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

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

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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 — District Located: 5

Port of Miami — 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 Penaloza, 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

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).

AtkinsRéalis

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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.



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



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.

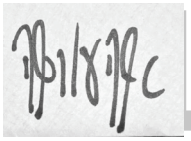
From a technical and project-delivery perspective, continuity with the existing team may reduce risks associated with design transition, interpretation of existing conditions, marine and landside interfaces, utility connections, concourse integration, passenger boarding bridge coordination, constructability, 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 Castaneda
DN: C=US, E=david.castaneda@exp.com, O=EXP U.S. Services LLC., OU=Program Management, CN=David Castaneda
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

201 Alhambra Circle, Suite 800, Coral Gables, FL, 33134
www.exp.com

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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 statues 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 pproject-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

MIAMI-DADE COUNTY

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.

Roy Coley

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: Geri 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 _____ Mayor
Veto _____
Override _____

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

RESOLUTION NO. _____

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 , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman
Kionne L. McGhee, Vice Chairman

Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

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:_____
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:

FB

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.

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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

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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

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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

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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.

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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;