.4.4 Phase IV: Construction Documents.....	24
5.4.5 Phase V: Construction Administration	24
5.4.6 LEED and Sustainability – Concourse Extension.....	24
5.5 Provisioning Building and Site Development Design	25
5.5.1 Phase I: Pre-Design.....	26
5.5.2 Phase II: Schematic Design.....	26
5.5.3 Phase III: Design Development	27
5.5.4 Phase IV: Construction Documents.....	27
5.5.5 Phase V: Construction Administration	28



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)8
FIF-POM-B11
10.0 | 23 March 2026

5.5.6	LEED and Sustainability – Provisioning Building	28
5.6	Regulatory Permitting Services	28
5.6.1	Environmental Permitting:.....	28
5.6.2	Building Department Permitting.....	30
5.6.3	Specialty Permitting (FDEP, FDOH).....	30
6.	Construction Phase Services.....	31
7.	Schedule & Fees.....	31
8.	Assumptions and Exclusions	31
	Assumptions.....	31
	Exclusions	34
	Supporting Studies – Detailed Scope of Work.....	36
	Topographic / SUE / Bathymetric Surveys.....	38
	Geotechnical Investigations	39
	Coral Resources Surveys	40
	Wake and Scour & Passing Ship Analyses	44
	Subconsultant proposals	46



COVER LETTER

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Dear Mr. Rodrigez,

AtkinsRéalis is pleased to submit this revised proposal to provide Design Services in support of the PortMiami Berth 10 project. Within this document we present our understanding of the requested scope of services, our teaming strategy, and our proposed approach to deliver field investigative services, design development services, permitting support services, and construction documents for the following design elements:

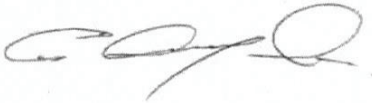
- Marine Infrastructure - Berth 10 Design Element
- Passenger Concourse Extension Design Element
- Provisioning Building and Site Development Design Element

This revision replaces our proposal submitted on February 16, 2026. This revision includes the following key changes, based on discussions with PortMiami and Fincantieri.

- Deletion of the survey of Receiver Site #2 (POM-A) for coral relocations.
- Deletion of the Coral resources Survey efforts
- Adjusted schedule from 11 months to 12 months.
- Alignment with the updated organizational structure
- Updated labor rates consistent with the revised schedule commencement in July 2026 incorporating the indexation for 2026 and 2027 as well.

We have endeavoured to deliver a comprehensive proposal that is responsive to your requests and description of the project. Should you have any questions, please feel free to reach out to me at 305-514-3232 or 786-956-0139.

Kind regards



Carlos J. Arboleda, PE
Vice President – Sr. Project Director



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11
10.0 | April 28, 2026

7



MDC082

1. General Description

Fincantieri Infrastructure Florida (FIF) requested AtkinsRéalis prepare this scope of work and fee proposal for development of berth and upland infrastructure improvements at PortMiami, Miami-Dade County, FL. The request for this scope of work is in response to PortMiami's request to FIF to execute a project development option related to the recent design and construction of Cruise Berths 8 & 9 and MSC Terminal AA/AAA. The development option provides for construction of a third cruise berth (herein identified as Cruise Berth 10), expansion of the passenger concourse boarding facilities to Cruise Berth 10, and development of a new provisioning building inclusive of the site development.

The Scope of Services presented herein includes Marine Engineering and Design Services, Architectural and Structural Engineering Design Services, Civil Engineering Design Services, and Mechanical & Electrical Engineering Design Services. The services are offered to deliver the following project results:

- Development of new marine structure for Cruise Berth 10, consisting of a landside bulkhead and apron, and development of a new waterside bulkhead and dredging improvements
- Extension of the existing boarding concourse at the MSC Terminal AA/AAA to provide passenger access to the new Berth 10 marine structure, and
- Development of a new Provisioning Building inclusive of the site development elements such as access roads, barrier walls and fencing.

The project will include field investigation activities, supporting studies, permitting services, and preparation of plans and specifications for clearing vegetation, demolition work, landside excavations, waterside dredging, construction of new marine structures and aprons, dredging improvements, structural engineering and architecture, stormwater management, water distribution systems and electrical and mechanical systems, and related elements that are associated with the structures to provide a functional berthing facility, passenger concourse extension, and provisioning building.

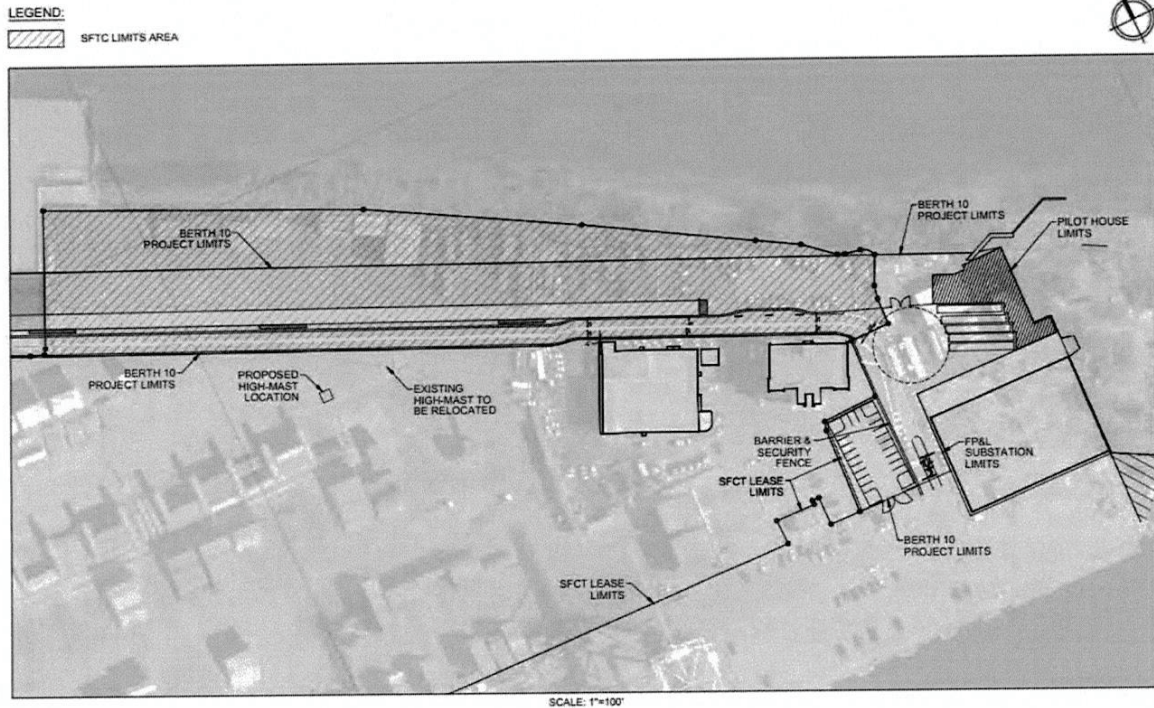
Port Miami has secured a grant from Florida Department of Environmental Protection (FDEP - 25SRP09), for the development of the new marine structure for Cruise Berth 10. AtkinsRéalis will implement procedures and execute the design work in support of the design requirements included in the FDEP grant.

Projects limits and Berth 10 concept have been defined by Port Miami as per their exhibit titled "2026-02-06 BERTH 10-limits". See figure on following page:




[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11
10.0 | April 28, 2026

BERTH 10 CONCEPT



2. Proposal Organization

This Scope of Services is organized as follows:

- General description
- Proposal organization
- Project team
- Design elements
- Basic services
- Construction phase services
- Schedule
- Fees
- Assumptions and Exclusions



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11
10.0 | April 28, 2026

3. Project Team

The Project Team that has been assembled includes firms and personnel with direct experience in the development of Berths 8 & 9, the MSC Cruise Terminal, and the related Concourse Structure. The Project Team consists of the following firms:

- AtkinsRéalis USA, Inc. – a full-service professional services and project delivery firm
- Arquitectonica - a leading Miami-based architecture, interior design and landscape architecture firm
- Langan – a geotechnical engineering firm
- Coast and Harbor Engineering – a specialty engineering firm providing services for coastal projects
- Botas Engineering, Inc. – a specialty structural engineering and construction services firm
- WGI – A topographic survey and SUE firm
- Morgan & Eklund – A hydrographic survey firm
- SOCOTECH – Life Safety consultant
- Persohn Hahn, Moving Walkway and Elevator Systems consultant
- Kimley-Horn – a full-service firm providing marine engineering support

FIF personnel will be integrated with the Project Team to provide construction expertise and design review at the percent complete design deliverables or as requested by the Project Team during the design stage.

3.1 Key Personnel

The Project Team consists of the following key personnel who will be responsible for delivering the project.

AtkinsRéalis		Arquitectonica	
Carlos J. Arboleda-Osorio, PE		Alejandro Gonzalez, AIA, LEED AP	
Frank Kaul, PE		Charles Crain, AIA, LEED AP	
Sarah Caponigro, PE		Fernando Chery	
Alexander Camps, AIA, NCARB, LEED AP		Natalie de los Hoyos, NCIDQ, RID	
MR Hasan, PE			
Fabiola Dagrin, PE ENV SP			
LaTosha Sigler, PE			
Botas Engineering		Coast and Harbor Engineering	
Patricia Botas, PE		Scott Fenical, PE, BC.CE, BC.PE	
Kimley-Horn		WGI, Inc.	
Desiderio Maldonado, PE		Roberto Mantecon, PSM	



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11

10.0 | April 28, 2026 10

4. Design Elements

The project is segmented into two main Design Categories and three key Design Elements. The Design Elements for this project are identified as follows:

- **MARINE DESIGN**
 - Marine Infrastructure - Berth 10 Design Element
 - Landside Bulkhead
 - Waterside Bulkhead, Apron, and Dredging
- **LANDSIDE DESIGN**
 - Passenger Concourse Extension Design Element
 - Provisioning Building and Site Development Design Element

A brief description of each Design Element is provided in the following subsections.

4.1 Marine Infrastructure - Berth 10 Design Element

The Berth 10 Design Element generally include bulkheads and walls, tiebacks and anchoring systems, concrete caps, aprons, PBB runways, bollards, fenders, potable water stations, dredging, and other related supporting infrastructure. Recognizing that construction could be accommodated from the landside for the main bulkhead, and construction for the return wall and toe wall would be constructed from the waterside, as one Design Element as follows:

- **Landside Bulkhead:** This element includes the vessel berthing bulkhead and is identified as "landside" because construction can be accomplished from landside-based equipment.
- **Waterside Bulkhead, Apron and Dredging:** This element includes the return wall, toe wall, apron, dredging, and other elements where construction is accomplished from waterside-based equipment.

The starting point for Berth 10 is Station 112+26 as measured from the Northeast corner of the existing PortMiami Berth 9. The eastern terminus of the new Berth 10 will be about 1225 feet east of the established starting point excluding the return wall and the submerged toe wall. The project limits for new construction purposes are defined as the length of the new Cruise Berth 10, a distance of about 1,225 linear feet by the width of the new apron, a distance that varies between 50 and 75 feet. A new return wall and toe-wall are included as part of this design as well as the tie-in (connections) work to Berth 9 – MSC Terminal.

The design involve the completion of the drawings, specifications and calculation submittals for the installation of the bulkhead, return wall / toe wall and all other associated elements necessary to complete the new berth including the PBB runways, PBB tie-downs, mooring bollards, floating foam filled fenders, with water main extension from Berth 9 inclusive of potable water filling stations and storm water drainage. The design scope also includes site demolition of the existing return wall at Berth 9 and mass excavations and dredging work to allow for the mooring of the ships.

The Berth 10 Design Element includes the following features:



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11

10.0 | April 28, 2026 11

- New continuous bulkhead to serve as earth retaining structure along the entire length of Berth 10 inclusive of; steel sheet piles (or combi-wall system), walers, tie-rods and anchor walls, end return walls, toe-wall, concrete caps, removable curbing, potable water filling stations and related structural components and appurtenances.
- The new bulkhead will have a 75-year design service life per PortMiami requirements. The end return wall at the east terminus of the new berth will be designed as a final structure, with a design service life of 75 years. Once Berth 10 is built it is not anticipated that PortMiami could build any other berth east of Berth 10.
- New vessel mooring bollards, both dockside and landside with related anchorages and foundations.
- New floating foam filled fenders with connecting hardware and anchorages (per PortMiami standard).
- Water main extension from Berth 9 including new potable water filling station structures at shipside (per new PortMiami standard) including water lines, meters, underground fire hydrant infrastructure and backflow preventers.
- New passenger boarding bridge (PBB) runways, tie-downs and foundations (Port Miami to provide information on type of PBB to be used as well as overall length of operation for these PBBs). Coordinating the PBB design schedule with the apron design schedule is necessary. We assume key parameters of the PBBs will be provided by PortMiami and/or manufacturer within 30 days after NTP. Should this timeline not align, AtkinsRéalis will assume data from existing PBBs for preliminary design phases and adjust accordingly through design development. We further assume that PortMiami and/or PBB manufacturer will assist Designer and FIF to coordinate connections to the concourse in a similar manner to existing PBBs for Berths 8 & 9.
- New berth apron asphalt pavement, on compacted fill and lime rock base including stormwater drainage system.

4.2 Passenger Concourse Extension Design Element

The Passenger Concourse to Cruise Terminal AA/AAA will be completed for full operational use at Berth 9 and extended to the east to provide access to the new Berth 10. The existing concourse at Berth 9 is an elevated two-story enclosed structure with approximate dimensions 20-feet wide by 50-feet high above the apron. The concourse is supported by concrete columns and beams providing approximately 20 feet of clearance under the elevated concourse.

The proposed concourse at Berth 10 is an elevated one-story enclosed structure with approximate dimensions 20-feet wide by 40 feet high above the apron with a length of approximately 800 feet. Passenger access to the concourse extension will be provided from the existing 3rd floor-level of the existing concourse, with a descending elevation change from the existing 3rd -floor FFE (Finish Floor Elevation) to the 2nd floor of the Berth 10 FFE concourse extension. Final dimensions and configuration of the concourse extension will be developed during a pre-design phase of the project execution plan. The concourse provides passenger access to cruise vessel passenger boarding bridges (PBBs) through openings along the north face of the concourse. The concourse is fitted with moving walkways, is climate controlled, and is fitted with exit stairwells at various points. The concourse extension will be as similar as possible to the current design for the existing concourse.

The 3rd floor of the existing concourse is currently unfinished, and will require interior finishes, mechanical, electrical and plumbing systems, installation of moving walkways, etc. The scope of work for the Passenger Concourse Extension Design Element includes preparing the design documents to complete the existing 3rd floor, and provide fluid connectivity to the new concourse extension

The Concourse Extension Design Element includes the following features:

- Architectural, finishes, mechanical, electrical, plumbing design for completion of the 3rd floor of the existing



[LATEST] AtkinsRéalis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11
10.0 | April 28, 2026

12



- concourse
- Fire protection construction documents of the expansion of the Concourse.
- HVAC construction documents of the expansion of the Concourse.
- Plumbing construction documents of the expansion of the Concourse.
- Electrical construction documents of the expansion of the Concourse.
- Fire Alarm design-criteria documents for the expansion of the Concourse.
- Communications system requirements for use of Berth 10 as a swing berth.
- Low voltage empty conduit system including coordination of equipment device locations.
- Electrical connections from the Concourse to the PBB.
- Low voltage empty conduit system including coordination from the Concourse to the PBB.
- LEED certification in alignment with the MSC Terminal LEED Certification

Exclusions

- Low voltage wiring design, details provided by equipment supplier
- Low voltage wiring design for PBB to Concourse, details provided by equipment supplier

4.3 Provisioning Building and Site Development Design Element

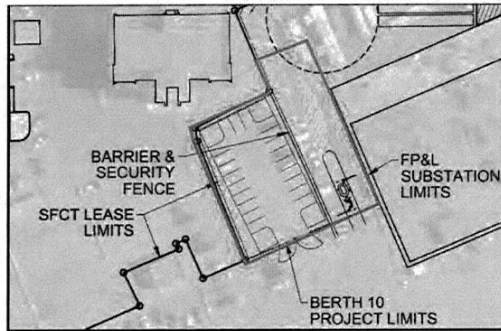
The Provisioning Building will be located at the easternmost end of Berth 10. The facility is envisioned as a +/- 10,000 square foot one-story structure (not fully enclosed) with a loading area. The structure will accommodate a minimum of five (5) provisioning trucks and provide ample depth for off-loading and circulation of provisions and forklifts. The Provisioning Building will have ancillary facilities, such as a provisioning office, two (2) unisex restrooms, one (1) janitor's closet, staff breakroom and K-9 storage (if needed).

The project will include ancillary roadways extending from the current demarcation line to the new proposed provisioning building, including a full truck maneuvering and turnaround area for provisioning trucks, outdoor lighting and fencing. The roadway will be two lanes (eastbound/westbound) and provide clearance from the new concourse. If the site footprint permits, the roadway will also accommodate a staging lane to accommodate a minimum of three (3) provisioning trucks. The project also includes a secured vehicular and pedestrian ingress and egress security access gate with a pedestrian check point located by the provisioning structure, to support access for staff, ship equipment, service and security vehicles, maintenance cranes, waste trucks and fire trucks, etc. The roadway will also be extended south for this project per the Port sketch "2026-02-06 BERTH 10-limits" and will include a manned security booth and gated vehicle entrance at the south end of the site, including all ancillary features. The design shall include civil/roadway, signage, pavement markings, structural, architectural, MEP, lighting, drainage, communications considerations (Radio Repeater), CCTV and crash rated bollards around the booth. Port's existing booth/gate at Chute Road will be used as reference. Site development will also include the relocation of one (1) high mast pole near the SFCT site. Below is a sketch of the proposed south roadway extension and manned gate facilities:



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11
10.0 | April 28, 2026

13



The Provisioning Building and Site Development Design Element includes the following features:

- Fire protection construction documents of the Provisioning Building.
- HVAC construction documents for the Provisioning Building.
- Plumbing construction documents for the Provisioning Building.
- Electrical construction documents for the Provisioning Building.
- Electrical construction documents for the relocation of one (1) High Mast Pole
- Fire Alarm design criteria documents for the Provisioning Building.
- Low voltage empty conduit system including coordination of equipment device locations.
- LEED Silver certification as required by the Miami-Dade County's Sustainable Buildings Program

Exclusions

- Low voltage wiring design, details provided by equipment supplier.

5. Basic Services

The Basic Services described in this Scope of Services relate to the engineering, design and permitting of the new Cruise Berth 10 Marine Infrastructure, the Concourse Extension, and the Provisioning Building and Site Development. The Basic Services include the following Tasks:

1. Meetings, research, site reviews, teleconferences and project coordination (Project Team)
2. Supporting Studies
 - a. Topographical / SUE Surveys (WGI, Inc.)
 - b. Hydrographical (bathymetry) Survey (Morgan & Eklund)
 - c. Geotechnical Investigations (AtkinsRéalis / Langan)
 - d. Coral Resources Coordination (AtkinsRéalis)
 - e. Mooring Analysis (AtkinsRéalis / Coast & Harbors)
 - f. Wake and Scour and Passing Ship Analyses (Coast & Harbors / AtkinsRéalis)
3. Marine Infrastructure – Berth 10 Design
 - a. Landside Bulkhead Design (AtkinsRéalis / KH)



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11

10.0 | April 28, 2026 14

- b. Waterside Bulkhead, Apron and Dredging Design (AtkinsRéalis / KH)
- 4. Concourse Extension Design (AtkinsRéalis / Botas / Arquitectonica)
- 5. Provisioning Site Development design and Building Design (AtkinsRéalis / Botas / Arquitectonica)
- 6. Regulatory Compliance Services (AtkinsRéalis)
 - a. Environmental Permitting Services (AtkinsRéalis)
 - b. Building Permitting Support (AtkinsRéalis)
 - c. Specialty Permitting Support (AtkinsRéalis)
 - d. Turbidity control plans as necessary (AtkinsRealis/Fincantieri)

5.1 Meetings, research, site reviews, teleconferences and project coordination – General Start Up

- **Meetings:** AtkinsRéalis will attend project meetings as requested by the Port's Project Manager and these meetings may be held at the offices of Port Miami Project Manager, General Contractor, Marine Contractor, PortMiami, and/or elsewhere in Miami-Dade County. The AtkinsRéalis project manager and/or designated representatives of the AtkinsRéalis team will attend. The Scope is limited to fifteen (15) meetings with an average duration of two (2) hours each to take place over the course of the development of the Design Documents.
- **Research:** AtkinsRéalis will review available information/data pursuant to the new Cruise Berth 10 project not limited to: PortMiami's expectation on the overall project capital budget, the original construction documents (in electronic CADD format), as-built drawings (in electronic CADD / BIM format), PortMiami planning documents, geotechnical reports, surveys (including boundary survey) and assessment reports, and other acquired information and documents, as may be furnished to AtkinsRéalis. AtkinsRéalis will be under no obligation to perform exhaustive research or to examine project files / historical archives at PortMiami, in order obtain necessary project information.
- **Site reviews:** AtkinsRéalis will perform a visual site review of the new Cruise Berth 10 site for the purpose of recording the condition of the project site with still photographs and videos/drone aerials. Documentation will focus on the elements of the project that are likely to remain after demolition is complete. The Scope is limited to three (3) site reviews with an average duration of 4 hours each have to take place over the course of the development of the Design Documents.
- **Teleconferences:** Various teleconferences and emails communication are anticipated during the development of the Design Documents. The Scope is limited to 5% full time equivalent (FTE) of AtkinsRéalis project manager and designers for teleconference and email time.
- **Project Coordination with Other Port Operators and Utilities Firms:** AtkinsRéalis will coordinate with other port operators and utility services firms that provided utility services to PortMiami and/or South Florida Container Terminal (SFCT) with respect to electrical lines (including FPL's and any easements, water building connections, sanitary sewer utilities, communication (fiber optic) lines, etc). Work may require connection points outside of the site limits to this infrastructure that was recently installed.



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11

10.0 | April 28, 2026 15



5.2 Supporting Studies

Supporting studies are identified as tasks and activities necessary to produce data to support the design and permitting efforts. Supporting studies include desk top analyses, modelling, field investigations, or compliance activities. The following supporting studies have been identified and are described in further detail in the ensuing paragraphs. Where applicable, a summary description is provided with further details presented as an attachment.

- Topographical / SUE Surveys (WGI, Inc.)
- Hydrographic (bathymetry) Survey (Morgan & Eklund)
- Geotechnical Investigations and Soil characterizations (AtkinsRéalis / Langan)
- Mooring Analysis (AtkinsRéalis / Coast & Harbors Engineering)
- Wake and Scour Analysis (Coast & Harbors Engineering / AtkinsRéalis)
- Maintenance of Traffic Planning (Fincantieri / AtkinsRéalis support)

5.2.1 Topographic / SUE / Hydrographic Surveys

Topographic – AtkinsRealis will coordinate with subconsultant survey firm (WGI, Inc.) for topographic surveys at each of the project sites. Overall, the scope of work for topographic surveying is based on an approximate 12.9-acre area:

- Establish Survey Control
- Conduct a Topographic Survey
- Collect Drainage Information – including invert elevations, pipe sizes, and material types

Topographic Survey Assumptions / Exclusions

- Costs for Topographic Survey are shown based on a 12.9-acres and segmented across each of the three Design Elements.
- AtkinsRealis assumes an existing Boundary Survey will be provided by PortMiami.

Subsurface Utility Investigations (SUE) – AtkinsRealis will coordinate with subconsultant SUE firm (WGI, Inc.) for subsurface utility investigations at each of the project sites. Overall, the scope of work for SUE surveying is based on an approximate 12.9-acre area:

- Quality Level "B" utility investigation (utility designates) to depict existing utilities within project limits
- Survey and location of utility designates
- Limited Quality Level "A" with vacuum excavation test holes (maximum of 8 locations) for key utilities

Deliverables

Topographic Survey and SUE Survey exhibits

Hydrographic Survey – AtkinsRealis will coordinate with subconsultant hydrographic survey firm (Morgan & Eklund – M&E), to perform a hydrographic survey of Berth 10 area, including last section of Berth 9 up to the easternmost area where Pilot House is located. M&E will perform a multibeam bathymetric survey of the proposed Berth 10 area.



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11

10.0 | April 28, 2026 16

Deliverables will include plan view showing data plot and contours in .pdf format along with .dwg and .xyz files. This survey will be used to support the construction estimates / schedule around the 90% Design milestone.

A detailed description of the sub consultants' proposals for Topographical, SUE and hydrographic survey services Scope of Work is presented as an attachment to this document.

5.2.2 Geotechnical Investigations

As part of this Scope of Services, AtkinsRéalis will be using their geotechnical subconsultant, Langan, to perform geotechnical engineering studies for the proposed Berth 10 project. Langan has been providing geotechnical and environmental engineering services throughout South Florida for more than 40 years. Their project experience at PortMiami includes the redevelopment of Wharves 6 and 7, the Port of Miami Tunnel, the Royal Caribbean Office Building, Terminal F Expansion, the Virgin Voyages terminal and most recently, MSC Cruises Terminal which includes Berths 8 and 9.

The Geotechnical Investigations will include borings and laboratory analysis for soils properties and laboratory analysis for disposal materials characterization.

Geotechnical Investigation

- a. Six (6) Standard Penetration Test (SPT) borings to a depth of 70 feet each along the proposed bulkhead alignment. Standard Penetration Test (SPT) to the boring termination depth
- b. Six (6) additional borings, located adjacent to the 7-foot SPT borings for discrete rock coring along the depths that the initial SPT boring indicates the presence of hard or well cemented limestone to obtain intact core samples for the purpose of strength testing.
- c. Three (3) SPT borings to a depth of 50 feet each at access areas of the proposed berth dredge area within the existing paved surface. SPT to the boring termination depth
- d. Three (3) additional borings, located adjacent to the 50-foot SPT borings for discrete rock coring along the depths of that the initial SPT boring indicates the presence of hard or well cemented limestone to obtain intact core samples for the purpose of strength testing.
- e. Three (3) SPT borings to a depth of 75 feet along the proposed passenger boarding concourse extension.
- f. Two (2) SPT borings to a depth of 75 at the location of the proposed provisioning building.
- g. Two (2) SPT borings to a depth of 50 feet at the future apron near a drainage well and toe wall extension of the bulkhead wall.
- h. One (1) SPT boring to a depth of 50 feet at the future foundation for high mast pole relocation
- i. Three (3) South Florida Water Management District (SFWMD) type exfiltration (percolation) tests at a depth of 15 feet each.
- j. Geotechnical Laboratory Testing
 - i. Percent Passing the #200 Sieve (ASTM D1140) 20 Tests
 - ii. Moisture Content Tests (ASTM D2216) 20 Tests
 - iii. Atterberg Limits (ASTM D4318) 15 Tests
 - iv. Unconfined Compressive Strength of Rock Cores (ASTM D7012C) 30 Tests
 - v. Splitting Tensile Strength of Rock Cores (ASTM D3967) 30 Tests



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11
10.0 | April 28, 2026

17

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- k. Preparation of geotechnical engineer report with recommendations

The detailed scope of work for the Geotechnical investigations is shown in the Supporting Studies Section of this document.

Soil Materials Characterization

A Materials Characterization study will be required for disposal of dredged materials. The characterization and evaluation will consider the Miami Dade County Department of Regulation and Economic Resource (RER) Division of Environmental Resources Management (DERM) Soil Reuse Guidance (2025). Langan will prepare a sampling plan for DERM review and approval prior to implementation. This plan will include pre-characterization of materials for spoil disposal. Soil sampling will be conducted as part of the geotechnical field subsurface investigation. Langan will subcontract an environmental laboratory certified by the National Environmental Laboratory Accreditation Program (NELAP) to provide analytical services. The soil reuse evaluation will be based on eight (8) additional soil borings within the dredge area to be performed concurrently with the proposed geotechnical field investigation. Langan will prepare a Final Soils Management Plan approved by DERM for use during construction based on the studies conducted.

Scope and approach for development of a sampling and analysis plan for soil characterization is included in Langan's proposal as shown in the Supporting Studies Section of this document.

5.2.3 Coral Resources Coordination

PortMiami has provided direction to Fincantieri to include as part of their services, the contracting of a specialize coral relocation subcontractor for performing the following tasks: pre-relocation survey of ESA-Listed Coral colonies; survey of receiver sites and final site selection; coral and boulder relocation; monitoring and performance tracking and final reporting and closeout.

As part of this contract, AtkinsRéalis will support Fincantieri in updating the draft Request for Proposal documents to select a responsive and capable subcontractor for fulfilling these tasks. AtkinsRéalis environmental scientists, with the assistance of other support staff, will oversee the RFP process; evaluate the proposals submitted; provide an analysis of the RFP responses to Fincantieri and PortMiami; review and comment on the coral relocation subcontractor's work plan, staffing plan and schedule; provide limited oversight support to Fincantieri on the coral pre-relocation ESA-listed coral colony survey; review pre-relocation survey results report; provide limited oversight support to Fincantieri on the receiver site survey results (Receiver Site 1 and POM-A) and final site selection recommendations from the coral subcontractor; provide limited oversight support to Fincantieri on the coral and boulder relocation at Pilot House Revetment area (Receiver Site 1); and provide reviews of the Colony Attachment Assessment Report, Time Zero baseline monitoring report, as well as reviews of the one week, three-month, six-month and one year post-construction monitoring reports; and attend up to three project meetings.

5.2.4 Mooring Analysis

AtkinsRéalis will perform a limited quasi-static mooring analysis using OPTIMOOR for up to three (3) design vessels to be agreed upon by the Port. The objective of the mooring analysis is to determine the location and size of the mooring bollards and fenders for the berth. The analysis will focus on the environmental conditions (current in channel and wind) for the vessels. No dynamic effects will be included; those are being covered by the dynamic and passing ship analysis being furnished by others for the Port. The maximum wind speed, vessel excursion (surge, sway, heave) and



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11

10.0 | April 28, 2026 18

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operational limits for the mooring analysis will be determined at the project kick-off and agreed upon by the Port prior to starting the mooring analysis. AtkinsRealis recommends a large, medium, and small cruise vessel be selected for this mooring analysis. AtkinsRealis will present the findings of the mooring analysis vessel to the Port prior to moving forward with the structural design of the berth. AtkinsRealis will coordinate at least one meeting with the Port consultant doing the Dynamic Mooring Analysis so both parties can discuss and coordinate scopes.

Deliverables

Mooring Analysis Report.

5.2.5 Wake and Scour & Passing Ship Analyses

Under subcontract to AtkinsRealis, Coast & Harbor Engineering, Inc. (CHE) will prepare a Wake and Scour Analysis and a Passing Ship Hydrodynamic Analysis. The goal of these analyses is to evaluate potential bulkhead toe scour, and passing ship drawdown effects, for the purposes of bulkhead design at Berth 10. The outputs from this analysis will be utilized to inform the bulkhead design details. The study limits will include the alignment of Berth 10 proposed bulkhead including the toe wall and return wall.

The detailed scope of work for the Wake and Scour & Passing Ship Analyses is shown in the Supporting Studies Section of this document.

Deliverables

- Design propeller/thruster wash velocity magnitudes and durations for use in berth scour analysis.
- Potential scour depths at the bulkhead and scour evaluation using direct simulation in combination with empirical methods.
- Time histories of water level along the bulkhead, distributions of water level at different time periods, and/or hydrostatic pressure/load changes during passing events.

5.2.6 Maintenance of Traffic Planning

Maintenance of Traffic (MOT) planning will be led by Fincantieri, with support from AtkinsRéalís. AtkinsRéalís will provide traffic engineering services and limited production CADD services in support to Fincantieri for development of the MOT plans. We have identified support hours for MOT Planning in both the Passenger Concourse Extension Design Element and the Provisioning Building and Site Development Design Element. Fincantieri to provide AtkinsRealis phasing plans.

Deliverables

- MOT Planning Support personnel, plans and drawings at the direction of Fincantieri.

5.3 Marine Infrastructure – Berth 10 Design

The Marine Infrastructure for Berth 10 will be designed as one deliverable package, that includes:



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11

10.0 | April 28, 2026 19

- Landside Bulkhead Design
- Waterside Bulkhead, Apron and Dredging Design

Miami-Dade County has secured a grant from FDEP (Agreement No. 25SRP09), that will be used solely for the Berth 10 Bulkhead component. Moreover, the project description includes the following language:

- *Miami-Dade County (Grantee) will conduct the Miami-Dade County Port Miami Berth 10 Bulkhead Improvements Project (Project) to include construction of an elevated and strengthened bulkhead with a height expansion of up to 13' NGVD along 1,225 linear feet of the northeastern area of the seaport. The Project also includes the construction of a return wall aimed at facilitating natural water movement and the installation of an angled submerged transition toe wall.*

AtkinsRealis acknowledges that this grant and its requirements are exclusive to the marine (bulkhead) components and do not apply to the concourse extension, provisioning building and civil-site developments that are part of the overall scope of our services. Drawings prepared for this element will be aligned to the extent possible with the requirements of FDEP Grant Agreement.

5.3.1 Landside Bulkhead Design

The purpose of the Landside Bulkhead Design is to allow the marine contractor the opportunity to install the landside steel sheet pile bulkhead (or combi-wall system) as the first phase. Port Miami has already secured in advance the federal and state permits (USACE, FEDP, RER Class I) needed for landside and waterside construction work.

The Landside Bulkhead construction involves the installation of the landside segment of the Cruise Berth 10 bulkhead, a distance of about 1,225 linear feet inclusive of; the main sheet pile bulkhead, walers, tie-rods and anchor walls and other structural elements required to complete the landside bulkhead. This construction phase will also include the installation of a temporary stormwater management plan, to address runoff during the Landside Bulkhead construction.

The Landside Bulkhead Design effort includes the following activities:

- Mooring Analysis (described under Supporting Studies)
- Structural Designs –
 - **30 percent Design Phase** – basis of design, construction drawings, technical specifications, and computations. All documents shall be submitted in electronic format.
 - As per FDEP grant requirements, 30% deliverables including conceptual drawings and preliminary cost estimate will be delivered to FDEP Grants Manager by Port Miami
 - **60 percent Design Phase**– basis of design, construction drawings, technical specifications, and computations. One (1) Value Engineering – VE session Workshop for both, landside and marine bulkhead design. One (1) Risk register Workshop for both, landside and marine bulkhead design. All documents shall be submitted in electronic format.
 - As per FDEP grant requirements, 60% deliverables will be delivered to FDEP Grants Manager by Port Miami
 - **90 percent Design Phase** – basis of design, construction drawings, technical specifications, and computations. All documents shall be submitted in electronic format.



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11

10.0 | April 28, 2026 20

- **Final Design Phase** – basis of design, construction drawings, technical specifications and drainage computations signed and sealed as required for permitting and record purposes. Final documents will incorporate all applicable regulatory agency and building department comments received at the 90% design phase and approved by Port Miami. All documents shall be submitted in electronic format.
- As per FDEP grant requirements, Final Design deliverables will be delivered to FDEP Grants Manager by Port Miami
- Temporary Stormwater Management Plan (Described under Regulatory Permitting)

5.3.2 Waterside Bulkhead and Apron Design

The Waterside Bulkhead and Apron involve the completion of the new Cruise Berth 10 including the installation of the waterside segment of the Berth 10 end return wall and toe-wall, a length of about 95 feet plus 155 feet long at the eastern end of the berth respectively. The remaining work is inclusive of bulkhead, tiebacks, and anchor walls and all other elements necessary to complete the new berth, including the apron with passenger loading bridge runways, mooring bollards, potable water filling stations and floating foam filled fenders, etc. This phase of the work also includes site demolition, demolition of existing return wall at Berth 9 and mass excavations and berth dredging. The Waterside Bulkhead and Apron Design will include:

- Selective site demolition (existing end return wall, Berth 9)
- Mass excavations and dredging, including design of steel sheet piling turbidity control system for in-water works in compliance with environmental permits
- Berth deepening (dredging)
- Bulkhead and return wall / toe wall returns
- Mooring bollards (dockside and landside) – to include drilled shafts for high wind bollards.
- Marine floating foam filled fenders
- Bulkhead cap
- Removable curbing
- Passenger bridge runways and tie-downs
- Dockside potable water filling stations
- Apron pavement
- Apron grading and drainage
- New drainage outfall
- Turbidity Control plans

The construction will be undertaken after all federal, state and county regulatory agency permits are obtained for the full development of new Cruise Berth 10 development. The Waterside Bulkhead and Apron Design Construction Documents under this Scope of Services consist of the following:

- Bulkhead, Apron & Dredging Design
- **30 percent Design Phase** – basis of design, construction drawings, technical specifications, and computations. All documents shall be submitted in electronic format.



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11
10.0 | April 28, 2026

21

- As per FDEP grant requirements, 30% deliverables including conceptual drawings will be delivered to FDEP Grants Manager by Port Miami
- **60 percent Design Phase** – basis of design, construction drawings, technical specifications, and computations. Value Engineering – VE session Workshop and Risk register Workshop per 60% Design Phase Landside discussed above. All documents shall be submitted in electronic format.
 - As per FDEP grant requirements, 60% deliverables will be delivered to FDEP Grants Manager by Port Miami
- **90 percent Design Phase** – basis of design, construction drawings, technical specifications, and computations. All documents shall be submitted in electronic format.
- **Final Design Phase** – basis of design, construction drawings, technical specifications and drainage computations signed and sealed as required for permitting and record purposes. Final Design documents will incorporate all applicable regulatory agency and building department comments received at the 90% design phase and approved by Port Miami. All documents shall be submitted in electronic format.
- As per FDEP grant requirements, Final Design deliverables will be delivered to FDEP Grants Manager by Port Miami
- Apron Stormwater Drainage System

5.4 Concourse Extension Design

The Concourse Extension Design will be developed to align with the architectural and engineering design characteristics of the existing concourse. However, several questions will need to be answered regarding overall length, the systems to descend from the second level to a primary level at Berth 10, locations for stairway exits, PBB(s) locations, etc. As such, our approach will include a concept planning phase to characterize the requirements for the project and proceed through final construction documents following approval of requirements. The design process for the Concourse Extension Design will be divided in the following phases:

- Phase I: Pre-Design
- Phase II: Schematic Design (30% Design)
- Phase II: Design Development (60% Design)
- Phase IV: Construction Documents (90%, Final Design)
- Phase V: Construction Administration

Each of these steps are discussed in further detail in the following paragraphs.

5.4.1 Phase I: Pre-Design

The Pre-Design Phase will focus on defining the characteristics and limits of the Concourse Extension, and will include the following:

- Define the architectural design features, envelope, desired finishes, etc.
- Define LEED goals and objectives for project
- Define PBBs (tie-downs, runways or full concrete apron, geometry, electrical service connections to the Concourse and data conduits requirements)



[LATEST] AtkinsRealis Proposal -
 PortMiami Design Services - Berth 10 -
 Concourse Extension - Provisioning
 Building_V9aa (4)
 FIF-POM-B11
 10.0 | April 28, 2026

22

- Define the project requirements, including overall length of the extension, systems to descend from the second level to a primary level at Berth 10, elevation of finish floor, CBP operating requirements, and site constraints
- Detailed review of existing plans and specifications for existing concourse
- Evaluate site conditions as it relates to ongoing construction activities, tenant activity relocations, utilities availability and connectivity to existing concourse
- Identify IT and communications connectivity requirements for a primary-user cruise line, and preferred IT and communications requirements to support multi-vessel operations
- Identify functional requirements for PBB locations, emergency exits, moving walkways, etc.

Deliverables

Project Requirements Report, Site Analysis Report

5.4.2 Phase II: Schematic Design

In this Phase, AtkinsRéalis will develop the overall Concourse Extension Concept Design, including the following activities:

- Concourse charrette meeting
- Develop the concept design for the Concourse Extension, including overall dimensions, elevations, general layout and functional relationships
- Develop 2D schematic plans and basic 3D Model to illustrate design intent
- Select preliminary materials, finishes and design elements
- Address accessibility, fire safety, and building code compliance
- Overview of LEED goals and objectives for project
- Review concept design with client and Port *(Port Miami to engage MSC Cruises if necessary)*

The Concourse stakeholder charrette at the PortMiami is a structured, collaborative workshop led by the architectural team to vet programmatic, operational, security, and passenger-experience requirements early in the design process. Bringing together PortMiami staff, cruise line representatives, federal agencies, security officials, and the multidisciplinary design team, the charrette establishes a shared understanding of existing conditions and constraints, tests multiple layout and circulation scenarios in real time, and evaluates them against cruise operations, CBP processing, ISPS security, and potential future growth needs. Through facilitated discussion and iterative concept development, the process builds consensus around a preferred concourse approach, documents key assumptions and non-negotiable requirements, and reduces downstream risk by aligning stakeholders on a clear, operationally sound design direction for the Concourse.

Deliverables

Schematic Floor Plans, Preliminary Elevations, Sections, material palette for exterior finishes and Basic 3D Model.

5.4.3 Phase III: Design Development

Following review and approval of the Schematic Design, AtkinsRéalis will move forward with Design Development. The design development phase will seek to verify and utilize existing design details from the existing concourse design,



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11

10.0 | April 28, 2026

23

applied to the Concourse Extension as appropriate. However, should a significant difference exist (i.e. a single-story concourse vs. a two-story concourse), assumed design characteristics may need to be adjusted accordingly. The Design Development Phase will include the following activities:

- Structural Design Coordination
- Coordination of Building Systems (mechanical, electrical inclusive of PBB electrical service plugs and apron lighting, plumbing)
- Detailed layouts
- Confirmation / Selection of materials, finishes, and design elements

Deliverables

Detailed Floor Plans, Elevations, Sections; Outline Specifications for materials and finishes and updated Basic 3D Model.

5.4.4 Phase IV: Construction Documents

Following approval of the Phase III Deliverables, AtkinsRéalis will move to development of the Construction Documents. Activities will include:

- Prepare detailed architectural drawings and specifications for permitting and construction
- Prepare detailed civil site plans
- Coordinate structural, mechanical, electrical, plumbing, fire protection and detection and civil engineering for development of detailed plans and specifications.
- Finalize LEED goals and objectives for project
- Coordinate compliance with building codes, safety standards, and ADA guidelines as required

Deliverables

Full Set of construction documents (life safety plans, floor plans, reflected ceiling plans, roof plans, elevations, sections, partition types, schedules and details); specifications for materials and systems, coordination documents and supporting calculations from engineering disciplines.

5.4.5 Phase V: Construction Administration

The scope for construction administration is discussed in the Construction Phase Services section of this document. For purposes of preparing this proposal, the costs for Construction Administration Phase Services are excluded and will be addressed in a future proposal. The construction administration services include field support of RFIs, review of submittals and shop drawings and as-builts.

5.4.6 LEED and Sustainability – Concourse Extension

Leadership in Energy and Environmental Design (LEED) and sustainability differ fundamentally in scope, intent, and practical application within building design. LEED functions as a structured, third-party rating system with prescriptive criteria and documentation requirements aimed at verifying a building's environmental performance. It provides a



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11

10.0 | April 28, 2026 24



measurable path, through prerequisites, credits, and certification levels, to demonstrate compliance with specific green building strategies. Sustainability, by contrast, is a broad, holistic design philosophy grounded in long-term environmental stewardship, social equity, and economic resilience. Rather than following a checklist or point system, sustainability influences every stage of the design and construction process, encouraging integrated decision-making, passive strategies, lifecycle thinking, and resilience measures that often extend beyond what LEED explicitly requires. Because of its flexibility and alignment with modern design priorities, sustainability has become a standard practice in architecture and engineering, embedded in professional norms, client expectations, and regulatory trends, regardless of whether a project seeks certification. As such, the LEED effort on this project is separate from the sustainability effort for the reasons mentioned above, reflecting the distinction between pursuing a formal certification and adopting broader, ongoing sustainable design practices that naturally guide the project's development.

The proposed addition to the existing LEED Gold-certified building is not required to follow the same LEED criteria as the original facility, according to USGBC guidance. Instead, the addition may pursue certification as a stand-alone project, provided it meets the LEED requirements applicable to new construction or major renovations. This approach is typically more cost-effective than certifying both the existing structure and the new addition together. The addition may also operate independently through its own air distribution systems and separately metered energy and water services. It remains essential, however, that the addition comply with all current LEED standards relevant to its construction phase.

As part of this scope, AtkinsRealis will provide the necessary services to achieve LEED Silver certification for the Passenger Concourse Extension addition, as required under Miami-Dade County's Sustainable Buildings Program.

5.5 Provisioning Building and Site Development Design

The Provisioning Building is planned for approximately 10,000 square feet, with truck access doors, surrounding circulation areas, road leading to site, site lighting and interior design features. This effort includes the site development associated with the provisioning building as well as the south access roadway, which includes a manned gated entrance and small parking lot to support the provisioning building; the lot shall include gated access from the Port cargo area for vehicles, drainage design, lighting, ADA compliance, pedestrian connections to the provisioning building, and layout optimizations to maximize use of the footprint. At present, AtkinsRéal is not aware of any concept design that is available to characterize the preliminary development plan other than a preliminary sketch included in the exhibit "2026-02-06 Berth 10 limits" provided to Fincantieri and AtkinsRealis by Port Miami. As such, our approach will begin with a schematic design phase. The design process for the Provisioning Building Design and site development will be divided into the following phases:

- Phase I: Pre-Design
- Phase II: Schematic Design (30% Design)
- Phase II: Design Development (60% Design)
- Phase IV: Construction Documents (90%, Final Design)
- Phase V: Construction Administration

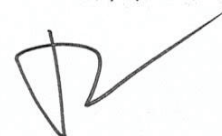
Each of these steps are discussed in further detail in the following paragraphs.

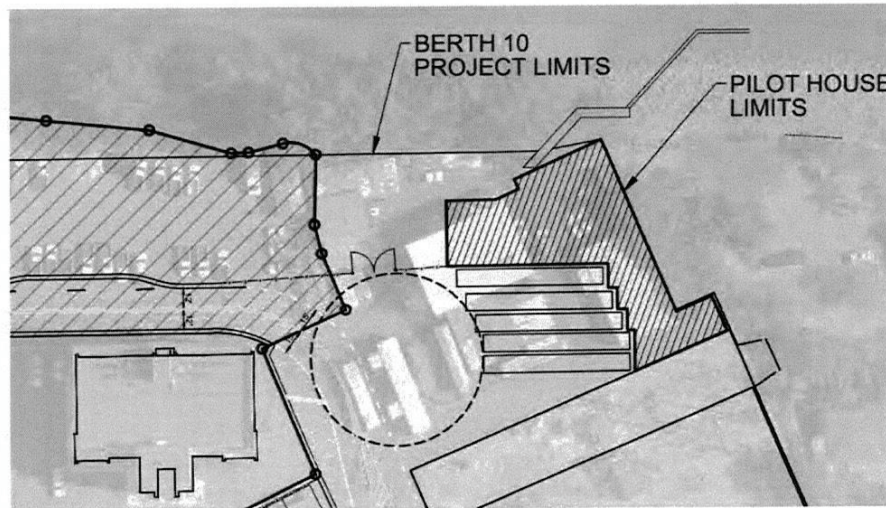
Following is a sketch of the preliminary area for provisioning building as per Port Miami sketch:



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11
10.0 | April 28, 2026

25





5.5.1 Phase I: Pre-Design

The Pre-Design Phase will focus on characterizing the requirements for the project, and will include the following:

- Define project goals, requirements and constraints
- Define project LEED goals and objectives
- Define parameters of 'design' ship (length overall, location of main doors and provisioning doors, PBB connecting locations to ship, PBB geometry, Port or Starboard side to configurations, sequence of berthing based on other Port terminals, etc.)
- Define provisioning requirements (number of bays, elevated or non-elevated docks, enclosed or semi-enclosed building), office space, restroom(s) etc.
- Evaluate site conditions, traffic conditions, tenant requirements, permitting requirements, utilities availability, and other environmental factors
- Identify the functional requirements for the Provisioning Building and surrounding vehicle movement and staging areas, provide space allocation, and identify alternative workflows
- Establish geometry of roadways leading to provisioning building and south entrance, barricade/security fence features, roadway lighting.

Deliverables

Project Requirements Report, Site Analysis Report, Preliminary Space Allocation Schematic

[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11

10.0 | April 28, 2026 26



5.5.2 Phase II: Schematic Design

In this phase, AtkinsRéalis will develop the overall concept for the Provisioning Building and site development. Activities will include:

- Provisioning Building charrette meeting
- Develop conceptual designs for the Provisioning Building, including Site Layout, Building Orientation, Functional Relationships (storage areas, office space, loading docks, parking, vehicle circulation, etc). Develop conceptual design for roadways geometry leading to provisioning building and south entrance, barricade/security fence features, roadway lighting.
- Develop 2D schematic plans and basic 3D models to illustrate design intent
- Select preliminary materials, finishes and design elements
- Address accessibility, fire safety, and building code compliance
- Overview of LEED goals and objectives for project
- Review concept designs with client, and incorporate client feedback to refine the design

The Provisioning Building charrette at the PortMiami is conducted as a structured, stakeholder-driven workshop led by the architectural team to vet operational workflows, space programming, security, and regulatory requirements at the outset of design. Port operations staff, cruise line provisioning and logistics teams, CBP, security representatives, and the multidisciplinary design team collaboratively review existing conditions, projected provisioning volumes, truck and dockside logistics, bonded goods handling, and site constraints such as flood elevation and utilities. Through facilitated discussions, real-time diagramming, and testing of building and site layout scenarios, stakeholders evaluate receiving, storage, inspection, staging, and vessel delivery processes to ensure efficiency, compliance, and long-term flexibility. The charrette builds consensus around a preferred provisioning building concept, confirms non-negotiable operational and security criteria, and documents key assumptions and decisions, establishing a vetted design framework that reduces risk and supports the PortMiami's ongoing cruise operations strategy.

Deliverables

Schematic Floor Plans, Preliminary Building Elevations and Sections, material palette for exterior finishes and Basic 3D Models

5.5.3 Phase III: Design Development

Following approval of the Schematic Design, AtkinsRéalis will focus on design development, including:

- Structural Design Coordination
- Coordination of Building Systems (mechanical, electrical, plumbing)
- Detailed layouts for storage areas, office space, restrooms, vehicle access areas, ADA requirements, etc.
- Final site development for roadways, barricades/fencing and roadway lighting.
- Confirmation / Selection of materials, finishes, and design elements
- Incorporate energy-efficient and sustainable design strategies where applicable



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11

10.0 | April 28, 2026 27

Deliverables

Detailed Floor Plans, Elevations, Sections; Outline Specifications for materials and finishes; Updated 3D Model

5.5.4 Phase IV: Construction Documents

Following approval of the Phase III Deliverables, AtkinsRéalis will move to development of the Construction Documents. Activities will include:

- Prepare detailed architectural drawings and specifications for permitting and construction
- Prepare detailed civil site plans for vehicle movement areas, access roads, barrier walls, site lighting, fencing and traffic management facilities
- Coordinate structural, mechanical, electrical, plumbing, and civil engineering for development of detailed plans and specifications.
- Coordinate compliance with building codes, safety standards, and ADA guidelines as required

Deliverables

Full Set of construction documents (life safety plans, floor plans, reflected ceiling plans, roof plans, elevations, sections, partition types, schedules and details); specifications for materials and systems, coordination documents and supporting calculations from engineering disciplines.

5.5.5 Phase V: Construction Administration

The scope for construction administration is discussed in the Construction Phase Services section of this document. For purposes of preparing this proposal, the costs for Construction Administration Phase Services are excluded and will be addressed in a future proposal. The construction administration services include field support of RFIs, review of submittals and shop drawings and as-builts.

5.5.6 LEED and Sustainability – Provisioning Building

Leadership in Energy and Environmental Design (LEED) and sustainability differ fundamentally in scope, intent, and practical application within building design. LEED functions as a structured, third-party rating system with prescriptive criteria and documentation requirements aimed at verifying a building's environmental performance. It provides a measurable path, through prerequisites, credits, and certification levels, to demonstrate compliance with specific green building strategies. Sustainability, by contrast, is a broad, holistic design philosophy grounded in long-term environmental stewardship, social equity, and economic resilience. Rather than following a checklist or point system, sustainability influences every stage of the design and construction process, encouraging integrated decision-making, passive strategies, lifecycle thinking, and resilience measures that often extend beyond what LEED explicitly requires. Because of its flexibility and alignment with modern design priorities, sustainability has become a standard practice in architecture and engineering, embedded in professional norms, client expectations, and regulatory trends, regardless of whether a project seeks certification. As such, the LEED effort on this project is separate from the sustainability effort for the reasons mentioned above, reflecting the distinction between pursuing a formal certification and adopting broader, ongoing sustainable design practices that naturally guide the project's development.



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11

10.0 | April 28, 2026 28



As part of this scope, AtkinsRealis will provide the necessary services to achieve LEED Silver certification for the Provisioning Building, as required under Miami-Dade County's Sustainable Buildings Program.

5.6 Regulatory Permitting Services

Regulatory Permitting Services will include support for

- Environmental Permitting
- Building Permitting Support
- Specialty Permitting Support

5.6.1 Environmental Permitting:

AtkinsRéalis understands that most of the environmental permits necessary for this project have been secured by Port Miami. Nonetheless, AtkinsRealis will revise these permits and will provide feedback and support to Port Miami in case there is any requirement(s) or conditions necessary to be reviewed during this design. AtkinsRealis will prepare and/or update applications for state (FDEP) and county (RER) permits including construction documents in the appropriate format for use in submitting applications for permits to the aforementioned regulatory agencies. The focus of these permits will be on the installation of the landside bulkhead and the associated temporary stormwater management plan. Permits to include:

- FDEP - Stormwater Management Plan Permit (currently Permit No. 0181285-015 BI Modification was issued but will need to be extended as it expired on 4/19/2023). PortMiami to submit the permit package to FDEP.
- FDEP Permit 0181285-017-BI, issued on April 19, 2023, for the construction of Berth 10
- FDEP Permit Modification 0181285-025-BN, issued on October 8, 2025, to revise the submerged aquatic vegetation mitigation credit purchase from the FPL Everglades Mitigation bank pursuant to Specific Condition 3.h
- RER Class I - Coastal Construction Permit – already secured by Port Miami (Class I Construction Permit, CLI-20240080, expiration date: 1/2/2029)
- RER Class II - Stormwater Discharge System Outfall Permit
- RER Class V - Construction Dewatering Plan Permit
- USACE, Permit SAJ-2006-06547, issued September 2, 2025, for Berth 10 construction. Permit secured by Port Miami with expiration date of September 2, 2035

AtkinsRéalis will facilitate one (1) - pre-application meeting with each regulatory agency to be held at PortMiami or at the offices of each agency, within Broward and/or Miami-Dade Counties.

Stormwater Pollution Prevention Plan (SWPPP) AtkinsRéalis will prepare the SWPPP to be located on site during construction. SWPPP will comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) General Permit for Construction Activities.



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[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11
10.0 | April 28, 2026

29

Temporary stormwater management plans: AtkinsRealis will develop temporary stormwater management plans, to be implemented during the installation of the landside bulkhead and waterside bulkhead. AtkinsRéalis will collaborate with Fincantieri to determine the best practices plan to include rough grading and temporary drainage system during construction. AtkinsRéalis will submit said documents to Fincantieri for review at the 60 and 90 percent complete progress level and at the Final completion. Intermediate informal submittals may be made at any time.

Permit applications for a US Army Corps of Engineers (USACE) Dredge and Fill permit pursuant to Section 10 of the Rivers and Harbor Act; and Florida Statewide Environmental Resources Permit (SWERP) pursuant to Chapter 62-330, Florida Statutes and other related permits and associated activities were obtained by PortMiami and will require no action by AtkinsRéalis. Permit No. **SAJ-2006-06547 (SP-MJP)** Modification was issued on September 2, 2025. Permit authorizes "1) Construction of approximately 1,000 feet of bulkhead with a 95-foot return wall and a 155-foot toe wall; and 2) Excavation of Berth 10 above Mean High Water (MHW) will result in 90,000 square feet of submerged lands being created to a depth of -36.0 ft + 2 ft over dredge and 150,000 square feet of new dredge surface area below MHW lands being created to a depth of -36.0 ft + 2 ft over dredge. Excavation and dredging will result in 251,000 cubic yards removed during construction".

AtkinsRéalis will provide technical responses to regulatory agency review comments and/or requests for additional information (RAI'S) and will furnish revised documents, as may be appropriate, for approval by the regulatory agencies. AtkinsRéalis will coordinate up to two (2) responses each to RAI's or position letters from the agencies in letter format. If additional responses to agency requests or questions are needed, beyond the services specified in this Task Order, additional services may be required.

AtkinsRealis will not provide permit close out assistance. Such activities will be included in the Construction Phase Services.

5.6.2 Building Department Permitting

AtkinsRéalis will furnish landside bulkhead and temporary stormwater management plan, technical specifications and computations for use in obtaining a building permit through the Miami-Dade County RER. This effort will include the Concourse Building extension as well as the provisioning Building permit documents.

AtkinsRéalis will facilitate one (1) pre-application meeting with Building Department officials (plans reviewers) and will attend a maximum of three (3) meetings at the Building Department if deemed appropriate to expedite the plans review and approval process. Fincantieri will provide a Permit Expeditor to support the permitting process and AtkinsRealis will work with the expeditor as needed.

AtkinsRealis will prepare and submit early preliminary drawings (dry run), to review with Miami Dade Building Department in an attempt to improve the review cycle and approval of permits. AtkinsRéalis will provide technical responses to Building Department review comments and will furnish revised documents, as may be appropriate and approved by PortMiami. Permit package to Building Department will be submitted by AtkinsRéalis.

5.6.3 Specialty Permitting (FDEP, FDOH)

AtkinsRéalis will prepare documentation for state (FDEP) and Department of Health (FDOH) permits and furnish construction documents in the appropriate format for use in submitting to the regulatory agency construction permits for



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11
10.0 | April 28, 2026

30

the water mains and drainage wells at apron. Permit applications will be signed by the Port. Permit applications will be prepared to include:

FDEP – Notification/Application to Construct, Repair, Modify or Abandon a Well (FDEP Form 62-532.900(1))

FDOT – Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs

AtkinsRéalis will facilitate and attend a pre-application meeting by phone for the above permit applications with each regulatory agency at PortMiami within Miami-Dade County. For budgeting purposes, we have assumed that the pre-application will not require significant follow-up.

AtkinsRéalis will coordinate and provide technical responses to each regulatory agency review comments and/or requests for additional information (RAI'S) and will furnish revised documents, as may be appropriate. For budgeting purposes, we have assumed two (2) review cycles. If additional responses to agency requests or questions are needed, beyond the services specified in this Task Order, additional services may be required.

6. Construction Phase Services

Construction phase services are not included in the scope of work. A separate proposal will be prepared addressing the efforts necessary for providing construction inspection services (CIS), inclusive of Special Inspector Services. A Special Inspector to fulfill the duties of Special Inspector as defined by Miami-Dade County, Permitting and Inspection Center, for the trades of Piling, Steel Connections and Soil Compaction, will be required. These separate services will include answering RFIs and submittal approvals. As-built services are not included in general Construction Phase Services. Support during construction for Soils Management Reports and other services not identified are excluded.

7. Schedule & Fees

The estimated schedule for the Project deliverables is provided in Appendix B (Schedule) of the Professional Design Agreement executed between Fincantieri and AtkinsRéalis on [to be decided] (the "Agreement").

The Fees for this Scope of Services is provided in Appendix C ("Pricing" or "Fee") of the Agreement.



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[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11

10.0 | April 28, 2026 31

8. Assumptions and Exclusions

Assumptions

The Basic Services and Fees associated with this Scope of Services are based on the following assumptions and documents being furnished to AtkinsRealis:

- Access to the sites for field investigations will be provided with undue delay
- Existing drainage infrastructure (by others) - CADD files.
- Demising premises property (by others) - CADD files.
- Legal descriptions of property site(s) to be provided by Port Miami on all areas in this scope of work.
- AtkinsRealis will have access and the right to use existing CADD drawings and specifications for the existing concourse design.
- AtkinsRealis will have access and the right to use existing CADD drawings and specifications for existing roadways and site lighting within the vicinity of the provisioning building location.
- Due to the presence of transmission and distribution lines that FP&L has near berth 10 site, our structural design will incorporate ways of reducing the overall depth of pipe piles to avoid any conflict with these lines. Final design may be able to be done considering ease of construction execution and ensuring the construction safety of the field work.
- IT and communications requirements are defined during the Pre-Design phases of the project, including identifying a reasonable number of potential swing berth users.
- AtkinsRéalís assumes existing Information Technology (IT) Rooms are sufficient to accommodate low voltage conduits and communications equipment to support Berth 10 low voltage IT and communications requirements, inclusive of anticipated swing berth users.
- AtkinsRéalís has included budget to develop plans to accommodate low voltage IT and communications conduit requirements to accommodate the planned swing berth multi-vessel operations.
- Water CADD models to be provided by PortMiami for potable water distribution system
- Existing utility (water, electrical, telecommunication) infrastructure - CADD files.
- Cost estimates and quantities will be prepared by the Contractor.
- Deliverable packages are for 30%, 60%, 90% and Final submittals for each of the three (3) main design elements. The deliverable packages for 30%, 60% and 90% will receive the Port of Miami review and comments. AtkinsRéalís' Scope of Services concludes with the submission of the Final deliverables to the Port of Miami. AtkinsRealis will not be providing additional packages or fragmenting the interim deliverables into additional trade packages.
- The Design concept associated with the 60% design submittal shall be deemed frozen as of its submission to Port Miami ("Design Freeze Date"). Contractor requested modifications after the Design Freeze Date shall constitute a Change in line with the Agreement.
- The Concourse Extension will be an elevated single-story structure, with the volume of enclosed space limited to approximately 10-feet between finished floor and ceiling.
- Passenger boarding bridge (PBB) geometry, wheel and tie-down locations and loadings. PBB design and fabrication to be coordinated by PBB team (others) with Concourse parameters for PBB operations provided to AtkinsRéalís during the Concourse Pre-Design Phase.



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11
10.0 | April 28, 2026

32

- Design vessel(s) with all relevant data including length (Length overall and Length between perpendiculars), beam, design draft, tonnage, longitudinal and transverse wind areas above design water line (DWL), mooring fairlead locations, mooring winch information (capacity and numbers of winches available FWD and AFT), mooring deck elevation (FWD and AFT), hull parallel midbody limits (FWD and AFT), mooring line specification (Type, diameter and Maximum Breaking Load (MBL), mooring line tails (if used) and location and height of all provisioning doors and their desired positioning with the shore access location (PBB/gangway).
- Passing Ship and Dynamic mooring analysis defining demand and location (including elevation) of mooring bollards will be provided by others.
- Scope does not include hiring any underwater inspections firms
- AtkinsRealis biologists will include time to review the coral relocation subcontractor's drafts of the Colony Attachment Assessment Report, Time Zero baseline monitoring report, and four post-construction monitoring reports (i.e., one week, three-month, six-month, and one year).
- Location of shipside potable water filling stations (to avoid conflicts with provisioning doors of vessels).
- Schedule is based on schedule from FIF dated February 16, 2026. Schedule workshop shall be finalized between AtkinsRealis, Fincantieri and Port Miami later on so schedule reflects accuracy on the timelines and delivery dates moving forward.
- Port Miami will provide additional details and information for the relocation of one (1) high mast pole near the SFCT site.
- Because the FDEP Grant Agreement is executed exclusively between the County and the State, none of its terms or obligations apply to, or are enforceable against, AtkinsRéalis. Our role is limited to supporting the County in meeting any grant related requirements that pertain specifically to the Pre Development scope defined in the Interim Agreement for the marine infrastructure of Berth 10. The activities included in this Proposal related to the FDEP Grant are strictly administrative. They do not include any studies (including the SLIP Study) or any other tasks outside the scope or obligations established in the Interim Agreement. This Proposal is based on the understanding that the terms and conditions of the FDEP Grant Agreement do not supersede, modify, supplement, or otherwise affect the responsibilities of AtkinsRéalis under the Interim Agreement between the Parties.
- All BIM will be prepared to LOD 300 level.
- The estimated schedule is dependent on the timely completion of certain prerequisite activities, as identified in Appendix B (Schedule). Such activities include, but are not limited to: site clearance to allow activities (including tenant relocation and temporary conditional cleared); availability of Concourse CAD files; confirmation of design vessel and berthing configuration; confirmation of Passenger Boarding Bridge geometry; confirmation of Provisioning Building space requirements; and provision of vendor inputs by the Contractor and as identified during the design phase. Any delays in providing inputs or site access or permits or any such activities as identified in Appendix B (Schedule) would result in cost and schedule relief to Atkins Realis
- Vendor-specific inputs will be provided through the Contractor at the start of the 60% Design phase for the Provisioning Building and Concourse Extensions. This includes, but is not limited to, the following systems and components:
 - Escalators and Elevators
 - Moving Walkways
 - Roofing materials and assemblies
 - Curtain wall and/or exterior wall systems
 - Pre-manufactured metal buildings
 - Precast concrete systems
 - Any other vendor-driven systems identified during the course of design



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11

10.0 | April 28, 2026

33

Design development beyond conceptual assumptions for these systems will be based on the timely receipt of the above vendor inputs.

- In design-build delivery contracts, delegated design is a common practice to ensure integration of vendor information with the design in the course of design development in the pre permitting stages. AtkinsRealis intends to utilize this methodology in the development of its detailed design. This will require vendors procured by the design builder to include specific services for design of their proprietary systems, specialized fabrication methods and construction methodologies. In this proposal we have anticipated that the following disciplines/vendors will be providing detailed design as part of the development of their packages for reviewing comment and integration into construction documents, including but not limited to:
 - Structural steel connections designs
 - Prefabricated stairs
 - Precast drainage structures
 - Fire Protection systems, Fire Alarm Systems and Building Management Systems
 - Moving Walking
 - PMB BUILDINGS
 - Mechanical / Instrumentation & Controls / Systems
 - Elevators
 - Escalators
 - Specialized fuelling / generators systems
 - Curtain wall and/or exterior wall systems

Vendor provided delegated design information shall be submitted prior to the 60% Design Package, with final information provided prior to the 90% Design Package. All delegated designs shall be signed and sealed by the vendor's registered design professional and aligned with construction phase submittals to avoid significant post permit design revisions.

Exclusions

The Basic Services and Fees associated with this Scope of Services are based on the following Exclusions:

- Relocation of tenants from existing land within Berth 10
- Envision analysis, documentation, commissioning and certification support
- Communications wiring design to ship
- Low voltage wiring design, details provided by equipment supplier
- Low voltage wiring design from PBB to Concourse, details provided by equipment supplier
- Apron electrical services other than for PBB plugs and/or site lighting mounted to the Concourse Extension
- Any special lighting installed within the concrete bulkhead cap
- Shore Power Infrastructure
- Identification and/or relocation of FPL lines and easements not limited to high voltage lines impacting the site/Project
- Fuel line piping
- Cathodic protection systems



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11

10.0 | April 28, 2026 34

- PortMiami will be responsible for the payment of all permit fees, except for Permits paid by the Construction Contractor. For clarity, Fee for Construction Contractor paid Permits will be paid for by the Construction Contractor; all permit fees are excluded from the scope of AtkinsRealis.
- The Fees assume that the area where Berth 10 will be constructed has no contamination or hazardous materials and all scope associated with contaminated or hazardous materials is excluded.
- If specific contamination is known to the site, additional permitting may be required. All permitting related to contamination is excluded.
- Scope does not include any field investigations by AtkinsRealis biologists to support the coral relocation effort.
- Scope does not include AtkinsRealis labor to support any permitting efforts.
- Submerged aquatic vegetation (SAV) survey of seagrasses within Berth 10 limits. AtkinsRealis performed a SAV survey of Berth 10 for Port Miami on October 16, 2024.
- Sea Level Impact Project (SLIP) study report, as it relates to the FDEP Grant Work Plan, Agreement 25SRP09, is to be performed by others.
- Submissions of the 30%, 60% and Final design deliverables to FDEP Grant Manager are to be performed by Port Miami.
- Contractor selected by the Port or Fincantieri for the coral relocation will need to secure a Special Activities Licenses (SAL) specific for this work
- Re-work due to unforeseen conditions, repackaging of deliverables or value engineering sessions output that is considered out of scope.
- No costs for professionally prepared renderings and models preparation of marketing brochures, tenant related services, computer-generated animation and video prepared on behalf of the Project have been included in the Scope of the Services and Fee.
- Value Engineering and any changes to the Scope of Services as stated in this document is excluded.
- Cost estimates and quantities will be prepared by the Contractor.
- The scope of services is limited to the deliverables expressly identified in Appendix A, and no additional deliverables shall be provided during the Project unless authorized through a written Change. Construction sequencing, means-and-methods evaluations, and Contractor-specific coordination reviews are excluded from AtkinsRealis' Scope of Services and have not been accounted for in the agreed-upon Fee.



[LATEST] AtkinsRealis Proposal -
 PortMiami Design Services - Berth 10 -
 Concourse Extension - Provisioning
 Building_V9aa (4)
 FIF-POM-B11
 10.0 | April 28, 2026

35

SUPPORTING STUDIES – DETAILED SCOPE OF WORK





[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11
April 28, 2026

37

Topographic / SUE / Bathymetric Surveys

See Attached Proposals from WGI and Morgan & Eklund



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11
April 28, 2026

Geotechnical Investigations

See Attached Proposal from Langan



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11
April 28, 2026

39

Wake and Scour & Passing Ship Analyses

The following Scope of Work for berth scour analysis and passing ship hydrodynamic analysis was developed by our subconsultant, Coast & Harbor Engineering, Inc. (CHE). The goal of the analysis is to evaluate potential bulkhead toe scour, and passing ship drawdown effects, for the purposes of bulkhead design at Berth 10.

Task 1 - Berth Scour Analysis

Propeller/Thruster Wash Modeling: Propeller and thruster wash modeling will be performed to develop design velocities for use in scour analysis. CHE will collect and evaluate available design vessel characteristics and vessel location configurations to be used in the analysis. Assumptions for missing data (if any) will be developed based upon existing CHE database and experience. CHE will perform up to four (4) simulations with FLOW3D for bow/stern thruster or main propulsion systems (total of 4 for all systems). It is assumed that only one (1) design vessel berthed at Berth 10 will be included in the analysis. FLOW3D provides a time-dependent 3D flow field with accurate structure dimensions, slope locations, etc. and accurate interaction of the flow field with these structures. FLOW3D also provides forces and moments on other structures or vessels, which can be provided to ATKINS if desired and if specified prior to final simulations.

Deliverables: design propeller/thruster wash velocity magnitudes and durations for use in berth scour analysis.

Berth Scour Evaluation: Scour analysis will be performed to evaluate potential equilibrium scour at Berth 10 to provide Consultant with information for determining a suitable scour allowance in bulkhead design. Scour is assumed to only result from propeller wash. Scouring analysis and/or simulation will focus on the single design vessel using both its azipod and bow thruster systems. A stationary vessel case, and a moving vessel case (arrival or departure), will both be simulated to characterize both longer-term scour potential, as well as individual transit scour. Scour will be simulated empirically and/or directly in FLOW3D, depending on soil conditions.

Deliverables: potential scour depths at the bulkhead, and scour evolution using direct simulation in combination with empirical methods.

Task 2 - Passing Ship Hydrodynamic Modeling for Drawdown Effects

CHE will perform passing vessel hydrodynamic modeling to evaluate water drawdown effects at Berth 10 from passing ships. CHE will provide the water level fluctuation (and/or hydrostatic pressure data) to Consultant for use in the bulkhead design. It is assumed that up to three (3) passing ship simulations will be performed, which may consist of up to 3 different passing cruise ships on independent transits past Berth 10, different passing speeds or passing directions, or passing locations in the channel. No ambient tidal currents are assumed to be included in the simulations.

Deliverables: Time histories of water level along the bulkhead, distributions of water level at different time periods, and/or hydrostatic pressure/load changes during passing events.

Task 3 - Meetings, Coordination, Presentations, and Reporting

It is assumed that up to four (4) virtual meetings will be required during the project. CHE will provide one (1) presentation of preliminary results via MS Teams. CHE will utilize comments from the presentation of preliminary results to finalize the analysis if necessary. CHE will prepare a draft summary memo in digital PDF format summarizing the analysis methodology and results, including the final PowerPoint presentation as an appendix. Following review and comment by ATKINS, CHE will revise the draft summary memo and issue a final summary memo in digital PDF format.

Please refer to Attachment "C" for Coastal & Harbor Engineering proposal for these studies.



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11
April 28, 2026

40

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ASSUMPTIONS FOR WAKE AND SCOUR ANALYSIS

- Design vessel propulsion data relevant to modeling of propeller and thruster wash effects will be provided by ATKINS (e.g., pilot cards, vessel drawings, etc.).
- Maximum of three (3) distinct passing vessels will be included in the passing ship analysis.
- Maximum of one (1) distinct berthed vessel will be included in the propeller wash and scour analysis.
- Propellers and rudders will not be directly simulated in propeller and thruster wash simulations. Momentum jet theory will be utilized to determine the jet diameter and velocity at the zone of established flow. FLOW3D input will consist of only the jet diameter and velocity at locations in front of the propeller/thruster.
- Geotechnical data will be provided to support the scour analysis, including grain size data at a minimum, in addition to other typical engineering parameters.
- Berth scour is assumed to be controlled by propeller wash. No scour analysis due to other hydrodynamic forces (e.g., hurricane waves) is included.
- Hydrographic surveys, and drawings showing existing conditions and proposed conditions, will be provided to CHE in digital AutoCAD format.

The complete proposal from Coast and Harbors Engineering is shown as an attachment.



[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building V9aa (4)
FIF-POM-B11
April 28, 2026

41

SUBCONSULTANT PROPOSALS

AtkinsRéalis - Confidential / Confidentiel

MDC117





October 16, 2025

Via Email:

Carlos.Arboleda@atkinsrealis.com

Carlos J. Arboleda Osorio, PE
ATKINSREALIS
800 N.W. 62nd Avenue
Miami, 33126, FL

RE: Port of Miami Berth 10 Topographic Survey

Dear Carlos:

Pursuant to your request regarding the above captioned site, following proposal for surveying and mapping services is hereby submitted for your consideration:

SCOPE OF SERVICES

SURVEYING SERVICES

I. Project Understanding

WGI will perform a Topographic survey at the Port of Miami for proposed Berth 10 facilities. The survey limits are specifically shown below on the "Survey Limits" Figure 1. We understand that the purpose of this survey will be to support planning and engineering design services.

II. Topographic Survey Services

1. Prepare a Topographic Survey of the project limits as shown below and in accordance with Rule 5J-17, Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes.
2. The survey will consist of general ground elevation shots and breaks in grade with intervals not to exceed 100 feet.
3. The Topographic Survey will include:
 - a. Visible and attainable fixed improvements and utilities unless otherwise noted.
 - b. Invert elevations of sanitary and storm drainage manholes, culverts, catch basins, and outfalls including pipe sizes and type, if applicable and attainable.
 - c. Inverts for the connecting structure outside the topographic limits if found and attainable
 - d. Type and height of walls, fences
 - e. Overhead wires (horizontal location only)
 - f. Traffic pavement striping
 - g. Parking Spaces, if applicable.
 - h. Outline of areas of dense vegetation such as tree lines, bushes, hedges, and shrubs not individually located. Said trees will not be scientifically or commonly identified.
 - i. Outline of landscaped areas

Port of Miami Berth 10 Topographic Survey

October 16, 2025

Page 2

4. The Topographic Survey will not include:
 - a. Subsurface designation or location of underground utilities, this will be provided under a separate proposal if requested.
 - b. Sub-surface foundations of structures
 - c. Inverts from structures outside of the topographic limits
 - d. Individual trees
 - e. Sprinkler heads
 - f. Underwater elevations within lakes, ponds, or canals
 - g. Muck depths
 - h. Location of Geotech borings
 - i. Temporary features such as trailers, movable barriers/fences, solar lighting, etc.
5. Deliverable will be an AutoCAD file, and a signed and sealed plot of the Topographic Survey, plus a registered Point Cloud for the newly constructed terminal within the limits of survey.

QUALIFICATIONS:

- a. Access to the subject project shall be granted upon prior notice if restricted, gated, and/or locked in the event that the Surveyor is not allowed on site to perform the above survey services after access has been coordinated, the client shall be invoiced at the hourly rates quoted on WGI's current Fee Schedule.
- b. Research and/or abstracting for title or encumbrances will not be performed by WGI.
- c. This proposal does not include any sketch and legal descriptions for easements.
- d. Legal description to be provided by the CLIENT.
- e. Subsurface improvements, exclusion: Location mapping of subsurface utilities are hereby excluded by reference, these services to be provided under separate proposal.
- f. Utility records research and the evaluation of is not included in this proposal.
- g. No Quality Level A (ASCE 38-02) utility investigation of existing utilities will be provided. This services to be provided under separate proposal if requested.
- h. Permits and permit fees, if needed, are not included and are the responsibility of the CLIENT.
- i. Traffic control, lane closures, off-duty police are not included.
- j. Symbols may be shown for typical features.
- k. Meeting attendance is not included in this scope of services.
- l. Survey will be based on a Horizontal Datum of NAD83/2011 and a Vertical Datum of NGVD29.
- m. Horizontal and/or Vertical Datums specific to the Project shall be conveyed to WGI prior to the Notice to Proceed.
- n. Mean High Water Line Survey, excluded: This project will not include a Mean High-Water Line Survey as defined under Chapter 177 of the Florida Statutes.



Port of Miami Berth 10 Topographic Survey

October 16, 2025

Page 3

Survey limits: Figure 1



Thank you for choosing WGI as your consultant for this project. If you have any questions regarding the information contained herein, or if we can be of additional service, please contact me at (786) 878-5025.

Respectfully submitted,
WGI, INC.

Roberto Mantecon, PSM
Senior Operations Manager.



Fees based on Contract NO
E24TP01



Berth 10 at Port Miami

Topographic survey

PROJECT COST WORKSHEET

Project Number:	
Location:	Port Miami
Firm Name:	WGI
Name of Preparer:	RM
Scope of Work Date:	October 16, 2025

1A. LABOR COST

Employee Name	Classification	Standard Miami-Dade Rate PORTS	Workhours	=	Total
	Principal Surveyor	\$229.81	60.0		\$13,788.60
	Surveyor Computer (LiDAR)	\$170.00	0.0		\$0.00
	Surveyor Computer	\$139.39	252.0		\$35,126.28
	Draft Person	\$123.90	8.0		\$991.20
	Survey Crew (Party of Three)	\$319.66	164.0		\$52,424.04
	Survey Crew (Party of Four)	\$370.55	20.0		\$7,411.08
	Survey Crew (Party of Two)	\$291.55	0.0		\$0.00
	GPR 3 Men crew	\$429.70	0.0		\$0.00
	Designating Services (USL) 3 men crew	\$385.26	0.0		\$0.00
			504.0	=	\$109,741.19

2A. OTHER DIRECT COST RATES (IN-HOUSE)

= \$0.00

2B. OTHER DIRECT COSTS (OUTSIDE)

ODC's	\$100. /page X	0.00		\$0.00
TWIC Card	\$128 /Application fee X	4		\$512.00
			=	\$512.00

TOTAL WGI SERVICES	\$110,253.19
---------------------------	---------------------

A large, stylized handwritten signature or mark, possibly reading 'R' or 'P', located in the bottom right corner of the page.



October 16, 2025

Via Email:

Carlos.Arboleda@atkinsrealis.com

Carlos J. Arboleda Osorio, PE
ATKINSREALIS
800 N.W. 62nd Avenue
Miami, 33126, FL

RE: Port of Miami Berth 10 SUE SERVICES

Dear Carlos:

Pursuant to your request regarding the above captioned site, following proposal for Subsurface Utility Engineering (SUE) services is hereby submitted for your consideration:

SCOPE OF SERVICES

I. UTILITY DESIGNATING (ASCE 38-22 QUALITY LEVEL B) LUMP SUM FEE.....\$49,701.50

1. WGI to provide an ASCE 38-22 Quality Level B (QLB) utility investigation (utility designates) to depict existing utilities within project limits as shown in Exhibit A below.
2. This QLB investigation includes direct induction of toneable subsurface utility facilities from surface accessible features, and Ground Penetrating Radar sweep for non-toneable facilities.
3. WGI will mark detected facilities with American Public Works Association (APWA) compliant colors; flags and water-based paint on soft ground and washable chalk on hard surfaces.
4. WGI will perform survey and location of utility designates using network corrected GNSS surveying methods tied to project control.

BASIS OF SCOPE

1. Geophysical designating techniques, although highly reliable, are subject to outside interference, which are beyond the control of WGI, and may impede the effectiveness of subsurface utility investigations. Soil conditions, utility materials, size, depth, salt water and conductivity may prevent the location of some subsurface utilities. WGI utilizes state-of-the-art equipment and methodology during all phases of utility investigations, but no guarantee is hereby expressed that all facilities will be detected. Note that the absence of identified utilities does not guarantee "no utility conflict".
2. If WGI does not have access to sub-surface infrastructures from the surface features, the likelihood of a successful investigation is greatly diminished. The sub-surface utility investigation will be concluded at the sole discretion of WGI after determination of all resources, means, and methods have been exhausted. Payment will be promulgated at the hourly rates per our standard fee schedule, regardless of the result of the investigation.
3. WGI requests that any facility records of utilities be provided prior to mobilizing field crews.
4. CLIENT shall facilitate access for WGI field staff.

Port of Miami Berth 10 SUE SERVICES

October 16, 2025

Page 2 of 5

5. Basic work zone safety includes safety road signs and traffic cones.
6. Traffic control and lane closures, if needed, are included.

EXCLUSIONS

1. Investigation of irrigation is not included.
2. Permits and permit fees, if needed, are not included and are the responsibility of the CLIENT.
3. Select backfill material, flowable fill or other material not included.
4. Mapping of irrigation lines and sprinkler heads is not included.

DELIVERABLES

1. WGI will provide a CADD deliverable with the QLB.

II. QLA SUE SERVICES

VACUUM EXCAVATION (ASCE 38-22 QUALITY LEVEL A)

FEE \$1,389.97 (PER TEST HOLE)

WGI will provide an ASCE 38-22 Quality Level A (QLA) field investigation within the project limits, anticipating up to 8 (8) vacuum excavation test holes plus or minus, as directed by the EOR.

BASIS OF SCOPE

1. WGI proposes to provide an ASCE 38-22 QLB utility investigation (designates) in order to determine the horizontal alignment of the existing utilities within the project limits as indicated by EOR.
2. WGI will vacuum excavate utility facilities at the proposed locations, as directed by the EOR, and provide a depth, size, and material of the facility, and then backfill the test hole with native soil, compact with a pneumatic tamper to existing grade.
3. Generally, utility facilities found by vacuum excavation can be visually exposed to a depth equal to the water table. An air lance probe will be used for deeper facilities; however, visual confirmation will not be possible for facilities lying below the water table or utilities within directional bores. Note that the absence of identified utilities does not guarantee "no utility conflict". Approximate horizontal location of the utility will be provided where applicable.
4. Geophysical designating techniques, although highly reliable, are subject to outside interference, which are beyond the control of WGI, and may impede the effectiveness of subsurface utility investigations. Soil conditions, utility materials, size, depth, salt water and conductivity may prevent the location of some subsurface utilities. WGI utilizes state-of-the-art equipment and methodology during all phases of utility investigations, but no guarantee is hereby expressed that all facilities will be detected.
5. This includes exploratory (attempted) test holes, where a potential design conflict is investigated, and utility is deemed too deep for visual confirmation. A note will be provided stating that occurrence.
6. Drafting and/or other CADD services are included.

Port of Miami Berth 10 SUE SERVICES

October 16, 2025

Page 3 of 5

7. CLIENT shall facilitate access for WGI field staff.
8. Basic work zone safety includes safety road signs and traffic cones.
9. Traffic control lane closures, if needed, are included.
10. Minimum of four test holes per mobilization
11. If additional test holes are needed, they will be billed at the rate stated above per test hole.

EXCLUSIONS

1. Investigation of irrigation is not included.
2. Permits and permit fees, if needed, are not included and are the responsibility of the CLIENT.
3. Select backfill material, flowable fill or other material is not included.
4. Mapping of irrigation lines and sprinkler heads is not included.
5. Invert elevations of storm drainage manholes, culverts, catch basins, and outfalls including pipe sizes and types are not included in the SUE scope.
6. Street lighting and traffic control are not included.
7. Off duty police are not included.

DELIVERABLES

1. WGI will provide a CADD deliverable with the QLB and QLA investigations drafted.
2. WGI will provide test-hole data inventory sheets with the obtainable data, digital photos, utility description, depth, size, type, direction, and material of the facility.

Thank you for choosing WGI as your consultant for this project. If you have any questions regarding the information contained herein, or if we can be of additional service, please contact me at (786) 878-5025.

Respectfully submitted,
WGI, INC.



Roberto Mantecon, PSM
Senior Operations Manager.



Exhibit A: Project Limits



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**Rates Based on MDC Contract
N0 E24TP01**



Birth 10 at Port Miami

SUE

PROJECT COST WORKSHEET

Project Number: _____
 Location: _____
 Firm Name: WGI
 Name of Preparer: _____
 Scope of Work Date: October 16, 2025

1A. LABOR COST

Employee Name	Classification	Standard Miami-Dade Rate PORTS	Workhours	=	Total
	Principal Surveyor	\$229.81	12.0		\$2,757.72
	Surveyor Computer (LiDAR)	\$170.00	9.0		\$1,530.00
	Surveyor Computer	\$139.39	40.0		\$5,575.60
	Draft Person	\$123.90	0.0		\$0.00
	CAD Technician	\$0.00	0.0		\$0.00
	HDS Tech	\$0.00	0.0		\$0.00
	Survey Crew (Party of Three)	\$319.66	0.0		\$0.00
	Survey Crew (Party of Four)	\$370.55	0.0		\$0.00
	Survey Crew (Party of Two)	\$291.55	20.0		\$5,830.90
	GPR 3 Men crew	\$429.70	0.0		\$0.00
	Designating Services (USL) 3 men crew	\$385.26	104.0		\$40,067.04
			81.0	=	\$55,761.26

2A. OTHER DIRECT COST RATES (IN-HOUSE)

Vac Truck (Test Holes)	\$632.50 /Test Hole x	8 TH	\$5,060.00
Vehicle mileage for use of personal, company vehicles @	per mile X	mi.	\$0.00
		=	\$5,060.00

2B. OTHER DIRECT COSTS (OUTSIDE)

Lodging - per Federal Lodging Rates	\$99 /day X	people-days	\$0.00
Shipping - Equipment	\$ /trip X	trips	\$0.00
Airfare	\$ /person X	flights	\$0.00
Fleet vehicle	\$48 /day X	days	\$0.00
ODC's	\$100. /page X	0.00	\$0.00
TWIC Card	\$128 /Application fee X	0	\$0.00
Messenger fees	\$20 /trip X	trips	\$0.00
Perdiem - per Federal Perdiem Rates	\$55 /day X	people-days	\$0.00
		=	\$0.00

TOTAL WGI SERVICES **\$60,821.26**



January 17, 2025; rev. 10/21/2025; rev. 12/19/2025

AtkinsRealis USA, Inc.

800 Waterford Way, Suite 700

Miami, Florida 33126

Attn: Carlos Arboleda-Osorio, PE/Vice President

Project: New Berth 10/Port Miami – Boarding Concourse, Provisioning Bldg. and High Mast Relocation

Subject: Structural Design and Construction Documents.

Dear Carlos:

As requested, we are submitting our fee proposal for providing AtkinsRealis USA, Inc., (ATKINS) Structural Design support for the expansion of the MSC Terminal Boarding Concourse (approximately 800 lf of elevated 1-story walkway), a new/standalone 1-story Provisioning Bldg. (approximately 10,000 sf) and the foundation for the relocation of an existing high mast.

For this proposal, and due to the nature of the structures, it has been considered that the extension of the Boarding Concourse will consist of battered auger cast piles/pile caps, concrete columns, concrete bents and a superstructure that will consist of a combination of concrete and structural steel elements.

The Provisioning Bldg. will consist of auger cast piles with pile caps and grade beams, concrete columns and beams and reinforced CMU walls. The floor and roof structural system has not been determined, however, concrete joists will be considered for this preliminary fee estimate. A set of Conceptual Plans for the Provisioning Bldg. have not been developed at this time, therefore, a standard 1-story "shoebox" building configuration with minimum architectural enhancements has been considered for our fee estimate.

Regarding the relocation of the existing High Mast, in order to perform the analysis and design the new footing, the following items will be required..

- Geotechnical information at the proposed high mast location.
- Structural and geometric information of the existing high mast including dia., thick., height, material, anchor bolts(#, dia.), base plate size and thickness, etc.

Our fee proposal for the design of the new foundation considers that the soil properties are within acceptable range.

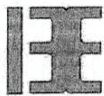
Our preliminary/estimated proposed fees to provide structural design and construction documents for permitting are as follows.....

- | | |
|---|-----------|
| ▪ Approximately 800-ft extension of Boarding Concourse (remaining of Berth 9 and Berth 10)..... | \$270,000 |
| ▪ Provisioning Bldg. (Approximately 10,000 sf)..... | \$205,000 |
| ▪ Found. Design and details for the relocation of existing high mast..... | \$ 14,000 |

Carlos, the above-mentioned fee may require some adjustment once we receive more information regarding the proposed structures, construction method, etc.

8935 NW 35th Lane, Suite # 202 • Doral, Florida 33172 • Tel: (305) 418-9111 • Fax: (305) 418-9112

MDC127



Dec. 19, 2025
New Berth 10
Page 2 of 2

If any additional information is required regarding this proposal, please give us a call at your earliest convenience.

Sincerely,

BOTAS ENGINEERING, INC.

Patricia M. Botas, PE, SI
President

8935 NW 35th Lane, Suite # 202 ■ Doral, Florida 33172 ■ Tel: (305) 418-9111 ■ Fax: (305) 418-9112

MDC128

Revised 7 January 2026

Mr. Carlos J. Arboleda-Osorio, PE, M. ASCE
AtkinsRéalis
800 Waterford Way, Suite 700
Miami, FL 33126

**Re: Proposal for Geotechnical Engineering and Environmental
Consulting Services
PortMiami Berth 10
PortMiami, Miami-Dade County, Florida 33132
Langan Project No.: 300380100**

Dear Mr. Arboleda-Osorio:

Langan Engineering & Environmental Services, LLC (Langan) is pleased to submit this revised proposal to AtkinsRéalis ("the client") to provide geotechnical engineering and environmental consulting services for the proposed PortMiami Berth 10 ("the project") located at PortMiami, Miami-Dade County ("the site" or "the property"), in Miami, Florida.

Langan has been providing geotechnical and environmental engineering services throughout South Florida for more than 50 years. Our project experience at PortMiami includes the redevelopment of Wharves 6 and 7, the Port of Miami Tunnel, the Royal Caribbean Office Building, Terminal F Expansion, the Virgin Voyages terminal, and MSC Cruises Terminal which includes Berths 8 and 9.

This proposal is based on the information provide by you in various emails and also based on our discussions during our video conference with you and Mr. Andy Rodriguez of Fincantieri Infrastructure Florida, Inc. (FIF) on 17 March 2025. To prepare this proposal, we have reviewed aerial photographs available from the internet, geotechnical information available in our files from some of our nearby projects, and our review of the following documents provided to us:

- (1) Topographic Survey by Premiere Design Solutions, Inc., dated 3 March 2022; and,
- (2) Drainage plans with proposed boring locations by Atkins, dated 1 May 2020.

PROPOSED PROJECT AND SITE CONDITIONS

The project site is located at the east end of Dodge Island inside PortMiami. Based on our review of available aerial photographs, we understand the site is currently part of the South Florida Container Terminal (SFCT) facility and is bordered along its north side by the rip-rap protected shoreline of the Government Cut Ship Channel.

We understand the proposed project is the construction of a new cruise ship berth (i.e., Berth 10), directly east of Berths 8 and 9, and the new MSC Cruises Terminal. The construction of the Berth 10 includes:

- Installing a new, approximately 1,225-feet-long, anchored combination (i.e., steel sheet pile and steel pipe pile) bulkhead wall. The proposed bulkhead will extend eastward from the recently completed east-west bulkhead wall of Berth 8 and Berth 9.
- Constructing of a new berth platform.
- Installing of high-capacity ship mooring bollards between within the new berth platform and behind the new bulkhead wall.
- Excavating or dredging of approximately 200,000 cubic yards of upland materials to an anticipated elevation of -37 feet NGVD to create the new berth north of the new bulkhead wall;
- Constructing an extension of the Berth 8 and 9 passenger boarding concourse;
- Constructing a new provisioning building at a location at the east end of the site in the vicinity of the existing Pilot House building;
- Installing new site infrastructure including drainage, utilities, etc.; and,
- Relocating one high-mast lighting structure.

Based on our review of the aerial photos and information provided to us, we understand that the proposed new berth platform, passenger boarding concourse, bulkhead wall and part of the berth dredge area will be located in an area currently occupied by a paved surface between the SFCT internal road and the rip-rap shoreline, used for storing vehicles and cargo containers. The remaining proposed dredge area is primarily within the rip-rap shoreline.

SCOPE OF SERVICES

As requested, our proposed scope of services included in this proposal consist of performing a Geotechnical Engineering Study for the proposed Berth 10 project and performing an Environmental Soil Characterization Study of the materials to be dredged for the proposed berth. Our detailed scope of services is provided in the following sections.

GEOTECHNICAL ENGINEERING SERVICES – GEOTECHNICAL ENGINEERING STUDY

Task 1: Geotechnical Field Investigation

Field Subsurface Investigation

A geotechnical field investigation is necessary in order to understand the subsurface conditions throughout the Berth 10 project site and develop geotechnical design information and foundation recommendations to facilitate the design and construction of the project. Based on our review of the information provided to us, the requested scope for the geotechnical field investigation consists of:

- Six (6) Borings to a depth of 70 feet each along the proposed bulkhead alignment. At each boring location, we will initially perform a borehole specifically for Standard Penetration Testing (SPT) to the boring termination depth. Following completion of the SPT boring at each location, we will drill an additional adjacent borehole (i.e., an additional six boreholes for a total of 12 boreholes for this section of the project) in order to perform discrete rock coring along the depths that the initial SPT boring indicates the presence of hard or well cemented limestone to obtain intact core samples for the purpose of strength testing. Based on our previous experience in the area, we anticipate about 20 lineal feet of rock coring will be performed at each borehole below depths of about 40 feet.

LANGAN

- Three (3) Borings to a depth of 50 feet each (i.e., about el -40 feet NGVD) at accessible areas of the proposed berth dredge area within the existing paved surface. At each boring location, we will initially perform a borehole specifically for SPT testing to the boring termination depth. Following completion of the SPT boring at each location, we will drill an additional adjacent borehole (i.e., an additional three boreholes for a total of six boreholes for this section of the project) in order to perform discrete rock coring along the depths that the initial SPT boring indicates the presence of hard or well cemented limestone to obtain intact core samples for the purpose of strength testing. Based on our previous experience in the area, we anticipate about 10 lineal feet of rock coring will be performed at each borehole below depths of about 40 feet.
- Three (3) SPT borings to a depth of 75 feet along the proposed passenger boarding concourse extension.
- Two (2) SPT borings to a depth of 75 feet at the location of the proposed provisioning building.
- Two (2) SPT borings to a depth of 50 feet at the future apron near a drainage well and toe wall extension of the bulkhead wall.
- One (1) SPT boring to a depth of 50 feet at the location of the proposed relocated high-mast lighting structure.
- Three (3) South Florida Water Management District (SFWMD) type exfiltration (percolation) tests at a depth of 15 feet each.

Borings will be drilled at locations accessible to a standard truck-mounted drill rig. The borings will be drilled using rotary drilling techniques and stabilized with casing. Standard Penetration Tests (SPT) will be performed in accordance with ASTM D1586 and typically done continuously in the upper 10 feet of each boring and at 5 feet intervals thereafter. Additional continuous SPT sampling may be performed at other depths to verify specific subsurface conditions. The SPT provides index values (N-values) from which the density and compressibility of the subsurface layers can be inferred. They also provide samples of the subsurface materials for visual classification and laboratory testing. Groundwater levels at each boring location will be measured and recorded at the time of drilling.

For the rock coring borings, the boreholes will be initially advanced using mud-rotary drilling and advancing 4-inch-diameter casing to preselected depth. Rock coring in accordance with ASTM D2113 will be performed at selected depths that the SPT borings indicate the presence of relatively hard zones of cemented material to secure intact rock core samples for visual identification and laboratory testing. Rock coring will be performed using a PQ 3.45-inch-diameter wireline core barrel. The PQ system is a triple tube system with two outer barrels used for coring the in-place rock, with the third tube consisting of a plastic clear liner tube to secure the rock sample. The PQ system helps minimize the disturbance of the rock core samples and helps increase the possibility of retrieving intact samples for testing. Rock cores recovered will be placed in 5-foot-long plastic core boxes for storage and classified in accordance with standard rock core classification techniques including recording of rock core recoveries, solid core

LANGAN

recoveries and rock quality designations. The cores will be documented with photographs showing the condition of the retrieved core sample, along with their depth intervals and measured core recoveries, solid core recoveries and rock quality designation.

Our scope includes performing three (3) open-hole, constant-head exfiltration tests (percolation tests) performed in accordance with the guidelines of the South Florida Water Management District. The percolation tests will be performed at a depth of 15 feet below land surface. The purpose of the percolation tests is to assist the project civil engineer in the design of site exfiltration drainage systems.

Upon completion, the boreholes will be backfilled using soil cuttings and the surface areas patched with asphalt or concrete. At this time, we have not included grouting of the boreholes and if required, grout filling of the boreholes could be accomplished for an additional cost.

The SPT borings, rock core borings and exfiltration tests will be performed using standard truck-mounted drill rigs at accessible locations. A drawing showing the proposed borehole locations is attached to this proposal.

Coordination and Observation

All subsurface investigation work will be done by a specialty-drilling contractor and performed under the full-time engineering observation and monitoring of Langan representatives, which will coordinate the field work activities and confirm that the drilling is performed in accordance with the ASTM standards and examine and log the soil and rock samples obtained from the borings.

Prior to drilling, we will layout the boring locations, and we will contact Sunshine State One-Call service to arrange for them to mark-out the locations of known active underground utilities prior to drilling. We will also contact PortMiami officials to have the proposed boring locations checked for potential conflict with PortMiami-owned utilities. We will engage the services of a specialty subcontractor to perform private utility locating services by means of Electromagnetic Induction (EM) and/or Ground Penetrating Radar (GPR) methods in the immediate vicinity of the borehole locations to reduce the risk of damaging underground utilities.

We understand the project site is located within a secured, restricted area of the port, requiring that personnel involved be badged with Transportation Workers Identification Credential (TWIC) cards and PortMiami identification cards. We will arrange for Langan personnel performing fieldwork to be properly credential with TWIC cards and PortMiami ID's and will coordinate for our subcontracted personnel to have the required credentials or to be escorted at all times by Langan credentialed personnel.

We will also coordinate the planned field geotechnical investigation work with the SFCT. We require that the client, PortMiami personnel and/or FIF personnel assist with the coordination of the geotechnical investigation with SFCT.

Once the credentialing process is complete, utility clearances are obtained, and coordination with SFCT is complete, we anticipate the outlined field subsurface investigation will require 20 to 25 days to complete. Our plan is to perform the geotechnical field investigation during normal, regular working hours, Monday through Friday between 7:00 am and 6:00 pm; however, based

 **LANGAN**

on previous experience working at PortMiami, our schedule and fee contains provisions should it become necessary for the fieldwork to be schedule during evening hours and/or weekends.

Geotechnical Laboratory Testing

This sub-task consists of a laboratory testing program of selected soil samples from the borings to evaluate the geotechnical engineering properties of the subsurface materials. This proposal includes a budget to perform a laboratory testing program consisting of:

- | | |
|--|----------|
| • Percent Passing the #200 Sieve (ASTM D1140): | 20 tests |
| • Moisture Content Tests (ASTM D2216): | 20 tests |
| • Atterberg Limits (ASTM D4318): | 15 tests |
| • Unconfined Compressive Strength of Rock Cores (ASTM D7012C): | 30 tests |
| • Splitting Tensile Strength of Rock Cores (ASTM D3967): | 30 tests |

Soil and rock samples not consumed by testing will be retained for a period of 90 days after submission of our report. Afterwards, the samples will be discarded or we can make arrangements to have the samples delivered to a location designated by the client or PortMiami.

Task 2: Geotechnical Engineering Report

The geotechnical engineering report will address the subsurface conditions and geotechnical considerations for the Berth 10 dredge areas and bulkhead. We will evaluate the subsurface data and provide recommended geotechnical design parameters for the various subsurface layers to assist in the design of the bulkhead wall. We will also evaluate the subsurface conditions and provide geotechnical recommendations for the berth platform, including general recommendations for support of movable passenger boarding bridges (PBB's), and support of underground infrastructure. Similarly to our scope for MSC Cruises Terminal and Berths 8 and 9, we can provide a geotechnical evaluation of drilled shaft, augered cast-in-placed pile and driven precast pile for mooring bollard foundations.

We will also provide input regarding potential challenges associated with the excavation proposed berth dredge areas and installation of the steel sheet pile/steel pipe pile combination wall system. We will base these recommendations on the results of the subsurface investigation, laboratory testing, our local geotechnical experience, and/or industry guidelines, design standards or established references.

For the proposed passenger boarding concourse extension and the proposed provisioning building, we will provide geotechnical recommendations for foundation design for these structures. Based on our previous experience at PortMiami are typically supported on Augered Cast-in-Place (ACIP piles). We will provide our recommendations as to appropriate ACIP pile diameter, length, and capacities. For support of the proposed provisioning building we will provide geotechnical recommendations for support with ACIP piles, or shallow foundations, if appropriate based on the encountered subsurface conditions. We will include recommendations for site preparation, foundation subgrade preparation, construction testing requirements and other relevant geotechnical recommendations for the project.

We will provide recommended geotechnical engineering parameters and geotechnical recommendations for foundation design for the proposed relocated high-mast structure.

LANGAN

The results of our field investigation, evaluation and recommendations will be presented in a geotechnical engineering study report. The report will be prepared under the supervision of Florida licensed professional engineers. We will initially submit the report as a draft for review by the client and the project team. Once we address any comments and questions, we will finalize the report and submit it signed and sealed by Florida licensed professional engineers and suitable for submission to the reviewing agencies.

ENVIRONMENTAL ENGINEERING SERVICES – SOIL CHARACTERIZATION

Task 1: Soil Characterization Services

We propose this task to characterize the Berth 10 dredged material so we can evaluate its potential reuse options. The characterization and evaluation will consider the Miami Dade County Department of Regulation and Economic Resource (RER) Division of Environmental Resources Management (DERM) Soil Reuse Guidance (2025). As the full sampling and analysis required by this guidance can be very costly, we strongly recommend preparing and submitting a sampling plan to DERM for their approval before conducting the sampling. However, to provide a potential order of magnitude cost for sampling and analysis for what DERM may approve which is less than their guidance, we are providing a budget for said sampling and analysis.

Sampling Plan Preparation

Langan will prepare a sampling plan for the DERM review and approval prior to implementation. The plan will be based on project information provided by the client, historical and regulatory records research and a site visit to observe potential environmental concerns that could affect or have affected soil quality. The plan will include a boring location plan, summary of our review findings, and a sampling protocol that presents number and type of samples, sample depths, sample laboratory analysis and sampling protocols. We will prepare a draft plan for your review and address any comments. The scope and estimated costs presented below assume the natural limestone is clean fill pursuant to Section 24-5, Code of Miami Dade County (CMDCC) and will not require characterization. The scope and fee are subject to change pending DERM's review and approval.

Soil Sampling

Soil sampling will be conducted as part of the geotechnical field subsurface investigation. Langan will conduct fieldwork according to the Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (revision January 2017, effective April 2018). We will subcontract an environmental laboratory certified by the National Environmental Laboratory Accreditation Program (NELAP) to provide analytical services.

We propose the following sampling protocol based on our understanding of current and prior land uses. Depending on what information we learn during the evaluation of environmental records, we may modify the plan. If additional borings, samples, or laboratory analysis beyond that proposed herein are required based on historical use of the property, we will discuss the changes with you. After our discussion, we will update our scope of services and fee estimate, as appropriate.

LANGAN

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Based on our previous experience at PortMiami, we anticipate the geology consists of sand (likely fill) to approximately el +1 ft. NGVD, followed by sandy gravel between el -13 ft NGVD and el -28 ft NGVD (possible dredge material), top of silt between el -13 ft NGVD and el -17 ft NGVD, and top of limestone beginning between el -17 ft NGVD to el -42 ft NGVD. Groundwater is expected to be at approximately el +1 ft NGVD.

The soil reuse evaluation will be based on eight (8) soil borings within the dredge area. Langan will record the lithology and depth of water table and note odors or staining. We will screen the soil samples above the water table for petroleum hydrocarbon vapors using an organic vapor analyzer (OVA) in two ft intervals, in accordance with Chapter 62-780.200(17), Florida Administrative Code (FAC), and collect soil samples at 5-foot intervals down to the total depth (i.e. 50 feet) for laboratory analysis of volatile organic compounds (VOCs) by EPA Method 8260, semi-VOCs (SVOCs) by EPA Method 8270, total recoverable petroleum hydrocarbons (TRPH) by the Florida Petroleum Residual Organic (FL-PRO) method, organochlorine pesticides (OCP) by EPA Method 8081, polychlorinated biphenyls (PCBs) by EPA Method 8082 and 8 Resource Conservation and Recovery Act (RCRA) metals (As, Ba, Cd, Cr, Pb, Hg, Se, Ag,) plus copper, iron and zinc by EPA Method 6020.

Leachability will also be evaluated using the Synthetic Precipitation Leaching Procedure (SPLP) for ammonia and chloride in the samples collected from below the mean high-water table.

We anticipate collecting 80, five ft interval composite samples for laboratory analysis. VOC samples will be two ft discrete and not composited. We will record the soil boring locations using a hand-held GPS device.

Task 2: Soil Characterization Report

Langan will evaluate the data and compare the laboratory data to the Soil Cleanup Target Levels (SCTLs) per Section 24-44, CMDC. We will evaluate whether additional laboratory analysis is recommended for evaluating soil leachability via the SPLP. Langan will prepare a Soil Characterization Report summarizing the field activities, data evaluation, summary tables and figures, laboratory analytical reports, and our opinion regarding reuse.

Task 3: Meetings

We propose this task to attend meetings with you, the client and DERM to discuss the results of the soil characterization study and the draft report. A suggested allowance is included.

Task 4: Additional Regulatory Support Services (Contingency)

This scope of services makes broad assumptions based on our experience with DERM. However, we cannot predict whether DERM will approve our sampling plan nor can we predict sample testing results. Therefore we are proposing a contingency task for regulatory support services to achieve soil reuse approvals. These services may include additional DERM/Contractor/Team interactions, responses to DERM request for information, limited additional soil testing and reporting, etc. This task is contingent based on the outcomes of Task 1 and Task 2.



LANGAN

FEES AND SCHEDULE

The above-described scope of services will be performed for a lump sum fee which breaks down as follows

Geotechnical Engineering Services – Geotechnical Engineering Study

Task 1: Geotechnical Field Investigation

Subcontracted Drilling	\$ 85,000
Subcontracted GPR Utility Location Services	\$ 3,600
Subcontracted Geotechnical Laboratory Testing	\$ 18,000
Langan Coordination, Observation and Expenses	<u>\$ 51,500</u>
Geotechnical Field Investigation Total	\$ 158,100

Task 2: Geotechnical Engineering Report **\$ 36,000**

LUMP SUM TOTAL: \$ 194,100

Environmental Engineering Services – Soil Characterization

Task 1: Soil Characterization Services

Sampling Plan	\$ 6,000	2 weeks from NTP
Laboratory Analysis (Subcontracted)	\$ 88,000	
Additional Soil Borings (Subcontracted)	\$ 13,000	
Langan Field Observation	\$ 9,000	
Langan Supervision and Coordination	<u>\$ 9,000</u>	
Soil Characterization Services Total	\$ 125,000	4 weeks from plan approval

Task 2: Soil Characterization Report

Data Evaluation	\$ 3,500	
Report Preparation	<u>\$ 6,500</u>	
Soil Characterization Report Total	\$ 10,000	8 weeks from plan approval

Task 3: Meetings \$ 5,000

Task 4: Additional Regulatory Support Services (Contingency) \$ 50,000

Total for Environmental Engineering Services: \$ 190,000

The above fees are valid through 31 December 2026. Afterwards, we reserve the right to revise our fee to adjust for increases in salary, subcontracted costs, etc.

We can begin the field work in approximately three to four weeks after obtaining your written authorization to proceed, after obtaining utility clearance and are able to coordinate access to the site with SFCT and PortMiami. Fieldwork for the field subsurface investigation will take about 20 to 25 days to complete. We expect to submit the draft geotechnical engineering study report in about 3 weeks after completion of the field geotechnical investigation; however, we can provide interim geotechnical design information to the project team before the report is formally submitted.



LANGAN

EXCLUSIONS

This proposal excludes services during construction such as construction administration, observation of dredge spoil removal, field observation or special inspection of pile installations, pile load testing observation and reporting, and excludes construction materials testing (CMT) and inspection services typically provided by a laboratory testing firm or CMT consultant. Excluded CMT and inspection services include, but are not limited to concrete, grout, or masonry sampling and testing, reinforcing steel placement inspection, visual inspection, or non-destructive testing of welded or bolted connection, fireproofing material placement inspection or testing, and roofing inspection and testing.

CLOSING

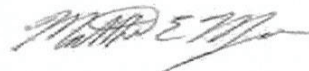
Thank you for the opportunity to work with you on this project. If this proposal is acceptable, please sign and return a copy for our files or provide us with your consulting agreement for our review. Please call us with any questions.

Sincerely,

Langan Engineering and Environmental Services, LLC



Rafael M. Pina, P.E., BC.GE
Senior Associate



Matthew E. Meyer, P.E., BC.GE
Principal/Vice President

Enclosure(s): Authorization
Required Client Information on New Projects
Proposed Geotechnical Investigation Plan
General Terms and Conditions

Cc: V. Yarina, C. Chin Fatt, G. Hernandez / Langan
A. Rodriguez / Fincantieri Infrastructure Florida, Inc.



LANGAN

AUTHORIZATION

Receipt of this Proposal, including the General Terms and Conditions annexed hereto, is hereby acknowledged and all of the terms and conditions contained therein are accepted.

**PURSUANT TO FLA.STAT.ANN. § 558.0035, AN INDIVIDUAL
EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

Mr. Carlos J. Arboleda-Osorio, PE, M. ASCE
AtkinsRéalis
800 Waterford Way, Suite 700
Miami, FL 33126

**Re: Langan Engineering and Environmental Services, LLC
7 January 2026 Revised Proposal Geotechnical Engineering
and Environmental Consulting Services
PortMiami Berth 10
PortMiami, Miami-Dade County, Florida 33132
Langan Project No.: 300380100**

Company: _____ ("Client")

By/Title: _____
(Authorized representative)

Signature: _____

Date: _____



LANGAN

REQUIRED CLIENT INFORMATION ON ALL NEW PROJECTS

1. Is a Certificate of Insurance required for this project? Yes _____ No _____

What entity should be listed as the Certificate Holder?

Name: _____

Address: _____

What entity or entities should be listed as Additional Insured?

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

2. What entity name and postal address should we use on invoices?

Name: _____

Address: _____

3. To whom (person's name) should we address the invoice, and can you please provide that person's contact information?

Name: _____

Email address: _____

Office Phone No.: _____

Cell Phone No.: _____

4. Do you want the invoices sent via email or regular mail? _____

Please continue on next page

LANGAN

5. Who can we call in your accounting department to follow-up on payment?

Name: _____

Email address: _____

Office Phone No.: _____

6. By what day of the month do you want to receive our invoices? _____

7. Do you have any special requirements for receiving invoices?

Thank you for your response.



LANGAN

PortMiami Berth 10

Proposed dredge area

Proposed Bulkhead Wall

Proposed Passenger Concourse Extension

Provisioning Building (shown conceptually)

Proposed Geotechnical Investigation Plan

Legend:

- Proposed 70-ft SPT/Rock Core Boring for Bulkhead Wall
- Proposed 50-ft SPT/Rock Core Boring for Dredge Area
- Proposed 75-ft SPT Boring for Passenger Bridge Extension
- Proposed 75-ft SPT Boring for Provisioning Building
- Proposed 50-ft SPT Boring for Drainage Well location/Toe Wall Extension
- Proposed 15-ft SFWMD Type Exfiltration (Percolation) Test
- Proposed 50-ft SPT Boring for High-Mast Relocation (TBD)

Langan Eng. & Env. Services, LLC
1/7/2026

500 ft

GENERAL TERMS AND CONDITIONS

These Terms and Conditions shall apply to services provided by Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.; or Langan Engineering and Environmental Services, LLC; or Langan CA, Inc.; or Langan CT, Inc.; or Langan MA, Inc.; or Langan MI, Inc.; or Langan NC, Inc.; or Langan International, LLC; or Langan International UK, LTD.; or Langan Panama, S. DE R.L.; or such other Langan entity specifically identified in the Proposal (each individually, a "LANGAN ENTITY"); and together with the proposal to which these Terms and Conditions are attached (hereinafter, the "Proposal"), shall constitute the "Agreement." For purposes of this Agreement, the LANGAN ENTITY identified in the Proposal shall be referred to as "LANGAN" and the entity signing the Proposal shall be referred to as "CLIENT."

A. SCOPE OF SERVICES AND ADDITIONAL SERVICES

LANGAN will provide those services specifically identified in the Proposal (hereinafter, the "Services"). All Services, regardless of the commencement date, will be covered by these Terms and Conditions. All services not specifically identified in the Proposal are excluded; provided, however, that if requested by the CLIENT and agreed to by LANGAN in writing, LANGAN will perform such additional services ("Additional Services") subject to these Terms and Conditions. Unless otherwise agreed in writing, the CLIENT shall pay LANGAN for the performance of any Additional Services on a time-and-materials basis based upon LANGAN's then-current hourly rates. For avoidance of doubt, email will constitute written notice.

B. STANDARD OF CARE

LANGAN's services will be performed in accordance with this Agreement and in a manner consistent with the generally accepted standard of care and skill ordinarily exercised by professionals performing similar services under similar circumstances at the place and time the services are being performed (the "Standard of Care"). LANGAN will exercise reasonable professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The CLIENT agrees that no other representation, warranty or guarantee, expressed or implied, is provided by LANGAN or is presumed given by LANGAN under this Agreement or in any report, opinion, or any other document prepared by LANGAN or otherwise.

C. CLIENT RESPONSIBILITIES

In addition to other responsibilities described herein, the CLIENT shall: (i) provide all information and criteria as to the CLIENT's requirements, objectives, and expectations for the project, including all numerical criteria that are to be met and all standards of development, design, or construction and all other information reasonably necessary for completion of the Services, prior to the commencement of the Services; (ii) provide prompt, complete disclosure of known or potential hazardous conditions or health and safety risks; (iii) provide to LANGAN all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in LANGAN's opinion for completion of the Services; (iv) review all documents or oral reports presented by LANGAN and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services; (v) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of LANGAN's Services; (vi) give prompt written notice to LANGAN whenever the CLIENT becomes aware of any development that affects the scope and timing of LANGAN's Services or any defect or noncompliance in any aspect of the project; (vii) give immediate written notice to LANGAN whenever CLIENT becomes aware of a cyber-event impacting CLIENT's or LANGAN's data or computer systems, including but not limited to theft, dissemination or use of confidential or personally identifiable information, or breach of network security (including unauthorized access to, use of or tampering with computer systems or data, or introduction of any virus or malware); and (viii) bear all costs incident to the responsibilities of the CLIENT. LANGAN will have the right to reasonable reliance upon the accuracy and completeness of all information furnished by the CLIENT.

CLIENT acknowledges that LANGAN has expended substantial time and expense in recruiting and training its employees and that the loss of such employees would cause significant financial harm to LANGAN. CLIENT therefore agrees that during the term of this Agreement and for one (1) year following completion of the Services, not to, directly or indirectly, attempt to or actually solicit, recruit or hire, any LANGAN employee involved with the Services. In the event this provision is violated, CLIENT will, on demand, pay LANGAN damages in an amount equal to the current yearly salary of the employee. CLIENT agrees that: (i) damages for a violation of this provision are difficult to ascertain; and (ii) the amount set forth herein bears a reasonable relationship to the actual damages LANGAN would incur and does not constitute a penalty. This provision will not apply to offers of employment resulting from general solicitations in the public domain.

D. INVOICING AND SERVICE CHARGES

LANGAN will submit monthly invoices to the CLIENT and a final bill upon completion of Services. The CLIENT shall notify LANGAN within two weeks of receipt of invoice of any dispute with the invoice. The CLIENT and LANGAN will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by the CLIENT and is past-due thirty (30) days from the date of the invoice. Any unpaid balances shall accrue late charges of 1.5% per month, or the highest rate allowed by law, whichever is lower, and the CLIENT agrees to pay all fees and expenses incurred by LANGAN in any collection action.

The CLIENT shall notify LANGAN prior to executing this Agreement if federal, state, or local prevailing wage requirements apply. If prevailing wages apply, and LANGAN was not notified by CLIENT, CLIENT agrees to pay LANGAN the prevailing wage for new invoiced amounts, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. CLIENT also agrees to defend, indemnify, and hold harmless LANGAN from any alleged violations for failing to pay prevailing wages, including the payment of any fines or penalties.

E. RIGHT OF ENTRY

The CLIENT shall provide for safe right of entry in order for LANGAN to perform its Services, including execution of any site access or license agreements required for completion of the Services. LANGAN will not be required to execute any site access or license agreement(s). While LANGAN will take all reasonable precautions to minimize any damage to the property, the CLIENT acknowledges and agrees that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless specifically provided in the proposal.

F. JOBSITE SAFETY AND CONTROL OF WORK

LANGAN will take reasonable precautions to safeguard its own employees and those for whom LANGAN is legally responsible. Unless expressly agreed to in writing by LANGAN under separate contract, LANGAN will have no responsibility for the safety program at the Project or the safety of any entity or person other than LANGAN and its employees. Neither the professional activities of LANGAN nor the presence of LANGAN's employees and subcontractors at the Project site will be construed to confer upon LANGAN any responsibility for any activities on site performed by personnel other than LANGAN's employees and subcontractors. The CLIENT agrees that LANGAN will have no power, authority, right or obligation to supervise, direct, stop the work of or control the activities of any other contractors or subcontractors or construction manager, their agents, servants or employees.

G. EXISTING CONDITIONS AND SUBSURFACE RISKS

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical, and hydrogeologic conditions that LANGAN interprets to exist between sampling points will differ from those that actually exist. The CLIENT recognizes that actual conditions will vary from those encountered at the locations where borings, sampling, surveys, observations or explorations are made by LANGAN or its subcontractors and that the data, interpretation, and recommendations of LANGAN are based solely on the information available to it. Furthermore, the CLIENT recognizes that passage of time, natural occurrences, and/or direct or indirect human intervention at or near the site may substantially alter discovered conditions. LANGAN shall not be responsible for interpretations by others of the information it develops or provides to the CLIENT.

LANGAN will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of its services. The CLIENT agrees to defend, indemnify, and hold LANGAN harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to LANGAN's attention or are not correctly shown on the plans furnished by CLIENT or third parties.

H. HAZARDOUS MATERIALS

Unless otherwise expressly agreed to in writing, the parties acknowledge that LANGAN'S scope of services does not include any services related to a hazardous environmental condition (such as asbestos, PCBs, petroleum, mold, waste, radioactive materials or any other hazardous substance). The discovery of any such condition shall be considered a changed condition and LANGAN may suspend its services until the CLIENT has resolved the condition.

I. INDEMNIFICATION

Subject to the provisions of Section J of these General Terms and Conditions, LANGAN agrees to indemnify and hold harmless the CLIENT and CLIENT's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all damage obligations, liabilities, judgments, and losses for personal injury and/or property damage including reasonable attorney's fees and other expenses and disbursements, asserted by any third parties to the extent determined to have been caused by the negligent acts, errors or omissions or willful misconduct of LANGAN in the performance of its services under this Agreement. LANGAN will not be responsible for any loss, damage, or liability arising from any acts by the CLIENT or any of its agents, employees, staff, or other consultants, subconsultants, contractors or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

To the fullest extent permitted by law, the CLIENT agrees to indemnify, defend and hold harmless LANGAN and LANGAN's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and all other expenses and disbursements, to which LANGAN may be subject, arising from or relating to (i) any unknown site condition or subterranean structures of which LANGAN does not have actual knowledge; (ii) any errors, omissions or inconsistencies in any data documents, records or information provided by the CLIENT on which LANGAN reasonably relied; (iii) any breach of contract, tort, error, omission, wrong, fault, or failure to comply with law by the CLIENT or third party over whom LANGAN has no control; (iv) the transport, treatment, removal or disposal of all Samples; and (v) the CLIENT's unauthorized use or copyright violation of plans, reports, documents and related materials prepared by LANGAN.

In connection with any construction project, CLIENT agrees to insert the following wording into any General Contract, Construction Management Agreement, or foundation contractor's contract: "To the extent permitted by law, and to the extent not proven to be caused in whole or in part by an indemnitee's own negligence, the contractor and its subcontractors of any tier shall indemnify, defend, save and hold harmless the CLIENT and LANGAN from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever (including reasonable attorneys' fees and litigation costs) which arise out of or are connected with or are claimed to arise out of or claimed to be connected with the design (to the extent the design is based on calculations, plans and drawings by contractor or anyone acting by, through or under contractor for which contractor is responsible) and performance of work by the contractor, or any act or omission of the contractor. Without limiting the generality of the foregoing, such defense and indemnity shall include all liability, damages, loss, claims, demands and actions on account of personal injury, death, property damage or any other economic loss to any indemnitee, any of indemnitees' employees, agents, contractors or subcontractors, licensees or invitees, or sustained by any other persons or entities, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, workers' compensation), contractual, tort or other liability of any indemnitee, contractor, subcontractor or any other persons."

In connection with any damages, loss, suit, claim or proceeding arising from or otherwise related to the execution of excavation, support of excavation, foundations, or underpinning activities, CLIENT agrees to use all reasonable efforts to seek defense and indemnification from the Contractor and Subcontractor responsible for the work, and, to the extent the CLIENT is entitled to be or is otherwise indemnified by contractors/subcontractors, CLIENT shall not seek indemnification from LANGAN.

Payment by CLIENT in accordance with Section D of this Agreement is a condition precedent to LANGAN's indemnification obligations.

In the event any part of this indemnification is determined to be void as a matter of law, then the clause shall automatically be reformed to be consistent with the law and apply the parties' intent to the maximum extent permissible by law.

J. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of LANGAN and its officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT, and to any third parties granted reliance by LANGAN per Section O, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed an aggregate amount equal to the total compensation received by LANGAN or \$100,000, whichever is greater. The CLIENT may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by LANGAN.

To the extent damages are covered by property insurance, LANGAN and the CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. LANGAN and the CLIENT, as appropriate, shall require of the contractors, subcontractors, consultants, subconsultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

K. WAIVER OF CONSEQUENTIAL DAMAGES

LANGAN and the CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the services provided by LANGAN regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory. This mutual waiver shall survive termination or completion of this Agreement.

L. INSURANCE

LANGAN agrees to maintain workers' compensation insurance as required by law and general liability, automobile and professional liability insurance with limits of \$1,000,000. Certificates of insurance will be issued to the CLIENT upon written request.

The CLIENT agrees that it will require the construction manager, general contractor and, the contractor(s) responsible for performing the work reflected by or relating to LANGAN's services on the Project, to name LANGAN as an additional insured on its Commercial General Liability and Excess/Umbrella insurance policies inclusive of operations, completed operations, and products liability coverage provisions. Such additional insured coverage shall be provided by endorsement CG 20 32 04 13 (for ongoing operations) and endorsement CG 20 37 04 13 (for completed operations).

To the fullest extent permitted by law, CLIENT hereby waives all rights of recovery under subrogation against LANGAN and its consultants.

M. FORCE MAJEURE

LANGAN will not be responsible or liable for any delays in performance, failure of performance or additional costs incurred by CLIENT related to any force majeure event, including but not limited to fire, flood, explosion, the elements, or other catastrophe, unforeseen existing or subsurface conditions, acts of God, war, riot, civil

disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, recognized health threats as determined by the World Health Organization, the Center for Disease Control, or local governments or health agencies (including but not limited to health threats of COVID-19, H1N1, or similar infectious diseases), or delays caused by the CLIENT, its agents, contractors, subcontractors, consultants, subconsultants or employees, or any governmental regulation or agency, or for any other cause beyond the reasonable control of LANGAN.

N. OPINION OF COST

Consistent with the Standard of Care in Section B of these General Terms and Conditions, any opinions rendered by LANGAN as to costs, including, but not limited to, opinions as to the costs of construction, remediation and materials, shall be made on the basis of its experience and shall represent its judgment as an experienced and qualified professional familiar with the industry. LANGAN cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. LANGAN's services required to bring costs within any limitation established by the CLIENT will be paid for as Additional Services.

O. PROJECT DELIVERABLES

All reports, opinions, notes, drawings, specifications, data, calculations, and other documents prepared by LANGAN and all electronic media prepared by LANGAN are considered its project Deliverables to which LANGAN retains all rights. The CLIENT acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, the CLIENT cannot rely upon the electronic media version of LANGAN's Deliverables. All Deliverables provided by LANGAN to the CLIENT as part of the Services are provided for the sole and exclusive use of the CLIENT with respect to the Project. Reliance upon or reuse of the Deliverables by third parties without LANGAN's prior written authorization is strictly prohibited; provided, however, that LANGAN, in its sole discretion, may agree to grant reliance to a single relying party subject to (i) the payment by CLIENT of a reliance fee equal to 10 percent (10%) of the amount paid by CLIENT for the Deliverables upon which reliance is to be granted, and (ii) acceptance by the relying party of Langan's standard reliance letter (a copy of which will be provided to CLIENT and relying party upon request).

If the CLIENT distributes, reuses, or modifies LANGAN's Deliverables without the prior written authorization of LANGAN, or uses LANGAN's Deliverables to complete the project without LANGAN's participation, the CLIENT agrees, to the fullest extent permitted by law, to release LANGAN, its officers, directors, employees and subconsultants from all claims and causes of action arising from such distribution, modification or use, and shall indemnify and hold LANGAN harmless from all costs and expenses, including the cost of defense, related to claims and causes of action arising therefrom or related thereto.

LANGAN will not sign any documents that certify the existence of conditions whose existence LANGAN cannot ascertain, or execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement. In the event LANGAN is required to execute any certifications, it is understood and agreed that: (i) the words "certify" or "certification" shall mean an expression of LANGAN's professional opinion based upon available information and consistent with the Standard of Care; and (ii) such certification does not constitute a warranty or guarantee by LANGAN.

P. CONFLICTS OF INTEREST

LANGAN provides engineering and other services on behalf of many companies and individuals; thus, during the time LANGAN is providing services to CLIENT it may also provide engineering and other services, unrelated to the services LANGAN is providing to CLIENT, to other present or future clients of LANGAN with interests adverse to CLIENT'S interests. CLIENT agrees that LANGAN'S services to CLIENT will not disqualify LANGAN from providing services to other clients in matters that are unrelated to the services LANGAN is providing to CLIENT, and CLIENT hereby waives any conflict of interest with respect to those services. LANGAN agrees not to use or disclose any proprietary or other confidential information of a nonpublic nature concerning CLIENT, which is acquired by LANGAN as a result of its service to CLIENT, in connection with any other matter, unless required to do so by law.

Q. TERMINATION AND SUSPENSION

Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement.

Failure of the CLIENT to make payments to LANGAN in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at LANGAN's option after such seven (7) day notice period or anytime thereafter. In the event of suspension for non-payment, LANGAN shall have the right to: (i) withhold its project Deliverables; and (ii) demand advanced payment for future services. Furthermore, LANGAN will be compensated for all services performed and reimbursable expenses incurred prior to such termination and all termination expenses.

In the event of a suspension of services or termination of the Agreement by LANGAN in accordance with this Section Q, LANGAN will have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. CLIENT shall not withhold amounts from LANGAN'S compensation to impose a penalty or damages on LANGAN, or to offset sums requested by or paid to contractors for the cost of changes in their work unless LANGAN agrees or has been found liable for the amounts.

R. DISPOSAL OF SAMPLES

All samples, contaminated or otherwise ("Samples"), collected by LANGAN while performing services under this agreement remain the property and responsibility of the CLIENT. LANGAN may dispose of Samples in its possession after ninety (90) calendar days from the date the samples are taken unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. At all times, any and all rights, title and responsibility for Samples shall remain with the CLIENT. Under no circumstances shall these rights, title and responsibility be transferred to LANGAN, and nothing contained in this Agreement shall be construed as requiring LANGAN to assume the status of an owner, operator, generator, storer, transporter or person who arranges for disposal, under any federal or state law or regulation. CLIENT shall reimburse LANGAN for the actual cost of disposal plus 15%.

S. RIGHT TO REFERENCE PROJECT

The CLIENT agrees that LANGAN has the authority to use its name as the CLIENT and a general description of the Project as a reference for other prospective clients.

T. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Neither party may assign or transfer this Agreement without the prior written consent of the other party, provided, however, that LANGAN can assign this Agreement, without consent, to a subsidiary or affiliate of LANGAN. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any person or entity not a party to this Agreement, as a third-party beneficiary or otherwise under any theory of law.

If LANGAN is requested to execute a consent to assignment of this Agreement to a lender or other entity providing financing for the Project, LANGAN, in its sole but reasonable discretion, may agree to execute any such document provided it does not materially alter LANGAN's risk exposure or obligations under this Agreement, and provided the assignee agrees to: (i) pay any amounts due and owing at the time of assignment; (ii) pay any amounts to become due subsequent to such assignment; and (iii) be bound by the terms and conditions of this Agreement.



U. DISPUTE RESOLUTION

LANGAN and the CLIENT agree that any disputes arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings, which proceeding must be brought in a court of competent jurisdiction in the state in which the office of LANGAN that issued the Proposal is located. LANGAN and CLIENT waive any right to a trial by jury.

All actions by CLIENT against LANGAN, and by LANGAN against CLIENT whether for breach of contract, tort or otherwise, shall be brought within the period specified by applicable law, but in no event more than five (5) years following substantial completion of LANGAN'S services. CLIENT and LANGAN unconditionally and irrevocably waive all claims and causes of action not commenced in accordance with this paragraph.

If the CLIENT asserts a claim against LANGAN relating to allegations of professional negligence in performance of LANGAN'S services under this Agreement, LANGAN will be entitled to reimbursement of any costs incurred by LANGAN in the defense of the professional negligence claim, including any expenses incurred as part of LANGAN'S professional liability insurance deductible, to the extent LANGAN is successful in its negligence defense.

V. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of LANGAN that issued the Proposal is located.

W. ENTIRE AGREEMENT

Unless a separate agreement is executed by the parties, upon receipt of direction to proceed from CLIENT and commencement of the SERVICES by LANGAN, and regardless of whether CLIENT signs the Proposal, these General Terms and Conditions will govern LANGAN's performance of the Services.

This Agreement (consisting of these General Terms and Conditions, the accompanying Proposal and LANGAN's Fee Schedule, if applicable) constitutes the entire agreement between the parties, supersede any and all prior agreements or representations of the parties to this agreement and conflicting terms on documents created by the CLIENT, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.

A handwritten signature in black ink, consisting of a stylized 'P' followed by a long horizontal stroke.

Kimley»Horn

12/23/2025

Carlos J. Arboleda-Osorio, PE
AtkinsRéalis USA, Inc.
800 Waterfront Way, Suite 700
Miami, Florida 33126

Re: Letter Agreement for Professional Services for
PortMiami Cruise Berth 10 Marine Infrastructure
Design Review and Coordination
Cruise Berth 10, PortMiami, Florida

Dear Mr. Arboleda-Osorio:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") submits this Letter Agreement ("Agreement") to AtkinsRéalis USA, Inc. ("Client") for design review for the PortMiami Cruise Berth 10 Marine Infrastructure ("Project").

Project Understanding

Fincantieri Infrastructure Florida (FIF) has requested AtkinsRéalis to prepare a scope of work and fee proposal for the development of berth and upland infrastructure improvements at PortMiami, Miami-Dade County, FL. The request for this scope of work is in response to PortMiami's request to FIF to execute a project development option related to the recent design and construction of Cruise Berths 8 & 9 and MSC Terminal AA/AAA. The development option provides for construction of a third cruise berth (herein identified as Cruise Berth 10), expansion of the passenger concourse boarding facilities to Cruise Berth 10, and development of a new provisioning building inclusive of the site development.

Client has requested Kimley-Horn to provide limited evaluation of design documents prepared by Client as further defined below. Kimley-Horn's reviews will be based on the documents provided by the Client. Kimley-Horn's review may not disclose all errors or defects that might be in the documents. By conducting this limited evaluation, Kimley-Horn is not assuming responsibility for the content and accuracy of the plans, which remain the sole responsibility of the Engineer of Record.

Assumptions

Kimley-Horn's scope and fee are based on the following assumptions:

- Support and design reviews for the development of new marine structure for Cruise Berth 10, consisting of a landside bulkhead and apron, and development of a new waterside bulkhead and dredging improvements
- All Design Submittals will be provided to Kimley-Horn by Client.
- Reviews will apply only to the design milestones stated in this proposal.
- Subsequent design reviews are not included
- No calculations will be performed by Kimley-Horn.
- Comments generated by Kimley-Horn during design reviews and meetings will be delivered directly to AtkinsRéalis for consideration and incorporation into their design documents for the

kimley-horn.com

7341 Office Park Place, Suite 102, Melbourne, FL 32940

321.343.7355

AtkinsRéalis design team.

- Permitting services are not included in this scope of work.

If any of these assumptions are not correct, then the scope and fee will change.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 - Landside Bulkhead Design

Kimley-Horn will provide design reviews and comments of a Mooring Analysis, prepared by Client, and the Landside Bulkhead Design, prepared by Client, at the 30%, 60%, and 90% design levels. The Mooring Analysis, 30% design, 60% design, and 90% design submittals will be provided to Kimley-Horn by Client.

The purpose of the Landside Bulkhead Design is to allow the marine contractor the opportunity to install the landside steel sheet pile bulkhead (or combi-wall system) in advance of obtaining the federal permits (USACE) needed for waterside construction work. However, both state (FDEP) and county (RER) permits will still be required to install the landside bulkhead.

The Landside Bulkhead construction will involve the installation of the landside segment of the Cruise Berth 10 bulkhead, a distance of about 1,225 linear feet inclusive of; the main sheet pile bulkhead, walers, tie-rods and anchor walls and other structural elements required to complete the landside bulkhead.

The Landside Bulkhead Design effort to be performed by Client includes the following activities:

- Mooring Analysis
 - Mooring analysis to be performed by Client.
 - Kimley-Horn will provide a technical review of the Mooring Analysis Report.
- Structural Designs
 - 30 percent – basis of design, construction drawings, technical specifications, and computations.
 - Kimley-Horn will review 30% basis of design, computations and construction drawings. Kimley-Horn will provide comments and recommendations to the 30 percent design submittal.
 - 60 percent – basis of design, construction drawings, technical specifications, and computations.
 - Kimley-Horn will review 60% basis of design, computations and construction drawings. Kimley-Horn will provide comments and recommendations to the 60 percent design submittal.
 - 90 percent – basis of design, construction drawings, technical specifications, and computations.
 - Kimley-Horn will review 90% basis of design, computations and construction drawings. Kimley-Horn will provide comments and recommendations on the 90 percent design submittal.



Task 2 - Waterside Bulkhead, Apron and Dredging Design

Kimley-Horn will provide design reviews and comments of the Waterside Bulkhead, Apron and Dredging Design, prepared by Client, at the 30%, 60%, and 90% design levels. The 30% design, 60% design, and 90% design submittals will be provided to Kimley-Horn by Client.

The Waterside Bulkhead and Apron involve the completion of the new Cruise Berth 10 including the installation of the waterside segment of the Berth 10 end return wall and toe-wall, a length of about 95 feet plus 155 feet long at the eastern end of the berth respectively. The remaining work is inclusive of bulkhead, tiebacks, anchor walls and all other elements necessary to complete the new berth, including the apron with passenger loading bridge runways, mooring bollards, potable water filling stations and floating foam filled fenders, etc. This phase of the work also includes site demolition, demolition of existing return wall at Berth 9 and mass excavations and berth dredging. The Waterside

Bulkhead and Apron Design will include:

- Selective site demolition (existing end return wall, Berth 9)
- Mass excavations
- Berth deepening (dredging)
- Bulkhead and return wall / toe wall return
- Mooring bollards (dockside and landside) – to include drilled shafts for high wind bollards.
- Marine floating foam filled fenders
- Bulkhead cap
- Removable curbing
- Passenger bridge runways and tie-downs
- Dockside water filling stations
- Apron pavement
- Apron grading and drainage
- New drainage outfall

The Waterside Bulkhead and Apron Design Construction Documents under this Scope of Services consist of the following:

- **Waterside Bulkhead, Apron & Dredging Design**
 - 30 percent – basis of design, construction drawings, technical specifications, and computations.
 - Kimley-Horn will review 30% basis of design, computations and construction drawings. Kimley-Horn will provide comments and recommendations to the 30 percent design submittal.
 - 60 percent – basis of design, construction drawings, technical specifications, and computations.
 - Kimley-Horn will review 60% basis of design, computations and construction drawings. Kimley-Horn will provide comments and recommendations to the 60% design submittal.
 - 90 percent – basis of design, construction drawings, technical specifications, and computations.
 - Kimley-Horn will review 90% basis of design, computations and construction drawings. Kimley-Horn will provide comments and recommendations percent

to the 90 percent design submittal.

Task 3 – Meetings and teleconferences

- **Meetings:** Kimley-Horn will attend project meetings as requested by Client and these meetings may be held at the offices of Port Miami Project Manager, General Contractor, Marine Contractor, PortMiami, and/or elsewhere in Miami-Dade County. For budgeting purposes, we have assumed Kimley-Horn will attend approximately six (6) meetings with an average duration of two (2) hours each to take place over the course of the development of the Design Documents.
- **Teleconferences:** Various teleconferences and emails are anticipated during the development of the Design Documents. For budgeting purposes, we have assumed Kimley-Horn will attend approximately twelve (12) teleconference meetings with an average duration of two (2) hours each to take place over the course of the development of the Design Documents.

Deliverables

Comments generated during the review performed by Kimley-Horn staff are the deliverables for the works included in this proposal. Comments generated by Kimley-Horn staff during the review of the design documents will be provided to the Client in the form of PDF mark-ups or comments generated in a Bluebeam session created by the Client (AtkinsRéalis) team.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Field services
- Design services
- Permitting services

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates.

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 3 for the total lump sum fee below. Individual task amounts are informational only.

Task Number & Name		Fee	Type
1	Landside Bulkhead Design Support	\$45,000	Lump Sum
2	Waterside Bulkhead and Apron Design Support	\$45,000	Lump Sum
3	Meetings and teleconferences	\$20,000	Lump Sum
Total		\$110,000	

Lump sum fees are based on a total 180-day (6-months) project duration, and a level of effort representing 25% Full Time Equivalent (FTE). Should the duration or level of effort exceed this basis, Kimley-Horn will issue a contract modification request.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to AtkinsRéalis USA, Inc.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

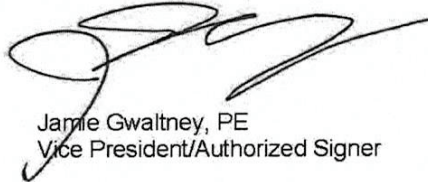


Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Desi Maldonado, PE
Project Manager



Jamie Gwaltney, PE
Vice President/Authorized Signer

ATKINSREALIS USA, INC.

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Request for Information
Attachment – Standard Provisions



Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners



**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:
Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.



- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-

Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**(20) PURSUANT TO FS 558.0035, EMPLOYEES OF KIMLEY-HORN
MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES
RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.**





Morgan & Eklund, Inc.

4909 US Highway 1
Vero Beach, Florida 32967

Phone: 772-388-5364
Fax: 772-388-3165

December 29, 2025

AtkinsRéalis USA, Inc.
Attn: Mr. Carlos J. Arboleda Osorio, PE
800 Waterford Way, Suite 700
Miami, FL 33126

**RE: Multibeam Bathymetric Survey of Future North Cruise Terminal Berth 10,
PortMiami, Miami-Dade County, FL**

Dear Carlos:

Morgan & Eklund, Inc. (M&E) is pleased to provide you with the following proposal to provide survey services for the above-referenced project.

M&E will perform a multibeam bathymetric survey of the proposed north cruise terminal berth 10 including the last 200 feet of berth 9 and up to the Miami Pilots Station facilities from center of channel to as close to shore as possible. Deliverables will include plan view showing data plot and contours in .pdf format along with .dwg and .xyz files.

Our price will be as follows:

Lump Sum \$ 13,041.90

Morgan & Eklund, Inc. appreciates this opportunity to work with you and AtkinsRéalis on this project.

Sincerely,

David W. Coggin, PSM
Vice President

DWC:dmc

Billing: Will be invoiced upon completion of survey

Terms: Net 30 days

Prices are good through 2026

MDC157

March 11, 2025
Updated November 10, 2025

Mr. John Corley, PE
Senior Manager Ports & Maritime
AtkinsRealis
1925 Ballenger Avenue
Suite 400
Alexandria, VA 22314

RE: **Proposal for Design Architect Services**
Berth 10 @ MSC Terminal, Port Miami, FL

Dear Mr. Corley:

Arquitectonica International Corporation ("Arquitectonica" or "Design Architect") is pleased to submit our architectural design services proposal ("Letter of Agreement") for the Berth 10 addition to the MSC Cruise terminal at Port Miami, Florida ("Project"). This Letter of Agreement is subject to the terms and conditions outlined herein, including, but not limited to, the scope of work, deliverables, fees, and timelines.

A. Project Description

Berth 10 shall be an extension of the current boarding concourse at MSC's Terminal AA, that will provide passengers access to a third vessel. Passengers will enter the concourse on the third level of the new MSC AA Terminal and head east towards the vessel.

As part of the current Terminal AA construction, a +/- 1,340' section of the Berth 10 concourse is built above the Berth 9 concourse at elev. +49'-0". The Berth 10 concourse shall be extended an additional +/- 1,057' (to be verified) eastward to accommodate vessels at Berth 10.

The concourse extension shall include an ADA compliant transition which shall bring the concourse from the +49'-0" elevation to +34'-0" elevation, to align with concourse elevations of both Berth 8 and Berth 9. Concourse shall be +/- 16'-6" overall width, with an interior clearance of +/- 14'-0" (overall dimensions to match those of the existing concourses). Concourse may need to shift slightly north to align with current site conditions and new proposed roadways. The construction and aesthetics of the Berth 10 concourse extension shall mimic that of the existing concourses and Terminal AA "look and feel". Scope shall include the interior buildout, including finishes, AV, security and access control, mechanical, electrical, fire protection/fire alarm life safety systems, of the existing section of the Berth 10 concourse (which sits above the Berth 9 concourse).

Interior finishes (ceilings, walls & floors) of both the current shell and new concourse extension shall be similar to those of the third-floor concourse at Berth's 8&9. The north façade of the concourse extension shall be fully glazed and incorporate a series of sliding glass doors (to match existing). The south façade shall be solid, also to match existing. The concourse extension shall include all required mechanical, electrical, fire protection/fire alarm, life safety, audio/visual, and security/access control systems. Systems related to the shared concourse shall be tied back to the main Terminal AA services (i.e. electrical, mechanical, fire/life safety, BMS, telecommunications, AV, etc.). For the concourse extension, services such as fire/life safety, telecommunications, AV, BMS, etc., will be tied back to the main Terminal AA services, while others will require new infrastructure (i.e. mechanical, including new chiller/cooling tower, electrical, etc.). Final termination/integration of new services for both the shared concourse and concourse extension, however, will have to be coordinated and verified. The concourse extension shall also accommodate egress stairs as required by code.

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A +/- 10,000 sf., (to be verified) one-story provisioning structure (not fully enclosed) and loading area shall be located at the eastern most end of Berth 10. The provisioning structure shall accommodate a min. of five (5) provisioning trucks and provide ample depth for off-loading and circulation of provisions and forklifts. The provisioning structure shall also have ancillary facilities, such as provisioning office, two (2) unisex restrooms, one (1) janitors' closet, staff breakroom and K-9 storage (if needed). Project is to include all ancillary roadways extending from the current demarcation line to the new proposed provisioning structure, including a full truck maneuvering and turn around area for provisioning trucks. Roadway shall be two lanes (eastbound/westbound) and provide adequate clearance from new concourse. Roadway shall also accommodate a staging lane to accommodate a min. of three (3) provisioning trucks. Project shall also include a secured vehicular and pedestrian ingress and egress security access gate, located by the provisioning structure, to support access for ship equipment, service and security vehicles, maintenance cranes, waste trucks and fire trucks, etc.

The design shall also incorporate the apron /waterside design criteria (developed by ATKINS)

B. Scope of Work

Upon Notice to Proceed and review of the Project budget and schedule, Arquitectonica will work closely with AtkinsRealis (the "Client") and provide professional design services for the Project and act as the Design Architect, as further detailed herein. Services shall be provided in a manner consistent with the standard of care for similar projects in South Florida ("Standard of Care"). Standard of Care shall be defined as the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances.

Arquitectonica shall assume a primary role in the design throughout the 30% and 60% submissions as further detailed herein. During these phases, Arquitectonica will produce architectural design documents ("Architectural Drawings"); assist AtkinsRealis in coordinating their documents with the design; advise on obtaining all required approvals and local regulatory requirements; and assist in coordinating with local consultants and statutory authorities.

All consultants shall be contracted directly with the Client, and the Architect can participate in the selection of the consultants in collaboration with AtkinsRealis, if requested.

C. Scope of Services

1. Architectural Design Phase

The Architectural Design Phase includes the Schematic, and Design Development Phases.

a) 30% Submission (Schematic Design Phase) (2.5 months)

Arquitectonica will prepare designs for discussion and approval by the Client.

During the 30% Submission (Schematic Design Phase), Arquitectonica will:

- Organize kick-off meeting with the Client to establish overall project goals and schedule;
- Review site conditions;
- Discuss LEED and other sustainability objectives and consultants;
- Develop the design to establish the scale, character and relationship of major building components;
- Establish a methodology and plan for project phasing, if required, including filing procedures and conformance with all applicable codes and regulations;
- Develop the basic planning and geometric configuration of the building, and determine both gross and net areas; and

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- Participation in discussions regarding the detailed construction budget, itemized per trade with the Client.

The following materials, in addition to any other architectural materials required, will be produced for the 30% Submission which will include drawings, documents and products to depict the general aesthetic and functional characteristics of the design:

- Context/site plan indicating the proposed Project within the context/neighborhood and surrounding buildings. Examples include aerial photos with the Project inserted and a 3D model showing the proposed Project and context. Preliminary designs that reflect the architectural character of the Project;
- Massing diagrams;
- Floor plan layouts with circulation shown;
- A ground floor plan indicating how the building addresses the pedestrian realm;
- Exterior elevations with a contextual sketch or a computer photo-image of the Project elevations within the context of the site;
- Layouts with program areas;
- Floor area tabulation; and
- Materials palette for exterior design scope.
- Building sections;
- Zoning drawings;
- Vehicular parking, circulation, and loading;
- Design presentation with material suggestions for exterior finishes; and
- Renderings to be included with the submission of a 3D sketch or a schematic massing model that help explain the concept of the Project are optional, but recommended. Professionally prepared renderings will be submitted as a Reimbursable Expense.

b) 60% Submission (Design Development Phase) (2.5 months)

Based on the approved 30% Documentation Submission (Schematic Design) and any adjustments authorized by the Client to the design, budget, program or time-frame requirements, Arquitectonica will study building systems and materials in developing the design and will then prepare design development documents consisting of drawings and other documents to fix and describe the size and character of the Project with respect to architectural systems, materials and other such elements as may be appropriate ("Design Development Documents"). Arquitectonica will provide the following during the Design Development Phase:

- Development of the detailed character of the exterior enclosure;
- Coordinate with exterior wall and maintenance consultants to further define exterior wall systems, including incorporating their technical inputs;
- Preparation of Design Development Documents, including wall sections and typical details showing design profiles and materials and specifications;
- Continue to deliver design presentations as well as regular meetings with the Client's team and consultants;
- Review further development of the detailed and itemized construction budget with the Client and consultants; and
- Presentations to the Client at the 50% and 100% completion stages of Design Development.

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The 60% Submission (Design Development Documents) will include drawings, documents and products adequate for the preparation of Construction Documents. Deliverables during this phase include the following with the support and input of the consultants:

- Site Plan;
- Zoning Data;
- General Notes;
- Overall Architectural Floor Plans;
- Enlarged Architectural Floor Plans;
- Roof Plan;
- Reflected Ceiling Plans;
- Overall Building Elevations;
- Enlarged Building Elevations;
- Exterior Envelope details;
- Overall Building Sections;
- Enlarged Building Sections;
- Wall Sections;
- Enlarged Wall Sections;
- Partition Types;
- Louver Schedule;
- Glazing Schedule;
- Outline Specification (if required).

90% Submission (Construction Documentation Phase, Review Only) (4 months)

Arquitectonica will provide reviews of the 90% submission package for design intent purposes.

Reviews will take place monthly over a three (3) month period.

D. Exclusions to Scope of Services

The following information or services required for the performance of the work are excluded from Arquitectonica's scope of services under this Letter of Agreement and will need to be provided by others:

- Topography, boundary and utility survey showing the site and adjacent conditions including existing structures and road sections or other site information;
- Geotechnical studies;
- Structural analysis of any existing structures including concrete core tests;
- Environmental studies of any existing buildings and the site;
- All consultants including but not limited to Architect of Record, MEP/FP Engineers, Structural Engineers, Civil Engineers, Traffic Engineers, Parking Consultants, ADA/Life Safety, Security/Blast, Communication, Signage and Graphics, Door Hardware, Lighting, Vertical Transportation, Acoustics, AV/Low Voltage Consulting, Specifications (Project Manual), Cost Estimating, Land Use Counsel, and LEED Consulting;

E. Professional Fees and Estimated Schedule

Compensation ("Professional Fee") for basic architectural design services ("Design Architect Services") will be as indicated below. It is understood that work will not begin on any phase of the Project without written approval of the Client. The Professional Fees will be billed in accordance with the following breakdown:

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Phase	Architecture	Interiors	Landscape	Schedule
30% Submission (Schematic Design)	\$154,000	\$56,450	\$30,000	10 wks
60% Submission (Design Development)	\$154,000	\$56,450	\$36,750	10 wks
(Construction Documentation Review)	\$ 57,000	\$37,775	\$10,500	16 wks
Sub-Total*	\$365,000	\$150,675	\$77,250	

F. Reimbursable Expenses

Reimbursable Expenses, as described below, are in addition to compensation for Basic Services and shall be paid by the Client at the direct cost to Arquitectonica. Reimbursable Expenses shall be billed at actual cost plus a 10% administrative fee. Reimbursable Expenses shall include, but are not limited to, travel expenses, printing costs, and any other expenses directly related to the Project. The majority of these expenses will be for:

1. Reproduction: Costs associated with printing and photographic duplication of drawings, specifications, reports, cost estimates and other documents concerning the Project.
2. Travel & Lodging: Cost of mileage, public transportation, lodging and subsistence and out of pocket expenses including taxis, meals as necessitated by out-of-town travel on behalf of the Project.
3. Renderings: Costs for all professionally prepared renderings and models, preparation of marketing brochures, tenant related services, computer-generated animation and video prepared on behalf of the Project.

G. Hourly Rates and Additional Services

Stipulated services and any services that may occur that are unforeseen at this time will be invoiced on an hourly basis as per the following hourly rates:

Founding Principal	\$700
Principal	\$450
Project Director/Senior Project Manager	\$325
Project Manager	\$225
QA/QC Manager	\$175
Senior Architect/Designer	\$200
Intermediate Architect/Designer	\$175
Junior Architect/Designer	\$150
Clerical	\$75

H. Payments and Schedule

Professional Fees, Reimbursable Expenses and any Additional Services fees involved shall be invoiced monthly as progress payments. Payments are due and payable within 15 days of receipt of payment from the Owner to AtkinsRealis. Amounts unpaid after 15 days from the receipt of payment shall bear interest from that date at the legal rate prevailing in Miami, Florida, USA. In the event of non-payment, Arquitectonica reserves the right to suspend or terminate services. Arquitectonica shall have no liability to the Client for delay or damage caused to the Client or Owner because of such suspension of services.

I. Time

Arquitectonica's Basic Services will commence on receipt of the proposal signed and dated by the Client, plus the advance payment, if any is required under this Letter of Agreement. If, through no fault of Arquitectonica, the services covered by this Letter of Agreement have not been completed within the estimated duration stated for each individual phase of the Project or the overall estimated Project duration, compensation for Arquitectonica's services beyond these durations shall be an Additional Service invoiced on an hourly basis at

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the hourly rates provided in this Letter of Agreement. Further, any services necessitated by decisions of the Client not rendered in a timely manner or any other failure of performance on the part of the Client or the Client's consultants or contractors shall also be an Additional Service invoiced at the hourly rates herein. This Letter of Agreement shall remain valid for 30 days from the date noted on the first page of this Letter of Agreement. If not signed and accepted by the Client within this period, the terms outlined shall no longer be valid and a new agreement shall be required.

J. Client's Responsibilities

The Client shall provide full information in a timely manner about the objectives, development program, schedule, constraints and existing conditions of the Project, and shall establish a budget with reasonable contingencies that meets the Project requirements prior to commencement of any work by Arquitectonica. The Client shall be responsible for providing all necessary surveys and studies in a timely manner to avoid delays in the Project schedule. Arquitectonica shall be entitled to rely upon the accuracy and completeness of services and information furnished by the Client. The Client shall provide Arquitectonica with written approval, or conditional approval, to proceed with each design phase. Conditional approval may contain a list of items for action in the next design phase, but will not delay the time schedule.

K. Use of Arquitectonica's Instruments of Service

All Instruments of Service, documents, and materials prepared by Arquitectonica are for use solely with respect to this Project. Arquitectonica shall retain all common law, statutory and other reserved rights, including the copyrights. The Client shall not reuse or permit the reuse of Arquitectonica's Instruments of Service, documents, or materials except by mutual agreement. Instruments of Service shall be defined as representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by Arquitectonica. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

L. Schedule

The schedule provided in the Professional Fees and Estimated Schedule section above is only an estimation. Arquitectonica will work with the Client as they develop the design and construction schedule.

M. Termination, Suspension or Abandonment

In the event of termination, suspension, or abandonment of the Project, Arquitectonica shall be equitably compensated for all services performed up to the date of such event. Failure of the Client to make payments to Arquitectonica in accordance with this Letter of Agreement shall be considered substantial nonperformance and is sufficient cause for Arquitectonica to either suspend or terminate services. Either Arquitectonica or the Client may terminate Arquitectonica's services after giving no less than seven (7) days' written notice if the other party substantially fails to perform in accordance with the terms of this agreement.

If Arquitectonica is terminated for convenience at any point in time, the Client will be responsible to compensate Arquitectonica for all outstanding balances, in addition to 20% of the total remaining fee as compensation for the future use of Arquitectonica's Instruments of Service and execution of any successor architect agreement.

N. Agreement

Arquitectonica and the Client may prepare a subsequent agreement in a mutually acceptable format based on the contents of this Letter of Agreement and the Prime Agreement between the Client and the Owner (to which it is understood that Arquitectonica will be bound by those Terms & Conditions). In the absence of such a subsequent agreement, this Letter of Agreement shall serve as the binding services agreement between Arquitectonica and the Client for the provision of Arquitectonica's services. This Letter of Agreement shall not be amended or assigned without the written consent of both parties.

2900 Oak Avenue
Miami, Florida 33133
T 305.372.1812 F 305.372.1175
www.arquitectonica.com
AAC000465



ARQUITECTONICA

O. Severability

The invalidity of any provision of the Letter of Agreement shall not invalidate the Letter of Agreement or its remaining provisions. If it is determined that any provision of the Letter of Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Letter of Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Letter of Agreement.

Approved and Accepted by Arquitectonica:

Signature:



Name: Timothy S. Reedy
Position: Chief Executive Officer
Date: November 10, 2025

Approved and Accepted by the Client

Signature:

Name:
Position:
Date:



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Miami, Florida 33133
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AAC000465

Scope of Work and Cost Estimate Berth Scour and Passing Ship Drawdown Analysis Berth 10, PortMiami, FL

The following Scope of Work for berth scour analysis and passing ship hydrodynamic analysis was developed by Coast & Harbor Engineering, Inc. (CHE) as part of the AtkinsRéalis project team for PortMiami on October 21, 2025. The goal of the analysis is to evaluate potential bulkhead toe scour, and passing ship drawdown effects, for the purposes of bulkhead design at Berth 10 by AtkinsRéalis.

Task 1. Berth Scour Analysis

Propeller/Thruster Wash Modeling

Propeller and thruster wash modeling will be performed to develop design velocities for use in scour analysis. CHE will collect and evaluate available design vessel characteristics and vessel location configurations to be used in the analysis. Assumptions for missing data (if any) will be developed based upon existing CHE database and experience. CHE will perform up to four (4) simulations with FLOW3D for bow/stern thruster or main propulsion systems (total of 4 for all systems). It is assumed that only one (1) design vessel berthed at Berth 10 will be included in the analysis. FLOW3D provides a time-dependent 3D flow field with accurate structure dimensions, slope locations, etc. and accurate interaction of the flow field with these structures. FLOW3D also provides forces and moments on other structures or vessels, which can be provided to AtkinsRéalis if desired and if specified prior to final simulations.

Deliverables: design propeller/thruster wash velocity magnitudes and durations for use in berth scour analysis.

Berth Scour Evaluation

Scour analysis will be performed to evaluate potential equilibrium scour at Berth 10 to provide AtkinsRéalis with information for determining a suitable scour allowance in bulkhead design. Scour is assumed to only result from propeller wash. Scouring analysis and/or simulation will focus on the single design vessel using both its azipod and bow thruster systems. A stationary vessel case, and a moving vessel case (arrival or departure), will both be simulated to characterize both longer-term scour potential, as well as individual transit scour. Scour will be simulated empirically and/or directly in FLOW3D, depending on soil conditions.

Deliverables: potential scour depths at the bulkhead, and scour evolution using direct simulation in combination with empirical methods.

Task 2. Passing Ship Hydrodynamic Modeling for Drawdown Effects

CHE will perform passing vessel hydrodynamic modeling to evaluate water drawdown effects at Berth 10 from passing ships. CHE will provide the water level fluctuation (and/or hydrostatic pressure data) to AtkinsRéalis for use in bulkhead design. It is assumed that up to three (3) passing ship simulations will be performed, which may consist of up to 3 different passing cruise ships on independent transits past Berth 10, different passing speeds or passing directions, or passing locations in the channel. No ambient tidal currents are assumed to be included in the simulations.

Deliverables: Time histories of water level along the bulkhead, distributions of water level at different time periods, and/or hydrostatic pressure/load changes during passing events.

Task 3. Meetings, Coordination, Presentations, and Reporting

It is assumed that up to four (4) virtual meetings will be required during the project. CHE will provide one (1) presentation of preliminary results via MS Teams. CHE will utilize comments from the presentation of preliminary results to finalize the analysis if necessary. CHE will prepare a draft summary memo in digital PDF format summarizing the analysis methodology and results, including the final



PowerPoint presentation as an appendix. Following review and comment by AtkinsRéalis, CHE will revise the draft summary memo and issue a final summary memo in digital PDF format.

Schedule and Payment

CHE will begin work immediately upon Notice to Proceed and receipt of data required for the analysis. Project schedule will be determined upon Notice to Proceed. Payment is on a time and materials basis. Progress invoices will be submitted for approval and paid monthly.

Cost Estimate

Table 1 below shows the CHE cost estimate. Budget is valid for 60 days from the date of this Scope of Work.

Table 1. Cost Estimate

Task	Task Description	Budget
1	Berth Scour Analysis	\$47,500
2	Passing Ship Hydrodynamic Modeling for Drawdown Effects	\$15,750
3	Meetings, Coordination, Presentations, and Reporting	\$10,500
	TOTAL	\$73,500

Assumptions:

- Design vessel propulsion data relevant to modeling of propeller and thruster wash effects will be provided by AtkinsRéalis (e.g., pilot cards, vessel drawings, etc.).
- Maximum of three (3) distinct passing vessels will be included in the passing ship analysis.
- Maximum of one (1) distinct berthed vessel will be included in the propeller wash and scour analysis.
- Propellers and rudders will not be directly simulated in propeller and thruster wash simulations. Momentum jet theory will be utilized to determine the jet diameter and velocity at the zone of established flow. FLOW3D input will consist of only the jet diameter and velocity at locations in front of the propeller/thruster.
- Geotechnical data will be provided to support the scour analysis, including grain size data at a minimum, in addition to other typical engineering parameters.
- Berth scour is assumed to be controlled by propeller wash. No scour analysis due to other hydrodynamic forces (e.g., hurricane waves) is included.
- Hydrographic surveys, and drawings showing existing conditions and proposed conditions, will be provided to CHE in digital AutoCAD format.



PERSOHN/HAHN ASSOC., INC.
11621 Spring Cypress Road, Suite D
Tomball, Texas 77377
(713) 467-4440

SUBJECT: Port Miami's MSC
Cruise Terminal AA/AAA

DATE: April 4, 2025

AGREEMENT made this _____, day of _____, 2025, by and between
PERSOHN/HAHN ASSOCIATES INC., hereinafter referred to as "Consultant", and
_____, hereinafter referred to as "Client".

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which Consultant will provide consulting services for the moving walks in the above subject building, hereinafter referred to as the "Project".

BASIC SERVICES TO BE PERFORMED

1. **Design Phase**

A. Provide detail design information for the plan selected. Information shall include:

1. Detailed studies to determine the most effective systems for the project.
2. Space lay-out drawings of all dimensions and lay-out of equipment.
3. Interface information requirements for structural, MEP disciplines, including impact loading and power characteristics.
4. Provide budgets for the recommended systems.

B. Verify conformance with federal, state and local governing codes.

2. **Construction Document Phase:**

A. Provide a detailed performance specification, based upon the format of the Architect of Record. The specifications shall include specific performance criteria, compliance with applicable codes and establish the equipment quality level. A continuing after installation preventative maintenance specification and bid form shall be included with the base specification as an alternate. The specifications shall be structured to encourage competitive bidding.

3. **Bidding and Negotiation Phase:**

A. Assistance in evaluating bids, clarifying exceptions and ambiguities with the bidders and submit written recommendations.



B. The Consultant's assistance during construction administration shall include:

1. Review shop drawings submitted by the elevator contractor for code and contract document conformance.
2. Provide construction reviews as required but at least 30%, 60% and 80% during construction. Provide a report covering the following:
 - a. Items of non-conformity.
 - b. Percentage of equipment on site and installed.
 - c. Resolve all RFI's with the contractor.
 - d. Assist in establishing substantial completion.

4. **Project Close-out Phase**

1. Make one visit to make final acceptance reviews and provide punch list of deficiencies.
2. Make one visit for follow-up review and report on punch-list completion.
3. Review all close out documents and warranties and report findings to Architect of Record.

5. **Final Review Phase**

1. Consultant will review all equipment to determine if work is complete and complies with specifications and codes.
2. Consultant will make performance tests to determine the efficiency and level of adjustments on each unit.
3. Consultant will provide a report of the review and tests listed above, including a summary for corrective work to be accomplished.
4. Consultant will make a follow-up review and report to assure re-work has been accomplished.
5. Review all close out documents and warranties and report findings to Client's representative.

Equipment Covered in This Agreement: All new VT and moving walk equipment in project.

INSURANCE

Consultant will obtain and maintain at its expense, in full force and effect until the completion of the work operations covered by this contract, such insurance as will cover the



obligations and liabilities of all of its principals and employees. Insurance with limits lower than that set forth hereinafter will not be considered adequate insurance.

Comprehensive General Liability for \$2,000,000 for combined single limit with a \$4,000,000 Aggregate. Automobile liability for \$1,000,000, and Workmen's Compensation Insurance of Statutory limits. In addition, professional liability for \$2,000,000.

INDEMNIFICATION

Consultant will not be responsible for the means, methods, techniques, sequences or procedures of equipment installation or the safety precautions incident to this work. Client hereby agrees to indemnify and hold harmless Consultant, its agents and employees from all claims, damages, or judgments which may arise out of the failure of the Client, to perform the work in a safe and careful manner, notwithstanding the presence of or purported instructions or directions of Consultant, its employees or agents, or the requirements of any plans, specifications, or other documents applicable to the work furnished by Consultant. It is expressly understood, in consideration of the performance of the services enumerated herein at the price stated, that Persohn/Hahn Associates, Inc., assumes no liability on account of accidents to persons or damage to property, except for liability caused by Persohn/Hahn Associates, Inc., or their employees. Consultant will not be held responsible for any loss, damage or delay caused by accidents, strikes, lockouts, or by any other cause which is beyond its control, and in no event will Consultant be liable for consequential damages. However, Consultant will be responsible for specific instructions given by its employees to the elevator contractor and others.

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party only upon default by either party which shall continue for seven (7) days after written notice thereof to the other party. In event of termination due to the fault of Client. Consultant will be compensated for all services rendered prior to such termination.

MISCELLANEOUS PROVISIONS

1. This Agreement will be binding upon and inure to the benefits of the parties hereto and their respective heirs, executors, administrators legal representatives and successors where permitted by this Agreement.
2. In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not effect any other provision thereof and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
3. This Agreement constitutes the sole and only agreement of the parties, hereto and supersedes any prior understandings, either written or oral, between the parties respecting the subject matter hereof.



FEE

A. The fee for each phase of our Basic Services is tabulated below. Progress payments will be requested as work is accomplished.

1. Design Phase	10,320
2. Construction Document Phase	11,380
3. Bidding/Negotiation Phase	2,800
4. Construction Administration	6,960
Total	\$31,460

Additional Services:

Services requested by the Client which materially increase the scope of basic services shall be billed as additional services at a rate of \$175 per hour for the consultant and \$40 an hour for secretarial.

Reimbursable Expenses:

Consultant will be reimbursed for the actual cost of travel expenses.

ACCEPTANCE OF PROPOSAL

For:

For: PERSOHN/HAHN ASSOCIATES, INC.

ACCEPTED

ACCEPTED

By: _____

By: Herb Smith

Title: _____

Title: CEO

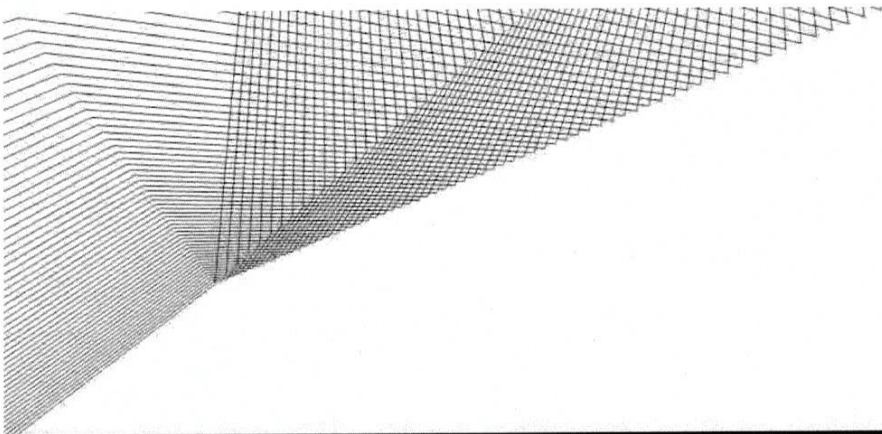
Date: _____

Date: April 5, 2025

Address:

11621 Spring Cypress Road
Suite D
Tomball, Texas 77377





SLS

A SOCOTEC COMPANY

Corporate Headquarters

260 Palermo Avenue

Miami, Florida 33134

FIRE PROTECTION/LIFE SAFETY PROPOSAL: LIFE SAFETY CONSULTING SERVICES

MSC Cruise Terminal AA/AAA Extension
Miami, Florida

PREPARED FOR:

AtkinsRéalis

ATTENTION:

Elizabeth Ogden

DATED:

April 04, 2025

SLS NO.: 1.7505

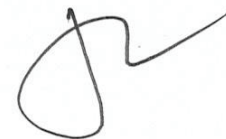
I. INTRODUCTION

SLS Consulting, LLC. (SLS) submits this proposal to AtkinsRéalis, to provide fire protection and life safety consulting services associated with the proposed MSC Cruise Terminal AA/AAA Extension located in Miami, Florida. The intent of SLS's involvement is to assist the project team in developing a code compliance approach for the project, interfacing with the City of Miami Fire Department, providing peer reviews of architectural and engineering drawings prepared by the design professionals of record and supporting the project team with respect to issues associated with fire protection and life safety within the building.

The intent of SLS's involvement is to serve as the project's fire protection and life safety consultant to support AtkinsRéalis.

II. QUALIFICATIONS & RESUME

A summary of qualifications for Maria Genge (Principal of SLS), Joshua Wolk (Senior Associate), and references are provided in Attachment I of this proposal.



III. BASE SCOPE OF SERVICES

SLS proposes the following scope of services to AtkinsRéalis:

a. Fire Protection and Life Safety Consulting Scope of Services

1. Project Team Meetings: Attend up to five (5) project meetings with the project team to review the project and to address miscellaneous project related issues and/or review deliverables prepared by SLS Consulting, LLC.
2. Miami Fire Department Meetings: Attend three (3) project meetings during the design and permitting phase with the Miami Fire Department to review the proposed project, associated code compliance approach and discuss required alternative methods of code compliance.
3. Miami Building Department Meetings: Attend two (2) project meetings during the design and permitting phase with the Miami Building Department to review the proposed project, associated code compliance approach and discuss required alternative methods of code compliance.
4. Fire Protection/Life Safety Narrative Report: Develop a Fire Protection/Life Safety Narrative report for the project that addresses the major fire protection and life safety code requirements of the applicable codes for the project. This report will minimally address the following requirements:
 - Construction Type
 - Means of Egress (occupant loading, number of exits, egress capacity, etc.)
 - High Rise Requirements: (if applicable)
 - Fire Protection systems (sprinkler, fire alarm, smoke alarm, smoke control, fire fighter communication, etc.)
 - Means of Egress Lighting and Markings
 - Emergency Power Requirements

This report will be updated as needed based on comments from the project team, the City of Miami Fire Department and Building Departments. The intent of this report is to outline the code compliance approach and serve as a living document.

5. QA/QC Drawing Reviews: Complete three (3) multi-disciplinary fire protection/life safety drawing reviews for compliance with the project's Fire Protection/Life Safety Narrative report. A letter report and/or review of comments with the project team will be provided for each review and be structured to identify the condition of concern, indicate the applicable code requirements (with references) and to provide a recommendation for corrective action (where possible).
6. General Consulting: Provide up to twenty (20) hours of general consulting to address miscellaneous issues, provide additional deliverables, attend additional meetings, etc.



b. Life Safety Drawings Scope of Services

1. Project Team Meetings: Attend up to three (3) meetings with the project team to review deliverables prepared by SLS Consulting, LLC and to review miscellaneous fire protection and life safety issues associated with the MSC Cruise Terminal AA/AAA Extension .
2. Preparation of Life Safety Drawings: Prepare the life safety drawings for MSC Cruise Terminal AA/AAA Extension to meet the requirements of the local AHJ as agreed upon with the City of Miami Building and Fire Departments. It has been assumed that AutoCAD files will be provided showing both layouts and that engineering associated with other disciplines (e.g., civil, electrical, structural, mechanical, etc.) will be completed by others. Life safety drawings will be revised up to one (1) times based on the project team's stakeholders and one (1) time(s) based on permit review comments made by the local AHJs.
3. General Consulting: Provide up to fifteen (15) hours of general consulting to review and respond to miscellaneous fire protection and life safety related issues associated with the Demo Project.



IV. ADDITIONAL SCOPE OF SERVICES

Based on SLS's role on the project, examples of possible additional services potentially required for the project is:

1. Additional site visits, meetings with the project team and/or Building and Fire Departments.
2. Preparation of additional deliverables.
3. All appeals and/or equivalencies consulting if considered a high-rise building.
4. Performance based design evaluations utilizing timed egress and/or fire dynamics simulator (FDS)/computational fluid dynamics (CFD) models.
5. Variance/Equivalencies.
6. Design of fire protection systems (fire pump, sprinkler and fire alarm). If desired, SLS can include this scope of work.

If additional services are required to be provided, a cost and detailed scope of services will be presented to AtkinsRéalis, for review and approval prior to proceeding.

V. CLIENT RESPONSIBILITIES

For SLS to complete the proposed scope of services, AtkinsRéalis, will be subject to the following responsibilities:

- 1) Provide electronic access to project drawings and relevant project reports; and
- 2) Coordinate meetings.



VI. PROFESSIONAL FEES & EXPENSES

The scope of services outlined in this proposal will be provided to AtkinsRéalis based on the following breakdown:

BASE SCOPE OF SERVICES (as referenced in Item III above):	\$43,000
Fire Protection and Life Safety Consulting Scopes of Services	\$25,000
Life Safety Drawings Scope of Services	\$18,000
OPTIONAL SCOPE OF SERVICES (as referenced in Item III above):	\$0

TERMS AND CONDITIONS & ACCEPTANCE

Notes:

1. All lump sums are exclusive of reimbursable expenses.
2. Lump sums do not include an allowance for meetings or supervision except where specifically noted in the scope of services.
3. Hourly work will be charged according to actual hours spent as per the hourly rate schedule.
4. Payment terms: Invoices will be issued monthly and are due upon receipt. Consultant will invoice the Client based upon Consultant's work in place on a percent complete basis, based upon the shorter of work completed or time allotted. Budget estimates will be billed monthly as they occur. After 30 days, 1% per month a late fee will be charged. Consultant reserves the right to stop work on projects where invoices remain unpaid for over 60 days. Collection fees, including attorneys' fees, if required, will be charged to the Client.
5. Reimbursable expenses: are all expenses incurred by Consultant in connection with this Project on behalf of the Client and will be marked up by 15%. Reimbursable Expenses include, but are not limited to travel, long distance telephone charges, IT services, messenger service and reproduction costs. Subconsultants engaged by Consultant in connection with the Services to be provided shall be billed at Consultant's personnel rates as set forth herein. Laboratory fees and tests will be billed at a multiple of 1.25 of actual cost. All air travel in excess of four hours will be in business class. Travel time will be invoiced per the listed hourly rates.

EXCLUSIONS – LIFE SAFETY:

1. Consultant will not be responsible for coordination of work and payment requisition approvals.
2. All necessary documents, drawings and other relevant background information for the Project will be provided to the Consultant by the Client.
3. Contract Documents: As used in this proposal, reference to "Contract Documents" shall include applicable: Project design drawings and specifications issued prior to the execution of the Construction Contract.
4. Approved Submittals: As used in this proposal, reference to "Approved Submittals" shall include applicable: shop drawings, schedules, catalog cuts, samples, or reports approved by the Architect.
5. When deviations or deficiencies are observed and reported by Consultant, Consultant will request that the engineer of record approve remedial details.
6. The Client will give five (5) business days prior written notice to Consultant before all monitoring, meetings, job site visits as well as prior to the commencement of each task and/or Scope of Services item.
7. Consultant will not have control or charge of and shall not be responsible for: (i) construction means, methods, techniques, sequences or procedures; (ii) for safety precautions and programs in connection with the work, for the failure of the Contractor, subcontractors, or any other person performing any of the work, to carry out the Work in accordance with the Contract Documents; (iii) coordination of drawings; (iv) permitting and/or permit expediting. If the Consultant has knowledge of such failures it shall inform the Client.
8. The service provided by Consultant hereunder is a visual observation of readily accessible areas and systems. Latent or concealed defects which are not readily accessible and otherwise not visible or defects which could not be evaluated without using destructive testing methods (i.e. opening of column enclosures, opening of walls opening of ceilings, etc.) are not reviewed.
9. All issues regarding hazardous and toxic materials, sidewalk safety and bridges and all other issues regarding job site safety are the sole responsibility of the Client, and will not be addressed by Consultant.
10. Consultant does not provide or imply any warranty, guaranty, promise to perform or assurance of any kind whatsoever and shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances.
11. With regard to monitoring elements which can be observed only when the walls are open (e.g., fire rating), the Client will have the sole responsibility of coordination between parties and of providing adequate notification to Consultant as to when the observations can be made before the wall is closed. If it becomes necessary for the wall to be reopened in order to allow for the appropriate observation (e.g., of the fire rating etc.), the Client will be responsible for all associated costs.
12. Any actions taken and/or decisions made as a result of any recommendation and/or services provided by Consultant shall be at the entire risk and obligation of the Client.

TERMS & CONDITIONS – LIFE SAFETY:

13. In the event that Consultant will be compelled to participate in any dispute resolution proceedings and/or fact witness depositions to which it is not a party arising from this Agreement, Consultant shall be compensated and reimbursed by Client for all reasonable expenses incurred by Consultant as a result of its participation.
14. Hazardous and Toxic Materials: Consultant shall have no responsibility for the discovery, removal, diagnosing and otherwise preventing the formation of, or protecting against hazardous and toxic materials, organisms, and substances at the Project. The Client or Owner shall bring no claim against Consultant relating to the presence of asbestos, hazardous wastes or any other hazardous or toxic materials at the Project. To the fullest extent permitted by law the Client or Owner shall indemnify, defend, and hold harmless Consultant from and against any and all claims, causes or action, damages, losses, liabilities and expenses, including

but not limited to attorney's fees and insurance deductibles, arising out of the presence of asbestos, hazardous wastes or any other hazardous or toxic materials at the Project site.

15. Arbitration: In the event of a claim, dispute, or other matter in question between the parties arising out of or relating to this Agreement, it shall be resolved by through binding arbitration administered by the American Arbitration Association in accordance with the American Arbitration Association construction rules and procedures then in effect. Such arbitration proceeding shall be conducted in New York, New York unless the parties mutually agree to another location. Arbitration shall be conducted by a single arbitrator jointly selected by the parties, and in the event the parties cannot agree on the selection of the arbitrator within twenty business days from commencement of such action, the arbitrator shall be appointed pursuant to the American Arbitration Association rules. The arbitrator shall decide the dispute expeditiously, the parties' objective being to have a reasoned award and decisions within ninety (90) calendar days from joinder of issue. The arbitrator may extend this period as necessary or appropriate. The arbitrator shall allow limited discovery as is appropriate and fair to the parties. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted or demanded. The unsuccessful party therein shall pay costs and reasonable attorneys' fees incurred by the prevailing party in such amount as shall be determined by the arbitrator.
16. Limitation of Liability: The principals, employees, affiliates, parents, and agents of Consultant shall in no event be personally liable to the Client or any other third party. In no event shall Consultant be liable to the Client, or any other entity, for an amount in excess of the actual fees collected by Consultant for this engagement, nor for any consequential, incidental, economic, special, reliance, liquidated, performance, expectation, or delay damages or for any design or construction defects. This provision shall survive termination or completion of this Agreement.
17. Indemnification: Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligence, acts, breach of this Agreement, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom Client is legally liable, and arising from the Project. This provision shall survive termination or completion of this Agreement.
18. Notice of Claims: For purposes of notice hereunder and for any other notice required by this Agreement, notice shall be given by certified mail or by hand delivery as follows:
 - If to the Client: refer to cover page of this document.
 - If to Consultant:
Chief Executive Officer
SOCOTEC, Inc.
151 West 42nd Street, 24th Floor
New York, New York 10036
19. Suspension of Services and Termination: The Agreement may be terminated by either party with seven calendar days advanced written notice to the other party. Consultant shall be entitled to suspend performance of its services under this Agreement if the Client fails to make payments in accordance with the terms of this Agreement. Client shall not be entitled to recover from Consultant any delay or other damages as a result of the invocation of Consultant's right to suspend its services or terminate the Agreement. Upon termination, Client agrees to compensate Consultant for all undisputed services provided up to the date of termination, and the foregoing provisions shall survive termination.
20. Captions and titles of the different sections of this Agreement are solely for reference and are not considered as substantive parts of this Agreement.
21. The sole beneficiaries of this Agreement and the services to be provided hereunder are the parties hereto. This Agreement is not intended and shall not be deemed to confer any benefit or rights upon persons or entities other than the parties hereto, except as set forth in the indemnification section herein.
22. Client's representative listed on the cover page of this document shall be the representative of the Client with the authority to bind the Client for purposes under this Agreement.
23. This Agreement and the rights and obligations of the parties shall be interpreted, governed by, construed and enforced in accordance with the laws of the State of New York, without giving effect to principles of conflicts of laws.
24. This Agreement is the entire agreement and expresses the entire understanding between the Parties as to the subject matter herein. All other agreements between the parties, either express or implied are superseded and replaced in their entirety by this Agreement.



INFORMED CONSENT OF OWNER

I HAVE READ AND UNDERSTOOD ALL THE TERMS CONTAINED IN THIS PROPOSAL, IN ANY ATTACHMENT HERETO, AND IN THE APPLICABLE GENERAL TERMS AND CONDITIONS. I HAD TIME AND OPPORTUNITY TO CONSULT WITH MY ATTORNEY BEFORE ENTERING INTO THIS AGREEMENT. I FREELY AND WILLINGLY AGREE TO ALL THE TERMS CONTAINED IN THIS PROPOSAL, ANY ATTACHMENT HERETO, AND THE APPLICABLE GENERAL TERMS AND CONDITIONS.

Owner: _____

By: _____
Name:
Title:

Consultant: SLS Consulting, LLC

By: _____
Zachary Nord, P.E.
Principal

SLS No. 1.7505





[LATEST] AtkinsRealis Proposal -
PortMiami Design Services - Berth 10 -
Concourse Extension - Provisioning
Building_V9aa (4)
FIF-POM-B11
10.0 | April 28, 2026 106

AtkinsRéalis



Carlos J. Arboleda, PE
AtkinsRéalis USA Inc.
800 NW 62nd Avenue
Suite 700
Miami, Florida, 33126

Carlos.arboleda@atkinsrealis.com

© AtkinsRéalis USA Inc. except where stated otherwise

EXHIBIT C

Mandatory Submittals and Submittal Schedule



EXHIBIT C PROPOSED FIF - ATKINSREALIS

FOR REVIEW BY PORT OF MIAMI

Berth 10 FIF Proposal

GA 07/08/2026

Rev 8

Item #		PAYMENT MILESTONE EVENT - SUBMITTAL		DESCRIPTION		MILESTONE VALUE		WEIGHT %		COMMENT/REFERENCE	
A. INITIAL START UP COSTS											
A1	General Conditions			General Conditions			USD	300,00.00	2.2%	General conditions for the work to be performed/ FIF to invoice PM the total amount divided into 12 months)	
A2	Insurance			Insurance Policies			USD	985,000.00	7.3%		
		SUB TOTAL					USD	1,285,000.00	9.5%		
B. SITE INVESTIGATIONS AND STUDIES							USD	110,291.14	0.8%	Perform initial Site Investigation visits to review existing conditions. Coordination with POM and SFCT	
B1	Site Review Investigation			Mobilize and Start Geotechnical Investigation, Field work, engineering, recommendations and Final Report			USD	224,773.34	1.7%	Mobilize, start site Geotechnical Surveys, complete final report and recommendations. Ref AtkinsRealis 5.1 - Site Reviews.	
B2	Geotechnical Investigations			Mobilize and Start Topo Survey, Marine and Landside, Complete Final Survey drawings			USD	127,937.72	1.0%	Mobilize, start site Topo Surveys, complete site topo drawings. Ref AtkinsRealis 5.2.1- Topographic and subconsultant WGI proposal	
B3	Topographical Survey			Mobilize and Start SUE Utility Survey, Marine and Landside, Complete Final SUE drawings and report			USD	70,586.33	0.5%	Mobilize, start site SUE Surveys, complete the SUE drawings. Ref AtkinsRealis 5.2.1- SUE and subconsultant WGI proposal	
B4	SUE Utility Survey			Support FIF on the RFP to select Coral relocation subcontractor and review of monitoring reports			USD	41,910.63	0.3%	Refer to AtkinsRealis Coral Resources Coordination - AtkinsRealis Section 5.2.3	
B5	Coral Resources Coordination			Complete Mooring Analysis			USD	71,689.24	0.5%	Refer to AtkinsRealis Section 5.2.4	
B6	Mooring Analysis			Complete Wake and Scour - Passing Ship Analysis			USD	86,027.09	0.6%	Refer to AtkinsRealis Section 5.2.5 and Subconsultant Proposal (Coast & Harbor Engineering)	
B7	Wake and Scour - Passing Ship Analysis			Complete the MOT Berth 10 traffic analysis			USD	49,631.01	0.4%	Perform study and investigations. To estimate issues related to accessing the Berth 10 Project thru the ISC Terminal and SFCT areas. to Refer to Section 5.2.6 (Firearmart & AtkinsRealis)	
B8	Maintenance of Traffic planning			Soils Characterization - Submit Initial Testing Plan to DERM and carry out discussions. Submit Final Soils Characterization Report			USD	220,030.82	1.6%	Interface with Consultants and monitor site activities for all Soils Characterization activities, attend DERM meetings and discussions as needed. Refer to AtkinsRealis Section 5.2.2, and Subconsultant proposal (Langan)	
B9	Soils Characterization - Submit Testing Plan to DERM and Final Report			Prepare drawings and documents for temporary stormwater Management plan and submit			USD	38,601.90	0.3%	Refer to AtkinsRealis Section 5.6.1 - Develop a Plan to be used during construction and submit	
B10	Temporary Stormwater Management plan			Complete all workshops and submit logs periodically			USD	132,349.37	1.0%	Refer to AtkinsRealis Sections 5.3.1 and 5.3.2. Billing will be submitted as per obtained progress.	
B11	Risk Management and Value Engineering			Perform Bathythetic survey to support GMP			USD	15,109.89	0.1%	Complete Hydrographic Surveys Ref AtkinsRealis Section 5.2.1- hydrographic Survey and Subconsultant proposal (Kugler & Eburn)	
B12	Hydrographic (bathymetry) Survey						USD	1,188,938.48	8.9%		
C. LEEDS							USD	33,087.34	0.2%	Section 4.2 and 5.4.6	
C1	Lead Certification Concourse Extension (Involved as needed)			Optional prior to obtain GOLD Lead Certification for Concourse Extension			USD			Section 4.2 and 5.4.6	
C2	Sustainability Efforts, Passenger Concourse Extension			Prica to provide Sustainability practices for Concourse Extension			USD	166,436.71	1.2%	Section 4.2 and 5.4.6	
C3	Lead Certification Provisioning Building			Prica to obtain SILVER Lead Certification for Provisioning Building			USD	27,572.78	0.2%	Section 4.3 and 5.5.6	
C4	Sustainability Efforts, Provisioning Building			Prica to provide Sustainability practices for Provisioning Building			USD	48,322.28	0.3%	Section 4.3 and 5.5.6	
		SUB TOTAL					USD	272,419.11	2.0%		
D. PERMITS							USD	82,718.35	0.6%	Section 5.6.1	
D1	RER Class II - Stormwater Discharge system permit			Preparation of drawings and submittals for the Class II Permit and submitted to RER is complete			USD			Section 5.6.1	
D2	RER Class I - Stormwater Discharge system permit			Coastal Construction Permit - only Miami Dade Building Dept approval (Class I Permit has been issued by DERM)			USD	66,174.68	0.5%	Section 5.6.1	
D3	Concourse Bldg, Miami Dade Building Permit			Prepare drawings and documents and submit Concourse Bldg. Permit drawings to MDCBD			USD	27,572.78	0.2%	Section 5.6.2	
D4	Provisions Bldg, Miami Dade Building Permit			Prepare drawings and documents and submit Provisions Bldg. Permit documents to MDCBD			USD	77,203.79	0.6%	Section 5.6.2	
D5	RER Class V Dewatering Permit			Submit all documentation for obtaining Dewatering Permit for construction			USD	18,749.49	0.1%	Section 5.6.1	
D6	Drainage Wells - FDEP			Permit to construct wells on site			USD	18,749.49	0.1%	Section 5.6.3	
D7	FDODH - Notice of Intent for Construction of Water Main			FDODH Water Main Permit			USD	18,749.49	0.1%	Section 5.6.3	
D8	Storm Water pollution Prevention Plan (SWPPP)			Stormwater Pollution Prevention Plan (SWPPP) complete and submitted to Authorities			USD	16,543.67	0.1%	Section 5.6.1	
D9	Fire Protection Permit -MDFD			Fire main and hydrants approval permit with the MD Fire Dept			USD	11,029.11	0.1%	Section 5.6.1	
D10	Marine Apron - Master Permit			Marine Apron Master			USD	9,926.20	0.1%	Section 5.6.2	
		SUB TOTAL					USD	347,417.09	2.6%		

USD 77,203.79

EXHIBIT C PROPOSED FIF - ATKINSREALIS
FOR REVIEW BY PORT OF MIAMI

Berth 10 FIF Proposal

GA 07/08/2026

Rev 8

PAYMENT MILESTONE EVENT - SUBMITTAL			
COST ESTIMATING / PROJECT SCHEDULES / GMP			
Item #	E.	DESCRIPTION	MILESTONE VALUE

Item #	E.	DESCRIPTION	MILESTONE VALUE	WEIGHT %	COMMENT/REFERENCE
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E1	Cost Estimates @ 30% Design	Develop Cost Estimates @ 30% Design for various elements of work	USD 39,704.81	0.3%	Preparation of cost estimates for the 30% Design. Develop drawings quantities from 30% status drawings. Develop Scopes of Work and Material Listings for cost estimating. Contracting Vendors and Subcontractors to obtain quotations, proposals and specific cost estimates. Review proposal and quotations with all Vendors. Ref Section 11 of Scope of Work
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E2	Cost Estimates @ 60% Design	Develop Cost Estimates @ 60% Design for various elements of work	USD 44,116.46	0.3%	Preparation of cost estimates for the 60% Design. Develop drawings quantities from 60% status drawings. Develop Scopes of Work and Material Listings for cost estimating. Contracting Vendors and Subcontractors to obtain quotations, proposals and specific cost estimates. Review proposal and quotations with all Vendors to assure accuracy. Ref Section 11 of Scope of Work
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E3	Cost Estimates @ 90% Design	Develop Cost Estimates @ 90% Design for various elements of work	USD 41,910.63	0.3%	Preparation of cost estimates for the 90% Design. Develop drawings quantities from 90% status drawings. Develop Scopes of Work and Material Listings for cost estimating. Contracting Vendors and Subcontractors to obtain quotations, proposals and specific cost estimates. Review proposal and quotations with all Vendors to assure accuracy. Ref Section 11 of Scope of Work
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E4	Project Schedule @ 30% Design	Project Schedule @ 30% Design	USD 11,029.11	0.1%	Develop Primavera P6 Project construction Schedule on Preliminary Status based on the 30% design including all relationships between activities for predecessors and successor activities. Obtain schedule input and historical production rates for the performance of the work as required and incorporate in the schedule. Develop realistic durations for activities that are completed on time. Incorporate weather and other delays as realistically expected. Ref Section 10 of Scope of Work
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E5	Project Schedule @ 60% Design	Project Schedule @ 60% Design	USD 11,029.11	0.1%	Develop Primavera P6 Project construction Schedule on Preliminary Status based on the 60% design including all relationships between activities for predecessors and successor activities. Obtain schedule input and historical production rates for the performance of the work as required and incorporate in the schedule. Develop realistic durations for activities that are completed on time. Incorporate weather and other delays as realistically expected. Ref Section 10 of Scope of Work
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E6	Project Schedule @ 90% Design	Project Schedule @ 90% Design	USD 11,029.11	0.1%	Develop Primavera P6 Project construction Schedule on Preliminary Status based on the 90% design including all relationships between activities for predecessors and successor activities. Obtain schedule input and historical production rates for the performance of the work as required and incorporate in the schedule. Develop realistic durations for activities that are completed on time. Incorporate weather and other delays as realistically expected. Ref Section 10 of Scope of Work
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E7	Prepare GMP Marine based on 100% Design	Prepare GMP Marine based on 100% Design	USD 8,823.29	0.1%	Compile and review and recheck the scopes of work, final Design quantities, cost estimates, quotations, proposals and all submittals provided by Vendors, Subcontractors and others and prepare GMP for Marine Works. This effort includes conducting final negotiations with Suppliers, Vendors and Subcontractors to establish optimal prices. It includes evaluating and incorporating Risks and contingencies that have been identified for the Project. Ref Section 7 of Scope of Work
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E8	Prepare GMP Landside based on 100% Design	Prepare GMP Landside based on 100% Design	USD 8,823.29	0.1%	Compile and review and recheck the scopes of work, final Design quantities, cost estimates, quotations, proposals and all submittals provided by Vendors, Subcontractors and others and prepare GMP for Landside Works. This effort includes conducting final negotiations with Suppliers, Vendors and Subcontractors to establish optimal prices. It includes evaluating and incorporating Risks and contingencies that have been identified for the Project. Ref Section 7 of Scope of Work
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F. DESIGN PHASE I - 30% COMPLETE MILESTONE			SUB TOTAL	USD 176,485.82	1.3%
F1	PROJECT SPECIFICATIONS - ALL ELEMENTS (MARINE, CONCOURSE AND PROVISIONING BLDG), 60% complete	Specifications for the Project. Marine, Concourse Extension and Provisioning Building and Site Development. - 30% complete	USD 143,378.48	1.1%	Sections 5.3.1, 5.3.2, 5.4 and 5.5 Preparation of specifications at 60% complete
F2	BASIS OF DESIGN - ALL ELEMENTS (MARINE, CONCOURSE AND PROVISIONING BLDG), 60% complete	Basis of Design for the Project - 30% Complete	USD 121,320.25	0.9%	Sections 5.3.1, 5.3.2, 5.4 and 5.5 Preparation of Basis of Design for 60% complete

F3	BULKHEAD DESIGN / TOE WALL / RETURN WALL / DRILLED SHAFTS / APRON - ALL ELEMENTS FOR MARINE SIDE DESIGN, INCLUDING APRON 30% DESIGN	Bulkhead corbel wall and capping beam design and toe wall / return wall design drawings and including PDB runways. Drilled shafts concrete foundations for high wind bollards. Water distribution and fire protection. Storm water drainage system in the apron. Site clearing, demolition and utility relocation	USD 430,135.44	3.2%	Sections 5.3.1, and 5.3.2. Perform design, calculations, drawings and all activities to complete this milestone at 30%.
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F4	CONCOURSE EXTENSION - ALL ELEMENTS FOR STRUCTURAL, MEP AND ARCHITECTURAL DESIGN. 30% DESIGN	Structural concrete structures and structural steel including roof deck, foundations, Concourse Architectural Design, Concourse MEP Design.	USD 761,008.86	5.7%	Sections 5.4. Perform design, calculations, drawings and all activities to complete this milestone at 30%
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F5	STRUCTURAL FOUNDATIONS, MEP, SITE DEVELOPMENT, SITE DEMOLITION AND UTILITY RELOCATION, AND HMP POLE RELOCATION. 30% DESIGN	Concept sketches for Provisions Bldg., structural foundations, MEP and site development concept	USD 485,281.01	3.6%	Section 5.5 - Perform design, calculations, drawings and all activities to complete this milestone at 30% / Confirm all the sections are well related.
SUB TOTAL			USD 1,941,124.05	14.5%	

EXHIBIT C PROPOSED FIF - ATKINSREALIS

FOR REVIEW BY PORT OF MIAMI

GA 07/08/2026
Rev 8

Berth 10 FIF Proposal

Item #	DESCRIPTION	DESIGN	PAID	WEIGHT %	MILESTONE VALUE	COMMENT/REFERENCE
G. PAYMENT MILESTONE EVENT - SUBMITTAL						
DESIGN PHASE II - 60% COMPLETE MILESTONE						
01	PROJECT SPECIFICATIONS - ALL ELEMENTS (MARINE, CONCOURSE AND PROVISIONING BLDG), 90 % complete	Specifications for the Project. Marine, Concourse Extension and Provisioning Building and Site Development. - 90% complete	USD	1.5%	204,038.61	Sections 5.3.1, 5.3.2, 5.4 and 5.5 Develop Specifications to 90%
02	BASIS OF DESIGN - ALL ELEMENTS (MARINE, CONCOURSE AND PROVISIONING BLDG), 90 % complete	Design Basis for the Project - 90% Complete	USD	1.8%	242,640.51	Sections 5.3.1, 5.3.2, 5.4 and 5.5 Develop Design Basis to 90%
03	BULKHEAD DESIGN (TOE WALL / RETURN WALL / DRILLED SHAFTS / APRON - ALL ELEMENTS FOR MARINE SIDE DESIGN, INCLUDING APRON 60% DESIGN	Bulkhead combi wall and capping beam design and toe wall / return wall design drawings including PDB runways. Drilled shafts concrete foundations for high wind bollards. Water distribution and fire protection. Storm water drainage system in the apron. Site clearing, demolition and utility relocation. Design of turbidity control system. Apron pavement design. 60% Design	USD	3.7%	501,824.68	Sections 5.3.1, and 5.3.2 Perform design, calculations, drawings and all activities to complete this milestone at 60%
04	CONCOURSE EXTENSION - ALL ELEMENTS FOR STRUCTURAL, MEP AND ARCHITECTURAL DESIGN. 80% DESIGN	Design foundation and structural components. Concourse Architectural Design. Concourse MEP & Fire Protection Design. Interior finishes. 80% Design	USD	6.7%	893,358.23	Sections 5.4 Perform design, calculations, drawings and all activities to complete this milestone at 60%
05	PROVISIONS BLDG. ALL ELEMENTS FOR SCHEMATIC DESIGN, STRUCTURAL, FOUNDATIONS, MEP, SITE DEVELOPMENT, SITE DEMOLITION AND UTILITY RELOCATION AND HMP POLE RELOCATION. 60% DESIGN	Provisions Bldg. foundations, steel structure, roof and siding, interior partitions, and interior finishes for Provisions Bldg., Site Roadways, site drainage, barrier walls, outdoor lighting and fence drawings, high mast light pole relocation design. LEED. 60% design	USD	4.4%	584,543.04	Sections 5.5 Perform design, calculations, drawings and all activities to complete this milestone at 60%
H. DESIGN PHASE III - 90% COMPLETE MILESTONE					SUB TOTAL	2,428,405.08
06	BULKHEAD DESIGN (TOE WALL / RETURN WALL / DRILLED SHAFTS/APRON - ALL ELEMENTS FOR MARINE SIDE DESIGN, INCLUDING APRON 90%	Bulkhead combi wall and capping beam design and toe wall / return wall design drawings including PDB runways. Drilled shafts concrete foundations for high wind bollards. Water distribution and fire protection. Storm water drainage system in the apron. Site clearing, demolition and utility relocation. Design of turbidity control system. Apron pavement design. 90% Design	USD	4.0%	534,912.03	Sections 5.3.1 and 5.3.2 Perform design, calculations, drawings and all activities to complete this milestone at 60%
07	CONCOURSE EXTENSION - ALL ELEMENTS FOR STRUCTURAL, MEP AND ARCHITECTURAL DESIGN. 90% DESIGN	Design foundation and structural components. Concourse Architectural Design. Concourse MEP & Fire Protection Design. Interior finishes. 90% Design	USD	6.4%	854,756.33	Sections 5.4 Perform design, calculations, drawings and all activities to complete this milestone at 90%
08	PROVISIONS BLDG. ALL ELEMENTS FOR DESIGN DEVELOPMENT, DESIGN, STRUCTURAL, FOUNDATIONS, MEP, SITE DEVELOPMENT, SITE DEMOLITION AND UTILITY RELOCATION AND HMP POLE RELOCATION. 90% DESIGN	Provisions Bldg. foundations, steel structure, roof and siding, interior partitions, and interior finishes for Provisions Bldg., Site Roadways, site drainage, barrier walls, outdoor lighting and fence drawings, high mast light pole relocation design. LEED. 90%	USD	2.6%	352,931.65	Sections 5.5 Perform design, calculations, drawings and all activities to complete this milestone at 90%
I. DESIGN PHASE IV - 100% COMPLETE MILESTONE					SUB TOTAL	1,742,600.00
09	BULKHEAD DESIGN (TOE WALL / RETURN WALL / DRILLED SHAFTS / APRON - ALL ELEMENTS FOR MARINE SIDE DESIGN. 100% DESIGN	Bulkhead combi wall and capping beam design and toe wall / return wall design drawings including PDB runways. Drilled shafts concrete foundations for high wind bollards. Water distribution and fire protection. Storm water drainage system in the apron. Site clearing, demolition and utility relocation. Design of turbidity control system. Apron pavement design. 100% Design	USD	1.5%	198,524.05	Sections 5.3.1, and 5.3.2 Perform design, calculations, drawings and all activities to complete this milestone at 100% / Confirm all the sections are well related
10	CONCOURSE EXTENSION - ALL ELEMENTS FOR STRUCTURAL, MEP AND ARCHITECTURAL DESIGN. 100% DESIGN	Design foundation and structural components. Concourse Architectural Design. Concourse MEP & Fire Protection Design. 100% Design	USD	2.4%	319,844.30	Sections 5.4 Perform design, calculations, drawings and all activities to complete this milestone at 100%
11	PROVISIONS BLDG. ALL ELEMENTS FOR SCHEMATIC DESIGN, STRUCTURAL, FOUNDATIONS, MEP, SITE DEVELOPMENT, SITE DEMOLITION AND UTILITY RELOCATION AND HMP POLE RELOCATION. 100% DESIGN	Provisions Bldg. foundations, steel structure, roof and siding, interior partitions, and interior finishes for Provisions Bldg., Site Roadways, site drainage, barrier walls, outdoor lighting and fence drawings, high mast light pole relocation design. LEED. 100% Design	USD	0.7%	99,262.03	Sections 5.5 Perform design, calculations, drawings and all activities to complete this milestone at 100%
SUB TOTAL					SUB TOTAL	617,630.38

GA 07/09/2026		Rev 8	
PAYMENT MILESTONE EVENT - SUBMITTAL			
Item #	DESCRIPTION	MILESTONE VALUE	WEIGHT %
J1	PERMIT FOLLOW UP and close out (see Note 3)	USD	0.0%
J1	PERMIT FOLLOW UP and close out (see Note 3)	USD	0.0%
SUB TOTAL		USD	0.0%
K. INDIRECT COST & PROFIT			
K1	PROJECT MANAGEMENT	USD	19.6%
K2	INDIRECT COST	USD	5.8%
SUB TOTAL		USD	25.5%
GRAND TOTAL		USD	100.0%

NOTES: 1. Payment Milestone events may be paid partial as per value of work performed
2. LEEDs Certification Budget above per item paid only if utilized
3. All costs of Milestone J. to be paid no later than 11 months after NTP

EXHIBIT D

Preliminary Project Schedule

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INFRASTRUCTURE
E.L.O.B.I.A.

Page 2 of 4					
	Actual Level of Effort	Remaining Work	Critical Remaining Work	Milestones	
	Actual Work				
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FINCANTIERI
FLORIDA
STRUCTURE

EXHIBIT D / DESIGN PHASE SCHEDULE
PORT OF MIAMI - BERTH 10

AtkinsRealis

Activity ID	Activity Name	Schedule % Complete	Original Duration	Start	Finish	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
ENH10-QP2-1290	Incorporate LDR and Constructability Review Comments - Design Phase 2 (80%) - Provisioning Building	0%	5	01-Dec-26	07-Dec-26								
ENH10-QP2-1300	Consultant QA - Design Phase 2 (80%) - Provisioning Building	0%	2	04-Dec-26	09-Dec-26								
ENH10-QP2-1290	Doc Control & Submit to Contractor for Port of Miami Review - Design Phase 2 (80%) - Provisioning Building	0%	2	10-Dec-26	11-Dec-26								
ENH10-QP2-1300	Contractor Issue to Port of Miami for Review - Design Phase 2 (80%) - Provisioning Building	0%	2	14-Dec-26	15-Dec-26								
ENH10-QP2-1310	Port of Miami Review - Design Phase 2 (80%) - Provisioning Building	0%	10	16-Dec-26	31-Dec-26								
ENH10-QP2-1310	Port of Miami Comment Responses and Resolution - Design Phase 2 (80%) - Provisioning Building	0%	10	04-Jan-27	15-Jan-27								
ENH10-QP2-1320	Incorporate Port of Miami Comments - Design Phase 2 (80%) - Provisioning Building	0%	10	19-Jan-27	01-Feb-27								
ENH10-QP2-1320	Design Development - Provisioning Building - Design Phase 3 (90%)	0%	10	03-Feb-27	14-Mar-27								
ENH10-QP2-1290	Interdisciplinary Check - Design Phase 3 (90%) - Provisioning Building	0%	5	08-Dec-26	08-Mar-27								
ENH10-QP2-1360	Constructability Review by Contractor - Design Phase 3 (90%) - Provisioning Building	0%	5	09-Mar-27	15-Mar-27								
ENH10-QP2-1360	Consultant QA - Design Phase 3 (90%) - Provisioning Building	0%	2	23-Mar-27	24-Mar-27								
ENH10-QP2-1290	Doc Control & Submit to Contractor for Port of Miami Review - Design Phase 3 (90%) - Provisioning Building	0%	2	25-Mar-27	30-Mar-27								
ENH10-QP2-1300	Contractor Issue to Port of Miami for Review - Design Phase 3 (90%) - Provisioning Building	0%	10	31-Mar-27	13-Apr-27								
ENH10-QP2-1310	Port of Miami Review - Design Phase 3 (90%) - Provisioning Building	0%	10	14-Apr-27	27-Apr-27								
ENH10-QP2-1320	Incorporate Port of Miami Comments - Design Phase 3 (90%) - Provisioning Building	0%	10	28-Apr-27	11-May-27								
ENH10-QP4-1300	Design Development - Provisioning Building - Design Phase 4 - Final	0%	50	23-Mar-27	23-Jun-27								
ENH10-QP4-1300	Interdisciplinary Check - Design Phase 4 - Final - Provisioning Building	0%	5	02-Jun-27	08-Jun-27								
ENH10-QP4-1480	Constructability Review by Contractor - Design Phase 4 - Final - Provisioning Building	0%	5	09-Jun-27	15-Jun-27								
ENH10-QP4-1410	Consultant QA - Design Phase 4 - Final - Provisioning Building	0%	2	16-Jun-27	17-Jun-27								
ENH10-QP4-1360	Doc Control & Submit to Contractor for Port of Miami - Design Phase 4 - Final - Provisioning Building	0%	2	21-Jun-27	22-Jun-27								
ENH10-QP4-1370	Contractor Issue to Port of Miami - Design Phase 4 - Final - Provisioning Building	0%	2	23-Jun-27	24-Jun-27								
ENH10-QP4-1450	Design Phase 4 - Final Issued - Provisioning Building	0%	0										

Design Phase 2 (80%) - Provisioning Building

Design Phase 3 (90%) - Provisioning Building

Design Phase 4 - Final - Provisioning Building

11-May-27

24-Jun-27

24-Jun-27

Design Development - Provisioning Building - Design Phase 3 (90%)

Interdisciplinary Check - Design Phase 3 (90%) - Provisioning Building

Constructability Review by Contractor - Design Phase 3 (90%) - Provisioning Building

Consultant QA - Design Phase 3 (90%) - Provisioning Building

Doc Control & Submit to Contractor for Port of Miami Review - Design Phase 3 (90%) - Provisioning Building

Contractor Issue to Port of Miami for Review - Design Phase 3 (90%) - Provisioning Building

Port of Miami Review - Design Phase 3 (90%) - Provisioning Building

Port of Miami Comment Responses and Resolution - Design Phase 3 (90%) - Provisioning Building

Incorporate Port of Miami Comments - Design Phase 3 (90%) - Provisioning Building

Design Development - Provisioning Building - Design Phase 4 - Final

Interdisciplinary Check - Design Phase 4 - Final - Provisioning Building

Constructability Review by Contractor - Design Phase 4 - Final - Provisioning Building

Consultant QA - Design Phase 4 - Final - Provisioning Building

Doc Control & Submit to Contractor for Port of Miami - Design Phase 4 - Final - Provisioning Building

Contractor Issue to Port of Miami - Design Phase 4 - Final - Provisioning Building

Design Phase 4 - Final Issued - Provisioning Building

Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone summary

Page 4 of 4

Date
08-May-26
Row A
Revision
Created
Approved

EXHIBIT E
Key Personnel

A handwritten mark, possibly a signature or initials, consisting of a loop and a horizontal line.



Years of Experience
13 Years

Education
B.S. in Construction
Management, Florida
International University

Areas of Expertise
Seaport
Aviation
Transportation
Educational
Municipal
Commercial
Residential

**Licensing/Training/
Certifications**
OSHA 30
CPR/First Aid Certified
General Contractor License
– Florida (In Progress)
LEED AP – BD&C (In
Progress)

Employment History
TORX,
Project Manager
Sr Project Manager
2020 to Present

MCM,
Assist. Project Manager
2015 to 2020

**Retirement Realty
Management,**
2014-2015

Tong Group,
2011

EDUARDO R. MARTINEZ

Sr Project Manager



Eduardo is a Sr Project Manager with 13 years of experience in the construction industry. His areas of expertise include projects in the Seaport sector with experience in Aviation and Municipal sectors. He has experience in LEED Management and sustainable construction which have received various levels of certification. Eduardo has extensive experience with managing Design-Builds, Progressive Design-Builds, and multi-tiered phasing for complex projects, and the demands of throughout Design and Construction. Capable of providing Constructability Reviews throughout the project's life cycle, and formulating responses to project issues/concerns for amicable resolutions. Eduardo utilizes robust organizational and communication skills to partner with the different parts of the project team to lead the project to a successful completion.

RELEVANT PROJECT EXPERIENCE

DESIGN-BUILD SERVICES FOR THE CRUISE TERMINAL F EXPANSION AND BERTHING RE-ALIGNMENT PROJECT, Port of Miami, Miami, FL

Cost: \$120,751,935

Completion Date: 09/2022

Role: Port of Miami Consultant to Lemartec Corporation

Scope of Work: Design-Build Services for the renovation and expansion of the existing multi-level Cruise Terminal F Building, modifications to the existing Cruise Terminal G CBP area and upgrading the terminal's fire rating/protection, along with improvements to concourses at Cruise Terminals D and E. The entire scope of work takes place within operationally active and secured areas. Design-Build Services are intended to result in a complete, functional, and operational State-of-the-Art Cruise Terminal and ancillary facilities.



A handwritten signature, likely of Eduardo R. Martinez, consisting of a stylized 'V' or 'E' shape followed by a long horizontal stroke.

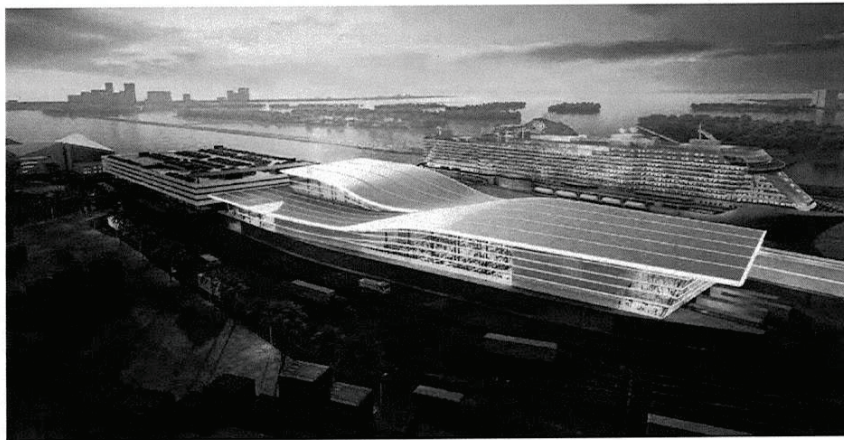
EDUARDO R. MARTINEZ
Sr Project Manager

MSC MIAMI CRUISE TERMINAL, Port Miami, Miami, FL

Role: Owner's Representative / Project Management Services

Scope of Work: As Owner's Representative for the MSC Miami Cruise Terminal from June 2019 through April 2020, Torx Builders was involved in Pre-Construction Services including but not limited to Coordination with Designers (Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection, Civil, Marine), Coordination and Procurement of Permits through Miami Dade County Building Department, Coordination with Agencies having Jurisdiction (FPL, Water & Sewer, DERM, etc), Coordination with County Agencies (PortMiami, Coast Guard, Police Department, Small Business, Art In Public Places), Estimating, Scheduling, Development of Design Criteria Documents, and Development of Request for Qualifications and Pricing for Pre-Construction Services and for Design-Build Services.

As Project Manager for MSC on the MSC Miami Cruise Terminal since August 2021, Torx Builders is managing/overseeing the Design-Builder's design, permitting, construction, testing, and commissioning activities. During construction, Torx Builders is providing daily monitoring and reporting to ensure compliance with the contract documents and county requirements. Torx Builders also serves as liaison with Port Miami, Miami-Dade County and Agencies Having Jurisdiction. Torx Builders is working alongside Gardiner & Theobald, MSC's Contract Manager responsible for Project Controls, to ensure successful delivery of this flagship terminal at Port Miami.



EDUARDO R. MARTINEZ
Sr Project Manager

TERMINAL 4 EASTERN EXPANSION AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT, Ft. Lauderdale, FL
Cost: \$125,900,000 **Completion Date:** 10/2020

Role: Assistant Project Manager

Scope of Work: As part of the overall expansion of Terminal 4 at Fort Lauderdale-Hollywood International Airport, completed the eastern expansion of the new Concourse G. The general scope of the project included the expansion of the new concourse adding eight (8) gates, demolition of the existing Concourse H, reconfiguration of the Security Screening Check Point (SSCP), construction of the Broward County Aviation Department (BCAD) offices, construction of the building shell space intended for the Federal Inspection Service (FIS) between the existing concourse and the proposed Concourse G, and associated apron work. Completion of this multi-phased expansion required close coordination with project stakeholders and contractors working on adjacent projects for the new hydrant-fueling system and apron improvements, in order to ensure minimal impacts to airport operations and the traveling public throughout construction.



DESIGN-BUILD SERVICES FOR PORTMIAMI TERMINAL F EXPANSION & UPGRADES, Miami, FL

Cost: \$37,591,204 **Completion Date:** 12/2017

Role: Project Engineer

Scope of Work: The PortMiami Cruise Terminal F project included demolition work and improvements such as renovating the existing terminal/passenger waiting areas, renovating the baggage storage and handling areas, change of use of the existing facility, demolishing part of the provisioning building to make space for the construction of a new 39,000-square-foot embarkation building (passenger screening and ticketing), demolishing the existing passenger bridge and construction of the new 250-linear-foot passenger bridge. These upgrades and expansion provided improved passenger flow through the terminal building and provided improvements needed to meet the industry demand for larger vessels and make the facility compliant with cruise and security needs. This project achieved a perfect 4.0 performance evaluation from Miami-Dade County.



RAVENSWOOD BUS MAINTENANCE FACILITY, Dania Beach, FL

Cost: \$32,578,241 **Completion Date:** 10/2016

Role: Project Engineer

Scope of Work: The scope of this project included the phased demolition of the existing, occupied Broward County Ravenswood Bus Maintenance Facility and the construction of a 167,468-SF multi-story, multi-use double-tee parking structure and 47,320-SF bus maintenance facility. The 249-space parking structure was designed to minimize its carbon footprint to satisfy the requirements for LEED Gold certification. Additionally, the parking structure provided services to support the operation of the entire bus maintenance facility and included office spaces, an automatic bus wash, fuel stations, tire repair station, mechanics shop, conference and training rooms, lounge and miscellaneous staff offices and wellness rooms.



CURRICULUM VITAE



PERSONAL INFORMATION

First name(s) / Surname(s)	ALBERTO MINO		
Country of Origin Address	Via Vezio Crisafulli, 42 – 00166 Roma - Italy		
Actual Country and Address	Qatar – The Pearl, Doha		
Gender	Male	Marital status	Married / 1 daughter
Contact numbers	+974 5506 4798 – +39 335 5216490		
E-mail	<u>albertominoeng@gmail.com</u>		
Nationality	Italian		
Date of birth	27/02/1970		
Education	Master of Science Degree in Civil Engineering – Professional Engineer (P.E) London Business School - ADP		
Actual Position	Managing Director – General Manager – Dirigente		

WORKS EXPERIENCE

Date	February 2021 – to date
Name and Address of Employee	FINCANTIERI S.P.A. – FINCANTIERI Services Doha – Naval Vessels Business Unit
Type of business or sector	Shipbuilding, Maritime Construction Works
Occupation or position held	Managing Director – General Manager
Location/Project name / Main Activities / Client / Amount	Middle East (QA) General Manager / Managing Director of the Fincantieri Subsidiary Company in Qatar which contributes in strengthening and developing its presence in the area, developing all services associated to the naval engineering and the defense sectors.
Date	September 2020 – February 2021
Name and Address of Employee	<u>SOCIETA' ITALIANA DRAGAGGI S.P.A.</u> Member of DEME GROUP (Dredging Environmental & Marine Engineering)
Type of business or sector	Maritime Construction and Dredging Works
Occupation or position held	Project Director
Location/Project name / Main Activities / Client / Amount	Ravenna – (IT) EPCI for design preparation and execution of the works for the Port Hub of Ravenna. Main activities: Dredging, reclamation, reinstatement and construction of quay walls. Client: Ravenna Port Authority. Contract Amount: EUR 198 Million
Date	July 2017 – September 2020
Name and Address of Employee	<u>DEME GROUP</u> (Dredging Environmental & Marine Engineering)
Type of business or sector	Maritime Construction and Dredging Works
Occupation or position held	Area Manager
Location/Project name / Main Activities / Client / Amount	Middle East Gulf Regional Representative in the Gulf States and responsible to follow the whole project life cycle from concept design, design preparation, tender phase, negotiation, execution, testing and delivery – Stakeholders' Management and Head of business development and Projects.
Date	March 2016 – September 2020

Name and Address of Employee	Middle East Dredging Company QSC (MEDCO) Member of DEME GROUP (Dredging Environmental & Marine Engineering)
Type of business or sector	Maritime Construction and Dredging Works
Occupation or position held	General Manager
Location/Project name / Main Activities / Client / Amount	Doha (QA) General Manager and Regional Representative in the Gulf States and responsible to follow the whole project life cycle from concept design, design preparation, tender phase, negotiation, execution, testing and delivery. Stakeholders' Management
Date	January 2016 – March 2016
Name and Address of Employee	GEOSEA NV Member of DEME GROUP (Dredging Environmental & Marine Engineering)
Type of business or sector	Renewable Energy and Civil Engineering
Occupation or position held	Design Manager
Location/Project name / Main Activities / Client / Amount	Zwijndrecht (Belgium) Foundations EPCI Off-shore Wind Farms - Courseulles-sur-Mer & St-Nazaire (France) Client: EDF Energies Nouvelles
Date	May 2012 – December 2015
Name and Address of Employee	DREDGING INTERNATIONAL NV Member of DEME GROUP (Dredging Environmental & Marine Engineering)
Type of business or sector	Maritime Construction and Dredging Works
Occupation or position held	Deputy Project Director – Project Control Manager and Design and Engineer Manager
Location/Project name / Main Activities / Client / Amount	Doha (QA) New Port Project: Dredging, Reclamation and Breakwater construction. Main activities: dredging of a 20 km channel (44 M m³), reclamation to construct the new Naval Base (4.7 M m²), revetment works and breakwater construction (3.7M m³ rock). Client: NPP – New Port Project SC. Contract Amount: 4.492 Billion QAR (about 1 Billion EUR)
Date	2010 – May 2012
Name and Address of Employee	SOCIETA' ITALIANA DRAGAGGI S.P.A. Member of DEME GROUP (Dredging Environmental & Marine Engineering)
Type of business or sector	Maritime Construction and Dredging Works
Occupation or position held	Head of Tender, Engineering Design and Cost estimating Engineering, Design and Project Coordinating.
Project name / Main Activities / Client / Amount	Tender Study Main Tender: Preparation of multiple disciplines tender for Marine and dredging projects, Oil & Gas and Environmental Projects including coastal engineering, geotechnical and structural works.
Date	2003 – 2011
Name and Address of Employee	SOCIETA' ITALIANA DRAGAGGI S.P.A. Member of DEME GROUP (Dredging Environmental & Marine Engineering)
Type of business or sector	Maritime Construction and Dredging Works
Occupation or position held	Project Manager
Location/Project name / Main Activities / Client / Amount	Italy Project Manager with experience delivering multiple maritime infrastructure projects across Italy, ensuring timely execution, quality, and client satisfaction.
Date	2000- 2003
Name and Address of Employee	SOCIETA' ITALIANA DRAGAGGI S.P.A. Member of DEME GROUP (Dredging Environmental & Marine Engineering)
Type of business or sector	Maritime Construction and Dredging Works
Occupation or position held	Project Engineer



Location/Project name / Main Activities / Client / Amount	Castiglione - LI - (IT) Project Engineer for several projects in Italy. Amount: 18,8 milioni di €
Date	March 2000
Name and Address of Employer	TEMA ENGINEERING & CONSULTING Sas - Rome (Italy)
Type of business or sector	Maritime Construction and Dredging Works
Occupation or position held	Project Engineer
Location/Project name / Main Activities / Client / Amount	Ischia (NA) Design for the requalification and nourishment of the Maronti beach in Ischia. Works Amount: 8,0 million of €.

EDUCATION

Date	May 2000
Name and type of organization providing education or training	Università degli Studi di Roma
Principal subjects	Construction Science, Construction Technique Hydraulic Construction Maritime Construction
Title of qualification awarded	Professional Engineer (P.E) Registered Engineer at the Italian Order Engineers No. 24594 (Section A)
Level in National classification	Able (www.ordine.roma.it)
Date	December 1999
Name and type of organization providing education or training	Università degli Studi di Roma
Principal subjects	Construction Science, Construction Technique Hydraulic Construction Maritime Construction
Title of qualification awarded	Master of Science of Civil Engineering - Structure - Thesis Theme: Costs Analysis of the sand borrow areas for beach nourishment.
Final Grade	103/110

LANGUAGE, PERSONAL SKILL AND COMPETENCE

MOTHER TONGUE

ITALIAN

OTHER LANGUAGES

ENGLISH

SPANISH

Reading skills
Writing skills
Verbal skills

Fluent
Fluent
Fluent

Basic
Basic
Basic

SKILLS AND COMPETENCE

Leadership e teamwork (and capacity to boost the performance of the teammates)

Client Relationship Management and Stakeholder Engagement

Project Management Methodologies. Technical insight and optimization (strong technical background). Project objectives

Commercial strategy and Negotiation

Contract management.

Budgeting and Cost Control

Working in **difficult conditions**

Integrity and Accountability

Adaptability and flexibility to complex challenges.

Resilience and Composure

Eng. ALBERTO MINO



90 EAST HALSEY ROAD
SUITE 382
PARSIPPANY, NJ 07054
973-970-0068

Sid Benteftifa

Sr. Project Manager

CONTACT DETAILS:

sbenteftifa@azimutheg.com
201.923.4299

PARSIPPANY, NJ

AREAS OF EXPERTISE:

Mr. Benteftifa is a Senior Project Manager with over 10 years experience leading an engineering project team. He is responsible for product development and business management, along with designing site plans, structural details, zoning and regulatory drawings for various classification societies, municipalities, clients, and authorities, including ABS/DNV/BV the New York City Fire Department and the Landmark Preservation Commission, Miami-Dade County and Miami Dade Fire Rescue; completing fire suppression hydraulic calculations along with mount, building, tower, and foundation structural analysis; providing presentations; and coordinating construction of various MEP-FP systems.

QUALIFICATIONS:

Bachelor of Science, Industrial Engineering, Northwestern University, Evanston, IL
Bachelor of Science, Manufacturing and Design Engineering, Northwestern University,
BOSIET Training Certified
HUET Training Certified
Safeland/Safegulf Training Certified
OSHA, 10-Hour Construction Program
TWIC Card Holder

PROFESSIONAL MEMBERSHIP:

Member – National Fire Protection Association (NFPA)
Member – New York State Wireless Association
Member – New Jersey Wireless Association
Member – Texas Wireless Association
Member – American Society of Civil Engineers (ASCE)

EXPERIENCE:

Stata Mater / HeliDIFFs – Hasbrouck Heights, NJ

Chief Operating Officer

Head product development engineer for the helideck deck integrated fire fighting systems, including fire suppression sprinkler nozzles, foam-water induction skid, foam proportioner, and associated firefighting equipment. Managerial duties include marketing and developing business with new clients domestically and internationally, and cultivating international sales and distribution network.

Azimuth Engineering Group – Parsippany, NJ

Project Manager

Project Manager responsible for leading multi-disciplinary teams on multiple Telecommunications, Solar, Microgrid, EV Charging, and MEP & Fire Suppression design, construction management, and inspection projects. Duties include designing, overseeing, & reviewing all civil, structural, environmental, mechanical, and electrical deliverables prepared by the team's multiple members. Managerial duties include

overseeing project financial health, streamlining current processes, and developing new services for our clients.

Sid Benteftifa

Project Manager

Helidex Offshore – Hasbrouck Heights, NJ

Project Engineer/Manager

Project Engineer/Manager responsible for leading multi-disciplinary teams executing full turnkey EPC projects delivering helicopter landing decks with integrated fire-fighting, electrical, and heat tracing systems to global customers. Duties included working with commercial team for preparation of project proposals and bid documentation. Designing the helicopter landing deck structure, overseeing production of Construction Drawings, design and integration of firefighting systems, design and integration of lighting and heat tracing systems, supervising fabrication/inspection activities, and on-site construction supervision at customer shipyards globally.

NOTABLE PROJECTS:

MSC Miami Cruise Terminal – Miami, Florida

- Managed landside Permitting and Temporary Certificate of Occupancy (TCO) Process for MSC Miami Cruise Terminal and Associated Parking Garage
- Managed coordination with Miami Dade Fire Rescue for landside inspections related to Fire Sprinkler, Fire Alarm, and Life Safety
- Resolved construction conflicts in field for MEP related trades to ensure minimal disruption of works
- Coordinated Construction Operations for MEP-FP Systems under direction of lead construction manager to resolve constraints and ensure successful inspection
- Oversee Project Closeout phase including permit closeout, closeout documentation and facilitating owner training of various MEP related systems
- Facilitated communications between Owner and various subcontractors to ensure compliance with design and Owner criteria to minimize potential re-work

Helipad Deck Integrated Fire Fighting (DIFF) Systems Design and Sales – Bahrain, China, and UAE

- Serves as head product development engineer for the helipad fire suppression equipment, as well as integration design of the DIFF system, lighting, lighting system controls, and the helicopter landing pad.
- These helipad and DIFF system projects are designed for helicopter transport to offshore oil rigs, vessels, and wind turbines.

DEME Orion Helicopter Deck – Jiangsu, China

- Served as project manager responsible for overall design of an aluminum helicopter deck including aluminum pancake, aluminum support trusses, fixed foam fire fighting system, lighting system, status light system & electric heat tracing system.
- Coordinated with Naval Architect for Design of Supporting Steel Structure and FEA of connection of steel structure to vessel
- Prepared structural & fire-suppression design documentation and oversaw others preparing electrical design documentation.
- Created Inspection and testing plan and conducted inspections per company standard, customer requirement, and classification society rules.



- Supervised packing of all materials and equipment for export packaging to China for delivery to customer facility.
- Provided on-site construction supervision for helideck structural assembly and installation on vessel with installation and commissioning of firefighting system, lighting system, and heat tracing system.

Industrial/Multi-Family Residential MEP/Fire Suppression Design – Various US States

- Serves as Project Manager responsible for the MEP systems design including self-performing fire suppression system design of multiple industrial warehouses and (5) medium sized multi-family developments.
- Created fire suppression system hydraulic calculations, selected fire sprinkler equipment, determined fire pump requirements and prepared sketches for preparation of construction drawings by drafting team and submittal to AHJ
- Manage the development of zoning/permit drawings in conjunction with local zoning requirements.
- Coordination of in-house and sub-vendor resources for MEP design/engineering, site survey services, hydrant flow test, and planning/photo simulation services

Telecommunications and Wireless Tower Designs – Various US States

- Serves as Project Manager responsible for the site design and structural analysis of over 350 sites across the continental United States.
- Train staff on the use of tower analysis software to design, analyze, and reinforce structures including guyed towers, lattice towers, monopoles, water tanks, buildings, and foundations.
- Develop staff to complete field survey management services and quality control of design documents.
- Manage the development of zoning/permit drawings in conjunction with local zoning requirements.
- Coordination of in-house and sub-vendor resources for tower inspection and structural assessment, MEP design/engineering, site survey services, environmental services, geotechnical services, and planning/photo simulation services

Sid Benteftifa

Project Manager



JAIME RODRIGO BUSTOS PEÑALOZA

C I V I L C O N S T R U C T I O N E N G I N E E R

Phone: +56 9 8596 6787 Email: bustospjr@gmail.com Nationality: Chilean RUT: 13.858.452-6

1. EXECUTIVE PROFILE

Civil Construction Engineer with over 18 years of progressive international experience in the planning, scheduling, control, and design coordination of large-scale, high-complexity construction projects, with specialized focus on healthcare infrastructure and port and passenger terminal facilities. Proven track record across projects executed in Chile, the United States, and Sint Maarten (Dutch Caribbean), under multiple contractual frameworks including FIDIC (Gold Book), EPC, and Chilean Public Works regulations (DS MOP 75).

Recognized for combining technical rigor in CPM scheduling, design coordination, and progress control with a structured legal-contractual approach, supported by formal post-graduate training in Construction Law. Experienced in managing project controls departments, coordinating multidisciplinary design and construction interfaces, supporting executive reporting, and preparing contractual claims and time-impact analyses.

Currently serving as Design, Procurement and Planning Coordinator for the Sint Maarten General Hospital Project under a FIDIC Gold Book Design-Build-Finance-Maintain contract, supporting design management and planning workstreams for the project delivery team.

2. CORE COMPETENCIES

- Project Controls & Planning Management
- Critical Path Method (CPM) Scheduling
- Time Impact Analysis & Schedule Forecasting
- Contractual Claims Preparation & Substantiation
- EPC and Public Works Contract Management
- Healthcare Infrastructure Project Delivery
- Procurement Planning Support
- Bilingual Project Documentation (ES / EN / IT)
- Design Coordination & Multidisciplinary Interfaces
- Last Planner® System Implementation
- Progress and Productivity Control
- FIDIC Contract Administration (Gold Book)
- Construction Law (post-graduate diploma)
- Subcontractor Coordination
- Executive Reporting to Senior Management
- Multi-Jurisdictional Project Experience

3. PROFESSIONAL EXPERIENCE

Design and Planning Coordinator

FINSO – Fincantieri Infrastrutture Sociali S.p.A. | *Sint Maarten, Dutch Caribbean (initially based in Chile)* | January 2026 – Present

Member of the Fincantieri Polo Infrastrutture Group. Sint Maarten General Hospital Project — Design, Procurement, Construction and Maintenance contract under a FIDIC Gold Book contractual framework.

- Coordinate design workstreams across architectural, structural, MEP, and medical-equipment disciplines, ensuring alignment with employer's requirements and contractual deliverables.
- Support the development and maintenance of the integrated project schedule covering design, procurement, construction, and maintenance phases.

- Monitor design submission milestones and track constraints affecting the critical path.
- Prepare reporting outputs for project senior management on design progress, planning status, and risk indicators.
- Support the contractual interface between the design team and the employer's representative.

Planning Manager

Fincantieri Infrastructure Florida, LLC | Miami, United States of America | 2023 – 2025

MSC Miami Cruise Terminal (MMCT), Dodge Island, Port of Miami, at the time of opening, the world largest cruise terminal of its type, with capacity to process up to 36,000 passengers per day. Project scope included end-to-end biometric passenger embarkation, LEED Gold sustainability certification, shore-power connection systems, integrated baggage handling system, dedicated US Customs and Border Protection (CBP) area, a 2,400-space parking facility, and a 10,000+ sq.ft Smart Glass Projection® digital art façade.

- Developed and maintained the master integrated schedule for design, procurement, and construction phases.
- Conducted Critical Path analysis and progress control across multiple work packages.
- Produced executive progress reports for senior management.
- Coordinated planning interfaces with subcontractors and design consultants.
- Supported schedule risk analysis and contingency planning.

Head of Planning and Project Controls — Healthcare Works

Fincantieri Infraestructuras Sociales S.p.A. – Chile Branch | Chillán, Chile | 2019 – 2023

New Regional Hospital of Ñuble — high-complexity healthcare facility delivered under Chilean public works contractual framework (Design, Procurement and Construction).

- Headed the Planning and Project Controls Department covering planning, scheduling, progress control, and reporting.
- Managed CPM schedules and integrated design, procurement, and construction phases.
- Established productivity and resource control protocols for site execution.
- Produced executive-level physical and financial progress reports.
- Prepared time-impact analyses and supported the substantiation of contractual claims.
- Coordinated reporting interfaces with project director and corporate management.

Head of Planning and Control

Astaldi Sucursal Chile SpA | Linares, Chile | 2018

New Linares Hospital — design and construction execution phases, integrating Last Planner® methodology with CPM scheduling tools (MS Project 2010 and Primavera P6).

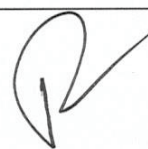
- Implemented Last Planner® System during the design phase to manage commitments and constraints.
- Developed and maintained the construction execution schedule.
- Coordinated progress control, productivity tracking, and short-term planning routines.

Head of Planning and Project Controls Engineer

Obrascón Huarte Laín S.A. (OHL) – Chile Branch | Curicó, Chile | 2016 – 2018

Provincial Hospital of Curicó — construction phase.

- Planning, scheduling, and progress control using MS Project, with focus on productivity, schedule, and resource deviation control.



- Preparation of quarterly financial planning and intermediate weekly production schedules to identify and manage progress constraints, ensuring continuity of production and compliance with contractual milestones.
- Preparation and presentation of physical and financial progress reports.
- Preparation of executive reports for project senior management.
- Analysis and preparation of contractual schedule impacts to support and submit claims to the employer.

Head of Planning and Project Controls Engineer

Obrascón Huarte Laín S.A. (OHL) – Chile Branch | *Viña del Mar, Chile* | 2015 – 2016

Dr. Gustavo Fricke Hospital — construction phase.

- Planning, scheduling, and progress control using MS Project, with focus on productivity, schedule, and resource deviation control.
- Preparation of quarterly financial planning and intermediate weekly production schedules to identify and manage progress constraints.
- Preparation and presentation of physical and financial progress reports.
- Preparation of executive reports for project senior management.
- Analysis and preparation of contractual schedule impacts to support and submit claims to the employer.

Project Planner

Consorcio Constructor Hospital de Talca | *Talca, Chile* | 2013 – 2014

Dr. César Garavagno Burotto Hospital.

- Planning, scheduling, and progress control using MS Project, with focus on productivity, schedule, and resource deviation control.
- Preparation of quarterly financial planning and intermediate weekly production schedules to identify and manage progress constraints.
- From March to December 2012, served as site engineer in charge of finishing works in multiple areas of the building.

Tendering and Contract Administration Professional

Soluciones Sanitarias Ecológicas SOLSAN Ltda. | *Chile* | 2013 – 2018

- Preparation and submission of bid proposals.
- Project Manager for the execution of industrial wastewater (RIL) and sewage treatment plants, applying the Tohá® Biological Water Purification Method developed by the Faculty of Physical and Mathematical Sciences of the Universidad de Chile.

Lecturer — Construction Programme

National Technological University (UTEM) – Talca Campus | *Talca, Chile* | 2011 – 2013

- Lecturer in Mechanics of Materials, Structural Calculation of Building Structures, and Construction Machinery courses within the Civil Construction degree programme.

Technical Inspector of Works

Ministry of Education, Government of Chile — School Infrastructure Directorate (DIE) | *Metropolitan Region, Chile* | 2011 – 2012

- Technical inspection of public school infrastructure projects across multiple municipalities of the Metropolitan Area in Santiago De Chile.
- Coordination of tender and award processes for school infrastructure works.

- Monitoring of construction progress and contract administration during execution.

4. SELECTED PROJECTS

Project	Role	Country	Sector	Contract Framework
Sint Maarten General Hospital	Design, Procurement and Planning Coordinator	Sint Maarten	Healthcare	FIDIC Gold Book (DBFM)
MSC Miami Cruise Terminal (MMCT), Dodge Island, Port of Miami	Planning Manager	United States	Port / Passenger Terminal	EPC
New Regional Hospital of Ñuble, Chillán	Head of Planning & Project Controls	Chile	Healthcare	Chilean Public Works (Res. N°160)
New Linares Hospital	Head of Planning and Control	Chile	Healthcare	Chilean Public Works
Provincial Hospital of Curicó	Head of Planning & Project Controls Engineer	Chile	Healthcare	Chilean Public Works
Dr. Gustavo Fricke Hospital, Viña del Mar	Head of Planning & Project Controls Engineer	Chile	Healthcare	Chilean Public Works
Dr. César Garavagno Burotto Hospital, Talca	Project Planner	Chile	Healthcare	Chilean Public Works

5. EDUCATION

Civil Construction Engineer (*Ingeniero Constructor*)

Bachelor of Science in Construction (*Licenciado en Ciencias de la Construcción*)

University of La Serena — Faculty of Engineering, La Serena City, Chile

Professional title issued: 2 December 2008

Professional title certificate apostilled.

Postgraduate Diploma in Construction Law (*Diplomado en Derecho de la Construcción*)

University of Los Andes, Santiago de Chile, Chile.

Year: 2019

Specialization in the body of regulations governing the construction industry, covering project design, execution, and operation, with a comparative-law perspective. Curriculum includes the management of contractual disputes between project parties, both in Chile and internationally.

6. CERTIFICATIONS & SPECIALISED TRAINING

Project Management with Primavera P6 V16.1

Metacontrol Ingenieros — 16-hour specialization course in construction project management — 2018

Last Planner® Methodology

GEPRO — Implementation and application of Last Planner methodology in the construction industry — 2018

7. LANGUAGES

Spanish: Native



English : Professional working proficiency (written and spoken)

Italian : Basic proficiency

8. SOFTWARE & TECHNICAL SKILLS

PLANNING & SCHEDULING

- Microsoft Project
- Primavera P6
- Critical Path Method (CPM)
- Time Impact Analysis

LEAN CONSTRUCTION METHODOLOGIES

- Last Planner® System

DESIGN COORDINATION TOOLS

- AutoCAD
- Navisworks

I hereby declare that the information contained in this Curriculum Vitae is true, accurate, and verifiable through official supporting documentation.

Jaime Rodrigo Bustos Peñaloza





• ANTONELLA ROCIO TONELLO

📍 Miami Beach, FL 33139

📞 786-631-6228

✉️ rotonello97@gmail.com

🌐 <https://www.linkedin.com/in/rocio-tonello-9b6105190/?originalSubdomain=ar>

Skills •

Project Management

Project Scheduling

Bluebeam

Construction management

Advanced AutoCAD proficiency

Project planning and development

Project Planning

Cost Control

Customer Service

Cost Estimates

Microsoft Office mastery

Professional Summary •

I'm a Civil Engineer with extensive experience in the Construction and Project Planning Area, specializing in project development (PC & EPC). Throughout my career, I have developed expertise in managing labor and field personnel, contractors, and national and international suppliers. I have successfully led teams and coordinated activities ranging from estimation, procurement, reception, and appropriate use based on technical specifications for the correct development of various projects. Have also participated in important projects related to sewage and storm drainage systems in Argentina, where I was involved in both the engineering and construction phases, collaborating with counterparts from different cities to ensure the success of the project. I am eager to leverage my expertise to develop strategies that position the company's products in the market effectively, offering all my experience in project management and construction. Seeking a challenging role as a Project Manager or Civil Engineer where I can contribute to impactful projects and drive organizational success.

Work History •

02.2024 - Current •

Project Manager

PTE SYSTEMS INTERNATIONAL LLC - Hialeah, FL

- Review and negotiate change orders with clients or stakeholders
- Review submittals for compliance with project specifications and requirements
- Coordinate the procurement and delivery of materials required for post-tensioning projects
- Collaborate with the project team to schedule material deliveries in alignment with project timelines
- Conduct post-project evaluations to identify lessons learned and areas for improvement, Coordinate with subcontractors and suppliers to



- obtain necessary submittals for project approval
 - Scheduled and facilitated meetings between project stakeholders to discuss deliverables, schedules and conflicts.
 - Successfully managed multiple projects simultaneously by prioritizing tasks according to urgency, resource availability, and alignment with organizational goals.
 - Planned, designed, and scheduled phases for large projects.
 - Collaborated closely with senior management to align project objectives with strategic company initiatives, ensuring that efforts contributed to overall business growth.
 - Coordinated cross-functional teams and resolved conflicts, maintaining a positive work environment throughout the project lifecycle.
- 01.2024 - 02.2024 • **Estimator**
 PTE SYSTEMS INTERNATIONAL LLC - Hialeah, FL
 - Used specialized software to create estimates quickly and accurately and make estimates easily understandable and shareable.
 - Established a reputation for delivering reliable and accurate estimates, resulting in increased client trust and repeat business opportunities.
 - Gathered cost and material data for accurate and up-to-date information on material and labor costs.
 - Calculated labor hours accurately based on trade-specific productivity rates, leading to more realistic project timelines and work plans.
- 04.2022 - 02.2023 • **Project Engineer**
 TENSOLITE S.A. - Argentina
 - Technical advice on prestress products, Planning finished products, Estimate of materials and budget of special products, Technical Advisor in Special Products
 - Estimated quantities and material costs during project planning to support budgeting and costing.
 - Scrum Master Finished Products
 - Provided technical expertise throughout all phases of the project, ensuring accurate execution of designs and specifications.
 - Maintained records for each project and engineering discipline.
- 09.2021 - 03.2022 • **Technical Office Assistant**
 DYCASA S.A.
 - Execution of work plans
 - Material estimation
 - Sewer network construction
 - Construction of home connections
 - Construction of manholes
 - Hydraulic tests
 - Work certificates,
 - Costs control
- Education** •
 - 10.2022 • Bachelor of Science, Civil Engineering, Universidad Nacional De Tucuman - Argentina
 - Thesis: ACCESS TO CIUDAD BANDA DEL RIO SALI BY LUCAS CÓRDOBA BRIDGE. ANALYSIS OF THE FUNCTIONING OF THE EXISTING ROAD INFRASTRUCTURE. DIAGNOSIS AND PROPOSAL OF IMPROVEMENTS TENDING TO THE SYSTEMATIZATION AND ORDERING OF THE APPLICANT TRAFFIC.

03.2017

● Bachelor of Arts, Saxophonist And Clarinetist, Universidad Nacional De Musica - Argentina

Languages

● **Spanish**

Native or Bilingual

English

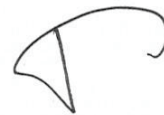
Full Professional



EXHIBIT F

Requirements for Project Agreement

1.	Scope	Awarded Firm to design, permit, and construct/build Berth 10.
2.	Financing	Awarded Firm will not be responsible for obtaining financing for the Project, and it shall be the County's responsibility to secure all funding required for the completion of the Project. The Awarded Firm shall be responsible for cooperating with the County, including providing information as required by the County, with any reporting requirements in any funding obtained by the County (e.g., without limitation, grant reporting requirements).
3.	Project Agreement Term	Subject to the County's termination rights should the Awarded Firm fail to achieve Substantial Completion on the date agreed to by the Parties, the Project Agreement Term shall expire after the County's final payment is made following Substantial Completion. Substantial Completion definition must be based upon "safe berthing of a ship" and attainment of a temporary certificate of occupancy.
4.	Design	The County will have design approval rights at various design completion stages to be specified in the Project Agreement.
5.	Permitting	Awarded Firm will be responsible for obtaining all governmental land use, zoning, building and other permits required for the Project.
6.	Construction	Construction shall be accomplished in accordance with all applicable Federal, State and County requirements for construction.
7.	Payment and Performance Bond	Awarded Firm shall bond the total cost of construction through a payment and performance bond(s), alternative form of security or combination of one or more such instruments, in the construction phase of the Project, all in accordance with the requirements of Section 255.05 of the Florida Statutes.



8.	Social and Economic Programs	Unless prohibited by the funding source or federal or Florida law, Awarded Firm shall comply with all County requirements for construction, as applicable, including: Art in Public Places Program (Section 2-11.15 of the County Code)
9.	Step-in Rights	The County will have temporary and permanent step-in rights in the event of default. Awarded Firm's agreements shall provide for assignment to the County as necessary to implement the County's step-in rights.
10.	Indemnification	The Project Agreement will provide for comprehensive indemnification of the County from Awarded Firm protecting the County from any act relating to or resulting from the performance of the Project Agreement by the Awarded Firm or its Team Members, employees, agents, servants, partners, principals or subcontractors. This indemnification shall be in addition to any other insurance or other protection required by the Project Agreement.
11.	Insurance	Awarded Firm shall provide to the County Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements of the Project Agreement.
12.	Inspector General Reviews	According to Section 2-1076 of the County Code, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit shall be one quarter of one percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from payments to the Awarded Firm, as applicable.
13.	Ownership / Change in Control	Section 2-8.1 of the County Code requires disclosure of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the Project Agreement, subject to the provisions and limitations therein. The Project Agreement will set forth limitations to, and the process for, transfer in interest or change of ownership.
14.	Owner Initiated Changes	The Project Agreement will set forth the process for owner-initiated changes.



15.	Project Agreement Assignment	Neither party shall assign, transfer, convey or otherwise dispose of the Project Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the other.
16.	Termination for Cause	Either party may cancel or terminate the Project Agreement due to material default (including, after exhaustion of notice periods, non-payment by the County of undisputed sums due to the Awarded Firm) by the other, after reasonable periods to cure.
17.	Termination for Convenience	The County may cancel or terminate the Project Agreement at any time, in its sole discretion, without cause, by written notice to Awarded Firm. Consequences for termination for convenience, including County obligations to reimburse Awarded Firm in the event of such termination, to be set forth in Project Agreement.
18.	Relief Events	Project Agreement will set forth certain events, including force majeure, which extend periods for compliance by Awarded Firm of certain obligations under Project Agreement. The Project Agreement will specify when the recovery of additional costs incurred is permitted.

EXHIBIT G
Risk Reserve and Project Cost

A handwritten mark, possibly a signature or initials, consisting of a stylized 'r' or 'n' shape.



Risk ID	Risk Category	Risk Title	Risk Description	Assumptions	Funds for Risk Reserve (NTE)
1	Regulatory / Permitting	Soil Characterization	If the initial soil characterization testing indicates that additional testing, reporting, or related efforts are required based on the findings, including any requirements or concerns raised by environmental agencies, additional testing may be necessary.	Additional cost impact	\$200,000.00
2	Coral Relocation	Coral Relocation Schedule Acceleration	If the submitted construction schedule necessitates an acceleration of the schedule, starting the coral relocation scope during the design phase may be necessary to maintain the overall project schedule. The coral relocation Risk Reserve would be utilized to support this effort and minimize potential impacts to the construction timeline through acceleration of this scope during this Agreement.	Required for construction schedule acceleration	\$2,511,346
Total Risk Reserve					\$2,711,345.90

Project Cost Breakdown		Pre-Development Work NTE
	Risk Reserve (NTE)	\$2,711,345.90
	Base Contract Amount	\$13,412,600.00
	Base Contract Amount + Risk Reserve (NTE)	\$16,123,945.90
Allowance		
	Contingency Allowance (10%)	\$1,612,394.59
	Dedicated Allowance for Permit Fees (3%)	\$483,718.38
	NTE Amount	\$18,220,058.87