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

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

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

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

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

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

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

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

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

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

ARTICLE VI
MISCELLANEOUS

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

(a) To the County

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

(b) To Interim Firm

FTB

Attention:

Phone:

E-mail:

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

6.2 Dispute Resolution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.3.2 The Interim Firm represents that:

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

(b) There are no undisclosed persons or entities interested with the Interim Firm in this Agreement. This Agreement is entered into by the Interim Firm without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

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

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

Firm's knowledge.

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

(d) The provisions of this Article are supplemental to, not in lieu of, all Applicable Law with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

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

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

6.5 Inspector General. According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Interim Firm. The audit cost shall also be included in all change orders and all contract renewals and extensions.

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

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

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

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

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

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

6.7 Non-Discrimination.

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

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

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

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

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

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

County.

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

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

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

6.11 Public Records. The Interim Firm and its subcontractors and consultants shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Interim Firm upon termination of this Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

In accordance with Section 119.071(3)(b)1., Florida Statutes, "[b]uilding plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, … or other structure owned and operated by an agency are exempt …" from public records disclosure to ensure the safety of government infrastructure and to ensure public safety. Information made exempt by this paragraph, with prior approval from County, may be disclosed: (i) to another governmental entity if necessary to perform its duties and responsibilities; (ii) to a licensed architect, engineer, or contractor who is

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performing work on or related to this Agreement; or (iii) upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

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

6.12 County's Rights as Sovereign.

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

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

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

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

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

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

6.16 E-Verify. By entering into this Agreement, Interim Firm and its agents and subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." Interim Firm affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new Interim Firm employees; (b) it has required all subcontractors to this Agreement to register and use the E-Verify system to verify the work authorization status of all new employees of the subcontractor; (c) it has an affidavit from all subcontractors to this Agreement attesting that the subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Agreement. Registration information is available at: (http://www.uscis.gov/e-verify). If County has a good faith belief that Interim Firm has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this Agreement in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination Interim Firm agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Interim Firm shall be liable for any additional costs incurred by the County because of such termination. In addition, if County has a good faith belief that a subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Interim Firm has otherwise complied with its requirements under those statutes, then Interim Firm agrees that it shall terminate its contract with the subcontractor upon receipt of notice from the County of such violation by subcontractor in accordance with Section 448.095(5)(c), Florida Statutes. Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Interim Firm, or subcontractor no later than twenty (20) calendar days after the date of contract termination.

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Fincantieri Infrastructure Florida, Inc.	Miami-Dade County
By: _____	By: _____
Name: FILIPPO BARTUCCI	Name: Daniella Levine Cava
Title: VICE PRESIDENT	Title: Mayor
Date: 08/14/2026	Date: _____
Attest: _____	Attest: _____
Corporate Secretary	Clerk of the Board
	_____
	Assistant County Attorney (For Form and Legal Sufficiency)

EXHIBIT A

Definitions

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

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

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

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

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

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

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

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

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

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

environmental permits.

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

"Interim Agreement" means this Agreement.

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

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

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

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

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

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

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

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

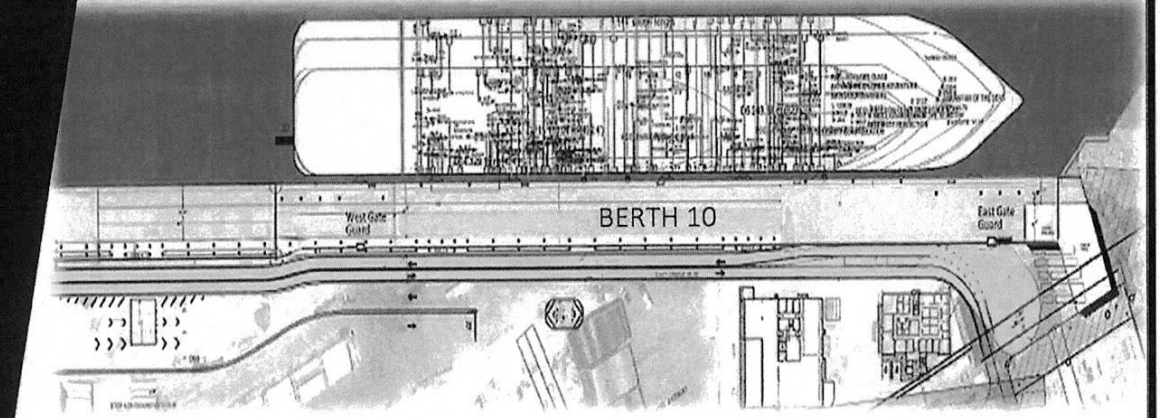
"Term" shall have the meaning provided in Section 1.4, as may be extended by Section 1.4 or otherwise in accordance with the terms of this Agreement.

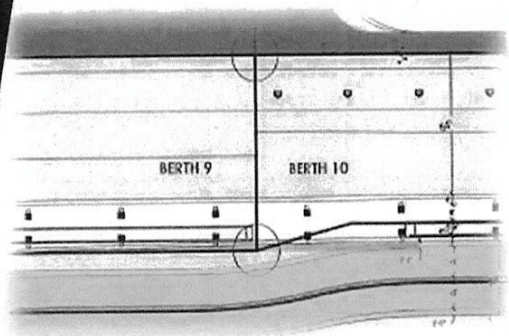
EXHIBIT B

Scope of Work for Interim Agreement

DESIGN PROPOSAL for BERTH 10
PORT MIAMI

FINCANTIERI INFRASTRUCTURE FLORIDA INC
and AtkinsRéalis USA, Inc.





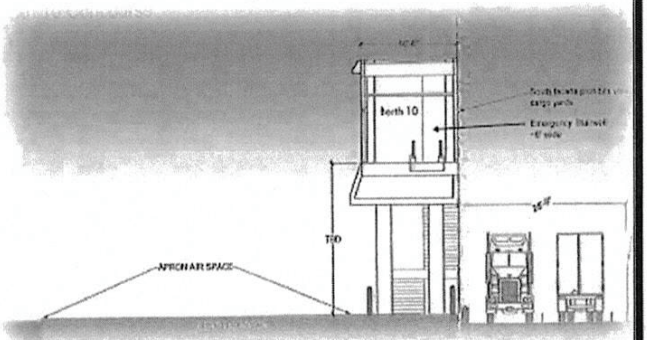


TABLE OF CONTENTS

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

EXHIBITS:

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

ATTACHMENT A: AtkinsRéalis Proposal

INTRODUCTION

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

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

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

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

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

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

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

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

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

1. DEFINITIONS

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

2. SCOPE OF DESIGN SERVICES

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

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

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

3. PROJECT MANAGEMENT, SUPPORT AND PROJECT CONTROLS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. PROJECT ORGANIZATION

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

The Project Team Management Resumes are included in Exhibit B

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

5. DESIGN PHASE MILESTONES

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

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

6. SITE ACCESS STUDY – MOT

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

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

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

7. BERTH 10 PROJECT AGREEMENT

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

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

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

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

8. ASSUMPTIONS AND EXCLUSIONS

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

9. DESIGN SERVICES SCHEDULE

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

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

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

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

10. PROJECT (Construction) SCHEDULE

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

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

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

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

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

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

11. PRELIMINARY COST ESTIMATES

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

County:

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

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

12. INTERIM AGREEMENT TERMS

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

13. FDEP GRANT AGREEMENT

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

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

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

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

14. BERTH 10 DESIGN SERVICES FEE

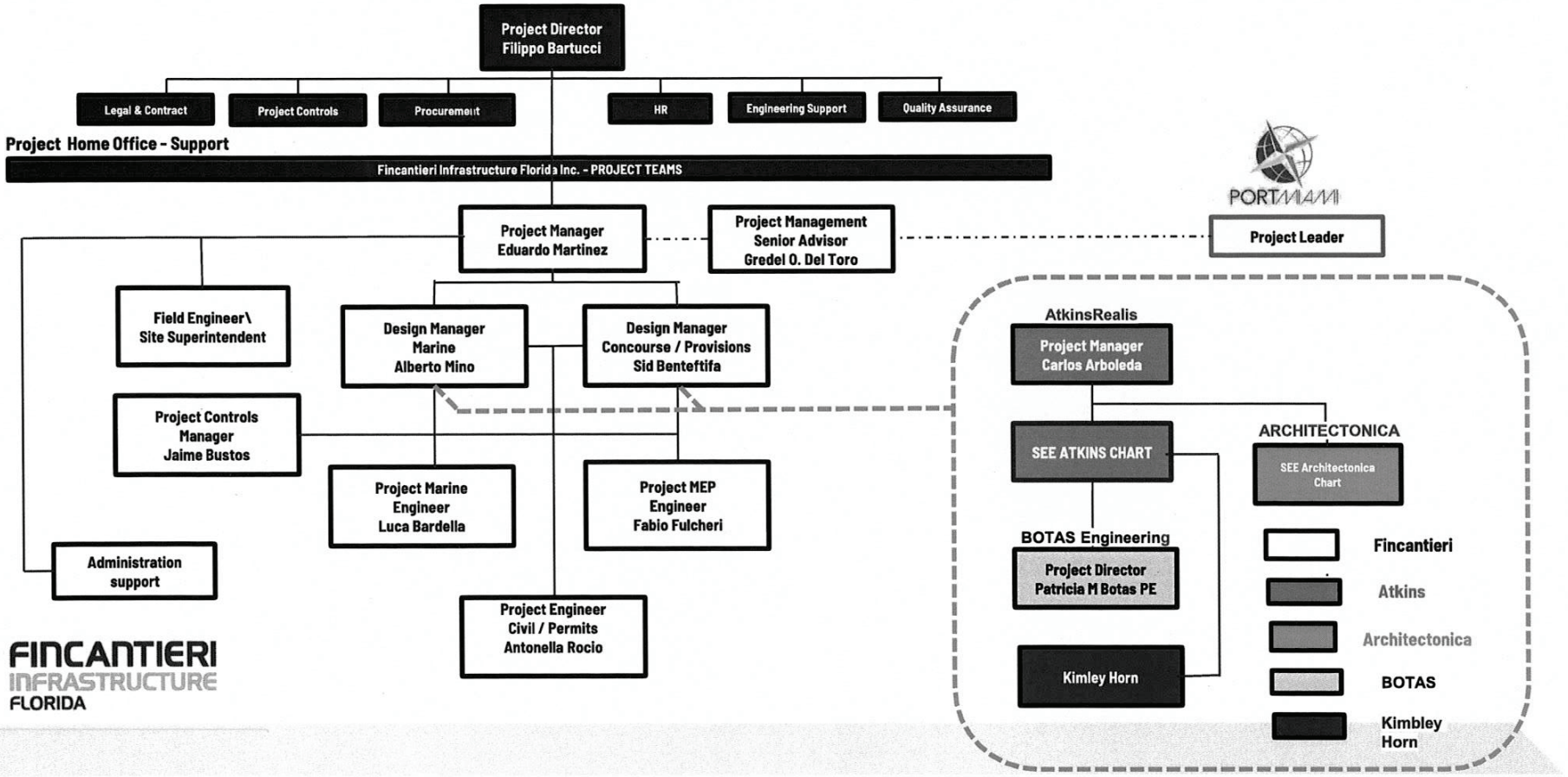
Please refer to Exhibit E of this proposal.

Submitted by Fincantieri Infrastructure Florida Inc

Signature
NAME: Filippo Bartucci
TITLE: Project Director

26/06/2026

Berth 10 – Organization Chart



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MDC073

EXHIBIT E - DESIGN SERVICE FEES

TABLE 1: Estimated TOTAL Costs of Services

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

NOTES:

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

TABLE 2: Fincantieri Project Management Staff

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

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

TABLE 3: Indirect Costs

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

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