
PortMiami Berth 10
Proposed dredge area
Proposed Bulkhead Wall
Proposed Passenger Concourse Extension
Provisioning Building (shown conceptually)
Port Blvd
Port Blvd
Port Blvd
Antarctic Wy
Antarctic Wy
Antarctic Wy
South Florida Container Terminal
Port of Miami Tile Pratt Crane Mark
Proposed Geotechnical Investigation Plan
Legend:
Proposed 70-ft SPT/Rock Core Boring for Bulkhead Wall
Proposed 50-ft SPT/Rock Core Boring for Dredge Area
Proposed 75-ft SPT Boring for Passenger Bridge Extension
Proposed 75-ft SPT Boring for Provisioning Building
Proposed 50-ft SPT Boring for Drainage Well location/Toe Wall Extension
Proposed 15-ft SFWMD Type Exfiltration (Percolation) Test
Proposed 50-ft SPT Boring for High-Mast Relocation (TBD)
Langan Eng. & Env. Services, LLC
1/7/2026
N
500 ft

MDC141

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Kimley»Horn

12/23/2025

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

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

Dear Mr. Arboleda-Osorio:

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

Project Understanding

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

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

Assumptions

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

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

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

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

Scope of Services

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

Task 1 - Landside Bulkhead Design

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

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

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

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

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

Task 2 - Waterside Bulkhead, Apron and Dredging Design

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

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

Bulkhead and Apron Design will include:

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

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

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

to the 90 percent design submittal.

Task 3 – Meetings and teleconferences

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

- **Teleconferences:** Various teleconferences and emails are anticipated during the development of the Design Documents. For budgeting purposes, we have assumed Kimley-Horn will attend approximately twelve (12) teleconference meetings with an average duration of two (2) hours each to take place over the course of the development of the Design Documents.

Deliverables

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

Services Not Included

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

- Field services
- Design services
- Permitting services

Additional Services

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

Information Provided By Client

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

Schedule

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

Fee and Expenses

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

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

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

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

Closure

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

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

____ Please email all invoices to _____

____ Please copy _____

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

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

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

MDC150

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Desi Maldonado, PE
Project Manager

Jamie Gwaltney, PE
Vice President/Authorized Signer

ATKINSREALIS USA, INC.

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____
Client's Business License No.: _____
Client's Street Address: _____
_____

Attachment – Request for Information
Attachment – Standard Provisions

Request for Information

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

Client Identification

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

Property Identification

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

Property Owner Identification

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

Project Funding Identification – List Funding Sources for the Project

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

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

2) **Client's Responsibilities**. In addition to other responsibilities herein or imposed by law, the Client shall:
   a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
   b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
   c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
   d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
   e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
   f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
   g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
   h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.

3) **Period of Services**. Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.

4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
   a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
   b. The Client will remit all payments electronically to:
      Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
      Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
      Account Number: 2073089159554
      ABA#: 121000248
   c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
   d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
   e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
   f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.

5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.

6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at https://www.kimley-horn.com/khts-software-license-agreement ("the License Agreement") which terms are incorporated herein by reference.

7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.

9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.

10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-

Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or $50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.

15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.

16) **Construction Phase Services.**

a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.

17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(20) PURSUANT TO FS 558.0035, EMPLOYEES OF KIMLEY-HORN MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

Morgan & Eklund, Inc
4909 US Highway 1
Vero Beach, Florida 32967
Phone: 772-388-5364
Fax: 772-388-3165

December 29, 2025

AtkinsRéalis USA, Inc.
Attn: Mr. Carlos J. Arboleda Osorio, PE
800 Waterford Way, Suite 700
Miami, FL 33126

RE: Multibeam Bathymetric Survey of Future North Cruise Terminal Berth 10, PortMiami, Miami-Dade County, FL

Dear Carlos:

Morgan & Eklund, Inc. (M&E) is pleased to provide you with the following proposal to provide survey services for the above-referenced project.

M&E will perform a multibeam bathymetric survey of the proposed north cruise terminal berth 10 including the last 200 feet of berth 9 and up to the Miami Pilots Station facilities from center of channel to as close to shore as possible. Deliverables will include plan view showing data plot and contours in .pdf format along with .dwg and .xyz files.

Our price will be as follows:

Lump Sum .....$ 13,041.90

Morgan & Eklund, Inc. appreciates this opportunity to work with you and AtkinsRéalis on this project.

Sincerely,

David W. Coggin, PSM
Vice President

DWC:dmc
Billing: Will be invoiced upon completion of survey
Terms: Net 30 days
Prices are good through 2026

ARQUITECTONICA

March 11, 2025
Updated November 10, 2025

Mr. John Corley, PE
Senior Manager Ports & Maritime
AtkinsRealis
1925 Ballenger Avenue
Suite 400
Alexandria, VA 22314

RE: **Proposal for Design Architect Services**
Berth 10 @ MSC Terminal, Port Miami, FL

Dear Mr. Corley:

Arquitectonica International Corporation ("Arquitectonica" or "Design Architect") is pleased to submit our architectural design services proposal ("Letter of Agreement") for the Berth 10 addition to the MSC Cruise terminal at Port Miami, Florida ("Project"). This Letter of Agreement is subject to the terms and conditions outlined herein, including, but not limited to, the scope of work, deliverables, fees, and timelines.

A. Project Description

Berth 10 shall be an extension of the current boarding concourse at MSC's Terminal AA, that will provide passengers access to a third vessel. Passengers will enter the concourse on the third level of the new MSC AA Terminal and head east towards the vessel.

As part of the current Terminal AA construction, a +/- 1,340' section of the Berth 10 concourse is built above the Berth 9 concourse at elev. +49'-0". The Berth 10 concourse shall be extended an additional +/- 1,057' (to be verified) eastward to accommodate vessels at Berth 10.

The concourse extension shall include an ADA compliant transition which shall bring the concourse from the +49'-0" elevation to +34'-0" elevation, to align with concourse elevations of both Berth 8 and Berth 9. Concourse shall be +/- 16'-6" overall width, with an interior clearance of +/- 14'-0" (overall dimensions to match those of the existing concourses). Concourse may need to shift slightly north to align with current site conditions and new proposed roadways. The construction and aesthetics of the Berth 10 concourse extension shall mimic that of the existing concourses and Terminal AA "look and feel". Scope shall include the interior buildout, including finishes, A/V, security and access control, mechanical, electrical, fire protection/fire alarm life safety systems, of the existing section of the Berth 10 concourse (which sits above the Berth 9 concourse).

Interior finishes (ceilings, walls & floors) of both the current shell and new concourse extension shall be similar to those of the third-floor concourse at Berth's 8&9. The north façade of the concourse extension shall be fully glazed and incorporate a series of sliding glass doors (to match existing). The south façade shall be solid, also to match existing. The concourse extension shall include all required mechanical, electrical, fire protection/fire alarm, life safety, audio/visual, and security/access control systems. Systems related to the shared concourse shall be tied back to the main Terminal AA services (i.e. electrical, mechanical, fire/life safety, BMS, telecommunications, AV, etc.). For the concourse extension, services such as fire/life safety, telecommunications, Av, BMS, etc., will be tied back to the main Terminal AA services, while others will require new infrastructure (i.e. mechanical, including new chiller/cooling tower, electrical, etc.). Final termination/integration of new services for both the shared concourse and concourse extension, however, will have to be coordinated and verified. The concourse extension shall also accommodate egress stairs as required by code.

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A +/- 10,000 sf., (to be verified) one-story provisioning structure (not fully enclosed) and loading area shall be located at the eastern most end of Berth 10. The provisioning structure shall accommodate a min. of five (5) provisioning trucks and provide ample depth for off-loading and circulation of provisions and forklifts. The provisioning structure shall also have ancillary facilities, such as provisioning office, two (2) unisex restrooms, one (1) janitors' closet, staff breakroom and K-9 storage (if needed). Project is to include all ancillary roadways extending from the current demarcation line to the new proposed provisioning structure, including a full truck maneuvering and turn around area for provisioning trucks. Roadway shall be two lanes (eastbound/westbound) and provide adequate clearance from new concourse. Roadway shall also accommodate a staging lane to accommodate a min. of three (3) provisioning trucks. Project shall also include a secured vehicular and pedestrian ingress and egress security access gate, located by the provisioning structure, to support access for ship equipment, service and security vehicles, maintenance cranes, waste trucks and fire trucks, etc.

The design shall also incorporate the apron /waterside design criteria (developed by ATKINS)

B. Scope of Work

Upon Notice to Proceed and review of the Project budget and schedule, Arquitectonica will work closely with AtkinsRealis (the "Client") and provide professional design services for the Project and act as the Design Architect, as further detailed herein. Services shall be provided in a manner consistent with the standard of care for similar projects in South Florida ("Standard of Care"). Standard of Care shall be defined as the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances.

Arquitectonica shall assume a primary role in the design throughout the 30% and 60% submissions as further detailed herein. During these phases, Arquitectonica will produce architectural design documents ("Architectural Drawings"); assist AtkinsRealis in coordinating their documents with the design; advise on obtaining all required approvals and local regulatory requirements; and assist in coordinating with local consultants and statutory authorities.

All consultants shall be contracted directly with the Client, and the Architect can participate in the selection of the consultants in collaboration with AtkinsRealis, if requested.

C. Scope of Services

1. Architectural Design Phase

The Architectural Design Phase includes the Schematic, and Design Development Phases.

a) 30% Submission (Schematic Design Phase) (2.5 months)

Arquitectonica will prepare designs for discussion and approval by the Client.

During the 30% Submission (Schematic Design Phase), Arquitectonica will:

- Organize kick-off meeting with the Client to establish overall project goals and schedule;
- Review site conditions;
- Discuss LEED and other sustainability objectives and consultants;
- Develop the design to establish the scale, character and relationship of major building components;
- Establish a methodology and plan for project phasing, if required, including filing procedures and conformance with all applicable codes and regulations;
- Develop the basic planning and geometric configuration of the building, and determine both gross and net areas; and

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- Participation in discussions regarding the detailed construction budget, itemized per trade with the Client.

The following materials, in addition to any other architectural materials required, will be produced for the 30% Submission which will include drawings, documents and products to depict the general aesthetic and functional characteristics of the design:

- Context/site plan indicating the proposed Project within the context/neighborhood and surrounding buildings. Examples include aerial photos with the Project inserted and a 3D model showing the proposed Project and context. Preliminary designs that reflect the architectural character of the Project;
- Massing diagrams;
- Floor plan layouts with circulation shown;
- A ground floor plan indicating how the building addresses the pedestrian realm;
- Exterior elevations with a contextual sketch or a computer photo-image of the Project elevations within the context of the site;
- Layouts with program areas;
- Floor area tabulation; and
- Materials palette for exterior design scope.
- Building sections;
- Zoning drawings;
- Vehicular parking, circulation, and loading;
- Design presentation with material suggestions for exterior finishes; and
- Renderings to be included with the submission of a 3D sketch or a schematic massing model that help explain the concept of the Project are optional, but recommended. Professionally prepared renderings will be submitted as a Reimbursable Expense.

b) 60% Submission (Design Development Phase) (2.5 months)

Based on the approved 30% Documentation Submission (Schematic Design) and any adjustments authorized by the Client to the design, budget, program or time-frame requirements, Arquitectonica will study building systems and materials in developing the design and will then prepare design development documents consisting of drawings and other documents to fix and describe the size and character of the Project with respect to architectural systems, materials and other such elements as may be appropriate ("Design Development Documents"). Arquitectonica will provide the following during the Design Development Phase:

- Development of the detailed character of the exterior enclosure;
- Coordinate with exterior wall and maintenance consultants to further define exterior wall systems, including incorporating their technical inputs;
- Preparation of Design Development Documents, including wall sections and typical details showing design profiles and materials and specifications;
- Continue to deliver design presentations as well as regular meetings with the Client's team and consultants;
- Review further development of the detailed and itemized construction budget with the Client and consultants; and
- Presentations to the Client at the 50% and 100% completion stages of Design Development.

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The 60% Submission (Design Development Documents) will include drawings, documents and products adequate for the preparation of Construction Documents. Deliverables during this phase include the following with the support and input of the consultants:

- Site Plan;
- Zoning Data;
- General Notes;
- Overall Architectural Floor Plans;
- Enlarged Architectural Floor Plans;
- Roof Plan;
- Reflected Ceiling Plans;
- Overall Building Elevations;
- Enlarged Building Elevations;
- Exterior Envelope details;
- Overall Building Sections;
- Enlarged Building Sections;
- Wall Sections;
- Enlarged Wall Sections;
- Partition Types;
- Louver Schedule;
- Glazing Schedule;
- Outline Specification (if required).

90% Submission (Construction Documentation Phase, Review Only) (4 months)

Arquitectonica will provide reviews of the 90% submission package for design intent purposes.

Reviews will take place monthly over a three (3) month period.

D. Exclusions to Scope of Services

The following information or services required for the performance of the work are excluded from Arquitectonica's scope of services under this Letter of Agreement and will need to be provided by others:

- Topography, boundary and utility survey showing the site and adjacent conditions including existing structures and road sections or other site information;
- Geotechnical studies;
- Structural analysis of any existing structures including concrete core tests;
- Environmental studies of any existing buildings and the site;
- All consultants including but not limited to Architect of Record, MEP/FP Engineers, Structural Engineers, Civil Engineers, Traffic Engineers, Parking Consultants, ADA/Life Safety, Security/Blast, Communication, Signage and Graphics, Door Hardware, Lighting, Vertical Transportation, Acoustics, AV/Low Voltage Consulting, Specifictions (Project Manual), Cost Estimating, Land Use Counsel, and LEED Consulting;

E. Professional Fees and Estimated Schedule

Compensation ("Professional Fee") for basic architectural design services ("Design Architect Services") will be as indicated below. It is understood that work will not begin on any phase of the Project without written approval of the Client. The Professional Fees will be billed in accordance with the following breakdown:

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Phase	Architecture	Interiors	Landscape	Schedule
30% Submission (Schematic Design)	$154,000	$56,450	$30,000	10 wks
60% Submission (Design Development)	$154,000	$56,450	$36,750	10 wks
(Construction Documentation Review)	$ 57,000	$37,775	$10,500	16 wks
Sub-Total*	**$365,000**	**$150,675**	**$77,250**	

F. Reimbursable Expenses

Reimbursable Expenses, as described below, are in addition to compensation for Basic Services and shall be paid by the Client at the direct cost to Arquitectonica. Reimbursable Expenses shall be billed at actual cost plus a 10% administrative fee. Reimbursable Expenses shall include, but are not limited to, travel expenses, printing costs, and any other expenses directly related to the Project. The majority of these expenses will be for:

1. Reproduction: Costs associated with printing and photographic duplication of drawings, specifications, reports, cost estimates and other documents concerning the Project.
2. Travel & Lodging: Cost of mileage, public transportation, lodging and subsistence and out of pocket expenses including taxis, meals as necessitated by out-of-town travel on behalf of the Project.
3. Renderings: Costs for all professionally prepared renderings and models, preparation of marketing brochures, tenant related services, computer-generated animation and video prepared on behalf of the Project.

G. Hourly Rates and Additional Services

Stipulated services and any services that may occur that are unforeseen at this time will be invoiced on an hourly basis as per the following hourly rates:

Founding Principal	$700
Principal	$450
Project Director/Senior Project Manager	$325
Project Manager	$225
QA/QC Manager	$175
Senior Architect/Designer	$200
Intermediate Architect/Designer	$175
Junior Architect/Designer	$150
Clerical	$75

H. Payments and Schedule

Professional Fees, Reimbursable Expenses and any Additional Services fees involved shall be invoiced monthly as progress payments. Payments are due and payable within 15 days of receipt of payment from the Owner to AtkinsRealis. Amounts unpaid after 15 days from the receipt of payment shall bear interest from that date at the legal rate prevailing in Miami, Florida, USA. In the event of non-payment, Arquitectonica reserves the right to suspend or terminate services. Arquitectonica shall have no liability to the Client for delay or damage caused to the Client or Owner because of such suspension of services.

I. Time

Arquitectonica's Basic Services will commence on receipt of the proposal signed and dated by the Client, plus the advance payment, if any is required under this Letter of Agreement. If, through no fault of Arquitectonica, the services covered by this Letter of Agreement have not been completed within the estimated duration stated for each individual phase of the Project or the overall estimated Project duration, compensation for Arquitectonica's services beyond these durations shall be an Additional Service invoiced on an hourly basis at

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the hourly rates provided in this Letter of Agreement. Further, any services necessitated by decisions of the Client not rendered in a timely manner or any other failure of performance on the part of the Client or the Client's consultants or contractors shall also be an Additional Service invoiced at the hourly rates herein. This Letter of Agreement shall remain valid for 30 days from the date noted on the first page of this Letter of Agreement. If not signed and accepted by the Client within this period, the terms outlined shall no longer be valid and a new agreement shall be required.

J. Client's Responsibilities

The Client shall provide full information in a timely manner about the objectives, development program, schedule, constraints and existing conditions of the Project, and shall establish a budget with reasonable contingencies that meets the Project requirements prior to commencement of any work by Arquitectonica. The Client shall be responsible for providing all necessary surveys and studies in a timely manner to avoid delays in the Project schedule. Arquitectonica shall be entitled to rely upon the accuracy and completeness of services and information furnished by the Client. The Client shall provide Arquitectonica with written approval, or conditional approval, to proceed with each design phase. Conditional approval may contain a list of items for action in the next design phase, but will not delay the time schedule.

K. Use of Arquitectonica's Instruments of Service

All Instruments of Service, documents, and materials prepared by Arquitectonica are for use solely with respect to this Project. Arquitectonica shall retain all common law, statutory and other reserved rights, including the copyrights. The Client shall not reuse or permit the reuse of Arquitectonica's Instruments of Service, documents, or materials except by mutual agreement. Instruments of Service shall be defined as representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by Arquitectonica. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

L. Schedule

The schedule provided in the Professional Fees and Estimated Schedule section above is only an estimation. Arquitectonica will work with the Client as they develop the design and construction schedule.

M. Termination, Suspension or Abandonment

In the event of termination, suspension, or abandonment of the Project, Arquitectonica shall be equitably compensated for all services performed up to the date of such event. Failure of the Client to make payments to Arquitectonica in accordance with this Letter of Agreement shall be considered substantial nonperformance and is sufficient cause for Arquitectonica to either suspend or terminate services. Either Arquitectonica or the Client may terminate Arquitectonica's services after giving no less than seven (7) days' written notice if the other party substantially fails to perform in accordance with the terms of this agreement.

If Arquitectonica is terminated for convenience at any point in time, the Client will be responsible to compensate Arquitectonica for all outstanding balances, in addition to 20% of the total remaining fee as compensation for the future use of Arquitectonica's Instruments of Service and execution of any successor architect agreement.

N. Agreement

Arquitectonica and the Client may prepare a subsequent agreement in a mutually acceptable format based on the contents of this Letter of Agreement and the Prime Agreement between the Client and the Owner (to which it is understood that Arquitectonica will be bound by those Terms & Conditions). In the absence of such a subsequent agreement, this Letter of Agreement shall serve as the binding services agreement between Arquitectonica and the Client for the provision of Arquitectonica's services. This Letter of Agreement shall not be amended or assigned without the written consent of both parties.

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O. Severability

The invalidity of any provision of the Letter of Agreement shall not invalidate the Letter of Agreement or its remaining provisions. If it is determined that any provision of the Letter of Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Letter of Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Letter of Agreement.

Approved and Accepted by Arquitectonica:	**Approved and Accepted by the Client**
Signature:	Signature:
Name: Timothy S. Reedy Position: Chief Executive Officer Date: November 10, 2025	Name: Position: Date:

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COAST & HARBOR ENGINEERING

Scope of Work and Cost Estimate
Berth Scour and Passing Ship Drawdown Analysis
Berth 10, PortMiami, FL

The following Scope of Work for berth scour analysis and passing ship hydrodynamic analysis was developed by Coast & Harbor Engineering, Inc. (CHE) as part of the AtkinsRéalis project team for PortMiami on October 21, 2025. The goal of the analysis is to evaluate potential bulkhead toe scour, and passing ship drawdown effects, for the purposes of bulkhead design at Berth 10 by AtkinsRéalis.

Task 1. Berth Scour Analysis

Propeller/Thruster Wash Modeling

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

Berth Scour Evaluation

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

Task 2. Passing Ship Hydrodynamic Modeling for Drawdown Effects

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

Task 3. Meetings, Coordination, Presentations, and Reporting

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

PowerPoint presentation as an appendix. Following review and comment by AtkinsRéalis, CHE will revise the draft summary memo and issue a final summary memo in digital PDF format.

Schedule and Payment

CHE will begin work immediately upon Notice to Proceed and receipt of data required for the analysis. Project schedule will be determined upon Notice to Proceed. Payment is on a time and materials basis. Progress invoices will be submitted for approval and paid monthly.

Cost Estimate

Table 1 below shows the CHE cost estimate. Budget is valid for 60 days from the date of this Scope of Work.

Table 1. Cost Estimate

Task	Task Description	Budget
1	Berth Scour Analysis	$47,500
2	Passing Ship Hydrodynamic Modeling for Drawdown Effects	$15,750
3	Meetings, Coordination, Presentations, and Reporting	$10,500
	TOTAL	$73,500

Assumptions:

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

PERSOHN/HAHN ASSOC., INC.
11621 Spring Cypress Road, Suite D
Tomball, Texas 77377
(713) 467-4440

SUBJECT: Port Miami's MSC
Cruise Terminal AA/AAA

DATE: April 4, 2025

AGREEMENT made this _____, day of _____, 2025, by and between PERSOHN/HAHN ASSOCIATES INC., hereinafter referred to as "Consultant"., and _____ INC., hereinafter referred to as "Client".

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which Consultant will provide consulting services for the moving walks in the above subject building, hereinafter referred to as the "Project".

BASIC SERVICES TO BE PERFORMED

1. **Design Phase**

   A. Provide detail design information for the plan selected. Information shall include:

      1. Detailed studies to determine the most effective systems for the project.
      2. Space lay-out drawings of all dimensions and lay-out of equipment.
      3. Interface information requirements for structural, MEP disciplines, including impact loading and power characteristics.
      4. Provide budgets for the recommended systems.

   B. Verify conformance with federal, state and local governing codes.

2. **Construction Document Phase:**

   A. Provide a detailed performance specification, based upon the format of the Architect of Record. The specifications shall include specific performance criteria, compliance with applicable codes and establish the equipment quality level. A continuing after installation preventative maintenance specification and bid form shall be included with the base specification as an alternate. The specifications shall be structured to encourage competitive bidding.

3. **Bidding and Negotiation Phase:**

   A. Assistance in evaluating bids, clarifying exceptions and ambiguities with the bidders and submit written recommendations.

B. The Consultant's assistance during construction administration shall include:

1. Review shop drawings submitted by the elevator contractor for code and contract document conformance.

2. Provide construction reviews as required but at least 30%, 60% and 80% during construction. Provide a report covering the following:

   a. Items of non-conformity.

   b. Percentage of equipment on site and installed.

   c. Resolve all RFI's with the contractor.

   d. Assist in establishing substantial completion.

4. Project Close-out Phase

1. Make one visit to make final acceptance reviews and provide punch list of deficiencies.

2. Make one visit for follow-up review and report on punch-list completion.

3. Review all close out documents and warranties and report findings to Architect of Record.

5. Final Review Phase

1. Consultant will review all equipment to determine if work is complete and complies with specifications and codes.

2. Consultant will make performance tests to determine the efficiency and level of adjustments on each unit.

3. Consultant will provide a report of the review and tests listed above, including a summary for corrective work to be accomplished.

4. Consultant will make a follow-up review and report to assure re-work has been accomplished.

5. Review all close out documents and warranties and report findings to Client's representative.

Equipment Covered in This Agreement: All new VT and moving walk equipment in project.

INSURANCE

Consultant will obtain and maintain at its expense, in full force and effect until the completion of the work operations covered by this contract, such insurance as will cover the