

Instructions for Public Comment

If you would like to speak before the Canaveral Port Authority's ("CPA") Board of Commissioners, please complete a Public Comment Request Card. Public Comment Request Cards are located near the Commission Room's entry doors or are available upon request. Please return the completed card to the recording secretary who is located near the dais. Public comment unrelated to the Consent Agenda may be addressed during general Public Comment. All persons providing public comment are allotted three minutes to speak. In addition to the conduct requirements set forth by CPA Policy No. POL-2016-001-EXE-3, "Public Participation and Conduct at Board Meetings", please be aware of the following:

1. Prior to approaching the podium, please ensure to silence or turn off your cell phone and remove any hats or sunglasses.
2. When your name is called by the Commission Chairman, proceed to the podium and state your name, business affiliation, and city of residency.
3. All statements are to be directed to the Commission Chairman. You may not address or question Board members or CPA employees unless permitted to do so by the Chairman.
4. No action will be taken on requests during Public Comments unless determined by the Commission Chairman to be an emergency matter. Any other requests for Board action may be placed on the agenda for a subsequent meeting.

CANAVERAL PORT AUTHORITY BOARD OF COMMISSIONERS

May 22, 2024

Commission Room

Port Canaveral, Florida 32920

AGENDA

This meeting is open to the public.

9:00 AM

Call to Order and Pledge of Allegiance

Approval of Agenda

Approval of Minutes

Approval of the minutes from the April 24, 2024 Commission Meeting.

[Minutes 04242024.pdf](#)

Reports

CEO Report

Consideration of Accepting the Financial Memo for April 2024 (Michael Poole).

[REPORTS_FIN_CFO MEMO_052224.pdf](#)

Consideration of Approving the List of Disposals, Legal Bills and Commissioner Minor Expenses for April 2024. (Pat Poston)

[REPORTS_FIN_DISPOSALS 05.22.24.pdf](#)

[REPORTS_FIN_LEGAL_BILLS_05.22.24_Public.pdf](#)

[REPORTS_FIN_COMMISSIONER MINOR EXPENSES_05.22.2024_Public.pdf](#)

Consideration of Accepting the Statistical Report, the Aging Report, and the List of Bills for April 2024 (Pat Poston).

[REPORTS_FIN_STATISTICAL_05.22.24.pdf](#)

[REPORTS_FIN_LIST OF BILLS_05.22.24.pdf](#)

[REPORTS_FIN_AGING_052224-ppr.pdf](#)

May 2024 Capital Project Update

[May 2024 Capital Project Update.pdf](#)

Public Comment on Consent Agenda

Consent Agenda

1.Engineering, Construction, and Facilities

- 1.A. Consideration of approving two purchase orders for Cruise Terminal 1 east parking lot lights. The first purchase order for Gexpro in the amount of \$109,829.00 for the lights and the second purchase order for 24/7 in the amount of \$15,773.00 for the installation. Total a total of \$125,602.00 (Bill Crowe/AJ Jendroch)

[1A Cover Page.pdf](#)

[Quote Summary - CT1 East Parking Lot Lights.pdf](#)

[Quote Summary - CT1 East Parking Lot Light Installation.pdf](#)

[CT1 East Parking Lot Light Map.pdf](#)

- 1.B. Consideration of authorizing staff to increase to American Business Interiors (ABI) Purchase Order P-132677 by \$8,695.92 for the CT1 VIP Furniture. The new project value is \$335,420.80. (Dave German/Bill Crowe)

[1B Cover Page.pdf](#)

[ABI QUOTE Overtime Labor.pdf](#)

[ABI QUOTE Remove Dispose.pdf](#)

- 1.C. Consideration of authorizing staff to increase Atkins purchase order P-122092 by \$1,451,010.42 for the Terminal X Marine Improvements Design, pursuant to PUR-RFQ-17-5. (Patrick Hammond/Bill Crowe)

[1C Cover Page.pdf](#)

[Atkins CTX Design V4.pdf](#)

- 1.D. Consideration of approving the selection committee's recommendations for the General Engineering Services Continuing Contract, RFQ-24-1, and authorizing CPA staff to negotiate and enter into continuing contract(s) with the selected firm(s). (Patrick Hammond/Bill Crowe)

[1D Cover Page.pdf](#)

[RFPQ-24-1 Solicitation Summary.pdf](#)

[RFQ-24-1 Evaluation Scoring-Public Release.pdf](#)

[RFQ-24-1 Selection Committee Evaluation & Ranking Selections_Presentations](#)

[Waived.pdf](#)

- 1.E. Consideration of authorizing staff to issue a purchase order to Construction Engineering Group, Inc., pursuant to continuing contract PUR-RFQ-22-1, for the design of the Jetty Park Camp Site Upgrades project, with a not-to-exceed amount \$145,700. (Patrick Hammond/Bill Crowe)

[1E Cover Page.pdf](#)

[CEG Jetty Park Upgrades.pdf](#)

- 1.F. Consideration of authorizing staff to issue a purchase order to RUSH Marine, LLC, pursuant to continuing contract PUR-RFQ-23-2, for the waterline upgrade at NCP2 with a not-to-exceed amount of \$448,708.72 (Patrick Hammond/Bill Crowe)

[1F Cover Page.pdf](#)

[RUSH Marine Waterline Repaair NCP2.pdf](#)

- 1.G. Consideration of authorizing staff, pursuant to continuing contracts PUR-RFQ-23-1 and PUR-RFQ-23-2, to engage the following contractors for emergency response and repairs for any damage caused by potential storms occurring after June 1, 2024. Staff recommends initial Purchase Orders in the amounts indicated below to each contractor for a total amount of \$2,000,000 for a period of 12-months following Commission approval. This value may be adjusted, with Commission approval once assessment of damage has been completed. (Patrick Hammond/Bill Crowe)

- Ivey's Construction – NTE \$800,000
- Heard Construction – NTE \$400,000
- Canaveral Construction – NTE \$400,000
- Rush Marine – NTE \$400,000

[1G Cover Page.pdf](#)

[Hurricane Readiness 2024.pdf](#)

- 1.H. Consideration of approving Certification of Lands required by the U.S. Army Corps of Engineers (USACE) in connection with undertaking the Canaveral Harbor Sand Bypass Project in accordance with the Project Cooperation Agreement dated March 28, 1994 between the USACE and Canaveral Port Authority. (Musser/Langley)

[1H Cover Page.pdf](#)

[USACE - CERTIFICATION OF LANDS.pdf](#)

[Encl 1 - Port Authority LR Map 2024 04302024.pdf](#)

[PCA Canaveral Harbor Sand Bypass 1994.pdf](#)

- 1.I. Consideration of approving Change Order #2 to Orion Marine Constructions, Inc., for the NCB4 Rehabilitation. Decrease PO P-130655 by (\$139,927) for the builder's risk insurance policy that was purchased by CPA. New project value is \$38,228,031 (Veronica Narvaez-Lugo/Bill Crowe)

[1I Cover Page.pdf](#)

[21-011C NCB4 CO#2, BR Premium Deduct - signed.pdf](#)

- 1.J. Consideration of authorizing staff to increase Paul Bridges & Associates purchase order P-128621 by \$102,105.00 for the limited Owner Representative Services for

the purchase of a new Mobile Harbor Crane. The new project value is \$276,725.00. (Patrick Hammond/Bill Crowe)

[1J Cover Page.pdf](#)

[PBA CPA 2024 MHC Procurement Oversight Services Fee Proposal Letter r1.pdf](#)

2.Executive

- 2.A. Consideration of approval of a First Amendment to the Operating Agreement with MSC Cruises SA to add a second homeport vessel for MSC Meraviglia Class, MSC Seaside Class or MSC Seashore Class at CT 10. Sailings will now include a year-round Sunday – Thursday (4-3 day) itinerary and a year-round Saturday (7-day) itinerary. (German/Murray)

[2A Cover Page.pdf](#)

- 2.B. Consideration of approving a Statutory Partnership Agreement between the Canaveral Port Authority (“CPA”) and Ambassador Services International, LLC (“ASI”) for submittal to EPA Clean Ports Program for a grant funding opportunity and authorizing Chief Executive Officer to execute same, subject to final legal review. (S. Cornelius)

[2B Cover Page.pdf](#)

[ASI - Canaveral Port Authority Statutory Agreement - 20240516.pdf](#)

3.Human Resources

- 3.A. Consideration of an award of contract via formal solicitation RFP-24-3, to Brown & Brown Insurance Services, Inc. (Brown & Brown) to provide insurance consulting and brokerage services for CPA Employee and Retiree Benefit Program. (Amanda Brailsford-Urbina/Donna Greenslade)

[3A Cover Page.pdf](#)

[RFP-24-3 Final Rank Scoring-Public Release.pdf](#)

[RFP-24-3 Selection Committee Evaluation & Ranking Selections-Final Ranking.pdf](#)

[RFP-24-3 Selection Committee Evaluation & Ranking Selections-Shortlist for Presentations.pdf](#)

[RFP-24-3 Shortlist Scoring-Public Release.pdf](#)

[RFP-24-3 Solicitation Summary.pdf](#)

4.Information Technology

- 4.A. Consideration of authorizing staff to execute a single source, 3-year subscription renewal for the Oracle NetSuite Enterprise Resource Planning and Financial Software as a Service platform and further authorize staff to issue purchase orders pursuant to this contract for an amount not to exceed \$726,000 over 3 years. (Mark Lorusso, Mike Poole)

[4A Cover Page.pdf](#)

5.Real Estate

- 5.A. Consideration of approving a Commercial Lease Agreement with Mattie’s Delectable Desserts Inc., d/b/a Ludz Foodie Bar & Grill (“Ludz”) for the lease of

Canaveral Port Authority Board of Commissioners Meeting - May 22, 2024

approximately 5,160 square feet on .34 acres of land located at 525 Glen Cheek Drive. This document has been reviewed and approved by General Counsel. (Mark Milisits)

[5A Cover Page.pdf](#)

[Ludz - Lease Agreement.pdf](#)

Public Comment

Commissioner Reports

Adjourn to next meeting scheduled Wednesday, June, 26, 2024, at 9:00 am.

Meeting Date

May 22, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Commission
Requested Action:	Approval of the minutes from the April 24, 2024 Commission Meeting.
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	Yes
Financial Review:	

Attachments:

[Minutes 04242024.pdf](#)

Minutes April 24, 2024, Commission Meeting

MINUTES OF A REGULAR COMMISSION MEETING OF THE CANAVERAL PORT AUTHORITY HELD IN THE COMMISSIONERS' MEETING ROOM OF THE CANAVERAL PORT AUTHORITY OFFICE, 445 CHALLENGER ROAD, PORT CANAVERAL, FLORIDA ON APRIL 24, 2024.

The meeting was called to order by Chairman Micah Loyd at 9:00 a.m. Commissioner Markey led the Pledge of Allegiance.

Those present were Chairman Micah Loyd and Commissioners Jerry Allender, Fritz VanVolkenburgh, Wayne Justice, Kevin Markey, and Attorney Harold Bistline. Also present were CEO Captain John Murray, CFO Michael Poole, Vice President Engineering and Construction Bill Crowe, and Special Assistant/Liaison Melanie Bradford.

The Ambassadors present were Mike Gautreaux, Dennis Hepburn, Mike Mervis, Bob Socks, and Sean Conway. Megan Wright, Brevard Public School Board Member, District 1, was also present.

APPROVAL OF AGENDA:

Commissioner Justice motioned to approve the agenda and Commissioner Allender seconded the motion. The motion passed 5/0.

APPROVAL OF MINUTES:

Commissioner Markey moved approval of the minutes from the March 27, 2024, regular Commission meeting. The motion was seconded by Commissioner Justice and passed 5/0.

PERSONAL APPEARANCES AND PRESENTATIONS:

1. A presentation was given by the Junior Ambassadors for 2023-2024. Afterwards, a discussion took place to continue with the program for the 2024-2025 school year. Former Commissioner Hattaway spoke regarding the success of the program.
2. HELM students gave a presentation with introduction by their teacher, Emily Money.

REPORTS:

1. CEO Report (John Murray)

Cruise Update:

- FY 2024 By the Numbers (Oct. 1 – March 31)
 - 479 ship calls
 - 3.9M multi-day passengers
- Upcoming ship changes
 - Mariner of the Seas last call May 2
 - Voyager of the Seas returns November 26
- Carnival Liberty final call May 3
 - Carnival Glory returns on May 2
- Seatrade Cruise Global trade show and conference
 - Multiple business meetings with cruise lines

Cargo Update:

- FY 2024 By the Numbers (Oct. 1 – March 31)
 - 236 ship calls
 - Cargo tonnage – 3.4M tons
- LatAM Trade Show in Orlando on April 16
 - Port presentation to Latin American delegates from Columbia, Mexico and Dominican Republic
- Journal of Commerce Breakbulk and Project Cargo conference
 - April 24 – 26 in New Orleans

Environmental Update:

- Partnered with Keep Brevard Beautiful, Propeller Club and Disney VoluntEARS for annual Trash Bash on Saturday, April 6

- Collected more than 10 bags of trash and debris weighing around 200 pounds
- Earth Day cleanup at Jetty Park on April 22
 - VoluntEARS from Disney's finance team collected more than 250 pounds of trash

Government Relations Update:

- Hosted FDOT Professional Engineering Interns – April 11
 - 50 Interns statewide and staff from FDOT HQ and District 5
 - Port briefing and tour
- Participated in Space Florida/FDOT Wharf Study (Phase 2) Working Group #1 –April 19
 - Study moving into the next phase of the project to identify the next steps
 - Space Florida plans to convene other smaller, technical group meetings in the following months
- Attending Coalition of America's Gateways and Trade Corridors (CAGTC) Board Meeting – May 15-16
 - National transportation and infrastructure development policy group
 - Meetings with Congressional representatives and Administration officials
- Central Florida International Trade Forum at Port Canaveral – May 23
 - Port initiative, cohosting with Central Florida International Trade Office
 - Public/private partnership in collaboration with the National Entrepreneur Center
 - Promote opportunities at the state, local, and federal levels to expand international trade
- Presenters and panelists include government and industry import/export experts
- Port Canaveral FTZ Operators success stories

Human Resources Update:

- Hosted Port and Cities Job Fair on April 3
 - Partnered with CareerSource
 - Representatives included Cities of Titusville, Cocoa, Cocoa Beach and Rockledge
 - Over 70 people attended
- Brevard Corporate 5K held April 18
 - Port Canaveral team had 16 staff participants
 - Placed 6th out of 20 teams in the 100-999 employee division

Recreation Update:

- Jetty Park
 - Campground occupancy at 96%
 - Average daily vehicles – 460
 - Reached capacity 5 times
- Supported Propeller Club Shrimp Feast on April 5
 - Well attended, successful event
 - Annual fundraiser for Propeller Club scholarship fund

Public Safety Update:

- Conducted HAZID for new LNG bunker barge, *Clean Everglades*
- USCG Sector JAX Industry Day in Jacksonville April 24 – 25
 - Staff attending
- Preparations underway for 2024 Hurricane Season
 - Annual Heavy Weather meeting will be held June 5 at 9:00am in the Commission Room
 - Members of the Port community strongly encouraged to attend

2. Consideration of Accepting the Financial Memo for March 2024. (Michael Poole)

3. Consideration of Approving the List of Disposals, the Legal Bills, and the Commissioner Minor Expenses for March 2024 (Patricia Poston)

4. Consideration of Accepting the Statistical Report, the Aging Report, and the List of Bills for March 2024 (Patricia Poston)

After presentation of the financial reports for March 2024, Commissioner Allender made the motion to accept the Financial Memo, approve the List of Disposals, the Legal Bills, and the Commissioner Minor Expenses, and to accept the Statistical Report, the Aging Report and the List of Bills for February 2024 (#2, #3 and #4). Commissioner Markey seconded the motion. The motion passed 5/0.

5. Capital Project Update for April 2024.

PUBLIC COMMENT ON CONSENT AGENDA: None

CONSENT AGENDA:
No Consent Agenda Items were pulled for discussion.

Consent items 1A, 1B, 1C, 1D, and 1E were motioned for approval by Commissioner Allender and seconded by Commissioner Markey. The motion passed 5/0.

PUBLIC COMMENT: None

COMMISSIONER REPORTS/DISCUSSION:

Commissioner VanVolkenburgh attended Seatrade and spoke regarding the event.

Commissioner Justice attended a couple of CivMil events and Coast Guard National Foundation event. He congratulated staff for their good job at the Joint Military Attache event. He promoted the next Propeller Club Luncheon and spoke about the Coast Guard Cutter Confidence.

Commissioner Allender had nothing to add.

Commissioner Markey had nothing to add.

Chairman Loyd also attend Seatrade and spoke about the event.

The meeting was adjourned at 10:03 am until the next meeting scheduled for Wednesday, May 22, 2024 at 9:00 am.

CANAVERAL PORT AUTHORITY

ATTEST

Micah Loyd, Chairman

Jerry Allender, Secretary/Treasurer

Meeting Date

May 22, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Executive
Requested Action:	CEO Report
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

Meeting Date

May 22, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Finance
Requested Action:	Consideration of Accepting the Financial Memo for April 2024 (Michael Poole).
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[REPORTS_FIN_CFO MEMO_052224.pdf](#)



MEMORANDUM

TO: John Murray, CEO
FROM: Michael Poole, CFO
DATE: May 14, 2024
SUBJECT: Unaudited financial results – FY 2024 April

The following is a summary of the financial results through April for FY 2024 as compared to the budget.

REVENUES

Operating Revenues

For the Fiscal Year, Operating Revenues are \$113.4 m, which is \$2.5 m above budget.

Cruise Revenue:

For the fiscal year, total cruise revenue (including parking) is \$92.4 and is \$2.1 m above budget. There have been 553 cruise calls (Home Port & Port of Call) and 4,519,510 multi-day passengers. Cruise calls are near budget and passengers are ahead of budget.

In April, there were 610,481 passengers generated from 74 cruise calls.

Cargo Revenue:

The Port generated cargo revenue (port fees and rent) of \$14 m which is \$41 k above budget. For the fiscal year, there were 277 cargo calls and 3,989,774 tons. Granite and slag are above budget. Forest Products, salt, limestone and fuel are below budget.

In April, there were 41 cargo calls and 564,220 tons.

Leases/Recreation/Misc. Revenue:

Lease revenue of \$2.8 m is \$275 k above budget. Recreation revenue (Jetty Park) of \$2.5 m is \$30 k above budget. Miscellaneous revenue of \$1.7 m is \$62 k above budget.

EXPENSES

Operating Expenses:

Operating expenses are \$68.5 m and are \$3 m below the budget with savings in service contracts, salaries, promotions, insurance and engineering.

Operating Income (Loss):

Operating Income is \$44.9 m and is 5.5 m above the budget.

Non-Operating Revenues:

Non-operating revenues consist of earnings on cash balances, revenues from grant administration, and gain on capital asset disposals. Total revenues from these sources for FY 2024 are \$7 m.

Non-Operating Expenses:

Non-operating expenses consist primarily of interest expense on outstanding loans and bonds. For Fiscal Year 2024, this amount is \$7.1 m.

Addition to Net Position for Debt Reduction and Port Development:

The Addition to Net Position for Debt Reduction and Port Development is \$44.8 m.

Attachments –

Income Statement – April 2023

Statement of Net Position – April 2023



**Canaveral Port Authority
Income Statement YTD
April 2024**

	Current Month Actual	Current Month Budget	Budget Variance	Prior Year Month Actual	Current YTD Actual	Current YTD Budget	Budget Variance	Prior Year Actual
REVENUES								
Cruise	8,811,631	9,312,720	(501,089)	10,891,335	65,689,301	63,818,730	1,870,571	71,070,284
Cruise Parking	3,624,326	4,423,127	(798,801)	4,111,365	26,741,540	26,495,236	246,304	25,953,250
Cargo	1,965,504	1,764,046	201,458	1,549,279	14,024,463	13,983,060	41,403	12,209,529
Leases	395,713	360,806	34,907	418,256	2,805,285	2,530,683	274,602	2,996,855
Recreation	375,230	361,890	13,340	364,391	2,489,790	2,460,258	29,532	2,442,594
Miscellaneous	212,784	232,579	(19,795)	267,219	1,689,802	1,628,054	61,748	1,776,432
TOTAL OPERATING REVENUES	\$ 15,385,188	\$ 16,455,168	\$ (1,069,980)	\$ 17,601,845	\$ 113,440,180	\$ 110,916,021	\$ 2,524,159	\$ 116,448,944
EXPENSES								
Operations	1,466,942	1,688,911	(221,969)	1,105,414	9,760,687	10,383,402	(622,715)	7,920,315
Facilities	1,404,847	1,319,096	85,751	1,032,616	9,228,475	9,369,013	(140,538)	7,559,703
Parks and Recreation	173,314	169,774	3,540	170,827	1,213,999	1,203,713	10,286	1,219,513
Public Safety	1,078,945	1,074,987	3,958	950,660	7,548,391	7,547,826	565	6,590,802
Fire Training Facility	46,969	32,083	14,886	36,446	176,049	224,581	(48,532)	193,619
Commission	28,466	31,122	(2,656)	38,952	190,458	220,494	(30,036)	189,803
Executive	148,603	283,476	(134,873)	167,664	1,452,936	2,123,515	(670,579)	1,163,935
Finance & Accounting	198,085	155,379	42,706	143,881	1,202,441	1,252,597	(50,156)	1,162,758
Administrative Services	862,797	971,748	(108,951)	716,576	6,116,364	6,920,966	(804,602)	5,043,708
Engineering & Environmental	145,037	213,646	(68,609)	158,548	1,281,352	1,550,697	(269,345)	1,186,105
Business Development	77,435	98,585	(21,150)	68,166	617,449	714,302	(96,853)	525,172
Tenant & Property Development	24,405	32,303	(7,898)	22,777	204,367	276,796	(72,429)	234,411
Government & Strategic Comm.	106,813	137,812	(30,999)	81,812	838,124	999,608	(161,484)	754,048
Depreciation	4,094,680	4,104,419	(9,739)	4,233,214	28,667,616	28,730,933	(63,317)	29,630,904
OPERATING EXPENSES	9,857,337	10,313,341	(456,004)	8,927,553	68,498,707	71,518,443	(3,019,736)	63,374,795
OPERATING INCOME (LOSS)	5,527,850	6,141,827	(613,977)	8,674,292	44,941,473	39,397,578	5,543,895	53,074,149
NON-OPERATING REVENUES	929,009	625,416	303,593	743,076	7,005,358	4,377,912	2,627,446	14,318,332
NON-OPERATING EXPENSES	1,067,811	1,027,110	40,701	1,034,073	7,189,620	7,286,543	(96,923)	7,284,888
ADDITION TO NET POSITION FOR DEBT REDUCTION AND PORT DEVELOPMENT	\$ 5,389,048	\$ 5,740,133	\$ (351,085)	\$ 8,383,296	\$ 44,757,212	\$ 36,488,947	\$ 8,268,265	\$ 60,107,593



Canaveral Port Authority

Statements of Net Position

April 2024

	April 2024	April 2023
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 73,328,795	\$ 59,953,711
Cash and cash equivalents - restricted	3,809,325	3,653,098
Cash designated for capital projects	145,805,745	112,968,413
Accounts receivable, net	12,142,931	21,666,932
Prepaid expenses	1,449,722	1,278,012
Due from other governmental units	7,308,354	1,476,435
Inventory	718,314	605,840
Other receivables, current	18,631	18,631
TOTAL CURRENT ASSETS	\$ 244,581,817	\$ 201,621,073
NONCURRENT ASSETS		
Cash & cash equivalents - restricted	12,930,729	12,770,940
Other receivables and deposits, long term	10,459,117	5,459,117
Capital Assets, Net of Accumulated Depreciation	706,386,030	656,798,295
TOTAL NONCURRENT ASSETS	\$ 729,775,877	\$ 675,028,352
TOTAL ASSETS	\$ 974,357,693	\$ 876,649,425
DEFERRED OUTFLOWS OF RESOURCES	\$ 443,692	\$ 544,227
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 12,075,070	\$ 7,570,795
Accrued compensated balances	787	2,724
Unearned Revenue	885,189	1,018,659
Payroll and sales tax payable	307,439	351,845
Revenue bonds payable, current	11,479,083	10,514,167
Other liabilities, current	5,053,015	1,807,839
Payable from restricted assets:		
Accrued interest payable	4,893,115	5,066,281
Revenue bonds payable, current	682,917	650,833
TOTAL CURRENT LIABILITIES	\$ 35,376,614	\$ 26,983,141
NONCURRENT LIABILITIES		
Revenue bonds payable, less current portion	\$ 340,544,240	\$ 357,697,222
Line of credit	21,000,000	21,000,000
Other noncurrent liabilities	4,649,954	3,896,265
TOTAL NONCURRENT LIABILITIES	\$ 366,194,193	\$ 382,593,487
TOTAL LIABILITIES	\$ 401,570,807	\$ 409,576,629
DEFERRED INFLOWS OF RESOURCES	\$ 1,529,134	\$ 1,301,323
NET POSITION		
Invested in capital assets, net of related debt	\$ 341,784,919	\$ 271,485,612
Restricted for future debt service	12,930,729	12,770,940
Unrestricted	216,985,796	182,059,148
TOTAL NET POSITION	\$ 571,701,444	\$ 466,315,700
TOTAL LIABILITIES AND NET POSITION	\$ 974,801,385	\$ 877,193,651

Meeting Date

May 22, 2024

**AGENDA ITEM REQUEST**

Section:	
Item Number:	
Department:	Finance
Requested Action:	Consideration of Approving the List of Disposals, Legal Bills and Commissioner Minor Expenses for April 2024. (Pat Poston)
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	.

Attachments:[REPORTS_FIN_DISPOSALS 05.22.24.pdf](#)[REPORTS_FIN_LEGAL BILLS_05.22.24_Public.pdf](#)[REPORTS_FIN_COMMISSIONER MINOR EXPENSES_05.22.2024_Public.pdf](#)

Item Description	FAM Asset ID	Make	Model	Remaining Book Balance	Reason	Requested By	Disposal Method
Truck w/dump bed L-2206	FAM002038	Ford L-2206	F-550	\$ -	Obsolete	Brian Carroll	Auction
Switch	FAM002272	Extreme	Summit X440-9P	\$ -	Obsolete	Mark Lorusso	Recycle
Switch	FAM001382	Extreme	Summit X460-24p	\$ -	Obsolete	Mark Lorusso	Recycle
Switch	FAM001383	Extreme	Summit X460-24p	\$ -	Obsolete	Mark Lorusso	Recycle
Switch	FAM001389	Extreme	Summit X460-24p	\$ -	Obsolete	Mark Lorusso	Recycle
Switch	FAM001392	Extreme	Summit X460-24p	\$ -	Obsolete	Mark Lorusso	Recycle
Switch	FAM001393	Extreme	Summit X460-24p	\$ -	Obsolete	Mark Lorusso	Recycle
Switch	FAM001384	Extreme	Summit X460-24p	\$ -	Obsolete	Mark Lorusso	Recycle
Server	FAM001297	Dell	PowerEdge R720	\$ -	Obsolete	Mark Lorusso	Recycle
Hand Held Computer & Printer Base	FAM001947	Casio	IT90000E-MC25E	\$ -	Obsolete	Mark Lorusso	Recycle
Switch	FAM001280	Extreme	Summit X460-24p	\$ -	Obsolete	Mark Lorusso	Recycle
Switch - Split	FAM001192	Extreme	Summit X460-48P	\$ -	Obsolete	Mark Lorusso	Recycle
Monitor LED 32	FAM002970	Samsung	S32D850T	\$ -	Obsolete	Mark Lorusso	Recycle
Total				<u>\$ -</u>			



Canaveral Port Authority
Summary of Legal Bills for approval
Commission Meeting 05/22/2024

Invoice#	Firm	Amount	
April 1 - April 30, 2024	Stromire Bistline & Miniclier	\$	3,100.00
921044	Ford Harrison	\$	288.00
		Total	\$ 3,388.00

76P



MEMORANDUM

TO: John Murray
Chief Executive Officer

FROM: Pat Poston
Senior Director, Finance

DATE: 5/16/2024

SUBJECT: Commissioner Minor Expenses

Commissioner Minor expenses submitted are as follows for
Commission meeting to be held on May 22, 2024

Commissioner Allender	\$ -
Commissioner VanVolkenburgh	\$ -
Commissioner Justice	\$ 202.47
Commissioner Loyd	\$ -
Commissioner Markey	<u>\$ -</u>
Total Monthly Minor Expense	<u>\$ 202.47</u>

Meeting Date

May 22, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Finance
Requested Action:	Consideration of Accepting the Statistical Report, the Aging Report, and the List of Bills for April 2024 (Pat Poston).
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[REPORTS_FIN_STATISTICAL_05.22.24.pdf](#)

[REPORTS_FIN_LIST OF BILLS_05.22.24.pdf](#)

[REPORTS_FIN_AGING_052224-ppr.pdf](#)

CANAVERAL PORT AUTHORITY
STATISTICAL REPORT FOR April 2024

SHIP CALLS:	YTD FY2024			YTD FY2023			April 2024			April 2023		
Cargo	277			296		-6.42%	41			42		-2.38%
Layberth / Other	129			83		55.42%	12			10		20.00%
Cruise - Multi-Day	1,281.0			551.0		132.49%	74.0			80.5		-8.07%
Cruise - Gaming (Single Day)	322			305.0		5.57%	50			44.0		13.64%
TOTAL SHIP CALLS:	2,009.0			1,235.0		62.67%	177.0			176.5		0.28%
SHIP DAYS ON BERTH:	3,145.0			2,990		5.18%	423.0			424		-0.24%
CARGO TONNAGE (short tons):												
Aggregate	673,646			605,837		11.19%	112,023			50,049		123.83%
Containers	1,613			9,094		-82.26%	235			363		-35.40%
Dry Bulk Cargo	637,008			623,491		2.17%	102,984			167,541		-38.53%
Break Bulk Cargo	98,120			94,944		3.35%	11,773			7,580		55.32%
Lumber (302,665 1000'sBF / 444,325 1000'sBF)	453,996			667,988		-32.04%	72,476			49,763		45.64%
Machinery, Equipment (W/M)	3,106			1,232		152.21%	308			468		-34.15%
Petroleum & LNG	2,122,284			2,189,287		-3.06%	264,421			374,333		-29.36%
TOTAL CARGO TONNAGE:	3,989,774			4,191,874		-4.82%	564,220			650,096		-13.21%
Passenger Counts - Single Day/Gaming	75,569	322		81,608	305	-7.40%	11,751	50		12,577	44	-6.57%
CARGO REVENUE:	\$	8,702,254		\$	9,054,420	-3.89%	\$	1,202,117		\$	1,112,331	8.07%
LAYBERTH/OTHER REVENUE:	\$	1,061,781		\$	590,386	79.85%	\$	101,667		\$	49,364	105.95%
CRUISE - SINGLE DAY/GAMING REVENUE:	\$	685,967		\$	653,387	4.99%	\$	134,220		\$	99,934	34.31%
GRAND TOTAL CARGO / OTHER REVENUE:	\$	10,450,002		\$	10,298,193	1.47%	\$	1,438,004		\$	1,261,629	13.98%
	<u>Units</u>	<u>TEU'S</u>		<u>Units</u>	<u>TEU'S</u>		<u>Units</u>	<u>TEU'S</u>		<u>Units</u>	<u>TEU'S</u>	
CONTAINERS-# LOAD	117	138		478	541		30	36		39	41	
CONTAINERS-# EMP'Y	267	275		742	1905		1	1		40	108	

**CANAVERAL PORT AUTHORITY
STATISTICAL REPORT FOR April 2024**

	YTD FY2024		YTD FY2023			April 2024		April 2023			
* CRUISE PASSENGERS	* Rev. Psgrs. = embarking, debarking, Intransit passengers						* Rev. Psgrs. = embarking, debarking, Intransit passengers				
MULTI-DAY CRUISE PASSENGERS:	PSGRS	VOY'G	PSGRS	VOY'G		PSGRS	VOY'G	PSGRS	VOY'G		
Carnival Cruise Lines											
Elation - HP	3	1	-	-	100.00%	-	-	-	-		
Freedom - HP	245,156	36	305,747	49.0	-19.82%	37,977	5.5	49,906	7.0	-23.90%	
Legend - POC	3	0.5	-	-	100.00%	-	-	-	-		
Liberty - HP	414,606	61	397,739	60.0	4.24%	62,579	9	56,198	8.0	11.35%	
Magic - HP	-	-	213,425	27.0	-100.00%	-	-	41,376	5.0	-100.00%	
Mardi Gras - HP	357,956	30.50	361,483	31.5	-0.98%	47,645	4	60,458	5.0	-21.19%	
Vista - HP	174,132	20.50	-	-	100.00%	35,011	4	-	-		
Aurora (CCL Affiliate) - POC	1,682	1	-	-	100.00%	-	-	-	-		
Costa Deliziosa (CCL Affiliate) - POC	-	-	1,643	1.0	-100.00%	-	-	1,643	1.0	-100.00%	
Nieuw Statendam (CCL Affiliate) - POC	-	-	2,236	1.0	-100.00%	-	-	-	-		
Queen Victoria (CCL Affiliate) - POC	1,816	1	-	-	100.00%	-	-	-	-		
Ventura (CCL Affiliate) - POC	2,851	1	2,391	1.0	19.24%	-	-	-	-		
Zaandam (CCL Affiliate) - POC	1,326	1	-	-	100.00%	-	-	-	-		
Zuiderdam (CCL Affiliate) - POC	1,835	1	-	-	100.00%	-	-	-	-		
Disnev Cruise Lines											
Fantasy - HP	215,734	30	212,762	31.0	1.40%	28,623	4	37,824	5.0	-24.33%	
Wish - HP	461,985	61	431,894	60.0	6.97%	68,874	9	61,008	8.0	12.89%	
MSC Cruises											
Divina - HP	-	-	7,713	2.0	-100.00%	-	-	-	-		
Meraviglia - HP & POC	74,377	17	295,704	39.5	-74.85%	5,332	1	22,819	3.0	-76.63%	
Seashore - HP	321,648	32.5	-	-	100.00%	38,602	4	28,642	3.5	34.77%	
Seaside - HP	89,366	11	28,642	3.5	212.01%	-	-	-	-		
Explora I (MSC Affiliate) - POC	142	1	-	-	100.00%	-	-	-	-		
Norwegian Cruise Lines											
Epic - HP	152,528	17	-	-	100.00%	8,302	1	-	-		
Escape - POC	193,885	20	197,609	21.0	-1.88%	5,132	0.50	25,323	2.5	-79.73%	
Gem - POC	-	-	4,050	2.0	-100.00%	-	-	-	-		
Getaway - HP & POC	-	-	97,267	18.5	-100.00%	-	-	21,720	4.0	-100.00%	
Jade - POC	12,263	2.5	-	-	100.00%	12,263	2.50	-	-		
Joy - HP	-	-	3,058	0.5	-100.00%	-	-	-	-		
Prima - HP	-	-	97,531	15.0	-100.00%	-	-	-	-		
Sun - HP	1,785	0.5	-	-	100.00%	-	-	-	-		
Riviera (NCL Affiliate) - POC	-	-	1,002	1.0	-100.00%	-	-	-	-		
Vista (NCL Affiliate) - POC	1,126	1	-	-	100.00%	-	-	-	-		
Other Cruise Lines - POC											
American Glory - POC	56	1.5	-	-	100.00%	-	-	-	-		
Borealis - POC	938	1	-	-	100.00%	-	-	-	-		
Royal Caribbean Int'l											
Adventure of the Sea - HP	181,243	25	-	-	100.00%	30,055	4	-	-		
Allure of the Seas - HP	652,060	52.5	-	-	100.00%	107,500	9	-	-		
Anthem of the Seas - POC	89,647	19	87,462	19.0	2.50%	19,080	4	18,885	4.0	1.03%	
Enchantment of the Seas - HP	-	-	35,035	15.5	-100.00%	-	-	5,075	2.0	-100.00%	
Harmony of the Seas - HP	-	-	62,579	5.5	-100.00%	-	-	-	-		
Independence of the Seas - POC	66,942	8	418,899	49.0	-84.02%	-	-	72,036	8.0	-100.00%	
Jewel of the Sea - HP	-	-	118,086	26.5	-100.00%	-	-	18,813	4.0	-100.00%	
Mariner of the Seas - HP	317,292	42.5	270,998	38.0	17.08%	45,467	6	41,005	5.5	10.88%	
Oasis of the Seas - HP	24,903	4	22,998	4.0	8.28%	-	-	-	-		
Vison of the Seas - POC	27,851	13.5	-	-	100.00%	3,658	2.50	-	-		
Wonder of the Seas - HP	411,218	31	333,105	27.0	23.45%	54,381	4	66,787	5.0	-18.58%	
TUI Cruises											
Marella Discovery - HP & POC	16,034	5	-	-	100.00%	-	-	-	-		
Mein Schiff 1 (RCI Affiliate) - POC	-	-	4,806	2.0	-100.00%	-	-	-	-		
Mein Schiff 6 (RCI Affiliate) - POC	5,121	2	-	-	100.00%	-	-	-	-		
TOTAL MULTI-DAY PASSENGERS:	4,519,510	553.0	4,015,864	551.0	12.54%	610,481	74.0	629,518	80.5	-3.02%	
TOTAL MULTI-DAY CRUISE REVENUE:		\$ 92,371,700		\$ 96,370,146	-4.15%		\$ 12,426,860		\$ 14,902,766	-16.61%	
GRAND TOTAL CARGO/CRUISE/GAMING REVENUE:		\$ 102,821,702		\$ 106,668,339	-3.61%		\$ 13,864,864		\$ 16,164,395	-14.23%	

76P

Canaveral Port Authority
CPA List of Bills
April 1, 2024 - April 30, 2024

Date	Document Number	Type	Name	Amount
4/4/2024	155613	Bill Payment	Atlantic Southern Paving & Sealcoating	(\$11,655.00)
4/4/2024	155614	Bill Payment	Tint by Tate LLC	(\$4,785.00)
4/4/2024	155615	Bill Payment	Gray Robinson PA	(\$7,333.33)
4/4/2024	155616	Bill Payment	East Coast Fence & Guardrail of Brev	(\$1,273.13)
4/4/2024	155617	Bill Payment	Experian Information Solutions Inc	(\$3,955.35)
4/4/2024	155618	Bill Payment	Gulf Coast Panama Jack	(\$1,532.90)
4/4/2024	155619	Bill Payment	NG Production Films Inc	(\$1,500.00)
4/4/2024	155620	Bill Payment	DEX Imaging LLC	(\$878.97)
4/4/2024	155621	Bill Payment	GreatAmerica Financial Services Corporat	(\$1,907.13)
4/4/2024	155622	Bill Payment	BCI Integrated Solutions	(\$6,171.36)
4/4/2024	155623	Bill Payment	Olsen Associates Inc	(\$7,606.78)
4/4/2024	155624	Bill Payment	Cody Talbert Distribution	(\$1,018.68)
4/4/2024	155625	Bill Payment	Brevard County Sheriffs Office	(\$39,233.25)
4/4/2024	155626	Bill Payment	EPI Construction Inc	(\$4,817.86)
4/4/2024	155627	Bill Payment	Florida Bulb and Ballast	(\$2,860.00)
4/4/2024	155628	Bill Payment	FedEx	(\$91.18)
4/4/2024	155629	Bill Payment	Kool Breeze Ice Co	(\$183.00)
4/4/2024	155630	Bill Payment	Southern Lock & Supply	(\$2,605.64)
4/4/2024	155631	Bill Payment	Northern Safety Co Inc	(\$457.08)
4/4/2024	155632	Bill Payment	Safety Products Inc	(\$427.45)
4/4/2024	155633	Bill Payment	Grainger Industrial Supply	(\$2,610.14)
4/4/2024	155634	Bill Payment	Keep Brevard Beautiful	(\$3,038.04)
4/4/2024	155635	Bill Payment	ITDS dba Volta Coatings	(\$1,439.28)
4/4/2024	155636	Bill Payment	Graybar Electric Co Inc	(\$1,117.20)
4/4/2024	155637	Bill Payment	Integrated Cooling Solutions LLC	(\$419,445.00)
4/4/2024	155638	Bill Payment	Brevard Achievement Center Enterprises L	(\$237,800.82)
4/4/2024	155639	Bill Payment	Amerigas	(\$1,002.02)
4/4/2024	155640	Bill Payment	Arthur J Gallagher Risk Management Serv	(\$58,333.33)
4/4/2024	155641	Bill Payment	Mercury Hydraulics LLC	(\$1,085.60)
4/4/2024	155642	Bill Payment	All-Rite Fence Services Inc	(\$9,791.55)
4/4/2024	155643	Bill Payment	Rockledge Winsupply Inc	(\$1,761.12)
4/4/2024	155644	Bill Payment	National Hospitality Supply Inc	(\$522.21)
4/4/2024	155645	Bill Payment	Thaxton, Craig	(\$4,060.10)
4/4/2024	155646	Bill Payment	DynaFire LLC	(\$2,124.00)
4/4/2024	155647	Bill Payment	The Sherwin Williams Company	(\$618.39)
4/4/2024	155648	Bill Payment	Duval Ford	(\$26,636.97)
4/4/2024	155649	Bill Payment	Bucks Unlimited	(\$1,053.56)
4/4/2024	155650	Bill Payment	Leland's Tree Service Inc	(\$4,000.00)
4/4/2024	155651	Bill Payment	Florida High Speed Internet	(\$1,025.00)
4/4/2024	155652	Bill Payment	GO Signs	(\$1,237.50)
4/4/2024	155653	Bill Payment	Safety Shoe Distributors LLC	(\$540.90)
4/4/2024	155654	Bill Payment	Advantage Concrete of Florida Inc	(\$415.00)
4/4/2024	155655	Bill Payment	Excell Coatings	(\$3,030.00)
4/4/2024	155656	Bill Payment	Preferred Commercial & Industrial Service:	(\$28,345.00)
4/4/2024	155657	Bill Payment	Schindler Elevator Corporation	(\$828.80)
4/4/2024	155658	Bill Payment	Bond Plumbing Supply Inc	(\$691.35)
4/4/2024	155659	Bill Payment	Amazon Business	(\$1,104.48)
4/4/2024	155660	Bill Payment	West Marine Pro	(\$2,027.61)
4/4/2024	155661	Bill Payment	A Greener Side by Boss Landscaping Inc	(\$2,407.00)
4/4/2024	155662	Bill Payment	BTM Coaches Inc	(\$78,955.96)
4/4/2024	155663	Bill Payment	PPG Architectural Finishes Inc	(\$623.07)
4/4/2024	155664	Bill Payment	Boggs Fire Equipment Inc	(\$56.42)
4/4/2024	155665	Bill Payment	R.E. Michel Company LLC	(\$1,016.68)
4/4/2024	155666	Bill Payment	Johnstone Supply	(\$2,603.71)
4/4/2024	155667	Bill Payment	Universal Environmental Services LLC	(\$125.00)

4/4/2024	155668	Bill Payment	SKYHELM LLC	(\$18,578.10)
4/4/2024	155669	Bill Payment	Carrier Enterprise LLC	(\$2,091.02)
4/4/2024	155670	Bill Payment	Spinutech	(\$1,050.00)
4/4/2024	155671	Bill Payment	Jessee , Raymond	(\$3,425.00)
4/4/2024	155672	Bill Payment	Humana Insurance Company	(\$1,912.41)
4/4/2024	155673	Bill Payment	Kings III Emergency Communications	(\$259.19)
4/4/2024	155674	Bill Payment	Boulevard Tire Center	(\$297.50)
4/4/2024	155675	Bill Payment	Oracle America Inc	(\$179.99)
4/4/2024	155676	Bill Payment	AMA American Management Association	(\$805.04)
4/4/2024	155677	Bill Payment	Howard , Robert	(\$240.00)
4/4/2024	155678	Bill Payment	James Taylor Lewis , Zachari	(\$86.00)
4/4/2024	155679	Bill Payment	The Vernon Company	(\$1,834.28)
4/4/2024	155680	Bill Payment	888 Transportation LLC	(\$8,612.50)
4/4/2024	155681	Bill Payment	A1 Airport Connection and Car Services	(\$500.00)
4/4/2024	155682	Bill Payment	Pearl, Harry	(\$459.94)
4/4/2024	155683	Bill Payment	Bakr, Ahmed	(\$264.65)
4/4/2024	155684	Bill Payment	Ussa , Yury	(\$469.95)
4/4/2024	155685	Bill Payment	Florida Seaports Council Inc	(\$57,400.00)
4/4/2024	155686	Bill Payment	Littler Mendelson PC	(\$3,570.00)
4/4/2024	155687	Bill Payment	Ford & Harrison LLP	(\$1,760.00)
4/4/2024	155688	Bill Payment	PFM Asset Management LLC	(\$2,604.59)
4/4/2024	155689	Bill Payment	Stromire Bistline Miniclier	(\$5,794.25)
4/4/2024	155690	Bill Payment	Davis, Jerome I	(\$567.10)
4/4/2024	155691	Bill Payment	American Guard Services Inc	(\$1,858.86)
4/4/2024	155692	Bill Payment	Trane U.S. Inc	(\$192,904.40)
4/4/2024	155693	Bill Payment	United Parcel Service	(\$52.89)
4/4/2024	155694	Bill Payment	Glover Oil Co Inc	(\$10,803.82)
4/4/2024	155695	Bill Payment	Raybro Electric Supplies	(\$14,016.31)
4/4/2024	155696	Bill Payment	Hansen, Shirley	(\$35.00)
4/4/2024	155697	Bill Payment	UniFirst Corporation	(\$1,162.00)
4/4/2024	155698	Bill Payment	Canaveral Fire Rescue	(\$32,879.91)
4/4/2024	155699	Bill Payment	Reyes , Ricardo	(\$258.00)
4/4/2024	155700	Bill Payment	Ace Hardware of Cape Canaveral	(\$1,570.61)
4/4/2024	155701	Bill Payment	Stromquist, Kyle	(\$80.00)
4/4/2024	155702	Bill Payment	Brevard County BOCC	(\$340.00)
4/4/2024	155703	Bill Payment	Leasure, Shaun	(\$240.00)
4/4/2024	155704	Bill Payment	Applicant Insight Inc	(\$238.00)
4/4/2024	155705	Bill Payment	MedFast Urgent Care Centers LLC	(\$1,480.00)
4/4/2024	155706	Bill Payment	Newell, Allie	(\$258.00)
4/4/2024	155707	Bill Payment	Petty Cash	(\$385.33)
4/4/2024	155708	Bill Payment	Finfrook Industries Inc	(\$6,830.00)
4/4/2024	155709	Bill Payment	Bobbs Fire Equipment Inc	(\$2,260.00)
4/4/2024	155710	Bill Payment	Fastenal	(\$2,807.87)
4/5/2024	155711	Bill Payment	Jacobs Engineering Group Inc	(\$106,617.25)
4/5/2024	155712	Bill Payment	Paul Bridges & Associates LLC	(\$37,604.07)
4/5/2024	155713	Bill Payment	Safeware Inc	(\$151,685.39)
4/5/2024	155714	Bill Payment	Ivey's Construction Inc	(\$60,946.43)
4/5/2024	155715	Bill Payment	Coastal Construction Products LLC	(\$4,242.86)
4/5/2024	155716	Bill Payment	Atkins North America Inc	(\$449.96)
4/5/2024	155717	Bill Payment	Waste Pro of Florida	(\$11,060.10)
4/5/2024	155718	Bill Payment	Reynolds Smith and Hills Inc (RS&H)	(\$26,889.28)
4/5/2024	155719	Bill Payment	RUSH Marine LLC	(\$55,793.50)
4/5/2024	155720	Bill Payment	RUSH Marine LLC	(\$405,552.34)
4/5/2024	155721	Bill Payment	RUSH Marine LLC	(\$63,963.19)
4/5/2024	155722	Bill Payment	W & J Construction Corporation	(\$89,494.92)
4/5/2024	155723	Bill Payment	Justo, Julinet	(\$94.39)
4/5/2024	155724	Bill Payment	Atkins North America Inc	(\$9,178.26)
4/5/2024	155725	Bill Payment	W & J Construction Corporation	(\$46,596.55)
4/5/2024	155726	Bill Payment	Cruise Line International Assoc	(\$5,000.00)
4/5/2024	155727	Bill Payment	German, David	(\$189.26)
4/5/2024	155728	Bill Payment	Lisa Cullen Tax Collector	(\$9,747.25)
4/18/2024	155729	Bill Payment	Aflac Group	(\$1,004.86)
4/18/2024	155730	Bill Payment	Port Canaveral Transit LLC	(\$30.04)

4/18/2024	155731	Bill Payment	Gannett Florida LocaliQ	(\$18.63)
4/18/2024	155732	Bill Payment	Cruise Industry News	(\$3,005.00)
4/18/2024	155733	Bill Payment	Brevard Zoo	(\$5,000.00)
4/18/2024	155734	Bill Payment	Canaveral Fire Rescue	(\$223,927.50)
4/18/2024	155735	Bill Payment	Canaveral Fire Rescue	(\$14,229.08)
4/18/2024	155736	Bill Payment	Brevard County Sheriffs Office	(\$691,078.00)
4/18/2024	155737	Bill Payment	PCMTA	(\$10,833.33)
4/18/2024	155738	Bill Payment	Bluepoints Marina at Port Canaveral	(\$759.49)
4/18/2024	155739	Bill Payment	PFM Financial Advisors LLC	(\$4,600.00)
4/18/2024	155740	Bill Payment	Webiplex dba Pairsoft	(\$18,470.00)
4/18/2024	155741	Bill Payment	Rojo Enterprises	(\$3,250.00)
4/18/2024	155742	Bill Payment	Alerion Door & Glass Inc	(\$175.00)
4/18/2024	155743	Bill Payment	GreatAmerica Financial Services Corporat	(\$1,998.93)
4/18/2024	155744	Bill Payment	TDS Management LLC (SA Company)	(\$566.03)
4/18/2024	155745	Bill Payment	Rockledge Winsupply Inc	(\$601.46)
4/18/2024	155746	Bill Payment	Ambassador Services International LLC	(\$3,128.75)
4/18/2024	155747	Bill Payment	Quench USA Inc	(\$1,383.00)
4/18/2024	155748	Bill Payment	Brevard County Sheriffs Office	(\$37,634.75)
4/18/2024	155749	Bill Payment	Roxtar LLC	(\$315.00)
4/18/2024	155750	Bill Payment	ADM II Exhibits & Displays Inc	(\$750.00)
4/18/2024	155751	Bill Payment	Newsom Oil Company	(\$704.50)
4/18/2024	155752	Bill Payment	Nationwide	(\$635.92)
4/18/2024	155753	Bill Payment	Florida Door Control of Orlando Inc	(\$1,136.00)
4/18/2024	155754	Bill Payment	Worktango Inc	(\$2,500.00)
4/18/2024	155755	Bill Payment	F.J. Nugent & Associates Inc	(\$10,291.00)
4/18/2024	155756	Bill Payment	SilverTech Inc	(\$5,750.00)
4/18/2024	155757	Bill Payment	United Rentals (North America) Inc	(\$1,753.74)
4/18/2024	155758	Bill Payment	Tint by Tate LLC	(\$1,736.30)
4/18/2024	155759	Bill Payment	DEX Imaging LLC	(\$625.49)
4/18/2024	155760	Bill Payment	Your Laundry Butler	(\$2,947.59)
4/18/2024	155761	Bill Payment	The Greater Palm Bay Chamber	(\$650.00)
4/18/2024	155762	Bill Payment	HR Direct	(\$2,174.85)
4/18/2024	155763	Bill Payment	Amazon Business	(\$479.18)
4/18/2024	155764	Bill Payment	American Gift Corp	(\$1,191.41)
4/18/2024	155765	Bill Payment	Kool Breeze Ice Co	(\$516.00)
4/18/2024	155766	Bill Payment	Pro Audio Video Inc	(\$36,118.92)
4/18/2024	155767	Bill Payment	Ace Hardware of Cape Canaveral	(\$3,728.46)
4/18/2024	155768	Bill Payment	Trane U.S. Inc	(\$113,146.38)
4/18/2024	155769	Bill Payment	Musco Sports Lighting LLC	(\$98,960.00)
4/18/2024	155770	Bill Payment	BTM Coaches Inc	(\$77,178.42)
4/18/2024	155771	Bill Payment	888 Transportation LLC	(\$17,937.50)
4/18/2024	155772	Bill Payment	Uline Inc	(\$2,946.94)
4/18/2024	155773	Bill Payment	Morse Communications Inc	(\$2,304.00)
4/18/2024	155774	Bill Payment	Bond Plumbing Supply Inc	(\$311.64)
4/18/2024	155775	Bill Payment	Staples Inc	(\$785.27)
4/18/2024	155776	Bill Payment	Waste Pro of Florida	(\$574.75)
4/18/2024	155777	Bill Payment	Murray, John	(\$195.72)
4/18/2024	155778	Bill Payment	USPS - Hasler Modular Mailing Systems	(\$1,000.00)
4/18/2024	155779	Bill Payment	City of Cocoa	(\$112,166.63)
4/18/2024	155780	Bill Payment	Color Card Administrator Corp	(\$37.48)
4/18/2024	155781	Bill Payment	FedEx	(\$52.82)
4/18/2024	155782	Bill Payment	Boggs Fire Equipment Inc	(\$259.07)
4/18/2024	155783	Bill Payment	Raybro Electric Supplies	(\$1,297.32)
4/18/2024	155784	Bill Payment	Glover Oil Co Inc	(\$4,805.94)
4/18/2024	155785	Bill Payment	Cocoa Ford	(\$2,085.68)
4/18/2024	155786	Bill Payment	Advance Auto Parts	(\$73.26)
4/18/2024	155787	Bill Payment	GO Signs	(\$135.00)
4/18/2024	155788	Bill Payment	Grainger Industrial Supply	(\$2,077.29)
4/18/2024	155789	Bill Payment	DynaFire LLC	(\$1,382.50)
4/18/2024	155790	Bill Payment	Imperial Towing of Brevard LLC	(\$870.00)
4/18/2024	155791	Bill Payment	SiteOne Landscape Supply LLC	(\$1,044.64)
4/18/2024	155792	Bill Payment	Anderson Rentals Inc	(\$394.25)
4/18/2024	155793	Bill Payment	Cornelius , Samantha	(\$49.17)

4/18/2024	155794	Bill Payment	UniFirst Corporation	(\$1,220.32)
4/18/2024	155795	Bill Payment	Consolidated Electrical Distributors Inc (CE	(\$141.50)
4/18/2024	155796	Bill Payment	Home Depot (Store)	(\$1,727.78)
4/18/2024	155797	Bill Payment	Reflective Apparel Factory Inc	(\$1,728.63)
4/18/2024	155798	Bill Payment	Hershey's Ice Cream	(\$509.58)
4/18/2024	155799	Bill Payment	NAPA Auto Parts	(\$102.11)
4/18/2024	155800	Bill Payment	ABC Home And Commercial Services	(\$1,902.67)
4/18/2024	155801	Bill Payment	Butler, Phillip L	(\$258.00)
4/18/2024	155802	Bill Payment	Spinutech	(\$123.75)
4/18/2024	155803	Bill Payment	Florida Bulb and Ballast	(\$2,158.75)
4/18/2024	155804	Bill Payment	Motor City Restyling	(\$7,000.00)
4/18/2024	155805	Bill Payment	Gray Robinson PA	(\$7,333.33)
4/18/2024	155806	Bill Payment	Newell, Allie	(\$107.50)
4/18/2024	155807	Bill Payment	Howard , Robert	(\$100.00)
4/18/2024	155808	Bill Payment	Dalrymple, Dylan	(\$240.00)
4/18/2024	155809	Bill Payment	The Vernon Company	(\$2,045.19)
4/18/2024	155810	Bill Payment	American Guard Services Inc	(\$4,822.26)
4/18/2024	155811	Bill Payment	Barringer, Brian	(\$10,000.00)
4/18/2024	155812	Bill Payment	Johnstone Supply	(\$2,540.96)
4/18/2024	155813	Bill Payment	Safety Products Inc	(\$224.05)
4/18/2024	155814	Bill Payment	PPG Architectural Finishes Inc	(\$1,430.83)
4/18/2024	155815	Bill Payment	Jones Walker LLP	(\$13,000.00)
4/18/2024	155816	Bill Payment	TPH Holdings LLC dba The Parts House	(\$29.68)
4/18/2024	155817	Bill Payment	Dibble , Cory	(\$402.51)
4/18/2024	155818	Bill Payment	Bergeron , Peter	(\$1,714.82)
4/18/2024	155819	Bill Payment	Park Place Technologies LLC	(\$455.64)
4/18/2024	155820	Bill Payment	Southeast Services of CFL Inc	(\$10,673.00)
4/18/2024	155821	Bill Payment	Gulf Coast Panama Jack	(\$2,223.56)
4/18/2024	155822	Bill Payment	R.E. Michel Company LLC	(\$3,906.89)
4/18/2024	155823	Bill Payment	SHI International Corp	(\$1,370.00)
4/18/2024	155824	Bill Payment	Dell Marketing LP	(\$78.50)
4/18/2024	155825	Bill Payment	City of Cocoa Beach	(\$19,949.00)
4/18/2024	155826	Bill Payment	Southern Lock & Supply	(\$4,387.10)
4/18/2024	155827	Bill Payment	D&A Building Services Inc	(\$4,117.50)
4/18/2024	155828	Bill Payment	Jet-Vac Equipment Company LLC	(\$1,111.80)
4/18/2024	155829	Bill Payment	Beck Auto Sales Inc	(\$40,348.94)
4/18/2024	155830	Bill Payment	Hutman Marketing Corp	(\$4,050.00)
4/18/2024	155831	Bill Payment	Reyes, Victor F	(\$474.96)
4/18/2024	155832	Bill Payment	Orlando Delux Signature LLC	(\$500.00)
4/18/2024	155833	Bill Payment	Espinal, Yuliana G	(\$204.71)
4/18/2024	155834	Bill Payment	Mella , Francisco	(\$500.00)
4/18/2024	155835	Bill Payment	Danella Construction Corp of FL Inc	(\$7,673.50)
4/18/2024	155836	Bill Payment	Cockerham, Jeffrey	(\$500.00)
4/18/2024	155837	Bill Payment	Bucks Unlimited	(\$29.90)
4/18/2024	155838	Bill Payment	Tote Services LLC	(\$1,408.69)
4/18/2024	155839	Bill Payment	Southern Tape and Label Inc	(\$1,656.00)
4/18/2024	155840	Bill Payment	Gallagher Benefit Services Inc	(\$12,083.33)
4/18/2024	155841	Bill Payment	Olsen Associates Inc	(\$9,857.86)
4/18/2024	155842	Bill Payment	Atkins North America Inc	(\$959.20)
4/18/2024	155843	Bill Payment	Jacobs Engineering Group Inc	(\$148,705.42)
4/18/2024	155844	Bill Payment	BTM Coaches Inc	(\$41,368.73)
4/19/2024	155845	Bill Payment	Coastal Construction Products LLC	(\$16,740.42)
4/19/2024	155846	Bill Payment	Ivey's Construction Inc	(\$25,457.05)
4/19/2024	155847	Bill Payment	US Customs and Border Protection	(\$7,216.18)
4/19/2024	155848	Bill Payment	State of FLA Dept of Mgmt Svcs	(\$3,674.19)
4/19/2024	155849	Bill Payment	Boulevard Contractors Corp	(\$127,640.10)
4/19/2024	155850	Bill Payment	Paul Bridges & Associates LLC	(\$7,009.58)
4/19/2024	155851	Bill Payment	Trane U.S. Inc	(\$244,462.00)
4/19/2024	155852	Bill Payment	AJT Engineering	(\$5,275.00)
4/19/2024	155853	Bill Payment	Royal Caribbean	(\$280,479.54)
4/1/2024	ACH#224089010	Bill Payment	Windcave Inc	(\$1,481.39)
4/15/2024	WT#2024041503	Bill Payment	Liebherr USA Co	(\$1,484,092.40)
4/15/2024	WT#2024041503	Bill Payment	Orion Marine Construction Inc	(\$1,240,083.93)

4/15/2024	22303101157612	Bill Payment	SunTrust Bank	(\$56,939.58)
4/22/2024	ACH#224113024	Bill Payment	CIGNA Health and Life Insurance	(\$380,517.49)
4/22/2024	WT#2024042201	Bill Payment	SKYHELM LLC	(\$872.74)
4/29/2024	ACH#224117017	Bill Payment	Colonial Life & Accident Insurance	(\$44.00)
4/1/2024	JE-14729	Journal	Reversal of ck#s 153230 & 153469	\$386.96
4/3/2024	JE-14696	Journal	Replace ck# 154895	\$31,359.74
4/5/2024	JE-14719	Journal	Reversal of Tourist Tax for March	\$9,747.25
4/12/2024	JE-14763	Journal	Replace ck# 154655	\$1,004.86
4/12/2024	JE-14764	Journal	Replace ck# 155042	\$566.03
4/24/2024	JE-14832	Journal	Replace ck# 155626	\$4,817.86
Total				(\$8,221,424.63)

Balanced to the GL & AP Register
Crystal Leffler 05/01/2024

04.30.2024

PAYROLL ACCOUNT

04.05.2024	Net Payroll (AXW WK - 14)	\$	549,374.58
	FICA & Federal Taxes	\$	191,136.52
	Third Party Payments made by ADP	\$	2,447.91
04.19.2024	Net Payroll (AXW WK - 16)	\$	553,893.52
	FICA & Federal Taxes	\$	193,263.13
	Third Party Payments made by ADP	\$	2,664.31

TOTAL:

\$ 1,492,779.97



INTERNAL MEMORANDUM

TO: Commissioners of Canaveral Port Authority
John Murray, CEO

FROM: Pat Poston, Sr. Director of Finance *PP*

DATE: May 15, 2024

SUBJECT: Account Receivable Update

The following is a brief update of the Accounts Receivable billing and collection process. Staff continues to work with our customers to ensure collection and credit of accounts.

Staff has been working closely with our customer and business partners to maintain a current billing and account balance status. Most of our accounts are in line as evidenced by the 96.9% with balances in less than 30 days. We are working with the others to bring accounts current.

Attached is the aging report as of May 15, 2024. The Current accounts are 96.9% of total Accounts Receivable of \$9,307,195.70. We will send any necessary notices. The updated aging results will be provided at the meeting on May 22, 2024.

The following accounts are due to/have been sent notices of action and/or late fee assessments.

Seven Seas Academy

CANAVERAL PORT AUTHORITY
A/R Aging Summary
5/15/2024

Customer	0-30	31-60	61-90	90+	Total
888 Taxi LLC	\$ 37,500.00	\$ -	\$ -	\$ -	\$ 37,500.00
Ambassador Services International, LLC	\$ 464,519.26	\$ -	\$ -	\$ -	\$ 464,519.26
Ambassador Services, LLC	\$ 73,593.23	\$ 52.20	\$ -	\$ -	\$ 73,645.43
Beyel Brothers, Inc.	\$ 4,105.23	\$ -	\$ -	\$ -	\$ 4,105.23
Canaveral Port Properties	\$ 1,202.87	\$ -	\$ -	\$ -	\$ 1,202.87
Carnival Cruise Line/Seabourn	\$ 1,662,708.72	\$ -	\$ -	\$ -	\$ 1,662,708.72
Fillette Green Shipping Services (USA) Corp	\$ 68,738.38	\$ -	\$ -	\$ -	\$ 68,738.38
Florida Air Tours Inc.	\$ 262.69	\$ -	\$ -	\$ -	\$ 262.69
GAC Shipping (USA) Inc	\$ 14,114.11	\$ -	\$ -	\$ -	\$ 14,114.11
Glover Oil Co.	\$ 760.07	\$ -	\$ -	\$ -	\$ 760.07
GT USA LLC	\$ 3,231.20	\$ -	\$ -	\$ -	\$ 3,231.20
HM Southeast Cement LLC (L002)	\$ 253,401.14	\$ -	\$ -	\$ -	\$ 253,401.14
Inchcape Shipping Service	\$ 46,362.22	\$ -	\$ -	\$ -	\$ 46,362.22
Magical Cruise Company dba DCL Port Facilities, LLC	\$ 923,943.13	\$ 9.52	\$ -	\$ -	\$ 923,952.65
Martin Marietta Materials	\$ 64,957.14	\$ -	\$ -	\$ -	\$ 64,957.14
MLSBC Cruises Ltd Cape Canaveral	\$ 1,709,913.83	\$ 290,975.92	\$ -	\$ -	\$ 2,000,889.75
Moran Gulf Shipping	\$ 12,029.00	\$ -	\$ -	\$ -	\$ 12,029.00
Norton Lilly International	\$ 94,773.10	\$ -	\$ -	\$ -	\$ 94,773.10
Norwegian Cruise Line	\$ 138,994.32	\$ -	\$ -	\$ -	\$ 138,994.32
Palmdale Oil Company, Inc.	\$ 24.29	\$ -	\$ -	\$ -	\$ 24.29
Polaris New Energy LLC	\$ 9,259.20	\$ -	\$ -	\$ -	\$ 9,259.20
Royal Caribbean Group	\$ 2,949,184.57	\$ -	\$ -	\$ -	\$ 2,949,184.57
Seaport Canaveral Corporation	\$ 3,530.31	\$ -	\$ -	\$ -	\$ 3,530.31
Seven Seas Academy	\$ 9,492.82	\$ 10,041.24	\$ -	\$ -	\$ 19,534.06
Sims Crane & Equipment Co., Inc.	\$ 1,360.00	\$ -	\$ -	\$ -	\$ 1,360.00
Smokehouse Foods, Inc. & Brown's Taxidermy Inc.	\$ 1,296.53	\$ -	\$ -	\$ -	\$ 1,296.53
SpaceX	\$ 189,915.94	\$ 70.18	\$ -	\$ -	\$ 189,986.12
SSI Lubricants, LLC (dba) SSI Petroleum	\$ 150.69	\$ -	\$ -	\$ -	\$ 150.69
TransMontaigne Terminals LLC	\$ 74,363.65	\$ -	\$ -	\$ -	\$ 74,363.65
Tropic Oil Co	\$ 3,422.10	\$ -	\$ -	\$ -	\$ 3,422.10
Valls Shipping Company	\$ 71,688.49	\$ -	\$ -	\$ -	\$ 71,688.49
Victory Casino Cruise	\$ 56,412.70	\$ -	\$ -	\$ -	\$ 56,412.70
Vitol Inc / Seaport Canaveral Corp.	\$ 57,485.75	\$ -	\$ -	\$ -	\$ 57,485.75
Waters Edge Bait and Tackle	\$ 3,349.96	\$ -	\$ -	\$ -	\$ 3,349.96
Total	\$ 9,006,046.64	\$ 301,149.06	\$ -	\$ -	\$ 9,307,195.70
	96.9%	3.2%	0.0%	0.0%	100%

Meeting Date

May 22, 2024



AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Engineering
Requested Action:	May 2024 Capital Project Update
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[May 2024 Capital Project Update.pdf](#)

PROJECT: Jetty Park Camp Store

DESCRIPTION: The existing camp store located at Jetty Park offers operational and spatial limitation for the recreation staff and Jetty Park customers. The new camp store will provide additional lounge space for campers as well as a larger camp store for both day users and campers. The new camp store will be designed to accommodate the recreation staff members with additional office and storage spaces.

PROJECT STATUS:

The Jetty Park Camp Store contractor has completed the asphalt paving related to the new RV dump station. The contractor is working through the final grading and testing for the new RV dump station and is expected to be complete by the end of May. The contractor has completed the installation of the stem walls and is continuing with the installation of the under slab utilities. The contractor is expected to complete the installation of the slab and begin exterior wall installation by the end of May.

PROJECT: 1530-19094	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	CEG/MeID	Boulevard Contractors		TOTAL PROJECT BUDGET	\$ 2,744,014
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 115,025	\$ 2,628,989		GRANT AMOUNT	
CHANGE ORDERS TO DATE				PORT FUNDS	\$ 2,744,014
AMENDED CONTRACT	\$ 115,025			PENDING ITEMS	
PAID TO DATE	\$ 90,938	\$ 218,258			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

December 6, 2023 - Commission approved award of the Jetty Park Camp Store to Boulevard Contractors Corp.

PHOTOS





CAPITAL PROJECTS UPDATE

May 2024

PROJECT: Cruise Terminal 4 Berth Design

DESCRIPTION: The design and permitting of a new cruise terminal berth to include demolition of existing structures, construction of a new berth wall, upland berthing facilities, mooring systems, and dredging.

PROJECT STATUS:

The Jacobs design team and their subconsultants have completed the collection of geotechnical soil data and dredge material sampling throughout the project site. Following the analysis of the geotechnical data, the Jacobs design team will begin the structural design process. Jacobs team continues with the modeling related to the scour and erosion potential based on the design fleet.

PROJECT: 2044-24020	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs	TBD	TBD	TOTAL PROJECT BUDGET	\$ 2,820,973
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 2,820,973.00			GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ -			PORT FUNDS	\$ 2,820,973
AMENDED CONTRACT	\$ -	\$ -		PENDING ITEMS	
PAID TO DATE	\$ 141,729				
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

December 6, 2023 - Commission approved award of the contract to Jacobs Engineering

PHOTOS

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PROJECT: Northside Garages Design/Build Project

DESCRIPTION: This project will design and erect two garages located on the Northside of the Port; one garage will be located at CT6, and one garage will be located at CT10.

PROJECT STATUS:

The pre-cast erection at CT6W continues with 16 of 26 zones completed as of early May. Elevator installation, underground and above ground electrical and plumbing rough-in, caulking of joints and painting continues. The low voltage, data center and electrical room CMU installation is complete and the contractor will proceed with core drilling for pathways. Permanent power transformer is available at CT6W. Permanent power for 10E is expected by mid-June. As of mid-April, Finrock has fabricated 97% of the precast elements for CT10E and erection started in early May.

The demolition of the CT10 canopies included in CO #1 is completed. The contractor is working on shop drawings for the new canopies.

PROJECT: 1135-23058	DESIGN/BUILDER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Ivey's/Finrock	Bermello Ajamil & Partners		TOTAL PROJECT BUDGET	\$ 71,765,237
BUDGET				GRANT PROGRAM	N/A
ORIGINAL CONTRACT	\$ 67,462,951	\$ 50,000		GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ 3,606,435	\$ 645,851		PORT FUNDS	\$ 695,851
AMENDED CONTRACT	\$ 71,069,386	\$ 695,851	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 33,966,528	\$ 381,274			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

April 26, 2023 - Commission approved issuing a PO for the preliminary concept and scope definition.

May 24, 2023 - Commission approved issuing a change order to complete the DCP.

August 23, 2023 - Commission approved Staff to sign the contract and issue a PO for the Design-Build of the project.

March 27, 2024 - Commission approved change order no. 1 for the CT10 canopies, \$3,606,435.

PHOTOS





CAPITAL PROJECTS UPDATE

May 2024

PROJECT: Cruise Terminal 8 Elevator/Escalator Upgrades

DESCRIPTION: The installation of two new elevators at the garage and installation of a new escalator near the terminal. Project includes structural modifications and new expansion joints at each level in the garage.

PROJECT STATUS:

The project was approved by the Commission on February 2024. The date of Substantial Completion was agreed based on the Schindler equipment procurement. The Substantial completion date is April 1st, 2025. The contractor started the submittal process.

PROJECT: 1640-23067	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	BEA	IMS	TBD	TOTAL PROJECT BUDGET	\$ 2,434,931
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 141,931.00	\$ 2,293,000		GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ -			PORT FUNDS	\$ 2,434,931
AMENDED CONTRACT	\$ 141,931	\$ 2,293,000		PENDING ITEMS	
PAID TO DATE	\$ 100,483	\$ -			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

June 28, 2023 - Commission approved purchase order to BEA for the CT8 Elevator/Escalator design.

February 28, 2024 - Commission approved award to IMS Contracting, Inc., for the installation of the CT8 Elevators/Escalator

PHOTOS

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CAPITAL PROJECTS UPDATE

May 2024

PROJECT: Mobile Modular Passenger Boarding Bridge

DESCRIPTION: The design, fabrications, and installation of a new modular mobile passenger boarding bridge to be deployed at various cruise terminals with Canaveral Port Authority.

PROJECT STATUS:

Establishing TK Airport Solution as a registered CPA vendor and drafting contract for review.

PROJECT:	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs	TKAS	TBD	TOTAL PROJECT BUDGET	\$ 2,069,069
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 73,434.00	\$ 1,995,635		GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ -			PORT FUNDS	\$ 2,069,069
AMENDED CONTRACT	\$ 73,434	\$ 1,995,635		PENDING ITEMS	
PAID TO DATE		\$ -			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

April 24,2024 - Commission approved award to TK Airport Solutions for the design/fabrication of the Modular Mobile PBB.

PHOTOS

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PROJECT:	George King Blvd and Flounder Intersection Improvements Design
DESCRIPTION:	This project will provide a design that incorporates the increase in passenger parking associated with the cruise parking lot upgrades, evaluate potentially widening George King Boulevard, adding or modifying the existing signalization, and pedestrian crosswalks. A solicitation for competitive bids will follow the completion of the design documents.

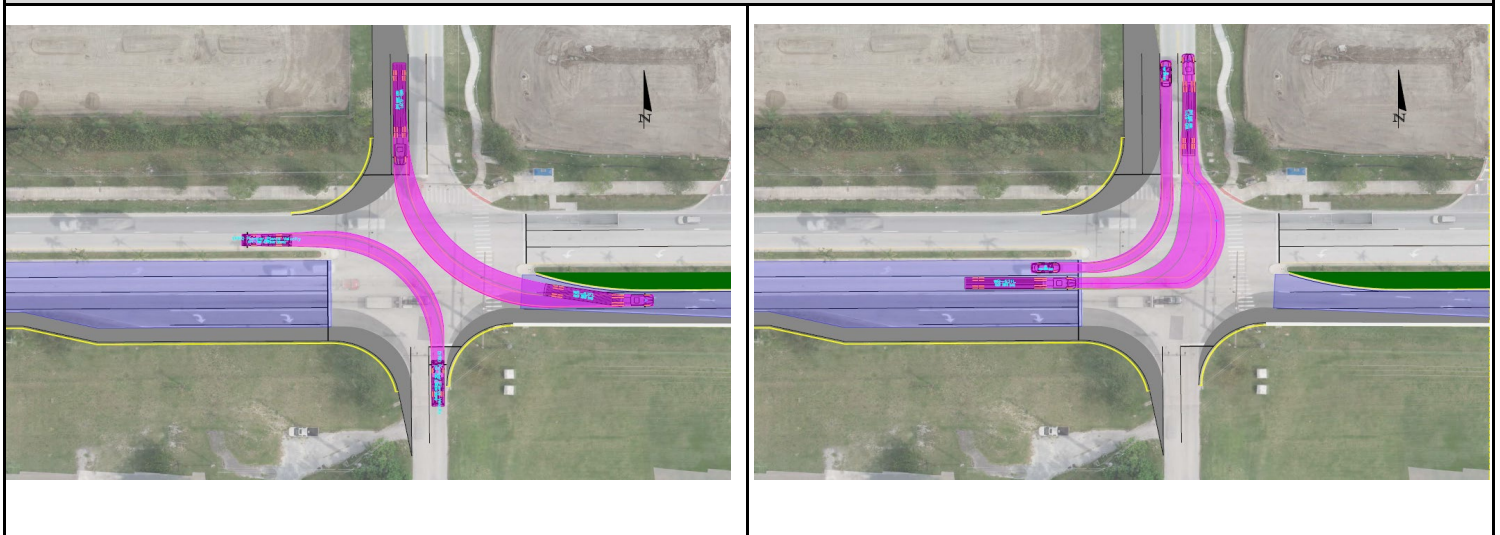
PROJECT STATUS:
The consultant RS&H has coordinated with the different utility agencies to mark up their utilities around the intersection improvement area to minimize the utilities conflict during the project. The draft design set was submitted and CPA provided comments. Final documents are contingent on the coordination with AT&T to relocate their facilities as part of this project.

PROJECT: 1100-23025	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	RS&H	TBD		TOTAL PROJECT BUDGET	\$ 292,890
BUDGET				GRANT PROGRAM	N/A
ORIGINAL CONTRACT	\$ 292,890			GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE				PORT FUNDS	\$ 292,890
AMENDED CONTRACT	\$ 292,890	\$ -	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 284,689	\$ -			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

May 24, 2023 - Commission approved issuance of PO for design of GKB and Flounder Intersection Improvements.

PHOTOS





CAPITAL PROJECTS UPDATE

May 2024

PROJECT: Ship To Shore Crane Demolition

DESCRIPTION:
Design and planning for the demolition and disposal of the CPA Ship to Shore Cranes located at NCB5/6.

PROJECT STATUS:

RUSH Marine has been approved for pre-construction services related to the demolition of the ship to shore cranes. RUSH Marine continues to work on the final proposal for demolition following the outcome of the pre-construction services task.

PROJECT: 1640-23067	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME		RUSH Marine		TOTAL PROJECT BUDGET	\$ 198,723
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT		\$ 198,723		GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ -			PORT FUNDS	\$ 198,723
AMENDED CONTRACT	\$ -	\$ 198,723		PENDING ITEMS	
PAID TO DATE		\$ -			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

April 24, 2024 - Commission approved purchase order to RUSH Marine for pre-construction services, \$198,722.50.

PHOTOS

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CAPITAL PROJECTS UPDATE

May 2024

PROJECT: NCB8, NCP1 & 2 Dredging Design & Permitting

DESCRIPTION: Design, permitting, bid support, and construction administration services for the marine dredging at NCB8 and NCP1 & 2

PROJECT STATUS:

The State permit was received and Federal approval is pending. CPA reviewed the draft bid documents and solicitation process is planned to start as soon as permits are received. The maintenance dredging in the pending areas from last year's dredge project which are the remaining areas of the west turning basin, cruise terminals 1, 3, 5, NCB 5, 6 and 7, will be be solicited with the NCPA1/2 & NCB8 project but will be tracked as a separate project.

PROJECT: 1560-23046	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs Eng.	TBD		TOTAL PROJECT BUDGET	\$ 1,047,929
BUDGET (Proposed)				GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 1,047,929			GRANT AMOUNT	
CHANGE ORDERS TO DATE		\$ -		PORT FUNDS	\$ 1,047,929
AMENDED CONTRACT	\$ 1,047,929	\$ -	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 562,503		\$ -		
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

January 25, 2023 - Commission authorized Staff to negotiate cost proposal for the NCB8, NCP1/2 Design, Permitting, Bidding, & CA Services.

March 1, 2023 - Commission approved issuing Jacobs Engineering Group PO for \$1,047,929.

PHOTOS

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PROJECT: SR401/Payne Way Roadway and Intersection Improvements

DESCRIPTION: Project to add full signalization at the State Road 401 and Payne Way intersection. The new signal at this intersection will improve the safety and traffic flow of cargo traffic through the north cargo areas.

PROJECT STATUS:

Ivey's Construction has completed the installation of the three drill shaft foundations for the new traffic signals. The traffic signal mast arms are a long lead procurement item and are not expected to be delivered until later this year. The civil improvements related to the widening of Payne Way are scheduled to begin the last week of May. Port Staff are closely coordinating with FDOT and on port tenants related to any lane closures in order to minimize impacts to operations.

PROJECT: 1100-17053	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Atkins	Ivey's Construction	N/A	TOTAL PROJECT BUDGET	\$ 1,398,587
BUDGET	\$ 98,525			GRANT PROGRAM	N/A
ORIGINAL CONTRACT	\$ 98,525	\$ 1,210,941		GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ 89,121	\$ -		PORT FUNDS	\$ 187,646
AMENDED CONTRACT	\$ 187,646	\$ 1,210,941	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 163,782	\$ -			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

October 18, 2018 - purchase order P-123056 for \$98,525.00 approved by CEO.
December 7, 2022 - increase of \$89,121 to purchase order P-123056 approved by Commissioners on December 7, 2022.
December 6, 2023 - Commission approved award of the construction phase to Ivey's Construction, Inc.

PHOTOS



PROJECT: PBB/MHC Tie Downs

DESCRIPTION: Installation of tie-downs for the Passenger Boarding Bridges (PBB) at CT5, CT6, and CT10 and tie-downs for the Mobile Harbor Crane (MHC) at NCB5 and NCB8.

PROJECT STATUS:

RUSH Marine continues with the installation of the hurricane tie-downs at the cruise terminals. The mobile harbor crane tie-downs at north cargo berth 5 have been completed. Due to the new Terminal X project, the tie-downs planned for north cargo berth 8 are being relocated to north cargo berth 3.

PROJECT: 2279-22005	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME		RUSH Marine		TOTAL PROJECT BUDGET	\$ -
BUDGET		\$ 1,028,967		GRANT PROGRAM	
ORIGINAL CONTRACT				GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE		\$ -		PORT FUNDS	
AMENDED CONTRACT	\$ -	\$ -	\$ -	PENDING ITEMS	
PAID TO DATE		\$ 664,419			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

September 20, 2023 - Commission approved purchase order to RUSH Marine.

PHOTOS



PROJECT: North Cargo Berth 4

DESCRIPTION: This project is to construct a replacement berth at NCB4 with a deep wall berth to replace the current over water pier. This will allow for increased vessel beam and replace the current sheet pile wall. Total length (including NCB3) is ~1,800 feet with berth dredge depth of -43 MLLW

PROJECT STATUS:

The pile extraction activity stopped at the beginning of April; 153 out of 218 concrete piles have been removed (~70% removed). This activity is potentially restarting at the end of May. CPA issued a limited stop work order due to minor bulkhead movement. A notification was made by the Contractor in late April and the contractor is working on providing a sequence work plan to allow them to continue with the work while protecting the bulkhead wall from any further movement.

The contractor has also experienced equipment down time which has slowed the progress of the project during this month. As of early May, 117 A-frame piles have been installed to tip elevation and the concrete test pile program is in progress. CPA has noted to the contractor the lack of progress observed in the past four months and requested a recovery schedule.

The March schedule shows a completion date of November 18, 2024, including the rain day allowance (45 days). The contractor is working on adding the recent event and remedial actions to their schedule to show the projected completion date. The projected completion date is beyond the contractual time.

PROJECT: 2240-15064	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs	Orion		TOTAL PROJECT BUDGET	\$ 39,472,575
BUDGET (Proposed)	\$ 616,329	\$ 38,640,717		GRANT PROGRAM	FDOT
ORIGINAL CONTRACT	\$ 616,329	\$ 38,640,717	\$ -	GRANT AMOUNT	\$ 29,604,431
CHANGE ORDERS TO DATE	\$ 488,288	\$ (272,759)		PORT FUNDS	\$ 9,868,144
AMENDED CONTRACT	\$ 1,104,617	\$ 38,367,958	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 807,334	\$ 17,565,336	\$ -		
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

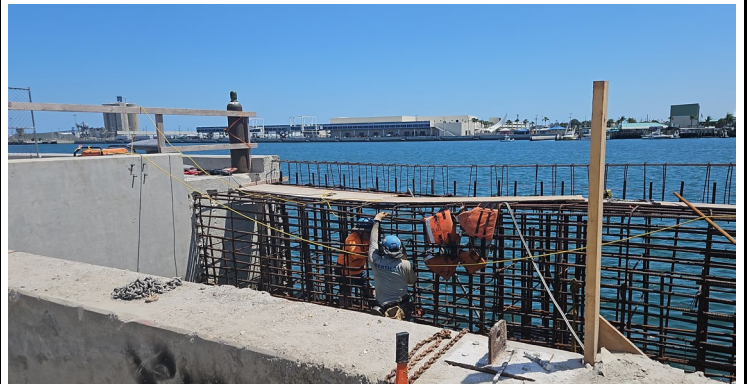
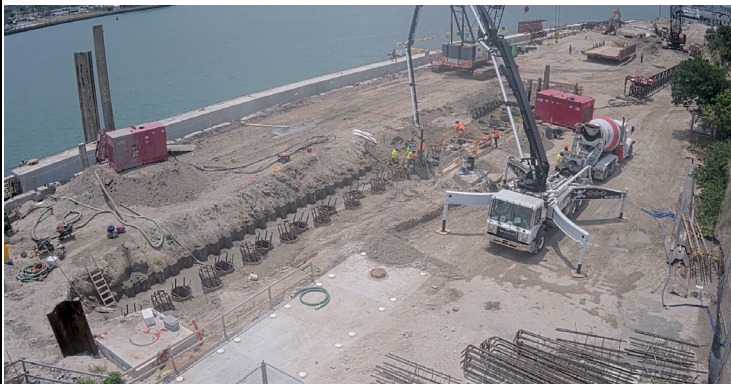
January 12, 2021 - Approval of a purchase order for Jacobs for the NCB4 design with a not-to-exceed amount of \$616,330.

April 5, 2023 - Approval of a purchase order for Orion for the NCB4 construction with a not-to-exceed amount of \$38,640,717.

April 26, 2023 - Approval of a purchase order for Jacobs for the NCB4 CA Services with a not-to-exceed amount of \$488,288.00

September 20, 2023 - Approval of change order no. 1 to deduct builders risk premium, (\$272,759.00).

PHOTOS





CAPITAL PROJECTS UPDATE

May 2024

PROJECT: Mobile Harbor Crane

DESCRIPTION:
Purchase of a 2nd LHM 600 Evo6 Diesel-Hydraulic Mobile Harbor Crane

PROJECT STATUS:

Contract for purchase of a second MHC has been completed and purchase order approval is in progress. Port Staff and the Liebherr team are coordinating a project kickoff meeting for the last week of May.

PROJECT: 2287-22028	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME		Liebherr	Paul Bridges & Assoc.	TOTAL PROJECT BUDGET	\$ 15,746,786
BUDGET (Proposed)		\$ 6,000,000	\$ 17,200	GRANT PROGRAM	FDOT
ORIGINAL CONTRACT		\$ 7,420,462	\$ 17,200	GRANT AMOUNT	\$ 2,800,000
CHANGE ORDERS TO DATE		\$ 8,151,749	\$ 157,375	PORT FUNDS	\$ 12,946,786
AMENDED CONTRACT		\$ 15,572,211	\$ 174,575	PENDING ITEMS	
PAID TO DATE		\$ 7,473,962	\$ 174,575		
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

August 17, 2022 - Approval of staff recommendation for the Owner's Engineer and permission to negotiate and sign the contract by the CEO.

April 26, 2023 - Approval of change order #1 in the amount of \$53,500 to upgrade the exterior paint system.

March 2, 2024 - Commission approved purchase of a second MHC, \$8,169,249.20.

PHOTOS

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PROJECT: SCP4 Mooring Improvements

DESCRIPTION: The SCP4 Mooring Improvement project will modify the existing pier layout to accommodate increasing vessel sizes and expand the flexibility and use. Project includes FDEP and USACE permitting, passing ship analysis, mooring analysis, design of upland mooring dolphins, and waterside breasting dolphins.

PROJECT STATUS:

RUSH Marine has completed the installation of the new landside bollards and the new fenders. The contractor is finalizing the demolition of obsolete bollards and working through final punchlist. Project is expected to be complete by the end of May.

PROJECT: 1560-23012	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs	RUSH Marine		TOTAL PROJECT BUDGET	\$ 808,024
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 134,710	\$ 634,614	\$ -	GRANT AMOUNT	
CHANGE ORDERS TO DATE	\$ 38,700	\$ -	\$ -	PORT FUNDS	\$ 808,024
AMENDED CONTRACT	\$ 173,410	\$ 634,614	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 155,788	\$ -			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

October 26, 2022 - Commission approved awarding design to Jacobs Engineering Group, \$134,710.

August 23, 2023 - Commission approved award for construction to RUSH Marine, LLC, \$634,614, and approved \$38,700 for CA services to Jacobs Engineering Group.

PHOTOS



PROJECT: Cove Seawall Rehabilitation

DESCRIPTION: Project will provide professional engineering services to develop a set of plans to repair, perform regulatory permitting and support bidding process for the Grill's seawall.

PROJECT STATUS:

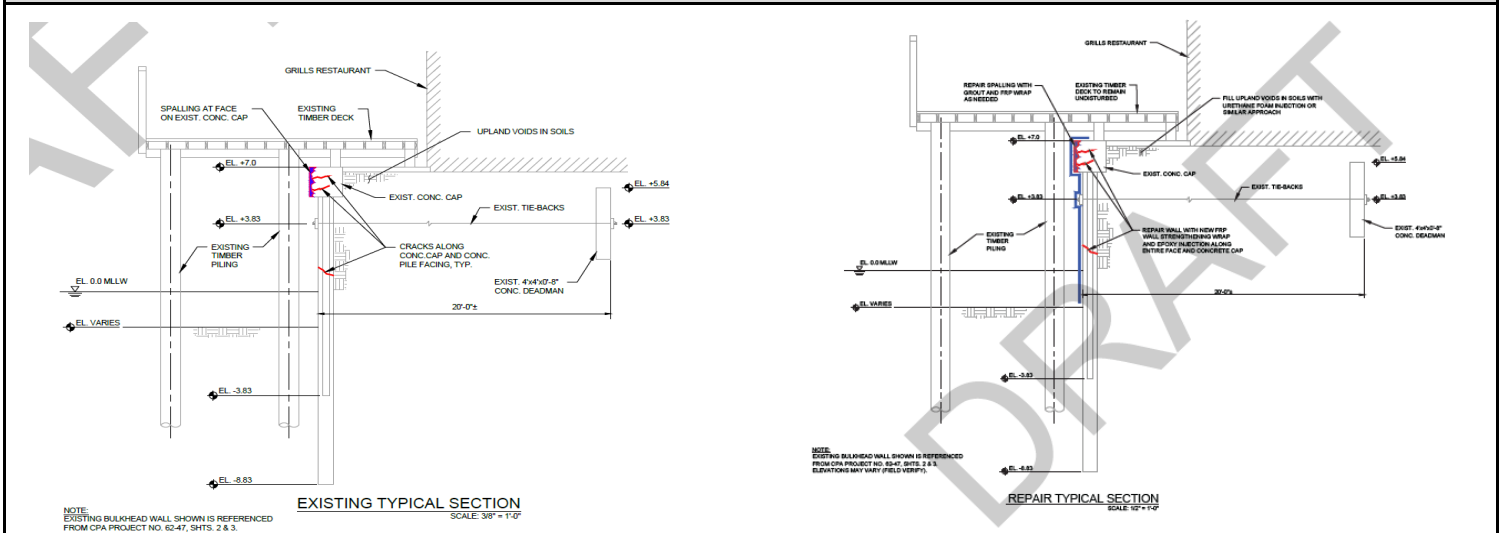
CPA provided feedback to Atkins on the 90% submittal and the documents are under review. The designer added a second system as an option in the drawings that will provide a longer warranty period. This project is planned to be presented at the August commission meeting due to the low season in the near by restaurants.

PROJECT: 1560-23035	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Atkins	TBD	N/A	TOTAL PROJECT BUDGET	\$ 109,913
BUDGET	\$ 109,913			GRANT PROGRAM	N/A
ORIGINAL CONTRACT	\$ 109,913			GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ 9,894	\$ -		PORT FUNDS	
AMENDED CONTRACT	\$ 119,807	\$ -	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 72,880				
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

June 28, 2023 - Request for approval of a purchase order NTE \$109,913 to Atkins.

PHOTOS



Meeting Date

May 22, 2024

**AGENDA ITEM REQUEST**

Section:	
Item Number:	1.A
Department:	Engineering
Requested Action:	Consideration of approving two purchase orders for Cruise Terminal 1 east parking lot lights. The first purchase order for Gexpro in the amount of \$109,829.00 for the lights and the second purchase order for 24/7 in the amount of \$15,773.00 for the installation. Total a total of \$125,602.00 (Brill Crowe/AJ Jendroch)
Summary Explanation & Background: The current lights in the east parking lot of the CT1 are obsolete and parts are no longer available for them. The new lights are the same LED lights that have been installed in the new parking lot for CT1. This has been approved on the FY24 capital budget.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total amount of \$125,602 is included in the FY24 Capital Budget. No change is required. Project 1180 - Security fencing/lighting

Attachments:[Quote Summary - CT1 East Parking Lot Lights.pdf](#)[Quote Summary - CT1 East Parking Lot Light Installation.pdf](#)[CT1 East Parking Lot Light Map.pdf](#)



Purchasing Services
P.O. Box 267
Cape Canaveral, FL 32920
Phone: (321) 783-7831
Fax: (321) 783-3522

QUOTE SUMMARY SHEET

IMPORTANT NOTICE: A copy of the Canaveral Port Authority specifications and the vendor quotes must be attached.

ITEM OR SERVICE TO BE PURCHASED		
CT1 East Parking Lot Lights		
QUOTE #1		
COMPANY		
Gexpro		
CONTACT NAME	TELEPHONE NUMBER	FAX NUMBER
Joel Parker	(407) 419-8615	Joel.Parker@gexpro.com
DATE	QUOTE AMOUNT	
3/18/2024	\$109,829.00	
QUOTE #2		
COMPANY		
Florida Bulb & Ballast		
CONTACT NAME	TELEPHONE NUMBER	FAX NUMBER
Shelly	(321) 259-7882	shelly@flabulb.com
DATE	QUOTE AMOUNT	
4/4/2024	\$115,250.00	
QUOTE #3		
COMPANY		
Raybro		
CONTACT NAME	TELEPHONE NUMBER	FAX NUMBER
Tucker Thomas	(321) 636-1646	Tthomas@raybrocc.com
DATE	QUOTE AMOUNT	
4/4/2024	\$129,701.00	
GOVERNMENT CONTRACT INFORMATION		
AGENCY	CONTRACT / BID #	
FINAL RECOMMENDATION		
COMPANY RECOMMENDED FOR PURCHASE		
Gexpro		
IF LOWEST QUOTE WAS NOT RECOMMENDED, EXPLAIN WHY		
PREPARED BY		DATE
AJ/Darlene Manara		04/17/24 4/18/24



Gexpro

Electrical Supplies. Powerful Service.

www.gexpro.com

Gexpro

This Quotation supercedes all previous quotations and agreements relating to this transaction. Unless otherwise stated on this document: (i) Our quotation for your use in submitting a job or project bid to your customer expires 30 days from the date hereof, and may be withdrawn earlier by us if prior to acceptance of your bid. (ii) All other quotations are subject to price increases in effect through time of shipment.

To: **Port Canaveral Authority**
Attn:

From: **Joel Parker**
Phone #: **407-419-8615**

Job: **CT1 West Side Parking**

Date: **3/18/2024**

Gexpro Quote #: **654450**

QTY	TYPE	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
46	Area Light	Lithonia DSX2 LED P4 AMBLW T3M MVOLT RPA DMG DNAXD G1	\$2186.19	\$100,564.74
16	Adapter	Lithonia AS3-5 190 DNAXD (Single Tenon Adapter)	\$298.85	\$4781.60
15	Adapter	Lithonia AS3-5 280 DNAXD (Double Tenon Adapter)	\$298.85	\$4482.75
Freight Included. Quoted per Broward Contract OPN2124942B1_5.				
Lot Net Price:				\$109,829.00

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Delivery dates provided in advance of actual shipments are only estimates, not guaranteed and should not be relied on by Buyer. Seller shall not be liable for failure to meet such dates and Seller shall not be liable for any liquidated associated with late delivery or failure to perform any Seller obligations under the Order. Any Force Majeure events noticed by Seller's manufacturing partners or vendors shall be deemed a Seller Force Majeure event and shall excuse Seller from any obligations to Buyer subject of the Force Majeure event. Seller's current Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is available at <https://www.rexelusainc.com/terms/terms.html>

We hope that we shall be favored with your order.

FLORIDA BULB & BALLAST, INC.1617 COOLING STREET
MELBOURNE, FL 32935

Quote

Customer No.: CANPOR

Quote No.: 31708

Quote To: **CANAVERAL PORT AUTHORITY**email only cpa.ap@portcanaveral.com
445 CHALLENGER RD STE 301
Cape Canaveral, FL 32920Ship To: **CANAVERAL PORT AUTH.******NO DELIVERIES 12-1****
399 CHALLENGER RD.
Cape Canaveral, FL 32920

Date	Ship Via		F.O.B.		Terms	
04/04/2024					Net 15	
Purchase Order Number			Sales Person			Required
			Shelly Cape Canaveral			04/04/2024
Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				

CT-1 PARKING

46			DSX2 LED P4 AMBLW T3M MVOLT RPA DMG DNAXD G1	0.00	0.00
16			AS3-5 190 DNAXD	0.00	0.00
15			AS3-5 280 DNAXD	0.00	0.00
LOT PRICE					115250.00

Quote subtotal 115250.00

Quote total 115250.00

3% SURCHARGE ON CREDIT CARD PAYMENTS EFFECTIVE 11/1/2023

Thank You

RAYBRO ELECTRIC SUPPLIES
RAYBRO ELECTRIC
419 ROSA L. JONES DR.
COCOA FL 32922
TEL: 321 636-1646 FAX: 321 639-7858

SLS: 6883
INSL: 3886
BY: TT
FOB: SHIPPING POINT
FRT: PREPAID

PAGE: 001 OF 001
QUOTE #: 1042966
DATE: 04/04/24
REV #: 004
REV DATE: 04/04/24

CONTACT: TUCKER THOMAS

QUOTE FOR: CANAVERAL PORT AUTHORITY

ACCT #: EC-21100 CANAVERAL PORT AUTHORITY

QUOTE EXPIRES 05/04/2024

ACCOUNTS PAYABLE
445 CHALLENGER ROAD, SUITE 301
CAPE CANAVERAL, FL 32920
TEL: (321) 783-7831

CUS PO #: CT-1 W SIDE PARKING
JOB NAME:

LN	QTY	MFR	CATALOG #/DESCRIPTION	PRICE	UOM	EXT AMT
01	16	LITH	DSX2 LED P4 AMBLW T3M MVOLT RPA DMG DNAXD	0.00	E	.00
02	16	LITH	AS3-5 190 DNAXD	0.00	E	.00
03	30	LITH	DSX2 LED P4 AMBLW T3M MVOLT RPA DMG DNAXD	0.00	E	.00
04	15	LITH	AS3-5 280 DNAXD	0.00	E	.00
05	1	MISC	LIGHTING LOT PACKAGE	129,701.00	E	129,701.00

TOTAL: 129,701.00

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

CUSTOMER COPY



Purchasing Services
P.O. Box 267
Cape Canaveral, FL 32920
Phone: (321) 783-7831
Fax: (321) 783-3522

QUOTE SUMMARY SHEET

IMPORTANT NOTICE: A copy of the Canaveral Port Authority specifications and the vendor quotes must be attached.

ITEM OR SERVICE TO BE PURCHASED		
CT1 East Parking Lot Lights Installation		
QUOTE #1		
COMPANY		
Grand Electric Inc. and Bob's Electric Service (add'l charges for troubleshooting)		
CONTACT NAME	TELEPHONE NUMBER	FAX NUMBER
	(321) 676-3234	grandelectric2001@gmail.com
DATE	QUOTE AMOUNT	
4/16/2024	\$15,200.00	
QUOTE #2		
COMPANY		
24/7 Electric		
CONTACT NAME	TELEPHONE NUMBER	FAX NUMBER
Matt Andrews	(321) 863-2883	Mandrews7869@gmail.com
DATE	QUOTE AMOUNT	
4/1/2024	\$15,773.00	
QUOTE #3		
COMPANY		
Flanders Electric Motor Service		
CONTACT NAME	TELEPHONE NUMBER	FAX NUMBER
Curtis Plumb	(812) 867-7421	custserv@flandersinc.com
DATE	QUOTE AMOUNT	
4/12/2024	\$18,650.00	
GOVERNMENT CONTRACT INFORMATION		
AGENCY	CONTRACT / BID #	
FINAL RECOMMENDATION		
COMPANY RECOMMENDED FOR PURCHASE		
24/7 Electric		
IF LOWEST QUOTE WAS NOT RECOMMENDED, EXPLAIN WHY		
Port is familiar with 24/7 Electric and they do quality work		
PREPARED BY	DATE	
AJ/Darlene Manara	04/17/24	4/18/24

Grand Electric Inc and Bob's
Electric Service
109 Nelson Ave
Melbourne, FL 32935
321-676-3234
Grandelectric2001@gmail.com
License #EC0001950



Estimate

ADDRESS

Canaveral Port Authority
399 Challenger Road
Bld-Rm: MNT
Cape Canaveral, FL 32920

ESTIMATE #

10994-2

DATE

04/16/2024

DESCRIPTION

Remove and replace forty three(3) owner supplied lights @ cruise terminal #1.

***Work to be completed on Tuesdays and Thursdays- will need access to electrical room to turn power off.

***Old fixtures to be disposed on site- additional charge to apply to remove from property.

****Excludes troubleshooting existing circuits- additional charge will apply if required.

Please contact Grand Electric, Inc. / Bob's Electric Service at 321-676-3234 if you wish to pay by credit card.
Estimates are valid for 7 days.

TOTAL

\$15,200.00

All material remains the property of Grand Electric until paid in full.

90 day warranty on parts and labor.

Work area must be clear for technician to work.

A signed contract and minimum 30% deposit are required to start. Balance due at time of service.

By initialing and signing below, you understand this estimate becomes a contract.

1. Alterations/deviations from this estimate, will be billed additionally at time and material. _____

2. Not responsible for patch, paint or repair of drywall, ceiling, floor, stucco, concrete or soffit or any unmarked buried lines (including sprinkler lines).

3. Additional charges may apply if technician has to clear area to work. Not responsible for damage to items moved to uncleared work area. _____

4. If applicable, an additional fee for permitting and processing will be added to the final invoice. _____

Accepted By

Accepted Date

24/7 ELECTRIC

ESTIMATE

EST0123



Mathew Andrews

Business Number

EC#13009814

208 Wading Bird Circle SW,

Palm Bay FL 32908

3218632883

mandrews7869@gmail.com

DATE

04/01/2024

TOTAL

USD \$15,773.00

TO

Canaveral Port Authority

Sam Smith

445 Challenger Road suite 301, Cape Canaveral FL 32920

☎ +13216045042

ssmith@portcanaveral.com

DESCRIPTION	RATE	QTY	AMOUNT
Electrical Service for CT1 West side parking lot	\$15,773.00	1	\$15,773.00
- Demo 46 existing pole fixture, some doubles, some solo, 40' plus height.			
- Stack existing fixtures, and remove all bulbs with ballasts to be saved by port personnel.			
- Lift rental included in quote.			
- 4 man for 6 - 8 hr days			
- All light fixtures and materials for lights to be installed supplied by others.			
TOTAL			USD \$15,773.00

If you have any questions, please call Matt at 321-863-2883.

THANK YOU, GOD BLESS!



Flanders Electric Motor Service, LLC

350S154232

<http://flandersinc.com>

Fixed Price Quote

Quote To: Canaveral Port Authority

Date: 4/12/2024

Attn: Sam Smith

Job #: 350S154232

PO #: Quoted and Unapproved

Description: CT-1 Lighting Upgrade

Labor (3) Field Service Technicians for (3) Consecutive 12-hr days to install 43 Lithonia DSX2 LED Lights in the CT-1 West Parking Lot with proper tenons. This includes all equipment rentals necessary for installation. This includes all labor, travel, expenses, lodging, etc.

\$18,650.00

This does not include any materials.

Service Rates 2024

FLANDERS Published Service Rates 2024			
Field Service		Lead Field Service	
Regular	\$110.00	Regular	\$175.00
Overtime	\$165.00	Overtime	\$262.50
Premium Time	\$220.00	Premium Time	\$350.00
Field Engineer		Lead Field Engineer	
Regular	\$175.00	Regular	\$225.00
Overtime	\$262.50	Overtime	\$337.50
Premium Time	\$350.00	Premium Time	\$450.00

Field Service Rate Clarification

- 1) Field Service Base Rate \$110/Hour for regular, non-holiday weekday hours, 7:30AM-4PM
- 2) Lead Field Service Base Rate \$175/Hour for regular, non-holiday weekday ours, 7:30A-4PM
- 3) Field Engineer Base Rate \$175/Hour for regular, non-holiday weekday hours, 7:30AM-4PM
- 4) Lead Field Engineer Base Rate \$225/Hour for regular, non-holiday weekday hours, 7:30AM-4PM
- 5) Weekday overtime (OT) from 4PM-Midnight will be 1.5 x Base Rate
- 6) Weekday Premium Time (PT) after 12 hours (or Midnight to 7:30AM) will be 2.0 x Base Rate
- 7) Saturdays from 7:30AM t Midnight, up to 12 hours, will be charged at the OT rate
- 8) Saturdays after 12-hours (or Midnight Friday to 7:30AM Saturday) and all-day Sunday (to 7:30AM Monday) will be charged at the PT Rate
- 9) Holiday periods will be charged at the PT rate and
- 10) Expenses (fares, lodging, per diems, etc.) will be billed at cost plus 30%
- 11) Mileage will be charged at \$.75 per mile



Flanders Electric Motor Service, LLC

350S154232

<http://flandersinc.com>

DISCLAIMER:

- Work outside of quoted scope requires written authorization.
- Any change related to this work will require written customer approval prior to execution.
 - Will require signature from both parties agreeing to scope change.
- Delays outside of FLANDERS' control for customer rescheduling, switching or power -company will be invoiced at quoted rates per technician(s) affected including mobilization and demobilization costs.

PAYMENT TERMS:

Payment terms as indicated in Syteline for existing customers. If Credit has not been approved, this will be billed as Cash In Advance.

MILESTONE PAYMENTS:

100% Due Upon Completion

CANCELLATION:

These terms are specific to this bid/project. If cancellation prior to completion, a cancellation fee will Apply. Cancellation fees will include all fixed costs (fixed costs include but are not limited to hotel, airline tickets and fees, rental cars, job specific consumables, and per diems per technician), labor hours already performed, as well as 30% of planned labor remaining.

Submitted By: Curtis Plumb

Account Representative: Dillan Griffin

Currency: USD

Total Quotation: \$18,650.00

Total Sales Tax TBD as Applicable

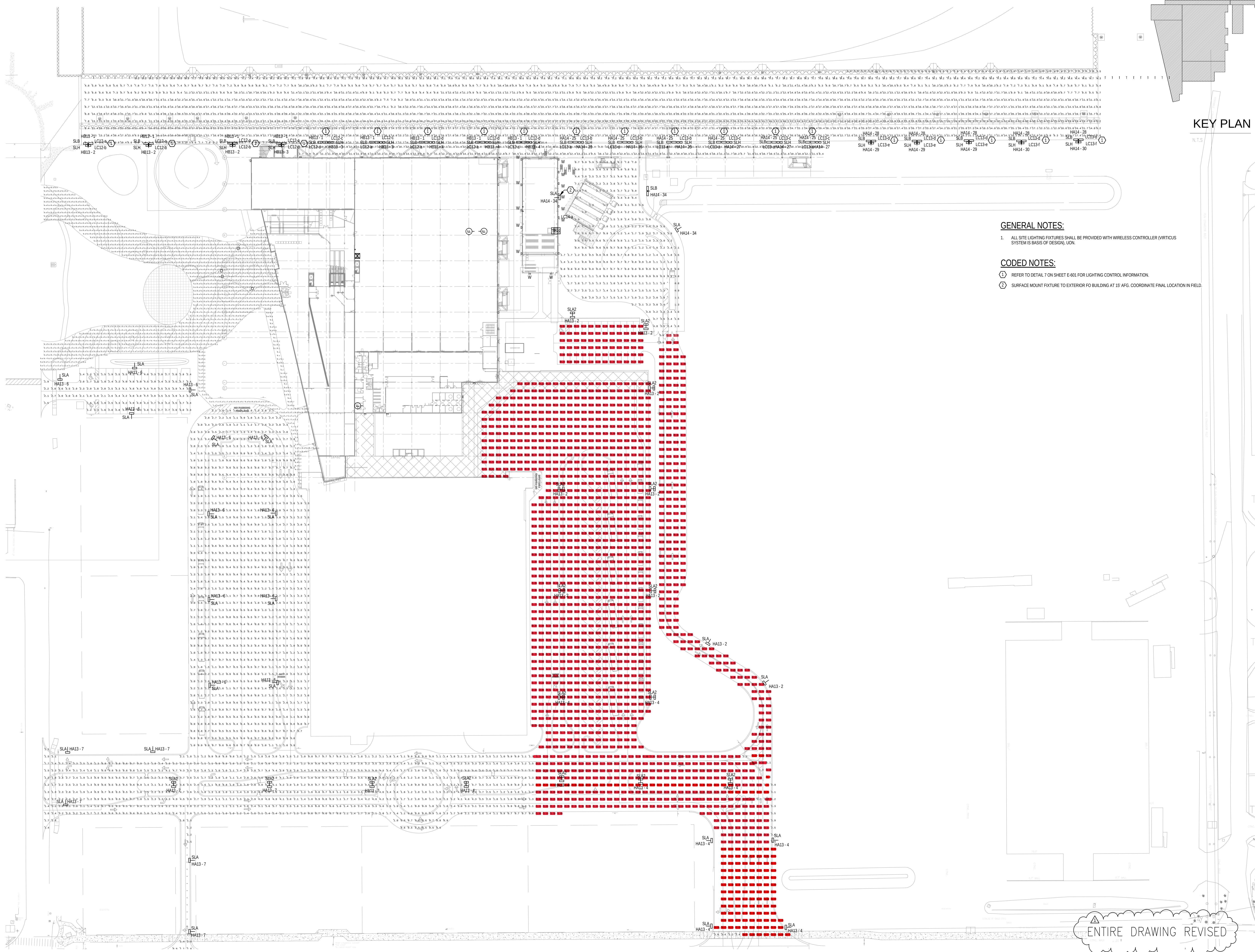
Total: \$18,650.00

This Quote is Valid for 14 Days. TERMS AND CONDITIONS: <https://www.flandersinc.com/terms-and-conditions/>

To signify acceptance of this quotation and initiate work, please return approved Purchase Order to custserv@flandersinc.com . For efficient order processing, please reference FLANDERS Job# on all documents and inquiries.

CT-1 TERMINAL
SITE LIGHTING PLAN

1" = 50'-0"



KEY PLAN

GENERAL NOTES:

1. ALL SITE LIGHTING FIXTURES SHALL BE PROVIDED WITH WIRELESS CONTROLLER (VIRTICUS SYSTEM IS BASIS OF DESIGN), UON.

CODED NOTES:

- ① REFER TO DETAIL 7 ON SHEET E-601 FOR LIGHTING CONTROL INFORMATION.
② SURFACE MOUNT FIXTURE TO EXTERIOR FO BUILDING AT 15' AFG. COORDINATE FINAL LOCATION IN FIELD.

PORT CANAVERAL CRUISE TERMINAL No. 1
DESIGN-BUILD TERMINAL BUILDING AND SITE WORK
CN 3-2-01-13-015
CAPE CANAVERAL, FLORIDA



SHEET TITLE:
SITE LIGHTING PLAN

REVISIONS:	DATE
1 100% CD SET	4/4/14

SUBMITTAL:
100% CD SET

SCALE: AS SHOWN

DATE: MARCH 26, 2014

PROJECT No. 13-1297

DRAWN BY: CVM CHECKED BY: MMH

SHEET No:

E-102

874 Dixon Boulevard
Cocoa, FL 32922
Phone: 321-636-0274
Fax: 321-639-8986
www.tlc-engineers.com
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COA#15 TLC No: 513160



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LICENSE No. A026001812
3075 NW South River Drive
Miami, FL 33142
Phone: 305.555.1855
Fax: 305.555.6344
Email: bea@bea.com
http://www.bea.com

Meeting Date

May 22, 2024

**AGENDA ITEM REQUEST**

Section:	
Item Number:	1.B
Department:	Engineering
Requested Action:	Consideration of authorizing staff to increase to American Business Interiors (ABI) Purchase Order P-132677 by \$8,695.92 for the CT1 VIP Furniture. The new project value is \$335,420.80. (Dave German/Bill Crowe)
Summary Explanation & Background: The purchase of the CT1 VIP Furniture was approved at the March 27, 2024, Commission Meeting. After Commission approval and upon placing the furniture order, it was discovered that the furniture delivery date was adjusted to late June 2024 due to manufacturing. Therefore, it was determined that an expedited removal of the existing furniture and additional labor for assembly of the new furniture was needed to ensure that the furniture is installed prior to the arrival of the RCCL Utopia in July 2024. The two ABI quotes attached to the agenda item total \$12,479.50; \$3,783.58 of the project contingency of will be used to offset the cost which results in an overall increase to the purchase order of \$8,695.92.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The increase amount of \$8,695.92 will exceed the budget for this line item by \$8,696. If approved, this item will be funded from savings in other projects. There is no need for change to the FY24 Capital Budget. Project 1640 - CT Furniture/Equipment

Attachments:[ABI QUOTE Overtime Labor.pdf](#)[ABI QUOTE Remove Dispose.pdf](#)



AMERICAN BUSINESS INTERIORS
2015 S. Waverly Place, Melbourne, Florida 32901
ph 321.723.5003 | fx 321.984.4221
State Lic. # ib c000444

Quotation 48366

Quote Date 04/29/24

Customer Order OVERTIME LABOR - CT1

Customer CANPO2

Terms NET 30 DAYS

Account Representative KIM HISLOP

Quote To

KAREN PAPPAS
CANAVERAL PORT AUTHORITY
ACCOUNTS PAYABLE
445 CHALLENGER ROAD, SUITE 301
Cape Canaveral FL 32920

Ship To

BILL CROWE
CANAVERAL PORT AUTHORITY
9050 DISCOVERY RD
CAPE CANAVERAL FL 32920

Phone +1 (321) 783-7831 x219

Fax +1 (321) 783-3522

Phone +1 (321) 394-3208

bcrowe@portcanaveral.com

Sales Location abi

PLEASE MAKE ORDER OUT TO:

PLEASE SIGN THE QUOTE AND MAIL OR FAX QUOTE AND PURCHASE ORDER TO:

AMERICAN BUSINESS INTERIORS

2015 SOUTH WAVERLY PLACE, MELBOURNE, FL 32901

FAX: 321.984.4221

RECEIVING, DELIVERY AND INSTALLATION MON-FRI DURING NORMAL BUSINESS HOURS ONLY. ELEVATOR ACCESS REQUIRED;
PRODUCT WILL NOT BE STAIR-CARRIED.

50% DEPOSIT REQUIRED WITH ALL ORDERS.

A 3% SURCHARGE APPLIES TO ALL CREDIT CARD TRANSACTIONS.

100% DEPOSIT REQUIRED ON ALL DROP SHIP ORDERS.

***THIS QUOTE IS ONLY VALID FOR 10 DAYS.

Description	Quantity	Unit Price	Extended Price
1 ABI OVERTIME LABOR AMERICAN	1	7,050.00	7,050.00

Quotation Totals

Sub Total	7,050.00
NON TAXABLE	0.00
Grand Total	7,050.00

End of Quotation

Accepted by _____ Title _____ Date _____



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State Lic. # ib c000444

Quotation 48366

Page 2 / 3 (cont'd)

Terms and Conditions:

TERM: All prices are quoted FOB shipping point and are guaranteed for thirty (30) days from date of quotation.

ACCEPTANCE: All orders require a hard copy or electronic purchase order or approved quotation with an authorized signature and date of acceptance.

MODIFICATIONS: Any modifications to an approved and acknowledged order are subject to the Seller's ability to conform and the manufacturer's approval. Changes must be made via a revised purchase order, change order or signed and dated revised quotation.

CUSTOMER REQUIRED DATE: A mutually agreeable (between Buyer and Seller) delivery date is required for each order and will be used as the customer required date.

DEPOSIT \$: A deposit of fifty percent (50%) is required on all orders.

INVOICING

TIMING: Furniture with related installation and other services will be invoiced after delivery of the product to the job site. Direct shipments from the manufacturer will be invoiced upon shipment from the manufacturer. Services not related to purchase of product, may be invoiced in phases or after the services are substantially completed, as determined by the Seller.

PAYMENT TERMS: For furniture and related installation and other services, balance is due in full Net 10 days from date of invoice. Buyer agrees not to withhold payment on any invoice because of partial delivery or open punch list items. A reasonable hold back of up to five percent (5%) of the invoice amount is allowed if there are open items.

FREIGHT: Unless otherwise noted, all applicable freight charges are not included in the price quotation and will be invoiced as a separate line item.

TAXES: Unless otherwise noted, any applicable sales, use, excise, or any other taxes are not included in the price quotation and will be invoiced as a separate line item. Buyer agrees to pay any and all applicable taxes. If Buyer possesses a tax-exempt status, a certificate of tax exemption is to be provided prior to order placement. Buyer is responsible for self-assessment of any and all applicable taxes due to jurisdictions outside of the State.

DELAY \$: If Buyer is unable to receive product at the job site on the mutually agreed upon customer required date, product will be deemed delivered and will be invoiced as if delivered. Standard payment terms will apply. Buyer may withhold five percent (5%) of the invoice amount until actual delivery of product to the job site.

SERVICE CHARGE: A service charge of 1.5% per month will be assessed on all unpaid balances after 30 days from invoice date and after any judgment date. Buyer agrees to pay for all costs of collection including, but not limited to reasonable attorney's fees and costs incurred by Seller to collect past due balances.

CREDIT CARD PURCHASES: A 3% service charge is applied to all credit card purchases/transactions.

OTHER CHARGES

CHANGES/CANCELLATIONS: Buyer will pay all additional charges from the manufacturer for order changes. Express Ship Orders cannot be changed or cancelled. All product is custom manufactured to customer specifications and, therefore, cannot be returned. Cancellations: 20% min. charge if Mfg. approves, 90% if Mfg. does not. Changes after order entry; \$50/line. The pricing quoted allows for no changes in the design/specification. Further design changes will be billed at a standard hourly rate.

EXTRA HANDLING IF SITE NOT READY: If job site is not available on mutually agreed upon customer required date, charges will be assessed to the Buyer for additional handling or redirecting of product at a standard hourly rate.

STORAGE: If job site is not available on mutually agreed upon customer-required date, Buyer will be responsible for a storage charge of three and a half percent (3.5%) per month, minimum \$175.00 per month.

EXTRA HANDLING DUE TO SITE CONDITIONS: Charges will be assessed to the Buyer for excessive handling, storage and transportation incurred because of site conditions, activity of other trades, or other reasons not specifically identified in the price quotation at a standard hourly rate or actual charges if performed by a third party.

OVERTIME: Unless otherwise stated, delivery and installation will be made during Seller's normal business hours (between 8:00 AM and 5:00 PM Monday-Friday, excluding holidays and weekends). Any additional labor costs resulting from overtime work performed at the Buyer's request will be paid by the Buyer.

PARTIAL DELIVERIES: Seller reserves and retains the right in its sole discretion, to make and invoice for partial shipments of merchandise and/or provision of services.

DELIVERY AND INSTALLATION

SELLER'S RESPONSIBILITIES: Other than for drop shipments, Seller will receive, inspect, stage, deliver, and install Buyer's goods. All furnishings will be clean and put into good working order. Carton and packing materials will be removed and premises left in good order. When applicable, Seller may direct shipments directly to the job site.

FREIGHT CLAIM \$: Claims for product damaged in transit will be processed by Seller and damaged product will be repaired or replaced to the



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Page 3 / 3 (cont'd)

reasonable satisfaction of Buyer only for product purchased, delivered and installed.

DROP SHIPMENTS: In case of drop shipments where product is delivered without installation, Buyer will receive, inspect and install ordered goods. Buyer is also responsible for filing necessary freight claims in the event of damage.

USED PRODUCT: The Buyer recognizes that used product comes in "as is" condition. Although the Seller will do its best to provide a functional and aesthetically pleasing product, the Buyer understands the product will have normal wear and tear (e.g. dents, scratches, dirt) and carries no warranty.

CONDITION OF JOB SITE: Job site will be clean and clear of all obstructions prior to installation. Buyer will provide adequate facilities and space for unloading, staging, moving, handling, and storing of product at the job site. Additional charges will apply if the conditions prevent the Seller from completing the work efficiently.

JOB SITE SERVICES: Buyer will furnish electrical current, HVAC, lighting, and elevator service at job site without charge to Seller. If any of these are not provided, Buyer will be responsible for additional charges.

PROTECTION OF DELIVERED GOODS: Buyer is responsible for security and safekeeping product after delivery at job site.

RISK OF LOSS: Upon delivery of product to Buyer's site, or into storage negotiated by Buyer if job site is not ready on mutually agreed upon date, Buyer assumes all risk of loss of delivered/stored product and shall not be released from any obligations under this agreement due to product's loss, damage or disrepair following delivery/storage.

ELECTRICAL CONNECTION: The Buyer will be responsible for making any electrical connections between the building and the furniture.

PHONE/DATA: The Buyer will be responsible for supplying hardware and installation of phone/data lines and connections.

ADDITIONAL TERMS

LEASING: The Buyer and Seller agree that this sale is not contingent on the Buyer obtaining financing or leasing. The Buyer is responsible for securing financing or leasing.

WARRANTIES: Seller makes no warranties of product sold hereunder whatsoever, including any warranty of merchantability or warranty that the furniture is fit for any particular purpose. Seller may act as Buyer's agent in the event of claims of defective materials or workmanship that may be made within the warranty period stated by the manufacturer, supplier or fabricator. The Buyer shall rely exclusively upon warranties provided by the manufacturer, supplier or fabricator of all products sold hereunder. If Seller is asked to perform warranty work and it is subsequently determined that the furniture is not covered by any manufacturer, supplier or fabricator warranty, Buyer will be charged for service at the then current rate.

TITLE AND SECURITY INTEREST: Seller retains title to all goods until Buyer has performed all of its obligations under this agreement and the purchase price of the goods and related services has been fully paid to the Seller. Seller retains security interest in the goods, all accessories, replacements of the proceeds from the goods as security for the performance by Buyer of all of the Buyer's obligations arising under this agreement and the purchase order.

INTERPRETATION OF TERMS AND CONDITIONS: This writing is intended by all parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their dealings between the parties, if any, and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. No failure or conditions of this Agreement, in any instance, shall be construed as a waiver or therewith in the future. Whenever a term defined by the Uniform Commercial Code as contained in the Code is to control.

ACTS BEYOND REASONABLE CONTROL: Seller shall not be liable for any delay or failure to deliver any or all of the product in case delay or failure is caused by labor disputes, strikes, wars, riots, act of God, or any other cause, contingency or circumstances which prevent or hinder the manufacture or delivery of the product beyond the reasonable control of the Seller.

WAIVER: No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless it is supported by a consideration and is in writing signed by the aggrieved party.



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2015 S. Waverly Place, Melbourne, Florida 32901
ph 321.723.5003 | fx 321.984.4221
State Lic. # ib c000444

Quotation 48114

Quote Date 04/25/24

Customer Order REMOVE & DISPOSE

Customer CANPO2

Terms NET 30 DAYS

Account Representative KIM HISLOP

Quote To

KAREN PAPPAS
CANAVERAL PORT AUTHORITY
ACCOUNTS PAYABLE
445 CHALLENGER ROAD, SUITE 301
Cape Canaveral FL 32920

Ship To

BILL CROWE
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9050 DISCOVERY RD
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bcrowe@portcanaveral.com

Sales Location abi

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A 3% SURCHARGE APPLIES TO ALL CREDIT CARD TRANSACTIONS.

100% DEPOSIT REQUIRED ON ALL DROP SHIP ORDERS.

***THIS QUOTE IS ONLY VALID FOR 10 DAYS.

Description	Quantity	Unit Price	Extended Price
1 ABI TO REMOVE AND DISPOSE OF (38) BIG LOUNGE 2-SEATER, (22) CHAIRS, (14) ROUND OTTAMAN DURING NORMAL BUSINESS HOURS. DAYS OF SERVICE 6/12/24 AND 6/13/24. NO STAIR CARRY. AMERICAN	1	5,429.50	5,429.50

Quotation Totals

Sub Total	5,429.50
NON TAXABLE	0.00
Grand Total	5,429.50

End of Quotation

Accepted by _____ Title _____ Date _____



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Page 2 / 3 (cont'd)

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Quotation 48114

Page 3 / 3 (cont'd)

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ACTS BEYOND REASONABLE CONTROL: Seller shall not be liable for any delay or failure to deliver any or all of the product in case delay or failure is caused by labor disputes, strikes, wars, riots, act of God, or any other cause, contingency or circumstances which prevent or hinder the manufacture or delivery of the product beyond the reasonable control of the Seller.

WAIVER: No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless it is supported by a consideration and is in writing signed by the aggrieved party.

Meeting Date

May 22, 2024

**AGENDA ITEM REQUEST**

Section:	
Item Number:	1.C
Department:	Engineering
Requested Action:	Consideration of authorizing staff to increase Atkins purchase order P-122092 by \$1,451,010.42 for the Terminal X Marine Improvements Design, pursuant to PUR-RFQ-17-5. (Patrick Hammond/Bill Crowe)
Summary Explanation & Background: Under the existing Berthing Facilities Feasibility Study and Design project, the Atkins team identified improvements to North Cargo Berth 8 to facilitate the Port's future berthing needs. These identified improvements included a bulkhead along SR401 between Cruise Terminal 5 and North Cargo Berth 8, and an additional pier extension with associated mooring upgrades. In coordination with various CPA departments, the scope was defined, and the improvements will be designed to support the future cruise terminal, Terminal X. The design will be phased to accommodate cruise vessel needs with the pier extension and mooring improvements as phase one and the SR401 bulkhead as phase two. The scope of services of the current request includes bidding services. Construction administration services will be negotiated for award at a future meeting.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total amount of \$1,451,010 is included in the FY24 Capital Budget. The funding for this line item was reallocated from the Master Plan-Cruise Projects line to the NCB8 line. There is no change to the overall FY24 Capital budget. Project 1842 - NCB8

Attachments:

[Atkins CTX Design V4.pdf](#)



ADDENDUM 4 - BERTHING FACILITIES FEASIBILITY STUDY & DETAILED DESIGN



William Crowe, P.E.
Vice President, Engineering, Construction & Facilities
Patrick Hammond, P.E.
Project Manager

OUR REFERENCE:
PUR-RFQ-17-5 Addendum 4
Rev 3.0

Canaveral Port Authority
445 Challenger Road
Cape Canaveral, FL 32920

Dear Bill & Patrick,

16 May 2024

Thank you very much for your call early last week regarding your request for a proposal to address marine upgrades at North Cargo Berth 8 and the State Road 401 shoreline.

Attached, please find for your review our DRAFT proposed scope and recommended fees to perform the requested services. The document provides an overview of our understanding of the project, identifies the subconsultants that will be assisting, presents a recommended scope of work, and a performance schedule that aligns with the information shared with us last week.

AtkinsRéalis
2671 W. Eau Gallie Blvd.
Suite 104
Melbourne, FL 32935

We trust the attached proposal document meets with your requirements for scope, and we look forward to your feedback in the ensuing days. Should you have any questions, please feel free to reach out to me at 571-423-8065 or Desi Maldonado at 478-397-8480. Thank you for allowing AtkinsRéalis and our team members to be of continued service to Canaveral Port Authority.

atkinsrealis.com

Kind regards

John J. Corley III, P.E.
Sector Manager – Ports & Maritime

AtkinsRéalis USA Inc.
Registered office: 4030 West
Boy Scout Boulevard, Suite
700, Tampa FL 33607, United
States

Notice

This document and its contents have been prepared and are intended solely as information for Canaveral Port Authority and use in relation to Proposal for Addendum 4 to PUR-RFQ-17-5, Berthing Facilities Feasibility Study and Detailed Design.

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

This document has 40 pages including the cover.

Document history

Document title: Proposal

Document reference: Addendum 4: PUR-RFQ-17-5

Revision	Purpose description	Originated	Checked	Reviewed	Authorized	Date
1.0	Draft Proposal	JJC	DMM	DMM	JJC	May 8, 2024
2.0	Draft Proposal	JJC	DMM	DMM	JJC	May 13, 2024
3.0	Draft Proposal	JJC	DMM	DMM	JJC	May 14, 2024
4.0	Final Proposal	JJC	DMM	DMM	JJC	May 16, 2024

Client signoff

Client	Canaveral Port Authority
Project	ADDENDUM 4 - BERTHING FACILITIES FEASIBILITY STUDY & DETAILED DESIGN
Job number	
Client signature/date	



Contents

1.	Introduction & Background	5
2.	Project Team	6
3.	Scope of Work	6
3.1	Task 1 – Field Investigation Services	6
3.1.1	Dredged material testing and disposal.....	7
3.1.2	Geotechnical Investigation.....	7
3.1.3	Topographic Survey	8
3.1.4	Bathymetric Survey	8
3.1.5	Underground Utility Location.....	8
3.2	Task 2 – Permitting	8
3.2.1	Permit Update for Pier Extension.....	8
3.2.2	SR 401 Bulkhead and Upland Improvements Permit	9
3.3	Task 3 – Engineering Design	10
3.3.1	North Cargo Berth 8 Extension & Upland Berth Upgrades.....	10
3.3.2	Passenger Boarding Bridge Study and Procurement Package	11
3.3.3	SR 401 Bulkhead Design	11
3.4	Task 4 – Bidding Support.....	13
3.5	Task 5 – Construction-Phase Services	13
4.	Schedule.....	14
5.	Additional Services, Assumptions and Authority Responsibilities	14
6.	Compensation.....	16
Appendix A.	Fee Estimate	18
Appendix B.	Rate Schedules.....	21
Appendix C.	Sub-Consultant Proposals	23

Tables

Table 3-1 - Summary of Field Investigations	6
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Figures

Figure 1-1 - Project Elements and General Arrangement	5
Figure 4-1 - Project Schedule	14



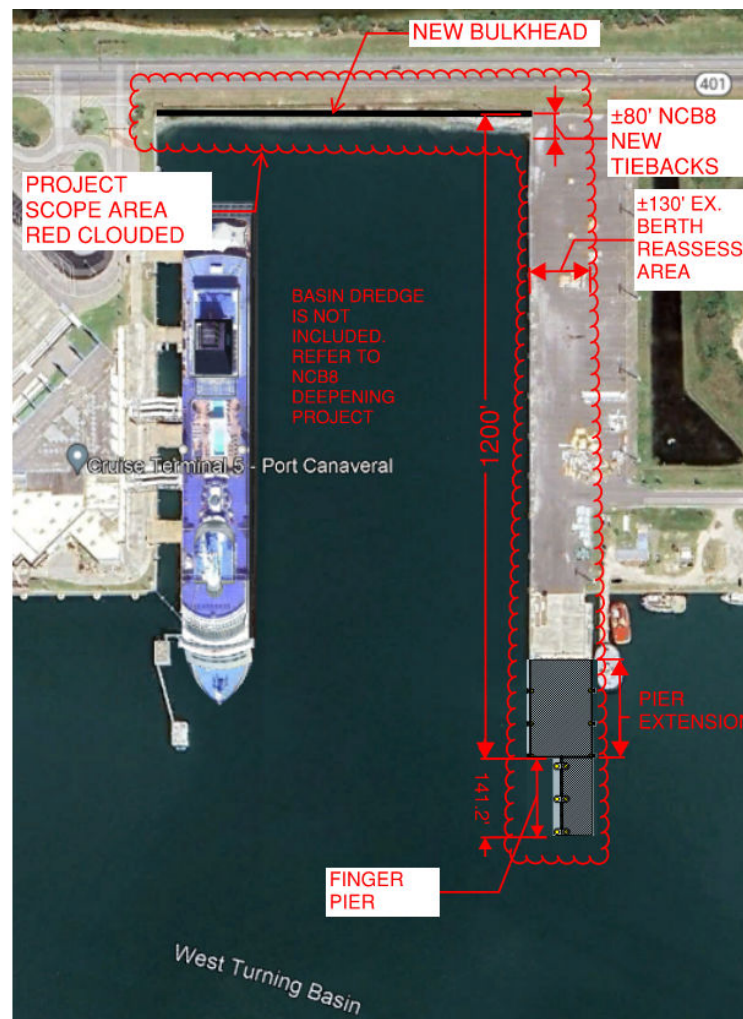
1. Introduction & Background

This document describes the proposed scope of work, schedule and fees associated with the provision of field investigative, planning, permitting, engineering, bidding support, and construction-phase services for development of the following infrastructure elements at Port Canaveral:

- Extension to North Cargo Berth 8 (NCB-8), consisting of an open-pile wharf, mooring dolphins, a finger pier, and upgrades to NCB-8 to accommodate future mooring of cruise vessels.
- Passenger Boarding Bridge (PBB) Study and Procurement Package
- Construction of a new north bulkhead wall along State Road 401 between Cruise Terminal 5 (CT5) and NCB-8

The general arrangement for the project is shown in Figure 1-1.

Figure 1-1 - Project Elements and General Arrangement



The services described herein will be delivered as ADDENDUM 4 to the AGREEMENT dated the 28th day of September 2017 by and between the CANAVERAL PORT AUTHORITY, hereinafter referred to as AUTHORITY and ATKINS NORTH AMERICA, INC., now known as AtkinsRéalis USA, Inc., hereinafter referred to as the CONSULTANT. The referenced AGREEMENT is identified as PUR-RFQ-17-5 provision of “PROFESSIONAL SERVICES ASSOCIATED WITH BERTHING FEASIBILITY STUDY & DETAILED DESIGN”.

2. Project Team

The project team will consist of the following firms.

- AtkinsRéalis USA, Inc. (AtkinsRéalis) – Prime Consultant & Bulkhead Design Lead
- Jacobs Engineering Group (Jacobs) – Pier Extension Lead
- Terracon Consultants, Inc. (Terracon) – Geotechnical
- Land & Sea Surveying Concepts, Inc. (Land & Sea) – Topographic and Hydrographic Survey
- Coast & Harbor Engineering (CHE) – Propellor Wash and Berth Scour Analysis

3. Scope of Work

The scope of work consists of the following tasks:

- Field Investigation Services
- Permitting
- Engineering Design
- Bidding Support
- Construction-Phase Services

Each of these tasks are discussed in further detail in the following sections.

3.1 Task 1 – Field Investigation Services

Field investigation services will be executed to accommodate the data acquisition requirements for each project element. Where applicable, available data will be utilized in lieu of active field investigations. We have identified the following field investigations, summarized in Table 3-1, and detailed in the ensuing sections.

Table 3-1 - Summary of Field Investigations

Field Investigation	Status	Actions	Included / Not Included
Dredged material testing and disposal	Samples and testing completed under prior work	Coordinate with CPA to determine applicability and prepare scope and fee if sampling and testing are required	Scope and Fees are Not Included in this Proposal
Geotechnical Investigation	To be completed under separate	. Geotechnical Services will be conducted under a separate contract.	Scope and Fees for coordination of the



	contract. Scope of work directed by Jacobs	Results will be used by NCB-8 and SR-401 Bulkhead Design Teams. Conduct a propellor wash and berth scour Analysis	geotechnical study effort are included, but costs for the actual geotechnical investigation are Not Included in this Proposal. Scope and fees for a scour analysis are included
Topographic Survey	Current data is not available	Land & Sea will conduct a Topographic Survey under subcontract for the SR 401 Bulkhead project element	Scope and Fee are included in this Proposal
Bathymetric Survey	Recent Bathymetric Survey completes as part of the NCB-8 Deepening Project	Existing Bathymetric Survey Data will be utilized by design teams. A limited Bathymetric Survey will be conducted along the SR401 Shoreline. A Post-dredge bathymetric survey may be required to verify final dredge quantities for bidding purposes.	Scope and Fees for a limited multibeam bathymetric survey and dive inspection along the SR401 embankment are included A post-dredge bathymetric survey is not included
Underground Utilities Location	Current data is not available	Land & Sea will conduct a Underground Utility exploration under subcontract for the SR 401 Bulkhead project element	Scope and Fee are included in this Proposal

3.1.1 Dredged material testing and disposal

AtkinsRéalis understands that dredged material sampling and testing may have been completed as part of an earlier project task. AtkinsRéalis will work the Authority to determine the status of the collected samples and testing results, and applicability to the current project.

3.1.2 Geotechnical Investigation

Geotechnical investigation services will be provided under a separate contract. Coordinate Geotechnical Engineering services from a company already under contract on another Authority berth project, to perform field and laboratory investigations of the proposed bulkhead alignment as direct by the CONSULTANT.

3.1.2.1 Propeller Wash and Berth Scour Analysis

Evaluate potential bulkhead toe scour in two areas: the shoreline along State Route 401 (SR401) between CT-5 and NCB-8, and along NCB-8, and determine the need for scour protection. Propeller and thruster wash modeling will be performed to develop design criteria for potential scour protection system(s). Scour analysis will be performed to evaluate potential equilibrium scour at the northern shoreline near CT5, as well as at the NCB8 berth, to determine whether scour protection is required. The work will be performed by Coast & Harbor Engineering, and the full scope is shown in Appendix C.



3.1.3 Topographic Survey

1. Perform a topographic survey of the area from the north side of the roadway to the edge of water to include the entrance road to CT-5 (Charles M Rowland Drive). Data will be collected using RTK GPS on cross-sections every 50 feet. All above ground improvements within the survey area will be located. Elevation spot shots and 1-foot contour interval will be provided. Limits of the survey are as indicated on Figure 1-1.
2. Underground utilities may be surveyed as marked by the utility owners to be shown on the drawing or as indicated in the Underground Utility Location section of this proposal.
3. Timeline is approximately 30-60 days, concurrent with the underground utility survey.

3.1.4 Bathymetric Survey

1. Recent Port / Jacobs bathymetry survey will be utilized for the in-water works from the “North Cargo Berth 8 Deepening” project. A budgetary line item can be allocated if Client so desires for contingency bathymetry.
2. A limited bathymetric survey along the SR 401 slope and shoreline will be conducted to tie topographic data with existing bathymetric data.

3.1.5 Underground Utility Location

1. Utilizing conventional electronic designating equipment and including Ground Penetrating Radar (GPR), designate and mark the horizontal location of found subsurface utilities adjacent to the proposed bulkhead within the SR 401 roadway corridor.
2. Provide a verified vertical and horizontal (VVH) test hole on the found underground utility lines adjacent to the bulkhead in the SR 401 corridor identifying material, depth, and size. A vacuum truck will be utilized for the test holes. 24 test holes have been budgeted.
3. Pavement test holes may not be necessary. If needed, each test hole will be neatly cut and remove existing pavement or other surface material. Vacuum-excavate the material through the cut, down to the utility in a way that prevents damage to wrappings, coatings or other protective coverings of the utilities (i.e. vacuum/pressure excavations, hand digging, etc.). Backfill and compact with select material around the utility. Provide a restoration of the surface pavement, within the limits of the cut, at the time of the backfill.
4. Survey found utility information (depth) and provide a two-dimensional electronic drawing in plan-view only depicting the found horizontal utility information. This information will be added to the topographic survey.
5. Timeline is approximately 30-60 days, concurrent with topographic survey.

3.2 Task 2 – Permitting

3.2.1 Permit Update for Pier Extension

1. Assist Authority staff with the modification of existing FDEP and USACE permits for marine structures to be submitted by Authority. Provide the necessary signed and sealed drawings to the permitting agencies. Task includes up to two (2) responses to Requests for Additional Information (RAI), each agency. RAI responses will be limited to project information that does not require supplemental technical analysis or project modifications to mitigate impacts to environmental resources or water quality, or otherwise require non-conventional methods or



means to construct the proposed improvements. Permit application fees will be paid by Authority for all required permits and/or permit modifications.

2. Timeline for FDEP permit is approximately 60 days, and the USACE Permit Update for the Pier Extension is approximately 6 months.

3.2.2 SR 401 Bulkhead and Upland Improvements Permit

1. Sr 401 Bulkhead Structures.
 - a. Prepare modification request for Florida Department of Environmental Protection (FDEP) permit #0272477-008-BM (or current version) and an Individual Permit for the US Army Corps of Engineers (USACE) for the installation of a new bulkhead wall along SR 401 between CT5 and NCB-8. The wall will include dredging with ODMDS disposal to install a scour mat from approximately -24' MLLW at the base of the new wall extending to -43' MLLW in the WTB.
 - b. The draft FDEP modification and new USACE permit requests will include application forms, project description narratives, and drawings submitted to AUTHORITY for review and comment and editing prior to agency submittal. Permit drawings will be prepared by CONSULTANT with assistance by Subconsultant. Task includes up to two (2) responses to agency Requests for Additional Information (RAI), each agency.
 - c. Environmental testing and all required analyses, and evaluation reports for compliance with MRPSA Section 103 authorizations for offshore dredge material disposal not presented in this scope would be presented for completion as additional services. Permit application fees will be paid by Authority for all required permits and/or permit modifications.
2. FDOT (utility, drainage, temporary driveway, or general ROW work permit)
 - a. Prepare FDOT Utility permit application to allow relocation of utilities within the shoulder.
 - b. Perform roadside drainage permitting (or exemption request) to account for ROW Drainage conveyance only. Hydrodynamic models are assumed not to be needed for this effort.
 - c. Prepare Temporary Driveway or General Work permit application to allow for access & staging within, or traversing to and from outside the ROW, to allow for temporary construction activities.
 - d. Respond to FDOT comments up to two times during the permit application process.
3. FDEP water and sanitary sewer relocations
 - a. Submit and pursue FDEP Potable Water and FDEP Sewer application or exemption for watermain and force main relocations within the roadside corridor.
 - b. Respond to FDEP permit inquiries up to two times.
4. FDEP stormwater permit
 - a. Confirm exemption of stormwater permitting with FDEP. Water Quality and Quantity calculations are assumed not to be needed.
5. Utility relocation (to be determined)
 - a. Potable water relocation - City of Cocoa – Prepare permit drawings and application package to City of Cocoa to relocate watermain. Respond to comments up to two times.
 - b. Sewer force main relocation – City of Cocoa Beach - Prepare permit drawings and application package to City of Cocoa Beach to relocate force main. Respond to comments up to two times.
 - c. General utility accommodations - AT&T, Port fiber, Communications, Traffic Fiber – Coordinate with ATT, Port IT Fiber Department, and Brevard County Signal Operations to relocate fiber optic lines, copper communication lines in conflict with bulkhead construction. Respond to comments up to two times.



- d. Seaport Canaveral Bunker Fuel Line – Assess potential impacts of proposed bulkhead construction in conjunction with adjacent fuel line.
6. Timelines for permitting is approximately twelve (12) to eighteen (18) months.

3.3 Task 3 – Engineering Design

3.3.1 North Cargo Berth 8 Extension & Upland Berth Upgrades

1. Prepare up to four cruise vessel class planning mooring layouts that will be used to confirm vessel positioning and general arrangement of mooring and breasting dolphins, berth apron level doors and their function, main and secondary passenger doors, and the required length of the passenger boarding concourse. Vessel classes shall be the Icon Class, the MSC World Class, the NCL Breakaway Class, and the NCL Breakaway Plus Class.
2. Prepare the design to upgrade the existing T-head bollards from 100-metric tons to 200-metric tons for breasting dolphins, and 125 metric tons for berth face spring line bollards.
3. Design the upgrade of the existing ship's water stations to accommodate up to six 2-1/2-inch hoses. Include one new water station on the Phase 2 berth extension. Connection and metering of the existing and new water stations will be by CONSULTANT to a location designated by the Authority.
4. Design lighting to be located at the end of the pier extension for line handler safety, and include a hose connection at the end of the pier extension for cleaning.
5. Perform a mooring analysis of the four cruise vessels classes stated in paragraph 1 above at NCB 8 with the proposed mooring fixture improvements. Each analysis will consider bow north and bow south and will include an analysis of hull pressures on the existing panel fenders. Prepare a report that summarizes the findings and recommendations for improvements, if necessary.
6. Develop the design and details related to fender replacements and/or additions deemed necessary from the panel fender hull pressure analysis.
7. Utilizing previous geotechnical reports and drawings from previous NCB-8 projects, design Phase 2 of the south berth extension (approximately 180 feet long by 114 feet wide), upland mooring dolphins, and south in water mooring dolphins. A narrow finger pier, approximately 140 feet long by 60 feet wide, will be designed as an alternate to the south mooring dolphins. The east side of the extensions will include recovered and new "plastic" fender piles for the mooring of tugs and other small vessels. The tugs and small vessel fleet shall be coordinated with the Authority.
8. From previous passenger boarding bridge (PBB) designs and installations at Port Canaveral, utilize the load reactions to establish the need for composite strengthening of existing Phase 1 pier extension deck units. If strengthening is required, design post-installed composite systems to be applied along select areas of the existing concrete deck structure. The Phase 2 extension deck will be design for the PBB loads.
9. Design PBB concrete runways along existing upland berth area.
10. Design provisions for the demolition of selected berth components required for the construction of the new elements, including water station concrete enclosures, selective concrete demolition at bollards to be replaced, fenders (if required), berth asphalt areas at new berth work, and composite fendering piles.
11. Utilize previous hydrographic survey of the berth area and where the berth extension and south mooring dolphins or finger pier will be constructed.
12. Should scour protection be required as determined by the Propeller Wash and Berth Scour Analysis, CHE will perform design of the scour protection system for the northern shoreline and NCB-8 berth area.



13. Prepare drawings and specifications to be used for bidding and construction of new berth facilities.
14. Timeline for NCB-8 Extension and Uplands Mooring Upgrades Design is approximately 4 months.

3.3.2 Passenger Boarding Bridge Study and Procurement Package

1. Prepare a separate procurement bid package for the Passenger Boarding Bridge (PBB) utilizing the latest Authority performance and fabrication specification for fully mobile PBB's. The bid package will be for two PBB's, fabricated as "mirror images" to allow them to connect to closely spaced vessel shell doors or gates. As part of this task, Jacobs will determine the optimum setback distance from the face of the berth to the terminal and the elevation for the terminal's passenger boarding concourse.
2. Timeline for PBB Study and Procurement Package is approximately 3 months.

3.3.3 SR 401 Bulkhead Design

1. Maintenance of traffic (MOT) plan
 - a. Develop & provide MOT Sheets based on FDOT Standard detail indices for lane closures.
 - b. Coordinate & modify standards based on FDOT feedback to provide exhibits.
 - c. Specify temporary jersey barriers during construction and provide a permanently designed guardrail to protect against drop-off hazards against the new bulkhead on the mainline eastbound approach.
 - d. Coordinate with selected terminal design team on potential expansion plans for SR-401 – include loading characteristics in design criteria.
 - e. Coordinate with the Contractor to finalize MOT.
2. Dredging and dredged material offshore disposal of the embankment in front of proposed bulkhead wall (Jacobs)
 - a. Prepare plans and specifications for the dredging construction portion of the proposed bulkhead wall. Disposal of spoil shall be into the permitted offshore dredge disposal site. Dredging of the NCB-8 berth box, CT5 Basin, and approach from the West Turning Circle will be performed under a separate project.
 - b. Perform TIN model and calculations of project depth and paid over-depth dredge quantities.
 - c. Prepare a cost estimate for dredge and soil disposal.
3. Geotechnical design (Jacobs)
 - a. Geotechnical subsurface investigation will be performed by Terracon under a separate contract and is described in Section 3.1.2.
 - b. Based on the Geotechnical Engineering Firm's written report and the review of previous geotechnical investigations at or near this site, Jacobs will prepare a Design Basis Memorandum describing the recommended geotechnical design parameters for the proposed bulkhead wall to be designed by CONSULTANT.
 - c. Jacobs will review bulkhead wall design, drawings, and technical specifications prepared by CONSULTANT.
 - d. Attend up to two project design review meetings between CONSULTANT and AUTHORITY to be held at CPA offices in Port Canaveral. Jacobs' attendees will be one Maritime Engineer from Subconsultant's Port Canaveral office and one Geotechnical Engineer who will attend via telephone conference or by Skype.
 - e. Perform long-term soil settlement analysis to consider potential impacts for neighbouring State Road 401 (SR401) roadway area.
4. Bulkhead and tie-back design



- a. The SR401 bulkhead design will include the length of shoreline between existing CT-5 and NCB-8 marine structures. We understand that the northern portion of NCB-8 bulkhead will require additional tie-backs to provide support post-dredging of the SR401 shoreline embankment.
 - b. Attend up to two project design review meetings between CONSULTANT and AUTHORITY.
 - c. Preliminary design to address final project design review meeting goals. Preliminary design to include plan and section based on geotechnical recommendations from Jacobs and the Geotechnical Engineer. A preliminary cost estimate will also be provided. Structural calculations will be performed as needed to determine appropriate member sizing for conceptual design.
 - d. Attend preliminary design meeting with AUTHORITY to review and discuss preliminary design and cost. Subconsultant attendees will be Jacobs, meeting will be held at Port Canaveral office.
 - e. Final Design for bulkhead elements, to include wall section, tie-backs, concrete cap, mooring bollards, and railing elements, and scour protection, as needed.
 - i. Intermediate design submittals shall include plans, basis of design document, and cost estimate to reflect design milestone.
 - ii. Final design submittal shall include plans, basis of design document, final cost estimate, and full calculations package. Plans and calculations shall be signed and sealed by engineer of record.
 - iii. Construction contract documents, including plans and technical specifications, are included under section 7 below.
 - iv. Perform final QAQC review of quantities for dredge calculations performed by Jacobs.
5. Utility relocation
- a. Design relocated utility corridor following the FDOT Utility Accommodation Manual (UAM) to the best extent practical using same roadway corridor alignment and consideration to new adjacent infrastructure (i.e. – tiebacks, construction tolerances, etc.) to avoid conflicts.
6. Upland erosion and sediment control
- a. Prepare Stormwater Pollution Prevention Plan and details for contractor to utilize for erosion & sediment control during work for their use with obtaining the NPDES Permit.
7. Construction contract documents (plans and technical specifications)
- a. CONSULTANT will develop construction contract documents in three deliverable phases:
 - i. (1) design development documents (DD) representing progress at 60% level.
 - ii. (2) 90% Design Documents which reflect further design detail, some amount of permitting effort, and address comments from AUTHORITY review of the 60% submittal
 - iii. (3) Final Tender Documents (i.e.-100% Design Documents) which represent a comprehensive set of final construction documents that have incorporated all AUTHORITY and regulatory agency comments and revisions into a final set of “ISSUE FOR CONSTRUCTION” documents.
 - b. The Conceptual Bulkhead drawings submitted in October 2018, shall form the basis for the design development documents.
 - i. Deliverables include four (4) sets of plans and specifications and an Opinion of Probable Cost at the completion of design.
 - ii. CONSULTANT shall attend up to nine (9) meetings with AUTHORITY staff at key milestones in the design process from project inception to completion of the construction documents.
8. Timeline is approximately eight (8) to ten (10) months.



3.4 Task 4 – Bidding Support

We anticipate that bidding support will be segmented by individual package for each of the three (3) project elements, (NCB-8 Pier Extension, PBB Procurement Package, New North Bulkhead along SR 401). Each of the three (3) bidding support efforts will consist generally of the following activities.

Following approval of the 100% Construction Documents, AtkinsRéalis will prepare bid documents to issue to CPA for release. Bid documents would consist of the approved construction drawings and the project technical specifications issued for bid. AtkinsRéalis will edit Division 0 and 1 (“front-end documents”) specifications provided by the CPA (with coordination with Jacobs) in MS Word format to insert project specific information in these sections, including the bid schedule if needed. It is assumed that only minor project specific information editing of Division 0 and 1 specifications will be required. AtkinsRéalis will also:

1. Attend a pre-bid meeting. AtkinsRéalis can assist with determining an appropriate date for a Pre-Bid Meeting in needed.
2. Prepare answers to questions, clarifications, or interpretations submitted by potential bidders to CPA (7 calendar day review period). Estimated level of effort is based on providing one combined response of all questions submitted to and compiled by CPA.
3. Assist CPA with preparing bid addendums for technical items (one bid addendum is assumed). Multiple bid addendums may warrant additional compensation.
4. Review and make recommendations to CPA regarding acceptance of the low bid contractor’s Schedule of Values.
5. Deliverables: Bid Documents (plans & specs)

A bid form is assumed to be supplied by CPA. CPA is assumed to advertise the bid.

Bid documents include changes that may be warranted to the contract drawings, technical and supplemental general conditions or other construction-related issues as appropriate.

3.5 Task 5 – Construction-Phase Services

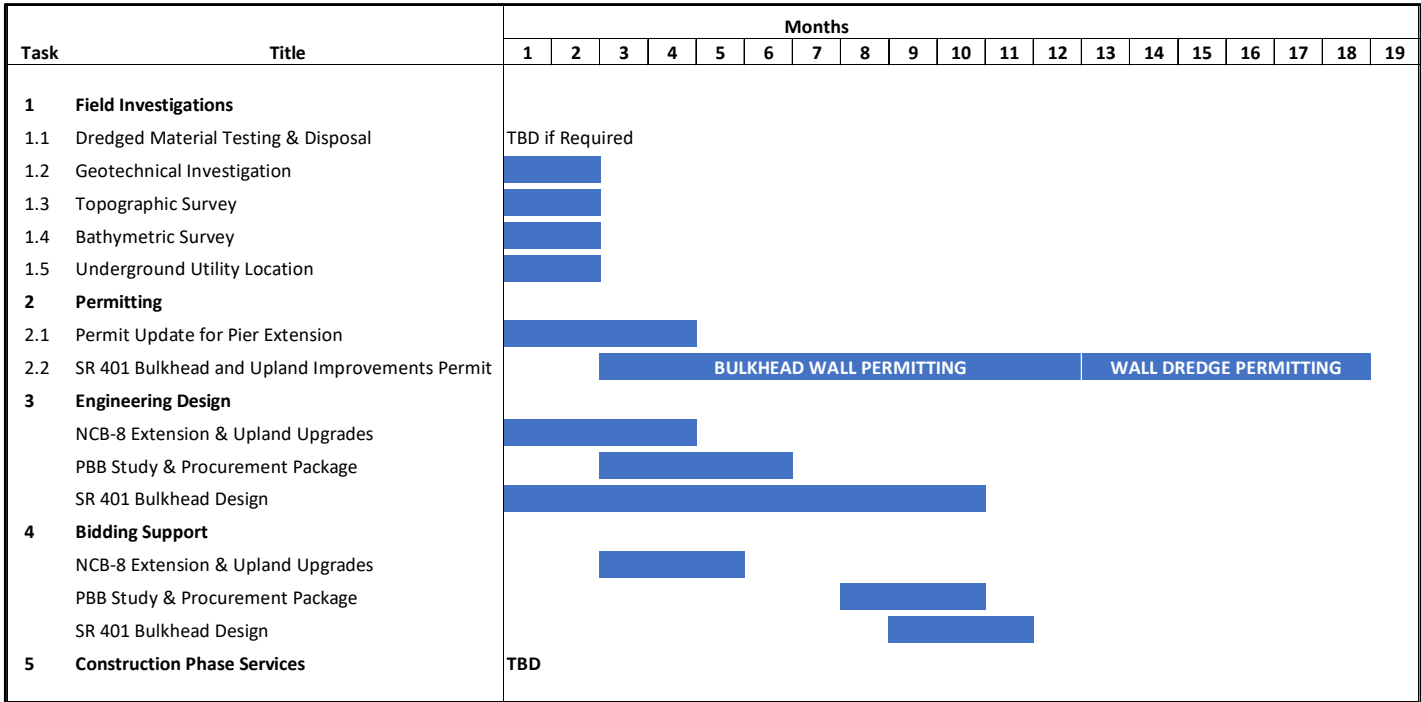
Construction-Phase Services will be determined at a future date. The levels of effort and associated fees will be determined following completion of the design packages and direction from the Authority.



4. Schedule

The schedule for delivery of these services is outlined in Figure 4-1.

Figure 4-1 - Project Schedule



5. Additional Services, Assumptions and Authority Responsibilities

Services authorized by the AUTHORITY other than those specifically listed above shall be considered additional services. Additional Services must be authorized by the AUTHORITY in writing, in which event CONSULTANT shall perform such services in connection with the Project. Any additional services shall be set forth in an amendment to this Agreement, which shall be executed by both parties, and which shall be governed by the terms of this Agreement.

Assumptions made in development of this scope of services are identified below. Excluded (Additional) services are listed below. If authorized in writing by the AUTHORITY, CONSULTANT can provide the Additional Services listed below:

- 1. Participation by one or more of CONSULTANT's staff with special expertise in a technical committee convened by the AUTHORITY to discuss and develop design approaches and standards is not included. Specialty expertise in Land Planning to discuss and develop design approaches & standards are not included.
- 2. Changes to the pre-development plan after completion of ±90% Design is not included in this scope of work.



3. Updating plans due to Contractor promulgated changes are not included after $\pm 90\%$ Design.
4. Roadway (or substantial offsite) improvement plans to SR401 are not included. This includes structural traffic loading assessments of SR401 lanes (or future added lanes) adjacent to the bulkhead or any other traffic or transportation studies regarding the project.
5. Scheduling (MS Project, etc.) is not included.
6. No significant changes related to Cruise Terminal 5 bulkhead wall are required.
7. Substantial Plan Changes not included. This would include continued Design changes after 100% / IFC issued drawings (i.e., Permitting is incomplete) for new elements introduced, relocating site elements, and/or enhanced geometry. Upland design beyond Exhibit area is not included. The primary upland construction / design intent is for Utility Accommodations & MOT.
8. Vessel Navigational Simulations (STAR Center simulations) are not part of this Scope of Services.
9. Petroleum or Fuel Plans are not included. Hazardous materials or contaminants are assumed not to be within the limits of design. Remediation design is not included.
10. Design and assistance to AUTHORITY in the evaluation, selection, and design of systems and/or ATRP elements such as security-related items - fences, cameras, etc. are not included.
11. Field verification of AUTHORITY provided information, passage of time review or known changes in site conditions prior to bidding; or other AUTHORITY directed revisions of previously approved documents are not included.
12. Preparation of architectural / MEP, hardscape sketches, hardscape plans, and special design features including but not limited to AUTHORITY specific signage, (etc.), site structural (retaining walls other than bulkhead), site lighting/electrical, irrigation, or landscaping services are not included in this scope of services.
13. Project phasing plans/phasing cost estimates are not included in this scope of services. It is assumed the project will be built as a single construction phase.
14. Consumptive use permitting (CUP) is not included in this scope. The Contractor will be responsible for actual dewatering permits as is standard practice.
15. FEMA Permitting is not included. Mitigation Permitting (wetland or species) is not included.
16. This scope of work does not include landscape, irrigation, site lighting, building architectural, mechanical, electrical, and plumbing design.
17. It is assumed that the existing potable watermain, force main, and dry utilities can be accommodated by adjacent bulkhead alignment offset that are adequate for the proposed improvements. Major Offsite utility design and utility upgrades to existing utility services and infrastructure are not included in this scope of services. Hydrant testing may be required at cost to the AUTHORITY.
18. It is assumed that any required Maintenance of Traffic Plans will be the responsibility of the contractor. Traffic analyses/studies are not included.
19. Contractor to file the Notice of Intent and Notice of Termination for all National Pollution Discharge Elimination System (NPDES) permits and conduct monitoring as required.
20. Services not specifically listed in this scope of services are not included in this scope of services.
21. Permitting Fees (any fees) shall be supplied by AUTHORITY.
22. The scope and fee validity of this proposal is contingent upon the Scope & Fees provided and CONSULTANT reserves the right to adjust fees if the identified scope is piecemealed.
23. Stormwater treatment, stormwater conveyances beyond scope area limits, or any Stormwater ERP Permitting is assumed to be completed by the landside design team.
24. Design of upland containment/disposal of dredge spoil material is not part of this Scope of Services but may be added for additional fee and extension of schedule.



6. Compensation

The scope of work described above will be performed on a time and materials basis. Compensation for the work covered by this scope of services shall be invoiced monthly based upon hourly labor rates shown in Appendix B – Rate Schedules, and the rates shown in each of our subconsultant proposals shown in Appendix C – Subconsultant Proposals.

The recommended not to exceed budget amount for the work covered under this Addendum 4 is **One million, four hundred twenty thousand, four hundred sixteen dollars (\$1,420,416)** per the estimate shown in Appendix A – Fee Estimate.

The proposed fees include costs for options that have been identified by our subconsultants.

- Land & Sea has identified employment of a Multibeam Survey of Revetment for \$4,850 or a Diving Investigation for \$7,700 completing the profile of the SR-401 embankment. We have included the cost for both Multibeam Survey and the Diving Investigation within our fee estimate for a total of \$12,550.
- Coast & Harbor Engineering has identified a cost of \$130,000 for design of the surge protection mats if they are needed. It is possible that this design may not be required, pending the results of the prop wash and scour study. We have included the cost of the design for the surge protection mats within our fee estimate.



APPENDICES

Appendix A. Fee Estimate

Cost Proposal - By Task		
Addendum 4 - Berthing Facilities Feasibility and Detailed Design		
Canaveral Port Authority		
PUR-RFQ-17-5		
	Submittal Date:	May-08-2024
Task ID	Description	Price
FIELD	Field Inspection Services	227,622.28
PERMIT	Permitting	165,638.50
DESIGN - PIER	Engineering Design - Pier Extension	260,585.60
DESIGN - PPB STUDY	Engineering Design - PPB Study / Procurement Package	88,834.40
DESIGN - BULKHEAD	Engineering Design - SR 401 Bulkhead	513,969.26
BID	Bidding Support	163,765.50
CM	Construction-Phase Services	-
	Sub Total	1,420,415.54
	Total Extended Price	\$1,420,415.54



Cost Proposal - By Task and Cost Type						
Addendum 4 - Berthing Facilities Feasibility and Detailed Design						
Canaveral Port Authority						
PUR-RFQ-17-5						
					Submittal Date:	May-08-2024
Task#	Description	Labor	Subcontract & Consultants	ODCs	Total Price	
FIELD	Field Inspection Services	38,702.28	187,420.00	1,500.00	227,622.28	
PERMIT	Permitting	146,865.50	17,273.00	1,500.00	165,638.50	
DESIGN - PIER	Engineering Design - Pier Extension	37,923.60	221,162.00	1,500.00	260,585.60	
DESIGN - PPB STUDY	Engineering Design - PPB Study / Procurement Package	13,184.40	75,650.00	-	88,834.40	
DESIGN - BULKHEAD	Engineering Design - SR 401 Bulkhead	432,943.26	79,526.00	1,500.00	513,969.26	
BID	Bidding Support	77,381.50	86,384.00	-	163,765.50	
CM	Construction-Phase Services	-	-	-	-	
	Total	747,000.54	667,415.00	6,000.00	1,420,415.54	
					Total Extended Price	1,420,415.54

Cost Proposal - By Labor Category and Cost Type																
Addendum 4 - Berthing Facilities Feasibility and Detailed Design																
Canaveral Port Authority																
PUR-RFQ-17-5			Labor Hours by Project Role													
	Bill Rate:	\$ 410.00	\$ 269.67	\$ 156.49	\$ 238.45	\$ 162.75	\$ 276.99	\$ 192.32	\$ 201.19	\$ 161.14	\$ 227.29				Submittal Date:	May-08-2024
Task#	Description	Principal-in-Charge	Senior Project Manager	Project Manager - (Deputy)	Sciences Practice Lead	Engineer II	Senior Engineer IV	Senior Engineer III	Senior Engineer II	CADD Supervisor	QA/QC Manager	Total Hours	Labor	Subcontract & Consultants	ODCs	Total Price
FIELD	Field Inspection Services	2.00	24.00	40.00	-	60.00	-	80.00	-	-	-	206.00	\$ 38,702.28	\$ 187,420.00	\$ 1,500.00	\$ 227,622.28
PERMIT	Permitting	8.00	20.00	20.00	140.00	190.00	-	232.00	-	134.00	20.00	764.00	\$ 146,865.50	\$ 17,273.00	\$ 1,500.00	\$ 165,638.50
DESIGN - PIER	Engineering Design - Pier Extension	-	68.00	76.00	-	-	-	40.00	-	-	-	184.00	\$ 37,923.60	\$ 221,162.00	\$ 1,500.00	\$ 260,585.60
DESIGN - PPB STUDY	Engineering Design - PPB Study / Procurement Package	-	28.00	36.00	-	-	-	-	-	-	-	64.00	\$ 13,184.40	\$ 75,650.00	\$ -	\$ 88,834.40
DESIGN - BULKHEAD	Engineering Design - SR 401 Bulkhead	16.00	96.00	160.00	-	100.00	420.00	70.00	440.00	640.00	166.00	2,108.00	\$ 432,943.26	\$ 79,526.00	\$ 1,500.00	\$ 513,969.26
BID	Bidding Support	-	56.00	32.00	-	-	98.00	-	68.00	40.00	44.00	338.00	\$ 77,381.50	\$ 86,384.00	\$ -	\$ 163,765.50
CM	Construction-Phase Services	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -
	Total	26.00	292.00	364.00	140.00	350.00	518.00	422.00	508.00	814.00	230.00	3,664.00	\$ 747,000.54	\$ 667,415.00	\$ 6,000.00	\$ 1,420,415.54
															Total Extended Price	\$ 1,420,415.54

Appendix B. Rate Schedules

**Waterside Engineering Services
AtkinsRéalis 2024 Rate Schedule
Addendum 4: PUR-RFQ-17-5**

Job Classification	Range of Hourly Rates	
	Minimum	Maximum
Rodperson	\$ 30.00	\$ 65.00
Instrument Operator	\$ 35.00	\$ 75.00
Surveyor	\$ 55.00	\$ 165.00
Field Representative	\$ 40.00	\$ 95.00
Senior Field Representative	\$ 65.00	\$ 165.00
GIS Specialist	\$ 75.00	\$ 200.00
GIS Operator	\$ 65.00	\$ 165.00
CADD Operator	\$ 50.00	\$ 155.00
CADD Supervisor	\$ 65.00	\$ 170.00
Technician	\$ 35.00	\$ 110.00
Senior Technician	\$ 50.00	\$ 135.00
Designer	\$ 48.00	\$ 110.00
Senior Designer	\$ 72.00	\$ 165.00
Planner	\$ 60.00	\$ 145.00
Senior Planner	\$ 75.00	\$ 225.00
Engineer I	\$ 55.00	\$ 140.00
Engineer II	\$ 62.00	\$ 165.00
Engineer III	\$ 90.00	\$ 175.00
Senior Engineer I	\$ 95.00	\$ 180.00
Senior Engineer II	\$ 95.00	\$ 220.00
Senior Engineer III	\$ 105.00	\$ 260.00
Senior Engineer IV	\$ 125.00	\$ 280.00
Engineering Practice Lead	\$ 150.00	\$ 310.00
Contract Administrator	\$ 60.00	\$ 120.00
Scheduler/Estimator	\$ 60.00	\$ 165.00
Scientist I	\$ 55.00	\$ 120.00
Scientist II	\$ 60.00	\$ 140.00
Senior Scientist I	\$ 70.00	\$ 170.00
Senior Scientist II	\$ 80.00	\$ 180.00
Senior Scientist III	\$ 95.00	\$ 215.00
Senior Scientist IV	\$ 125.00	\$ 250.00
Sciences Practice Lead	\$ 175.00	\$ 310.00
Associate Project Manager	\$ 69.00	\$ 165.00
Project Manager	\$ 80.00	\$ 215.00
Senior Project Manager	\$ 95.00	\$ 280.00
Practice Manager	\$ 105.00	\$ 410.00
Program Assistant	\$ 37.00	\$ 85.00
Senior Program Assistant	\$ 50.00	\$ 100.00

Maximum rates are subject to annual increase in January , 2025



JACOBS ENGINEERING GROUP FEE SCHEDULE ATTACHMENT

“A”

Hourly Rate Schedule

Effective January 1, 2024 thru December 31, 2024

Classification	Hourly Rate
Principal	\$308.00
Project Director	\$307.00
Senior Professional II	\$264.00
Senior Professional I	\$245.00
Senior Technologist	\$207.00
Senior Project Manager	\$193.50
Project Manager/Professional	\$167.00
Staff Professional	\$134.50
Junior Staff Professional	\$110.00
Senior Technical Staff	\$103.50
Technical Staff	\$71.00

Appendix C. Sub-Consultant Proposals

The following pages include the proposals from each of our subconsultants.

- Jacobs Engineering Group
- Land & Sea Surveying Concepts
- Ocean & Coastal Engineers





CH2M
445 Challenger Road
Suite 130
Cape Canaveral, FL 32920

May 3, 2024

Atkins Realis
2639 North Monroe Street
Tallahassee, FL 32303

Attn: Mr. John Corley
Sector Manager – Ports & Marine
Infrastructure Solutions

Re: Berthing Facilities Feasibility Study and Detailed Design: Addendum 4 Services for NCB 8

=

Modifications for Cruise Vessel Berth

This document is Addendum 4 to the Professional Services Subconsultant Agreement by and between CH2M HILL Engineers, Inc. (Subconsultant) and Atkins North America, Inc. (Atkins), dated December 14, 2017 (Subconsultant Agreement). This document outlines terms for Design Services and Permit Application Services related to North Cargo Berth 8 – Modifications for Cruise Vessel Berth. The referenced Subconsultant Agreement was executed in support of Contract No. PUR-RFQ-17-5 by and between Atkins and Canaveral Port Authority (CPA), dated September 28th, 2017 (Prime Contract). Below is a description of the Subconsultant's scope of services.

Scope of Services

The general scope of services and associated tasks are outlined in Attachment A of the Subconsultant Agreement. The scope outlined in this document, to be performed by Subconsultant, is authorized by Addendum No. 4 to the Prime Contract.

Task 1: Feasibility Studies (Not Included in Addendum 4)

Task 2: Detailed Design and Permitting Support

The Subconsultant will provide the following Design and Permitting Support Services:

- Participate in up to two site visits to assist Atkins with the assessment of field conditions related to the design. Site visits and means of access shall be coordinated with CPA by Atkins.
- Attend up to four internal design review meetings with Atkins and up to eight review meetings with Atkins and CPA. All meetings shall be hosted by Atkins, either electronically, or in person at CPA offices.
- Prepare up to four cruise vessel mooring layouts that will be used for planning and to confirm vessel positioning, the general arrangement of mooring and breasting dolphins, berth apron level doors and their function, main and secondary passenger doors, and the required length of the passenger boarding concourse.
- JACOBS will prepare a Static Mooring and Berthing Analysis for the Icon Class, the MSC World Class, the NCL Breakaway Class and the NCL Breakaway Plus Class at the existing NCB 8 facility. The analysis will use information available in the public domain or provided by cruise companies and will evaluate the mooring (both starboardside and portside to) with varying wind speeds up

to 40 knots, and a tidal range and current speed as established for the location. The mooring and berthing analysis will include the determination of fender reactions and the resulting hull pressures corresponding to the highest loaded panel fenders. The results of the analysis will be presented in a Technical Memo and will include the results of the static mooring and berthing analyses. The Technical Memo will provide recommendations for improvements, if necessary.

- Develop the design and details related to fender replacements and/or additions deemed necessary from the evaluation of panel fender hull pressures.
- Develop the design and details to replace the existing T-head bollards from 100 metric tons to 200 metric tons for breasting dolphins, and 125 metric tons for the spring line bollards along the existing berth face.
- Design the upgrade of the existing ship's water stations to accommodate up to six 2-1/2 inch hoses. Include one new water station on the Phase 2 berth extension. Connection and metering of the existing and new water stations will be by Atkins.
- Utilizing load reactions from previous passenger boarding bridge (PBB) designs at Port Canaveral, coordinate to establish the need for composite strengthening of the existing phase 1 pier extension deck units. If it is determined that strengthening is required, design the strengthening system consisting of post-installed composite systems to be applied along select areas of the existing concrete pier deck underside.
- Utilizing previous geotechnical reports and drawings from previous NCB 8 projects and new analyses, design Phase 2 of the south pier extension (approx. 180 ft long by 114 ft wide), upland mooring dolphins, south in-water mooring dolphins. The design includes a narrow pile-supported concrete finger pier extension (approx. 140 ft long by 60 ft wide). The east side of the pier extension will include recovered and new composite fender piles for the mooring of tugs and other small vessels. The specific fleet of design vessels will be coordinated with CPA and Atkins.
- Design provisions for demolition of selected components required for construction of the new elements, including water station concrete enclosures, selective concrete demolition at bollards to be replaced, fenders (if required), berth asphalt pavement areas and composite fendering piles.
- Utilize previous hydrographic survey/bathymetry for design of the berth and adjacent area corresponding to the new pier extension, south mooring dolphins and finger pier.
- Coordinate Geotechnical Engineering services from a company already under contract on another CPA berth project, to perform field and laboratory investigations of the proposed bulkhead alignment as directed by mutual agreement between Atkins and Subconsultant.
- Based on the Geotechnical Engineering Firm's written report and the review of previous geotechnical investigations at or near this site, Subconsultant will prepare a summary of recommended geotechnical design parameters for the proposed tie-back bulkhead wall to be designed by Atkins.
- Assist CPA staff with the modification of existing FDEP and USACE permits for marine structures to be submitted by CPA. Provide the necessary signed and sealed drawings to the permitting agencies. Task includes up two (2) responses to Requests for Additional Information (RAI), each agency. RAI responses will be limited to project information that does not require supplemental technical analysis or project modifications to mitigate impacts to environmental resources or

water quality, or otherwise require non-conventional methods or means to construct the proposed improvements.

- Assist Atkins with the preparation of drawings and specifications to be used for bidding and construction of the new phase 2 pier extension, finger pier, phase 1 pier strengthening, mooring dolphins, mooring fixture replacement/addition, any required fender replacements/additions, water station upgrades, and composite pile fendering.
- Review bulkhead wall design, drawings and technical specification (at 90 percent completion) prepared by Atkins.
- Prepare a separate procurement bid package for the Passenger Boarding Bridge (PBB) utilizing the latest CPA performance and fabrication specification for fully mobile PBB's. The bid package will be for two PBB's, fabricated as "mirror images" to allow them to connect to closely spaced vessel shell doors or gates. As part of this task, Jacobs will determine the optimum setback distance from the face of the berth to the terminal and the elevation for the terminal's passenger boarding concourse.

Assumptions:

- Scope and related coordination items not specifically listed on this proposal are excluded.
- Design provisions for compliance with storm water permit requirements, if necessary, will be incorporated by others.
- The scope of services associated with site assessments shall be limited to visual observations and does not include excavations, scanning, measurements or destructive and non-destructive testing of any kind. All related services shall be provided by Atkins in coordination with CPA.
- The scope of services does not include travel to and from locations outside of Port Canaveral property.
- Permit application fees are not included and will be paid by CPA.
- Technical analyses to evaluate flushing capacity or impacts to listed species would be performed as additional services under separate agreement.
- Environmental testing and all required analyses, and evaluation reports for compliance with MRPSA Section 103 authorizations for offshore dredge material disposal will be performed by others but incorporated into the application.
- Drawings and specifications will be submitted at 90 and 100 percent completion.
- Upland topographic surveys will be provided by Atkins. Elevations shall be referenced to the North American Vertical Datum of 1988 and local Mean Low Water (MLW).
- Modifications and/or additions to the berth lighting system shall be by others.
- Dredging to the project depth of -37 feet MLW shall be performed under a separate project.

Task 3: Bidding Support

The scope for Bid Services includes multiple bid phases for: (1) the NCB 8 berth improvements; (2) the proposed tie-back bulkhead wall, and (3) the PBB procurement. Each bidding phase shall include:

- Develop one set of Bid Documents originals, one hard copy, PDF and CAD format for bidding, and hard copy sets, as required, signed and sealed for the CPA Building Department Permit and other Permitting agencies as designated in Task 2.

- Finalize bid plans and specifications and assist CPA staff with preparation of electronic bid documents.
- Assist Atkins with the preparation of the Opinion of Probable Cost (OPC) at 100 percent design.
- Attend up to two (2) Pre-bid site visit meetings.
- Provide technical interpretation and assist Atkins with responses of up to twenty (20) bidder's questions during the bid period.
- Assist Atkins with the preparation of up to three (3) addenda and other required documentation.

Assumptions:

- CPA will coordinate distribution of contract bidding documents to contractors and suppliers.
- A single bid cycle will be used.

Task 4: Construction Administration Support

The scope and associated fees for this task will be established at a later date.

Project Schedule

These support services will begin upon notice to proceed from Atkins. Notice to proceed will be construed as the signed proposal as well as the issuance of a purchase order. It is anticipated that these support services will extend over a total duration of five months (4 months design plus one month during bidding) for the berth modifications and an additional four months (3 months during design plus one month during bidding) during the Atkins bulkhead wall design along SR 401. If there are protracted delays for reasons beyond our control, we would expect to negotiate with Atkins and receive an equitable adjustment of our not-to-exceed budgets and schedule taking into consideration the impact of such delay.

Price

The Consultant shall be paid on a time and materials basis in accordance with terms outlined in the Subconsultant Agreement, in the amount of \$369,215. This price is valid for 60 calendar days from the date of this proposal. Please refer to the attached fee breakdown.

Terms and Conditions

The services enumerated in this proposal will be performed under the following additional terms and conditions. Scope and related coordination items not specifically listed on this proposal are excluded.

Opinions of Cost

In providing opinions of cost and schedules for the project, Jacobs has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operation factors that may materially affect the ultimate project costs or schedule. Therefore, Jacobs makes no warranty Atkins' and CPA's actual project cost or schedule will not vary from Jacobs' opinions or estimates. If the Port wishes greater assurance as to any element of project cost or schedule, the Port will employ an independent cost estimator, contractor, or other appropriate advisor.

Services During Construction

The following terms apply for all services during the construction for this project:

The presence or duties of Jacobs' personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs's personnel in any way responsible for those duties that belong

to Atkins, CPA and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

Jacobs and Jacobs' personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Jacobs' own personnel.

Geotechnical Services

In soils, foundations, earth retaining structures, groundwater and other related services, the actual soil characteristics determined from subsurface investigations may vary significantly between successive test points and sample intervals, and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, unanticipated underground conditions may occur that could affect design parameters and the associated project costs and/or execution. These conditions and cost/execution effects are not the responsibility of Jacobs.

Acceptance of Proposal

Acceptance of this proposal may be indicated by the signature of a duly authorized official of Atkins in the space provided below. One signed copy of this proposal returned to the Consultant will serve as an Agreement between the two parties and as Notice to Proceed. Should this proposal not be accepted within a period of sixty (60) days from the above date, it shall become null and void.



Lee Hellstrom, P.E.
Manager of Projects
Jacobs

5/9/2024

Date

Accepted By:
Atkins

Mr. John Corley
Sector Manager – Ports & Marine
Infrastructure Solutions

Date

Attachment
Not-to-Exceed Fee Detail (1 page)

Canaveral Port Authority
2024-07 Berthing Fac Feas Study_Add 4 for NCB 8 Conv to Cruise Berth

5/3/2024

Task		Jacobs						TOTAL	
		Principal	Director	Sr Prof 2	Sr Prof 1	SPM	Staff Prof	Hours	Cost
1	Feasibility Study - not applicable								
2	Design and Permitting								
	Site visits and review meetings		20		20			40	\$11,040
	Design Coordination		20		20			40	\$11,040
	Vessel layouts, door study		8		8		40	56	\$9,796
	Bollard Replacement		4	4	12		4	24	\$5,762
	Fender Replacement		4	4	12		4	24	\$5,762
	Water stations upgrades		4		4			8	\$2,208
	Mooring/Berthing Analysis and Report		4	130	8		8	150	\$38,584
	Phase 1 pier strengthening		4		20			24	\$6,128
	Mooring Dolphins				4	8		12	\$2,528
	Phase 2 pier extension and finger pier		8	12	20			40	\$10,524
	Coordinate geotechnical work		4	32	20	24		80	\$19,220
	Bulkhead wall design parameters		4	32	4	20		60	\$14,526
	Permit mod applications, RAI's		4		60			74	\$17,273
	Berth plans & specs		16		20		80	116	\$20,572
	Review wall & dredging drawings & specs		16	24	8			48	\$13,208
	PBB planning, design, procurement spec package		130		80		120	330	\$75,650
	Prepare OPC at 100% plans & specs		8		8			16	\$4,416
	PM, PC, QA	4	8	8	8		12	40	\$9,374
									\$277,611
3	Bidding Support - 3 bid projects								
	Prepare front end docs for berth mods		24		24			48	\$13,248
	Respond to berth bidder questions, assist with addendums		12	16	16		24	68	\$15,056
	Attend berth site visits and bid opening		8		8			16	\$4,416
	Prepare front end docs for bulkhead wall		16		16			32	\$8,832
	Respond to wall bidder questions, assist with addendums		12	8	16		16	52	\$11,868
	Attend bulkhead wall site visits and bid opening		8		8			16	\$4,416
	Prepare front end docs for PBB procurement		24		24			48	\$13,248
	Respond to PBB bidder questions, assist with addendums		8		8		16	32	\$6,568
	Attend PBB site visits and bid opening		8		8			16	\$4,416
	PM, PC, QA	4			6		12	22	\$4,316
									\$86,384
		8	386	270	470	52	346	1532	\$363,995
	Total Manhours	8	386	270	470	52	346	1532	
	Hourly Rate	\$308	\$307	\$264	\$245	\$193.5	\$134.5		
	Total Cost	\$2,464	\$118,502	\$71,280	\$115,150	\$10,062	\$46,537		\$363,995
	Non - Billable Expenses								\$2,500
	Non - Billable Labor								\$1,500
	Billable Expenses								\$1,220
	Total Not to Exceed Budget								\$369,215



1605 Chase Hammock Road, Merritt Island, Florida 32953

Office: 321-454-6310 ♦ Fax: 321-454-6998 ♦ E-mail: TC5170@aol.com

May 6, 2024

Jeff Lucas
Atkins NA
7175 Murrell Road
Melbourne, FL 32940

RE: Port Canaveral New Bulkhead-REV3

Dear Jeff,

Land & Sea Surveying would like to submit this revision to our proposal dated May 3, 2024. The survey area covers State Road 401 between NCB 8 and CT-5 at Port Canaveral, shown shaded in red on the image below and containing approximately 4.3 acres together with the shoreline revetment area shaded in yellow.

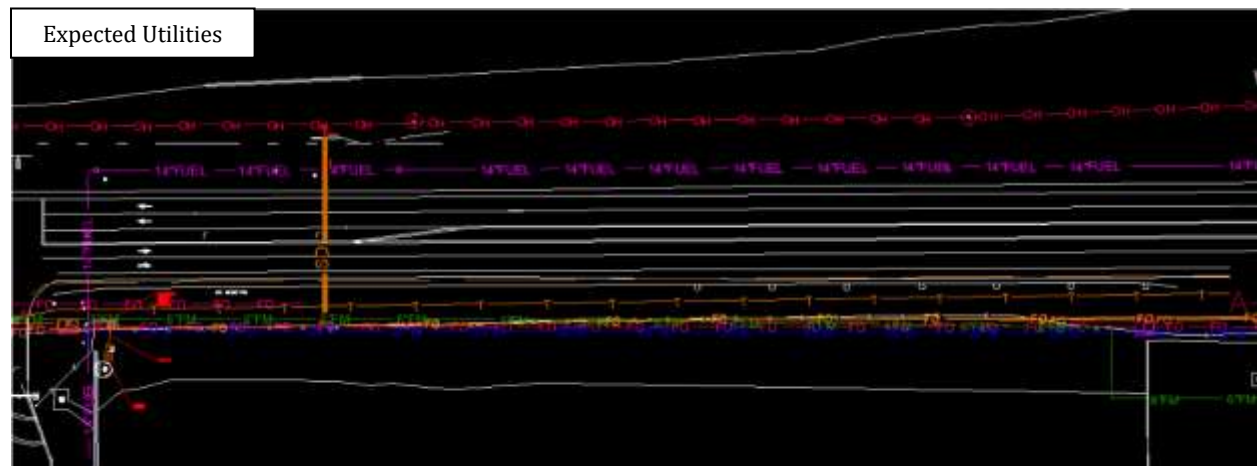


Scope

Land & Sea Surveying will perform a topographic survey of the area from shoreline to shoreline north and south of the roadway to include the entrance road to CT-5 (Charles M Rowland Drive). Data will be collected using RTK GPS on a grid sufficient to create one-foot contours. We will locate all above ground improvements within the survey area, including roadways, pavement, bulkheads, shoreline, shoreline revetment (above water level), overhead utility lines, signs, manholes, drainage structures (invert elevation, pipe size, type and direction).

Land & Sea Surveying will also conduct an underground utility investigation (SUE) to identify and locate existing subsurface utilities within the survey area as detailed below:

- Review available record drawings, utility maps, and any other provided documentation.
- Conduct a thorough visual inspection of the project area to identify visible indications of underground utilities, such as manhole covers, utility poles, and valve boxes.
- Use non-destructive excavation techniques (e.g., vacuum excavation, ground-penetrating radar, electromagnetic utility locators) to investigate and trace utilities.
- Survey found utilities and show on survey drawing, including utility types, sizes and approximate depths.
- Utility investigation services will be provided for 2 days (additional days can be provided for an additional charge)



The GPR antenna is mounted in a stroller frame which rolls over the surface. The surface needs to be reasonably smooth and unobstructed to obtain readable scans. Obstructions such as curbs, landscaping, and vegetation will limit the efficacy of GPR. The total depth achieved can be as much as 8 feet or more with this antenna but can vary widely depending on the conductivity of the materials. Conductive soil

types such as clay may limit maximum depths to 3 feet or less. As depth increases, targets must be larger to be detected and nonmetallic targets can be especially difficult to locate.



The electromagnetic utility locators (RD8100/RD8200) passively detect the electromagnetic fields from live AC power or radio signals travelling along some conductive utilities. It can also be used in conjunction with a transmitter to connect directly to accessible metallic pipes, risers, or tracer wires. A current is sent through the pipe or tracer wire at a specific frequency and the resulting EM field can then be detected by the receiver.

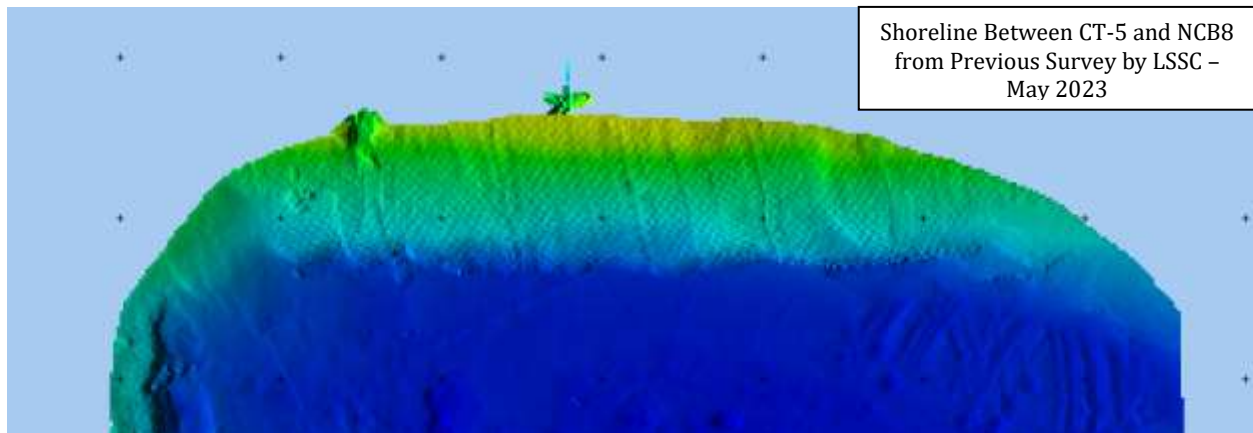


Land & Sea Surveying will provide potholing for physical verification of the utilities in up to 24 locations as determined by the client. Potholing will be completed using a Vermeer vacuum excavator. The material covering the utility will be removed using non-invasive vacuum methods and stored in the holding tank on the trailer and replaced after verification of the utility. The open utility will be surveyed for depth of burial, conduit type and size.



While every effort is made to accurately locate and identify underground utilities, there may be limitations and uncertainties inherent in the SUE process. Factors such as surface conditions, utility depth, material, and condition may vary and affect the accuracy of the information provided. The information obtained through SUE services is intended to assist in project planning and design. However, it is the responsibility of the client to verify and validate the utility information prior to digging to ensure the safety and integrity of the project. The client agrees to indemnify and hold harmless Land & Sea Surveying, its employees, agents, and subcontractors from any claims, damages, losses, or expenses arising out of or in connection with the provided SUE services, except to the extent caused by gross negligence on our part.

We will use a Reson SeaBat multibeam system in conjunction with an Applanix POS-mv for precise positioning, heading, and motion corrections to survey the underwater part of the revetment. The survey boat will travel along the shoreline, ensuring a minimum depth of 10 feet, covering the area where the revetment meets the basin bottom.



If the revetment extends beyond the bottom surface, it will not be captured by the multibeam. To capture the outside edge of the revetment below the bottom surface, Land & Sea Surveying can provide a dive team to probe and buoy the outer edge. The buoys will then be surveyed to include the outer edge on the survey.

Diving will be completed using a fully trained 3-man dive team (2 in-water divers and 1 topside safety diver) using AGA masks with full verbal communication between both divers and topside.

We will tie into existing Port control network established by Land & Sea Surveying. Elevations will be referenced to NAVD '88 with a chart showing conversion to Mean Low Water and Mean Lower Low Water. Horizontal datum will be that of NAD '83 Florida State Plane Coordinates Zone 901 East.

We will deliver plan view drawings with contours at a one-foot contour interval and all aboveground improvements together with underground utilities found and underwater revetment. Surveys will be delivered electronically in CAD and PDF formats. We will also supply an ASCII point file.

Terms

Land & Sea Surveying will provide services as described for the following fees:

- Upland Topographic Survey \$ 2,850
- 2 days Underground Utility Investigation (SUE) with Surveyed Utilities: \$ 5,700
- Soft Digs (potholing) \$2,850 per day - estimate 4 digs per day \$17,100 (estimate)
- Multibeam Survey of Revetment \$ 4,850
- Diving \$3,850 per day – estimate of 2 days \$ 7,700

Any additional services requested will be provided on a time-and-material basis according to the schedule of fees below:

Description	Rate
1-man Field Crew	\$125/hour
2-man Field Crew	\$185/hour
3-man Field Crew	\$275/hour
CAD Technician	\$95/hour
Professional Land Surveyor	\$185/hour
Expert Witness Testimony	\$385/hour
GPS Survey Crew	\$1,850/day
Aerial Drone Survey Crew	\$3,850/day
Utility Locate Crew	\$2,850/day
Site Clearing/Mulching Services	\$295/hour plus mob & fuel
Singlebeam Hydrographic Survey Crew	\$3,850/day
Multibeam Hydrographic Survey Crew	\$4,850/day
Side Scan Sonar Survey Crew	\$3,850/day
Magnetometer Survey Crew	\$3,850/day
3-man Dive Crew	\$3,850/day
Assistant Project Manager	\$95/hour

We will invoice upon completion and payment will be due on receipt. Any invoices not paid within 30 days will be subject to a 3% monthly late fee.

Any additional costs, including, but not limited to attorney or legal fees, incurred in the collection of payment for these services will be the responsibility of the client.

This proposal represents the entire agreement between the client and Land & Sea Surveying Concepts, Inc. Any purchase order or contract submitted in conjunction with this proposal must reference the

original proposal document and the stated terms and conditions. Once accepted the proposal becomes a binding contract and may only be modified in writing with the agreement of both parties.

This proposal is valid for only forty-five days from the above date.

This letter signed below by an officer of the company and returned to us, shall indicate your acceptance of our proposal and serve as our notice to proceed with the services described herein. If you have any questions, please contact me at 321-454-6310 or 321-258-9734.

Sincerely,

Tim Carlile, PLS
President

APPROVED AND ACCEPTED:

By: _____
(Signature) (Printed Name & Title)

For: _____
(Company) (Date)

DRAFT
Scope of Work and Cost Estimate
Berth Scour Analysis, and Contingency Scour Protection Design
SR401 Shoreline and NCB8, Port Canaveral, FL

The following Scope of Work for propeller wash analysis, berth scour analysis, and contingency scour protection design was developed by Coast & Harbor Engineering, Inc. (CHE) as part of the ATKINS project team for Canaveral Port Authority (CPA) on May 7, 2024. The goal of the analysis is to evaluate potential bulkhead toe scour in two areas: the shoreline along State Route 401 (SR401) between Cruise Terminal 5 (CT5) and North Cargo Berth 8 (NCB8), and along NCB8, and determine the need for scour protection. If scour protection is determined to be required (i.e., if anticipated potential scour exceeds levels allowed by the bulkhead designs at either location), preliminary and final engineering design of scour protection system(s) would be performed as a contingency task following approval by CPA.

Task 1 – Propeller Wash and Berth Scour Analysis – SR104 Shoreline/NCB8

Task 1.1 – Propeller/Thruster Wash Modeling

Propeller and thruster wash modeling will be performed to develop design criteria for potential scour protection system(s). 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 eight (8) simulations with FLOW3D for bow/stern thruster or main propulsion systems (total of 8 for all systems). It is assumed that two (2) design vessels berthed at CT5, and two (2) design vessels berthed at NCB8, will be included in the analysis (total of 4 distinct vessels). FLOW3D provides a time-dependent 3D flow field with accurate structure dimensions, slope locations, etc. and accurate interaction of the flow field with these structures. FLOW3D also provides forces and moments on other structures or vessels, which can be provided to ATKINS if desired and if specified prior to final simulations.

Deliverables: design propeller/thruster wash velocities for use in berth scour analysis, design velocities and extents of any future scour protection (if required), and loads on any nearby structures or vessels if desired.

Task 1.2 – Berth Scour Analysis

Scour analysis will be performed to evaluate potential equilibrium scour at the northern shoreline near CT5, as well as at the NCB8 berth, to determine whether scour protection is required. The requirement for scour protection will be based on the scour depth predictions from the analysis and a comparison of relative structure cost by ATKINS (with or without protection). Scouring simulations will focus on a single design vessel (worst-case vessel moored at both CT5 and NCB8) 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 directly in FLOW3D, as well as with empirical scour methods depending on applicability. The analysis will also include evaluation of previous multibeam hydrographic surveys (if available) to evaluate existing scour patterns.

Deliverables: design propeller/thruster wash velocities under scour scenarios, scouring depths at the bulkheads and within the basin, scour evolution using empirical methods, and observations of existing scour patterns.

Task 1.3 – Meetings, Coordination, Presentations, and Reporting

It is assumed that up to four (4) virtual meetings will be required during the initial analysis phase of the project. CHE will provide up to three (3) presentations of preliminary results via Teams. CHE will utilize comments from the presentations of preliminary results to finalize the analysis if necessary. CHE will

prepare a draft summary memo in digital PDF format summarizing the analysis methodology and results, including the final PowerPoint presentation as an appendix. Following review and comment by ATKINS, CHE will revise the draft summary memo and issue a final summary memo in digital PDF format.

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 for Task 1. Budget is valid for 60 days from the date of this Scope of Work.

Table 1. Cost Estimate - Propeller Wash and Berth Scour Analysis – SR104 Shoreline/NCB8

Task	Task Description	Fee
1.1	Propeller/Thruster Wash Modeling	\$60,000
1.2	Berth Scour Analysis	\$50,000
1.3	Meetings, Coordination, Presentations, and Reporting	\$20,000
	TOTAL	\$130,000

Assumptions (Task 1 Only):

- Design vessel propulsion data relevant to modeling of propeller and thruster wash effects will be provided by ATKINS (e.g., pilot cards, vessel drawings, etc.).
- Maximum of four (4) distinct vessels will be included in the analysis, whether moored at, or transiting to/from, CT5 or NCB8.
- 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 (grain size data at a minimum).
- Hydrographic surveys and existing facility drawings will be provided to CHE in digital AutoCAD format for review to support the modeling.

CONTINGENCY Task 2. Scour Protection Design

CHE will perform design of the scour protection system for the northern shoreline and NCB8 berth area if deemed necessary by ATKINS after review of berth scour analysis results. CHE will perform the following subtasks:

2.1 Conceptual Design

CHE will review the results of the propeller and thruster wash modeling and develop hydrodynamic design criteria from the results to be used in scour protection design. Design criteria may include bottom current velocities, uplift forces, and loads on other specific structural elements. Following review of design criteria, CHE will prepare a draft Basis of Design memo for the scour protection design, for review and approval by ATKINS. CHE will develop designs for scour protection material and their relative stability under the propeller/thruster wash conditions. It is assumed that appropriate literature/empirical

methods will suffice to determine material stability, rather than modeling of actual rock/concrete mobility. Results of the analysis will include thickness, locations, material sizes, and other features of the scour protection structure. The conceptual design will be summarized using a set of plans and section drawings, and callouts regarding material types/specifications. It is assumed that no construction specifications will be required for the conceptual design. Conceptual design will include development of an opinion of probable cost for review by CPA.

Deliverables: Draft and final Basis of Design memo in digital PDF format, digital AutoCAD drawings for inclusion in the project team design package, preliminary engineering design drawings in PDF format, and opinion of probable cost.

2.2 Final Engineering Design (For Bid)

Final engineering design will incorporate review comments on the conceptual design, development of additional details, development of construction specifications, and final design drawings at the 100% level for bidding and construction purposes. The final design package will include bid/construction level drawings and specification, and an engineer's estimate of probable construction costs for the scour protection design.

Deliverables: For Bid design drawings and specifications in PDF format, digital AutoCAD drawings for inclusion in the Bid Package, and engineer's estimate of construction costs for the scour protection design.

2.3 Meetings, Coordination, Presentation, and Reporting

It is assumed that four (4) virtual design meetings will be required during the project. CHE will also provide presentations of preliminary results via teleconference and internet (Teams), assuming a maximum of three (3) online presentations. CHE will utilize comments from the presentations of preliminary results to finalize the design if necessary. This task includes development of a draft/final Design Report. Draft Design Reports will include review comments from ATKINS and CPA, and comments will be incorporated into the Final Design Report to be delivered 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 2 below shows the CHE cost estimate for Task 2. Budget is valid for 60 days from the date of this Scope of Work.

Table 2. Cost Estimate (Contingency Task) - Scour Protection Design

Task	Task Description	Fee
2.1	Conceptual Design	\$55,000
2.2	Final Engineering Design (For Bid)	\$45,000
2.3	Meetings, Coordination, Presentation, and Reporting	\$30,000
	TOTAL	\$130,000

Assumptions (Contingency Task 2 Only):

- Scour protection is assumed to be required along the entire length of the SR401 shoreline and NCB8, however the entire area will be shown in a unified plan set.
- No permit document development (or drawings), or meeting support, is included in this scope of work.

- Conceptual design will include plans and sections, as well as material types, as necessary to allow review and approval of the intended scour protection system.
- Construction contract documents and general specifications documents will be prepared by others.
- Hydrographic surveys and existing facility drawings will be provided to CHE in digital AutoCAD format for review to support the design work.

AtkinsRéalis



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AtkinsRéalis USA Inc.
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Suite 104
Melbourne, FL 32935

Mobile: +1-571-423-8065

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Meeting Date

May 22, 2024

**AGENDA ITEM REQUEST**

Section:	
Item Number:	1.D
Department:	Engineering
Requested Action:	Consideration of approving the selection committee's recommendations for the General Engineering Services Continuing Contract, RFQ-24-1, and authorizing CPA staff to negotiate and enter into continuing contract(s) with the selected firm(s). (Patrick Hammond/Bill Crowe)
Summary Explanation & Background: The General Engineering Services continuing contract is used for a variant of projects initiated by the Canaveral Port Authority to support on-going programs to prepare designs and permitting for marine/waterfront facilities, conceptual layouts, and cost estimates, monitor existing permits with state and local agencies, minor field investigations, mooring layouts of cruise and cargo vessels, and underwater dive inspections, The Board previously authorized staff to advertise request for qualifications for General Engineering Services in April 2019. In anticipation of the current continuing contracts expiring in May 2024, a request for qualifications RFQ-24-1 for a new continuing contract was solicited and advertised on April 1, April 8 and April 15, 2024. Five responses were received and have been reviewed by a selection committee appointed by the Chief Executive Officer. Staff are recommending an award to the two top-ranked firms. Based on the selection committee's review of the responses received, the following firms (listed in alphabetical order) have been selected as the most highly qualified firms for award: AtkinsRealis US, Inc. Jacobs Engineering Group, Inc The term of the continuing contract will be a three-year period with two additional one-year terms, renewable on an annual basis following the initial 3-year period, for a maximum total period of 5 years. Staff requests that the Board authorize staff to negotiate the terms of a continuing contract with each selected firm and authorize the Port Director/CEO to execute the resulting continuing contract.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	There is no need for any change to the FY24 Capital or Operating Budget at this time.

Attachments:

[RFPQ-24-1 Solicitation Summary.pdf](#)

[RFQ-24-1 Evaluation Scoring-Public Release.pdf](#)

[RFQ-24-1 Selection Committee Evaluation & Ranking Selections_Presentations Waived.pdf](#)

CANVERAL PORT AUTHORITY SOLICITATION SUMMARY

Solicitation Number & Name:

RFQ-24-1 General Engineering Services for Continuing Contract

Advertising:

Florida Today newspaper, Brevard edition: April 1, 8 and 15, 2024

Posted to Website (<http://www.portcanaveral.com/Business-With-Us/Current-Solicitations>):

April 1, 2024

Posted to VendorLink.com (CPA bidding portal):

April 19, 2024

Vendors Notified Via VendorLink of Solicitation Release

2,801

VendorLink Registered Planholders: (vendors who downloaded the solicitation documents)

124

Bids/Proposals Received:

5

Canaveral Port Authority
RFQ-24-1 General Engineering Services for Continuing Contract
Proposal Scoring Detail

Evaluator #1	Proposing Firm					
	Maximum Points	AMI Consulting Engineers, PA Corp Office - Superior, WI Working Office - Pensacola, FL	AtkinsRealis US, Inc Corp Office - Tampa, FL Working Office - Melbourne, FL	Harris Civil Engineers, LLC Corp & Working Office - Orlando, FL	Jacobs Engineering Group, Inc Corp Office - Dallas, TX Working Office - Cape Canaveral, FL	WSP USA, Inc Corp Office - New York, NY Working Office - Orlando/Tampa, FL
Selection Criteria						
Tab 1 - General Information & Table of Contents	non-scored	Y	Y	Y	Y	Y
Tab 2 - Letter of Introduction	5	2	5	3	5	4
Tab3 - Qualification Data - Similar Experience	37	27	33	20	35	30
Tab 4 - Regulatory Knowledge & Methodology	15	5	13	5	13	12
Tab 5 - Current Workload	10	3	8	3	9	6
Tab 6 - Organizational Chart	8	3	7	4	8	6
Tab 7 - Resumes'	15	15	15	15	15	12
Tab 8 - Licenses	1	1	1	1	1	1
Tab 9 - References	8	6	6	7	7	6
Tab 10 - Litigation	1	1	1	1	1	0
Tab 11 - Insurance	non-scored	Y	Y	Y	Y	Y
Tab 12 - Business Structure	non-scored	Y	Y	Y	Y	Y
Tab 13 - Non-Collusion Clause	non-scored	Y	Y	Y	Y	Y
Tab 14 - Public Entity Crimes	non-scored	Y	Y	Y	Y	Y
Tab 15 - Conflict of Interest Disclosure Form	non-scored	Y	Y	Y	Y	Y
Tab 16 - Certificate Regarding Debarment	non-scored	Y	Y	Y	Y	Y
Tab 17 - WOTC & WTW	non-scored	Y	Y	Y	Y	Y
Tab 18 - Certified Minority Business Enterprise	non-scored	N	N	N	N	N
Tab 19 - Financial Statement	non-scored	Y	Y	Y	Y	Y
TOTAL POINTS	100	63	89	59	94	77

Evaluator #2	Proposing Firm					
	Maximum Points	AMI Consulting Engineers, PA Corp Office - Superior, WI Working Office - Pensacola, FL	AtkinsRealis US, Inc Corp Office - Tampa, FL Working Office - Melbourne, FL	Harris Civil Engineers, LLC Corp & Working Office - Orlando, FL	Jacobs Engineering Group, Inc Corp Office - Dallas, TX Working Office - Cape Canaveral, FL	WSP USA, Inc Corp Office - New York, NY Working Office - Orlando/Tampa, FL
Selection Criteria						
Tab 1 - General Information & Table of Contents	non-scored	Y	Y	Y	Y	Y
Tab 2 - Letter of Introduction	5	5	5	5	5	5
Tab3 - Qualification Data - Similar Experience	37	28	34	18	37	35
Tab 4 - Regulatory Knowledge & Methodology	15	9	13	5	14	15
Tab 5 - Current Workload	10	6	9	6	9	7
Tab 6 - Organizational Chart	8	3	7	7	7	6
Tab 7 - Resumes'	15	11	13	13	15	14
Tab 8 - Licenses	1	1	1	1	1	1
Tab 9 - References	8	8	2	7	8	8
Tab 10 - Litigation	1	1	1	1	1	1
Tab 11 - Insurance	non-scored	Y	Y	Y	Y	Y
Tab 12 - Business Structure	non-scored	Y	Y	Y	Y	Y
Tab 13 - Non-Collusion Clause	non-scored	Y	Y	Y	Y	Y
Tab 14 - Public Entity Crimes	non-scored	Y	Y	Y	Y	Y
Tab 15 - Conflict of Interest Disclosure Form	non-scored	Y	Y	Y	Y	Y
Tab 16 - Certificate Regarding Debarment	non-scored	Y	Y	Y	Y	Y
Tab 17 - WOTC & WTW	non-scored	Y	Y	Y	Y	Y
Tab 18 - Certified Minority Business Enterprise	non-scored	N	N	N	N	N
Tab 19 - Financial Statement	non-scored	Y	Y	Y	Y	Y
TOTAL POINTS	100	72	85	63	97	92

Evaluator #3	Proposing Firm					
	Maximum Points	AMI Consulting Engineers, PA Corp Office - Superior, WI Working Office - Pensacola, FL	AtkinsRealis US, Inc Corp Office - Tampa, FL Working Office - Melbourne, FL	Harris Civil Engineers, LLC Corp & Working Office - Orlando, FL	Jacobs Engineering Group, Inc Corp Office - Dallas, TX Working Office - Cape Canaveral, FL	WSP USA, Inc Corp Office - New York, NY Working Office - Orlando/Tampa, FL
Selection Criteria						
Tab 1 - General Information & Table of Contents	non-scored	Y	Y	Y	Y	Y
Tab 2 - Letter of Introduction	5	5	5	5	5	5
Tab3 - Qualification Data - Similar Experience	37	34	37	34	37	36
Tab 4 - Regulatory Knowledge & Methodology	15	10	14	9	15	15
Tab 5 - Current Workload	10	9	9	9	10	10
Tab 6 - Organizational Chart	8	7	8	7	8	8
Tab 7 - Resumes'	15	15	15	15	15	15
Tab 8 - Licenses	1	1	1	1	1	1
Tab 9 - References	8	8	7	8	8	8
Tab 10 - Litigation	1	1	1	1	0	0
Tab 11 - Insurance	non-scored	Y	Y	Y	Y	Y
Tab 12 - Business Structure	non-scored	Y	Y	Y	Y	Y
Tab 13 - Non-Collusion Clause	non-scored	Y	Y	Y	Y	Y
Tab 14 - Public Entity Crimes	non-scored	Y	Y	Y	Y	Y
Tab 15 - Conflict of Interest Disclosure Form	non-scored	Y	Y	Y	Y	Y
Tab 16 - Certificate Regarding Debarment	non-scored	Y	Y	Y	Y	Y
Tab 17 - WOTC & WTW	non-scored	Y	Y	Y	Y	Y
Tab 18 - Certified Minority Business Enterprise	non-scored	N	N	N	N	N
Tab 19 - Financial Statement	non-scored	Y	Y	Y	Y	Y
TOTAL POINTS	100	90	97	89	99	98

Canaveral Port Authority
RFQ-24-1 General Engineering Services for Continuing Contract
Proposal Scoring Summary

Alphabetical Order	Proposing Firms				
	AMI Consulting Engineers, PA Corp Office - Superior, WI Working Office - Pensacola, FL	AtkinsRealis US, Inc Corp Office - Tampa, FL Working Office - Melbourne, FL	Harris Civil Engineers, LLC Corp & Working Office - Orlando, FL	Jacobs Engineering Group, Inc Corp Office - Dallas, TX Working Office - Cape Canaveral, FL	WSP USA, Inc Corp Office - New York, NY Working Office - Orlando/Tampa, FL
Evaluator #1	63	89	59	94	77
Evaluator #2	72	85	63	97	92
Evaluator #3	90	97	89	99	98
Total	225	271	211	290	267
Ave	75.00	90.33	70.33	96.67	89.00
Rank	4	2	5	1	3

Rank Order	Proposing Firms				
	Jacobs Engineering Group, Inc Corp Office - Dallas, TX Working Office - Cape Canaveral, FL	AtkinsRealis US, Inc Corp Office - Tampa, FL Working Office - Melbourne, FL	WSP USA, Inc Corp Office - New York, NY Working Office - Orlando/Tampa, FL	AMI Consulting Engineers, PA Corp Office - Superior, WI Working Office - Pensacola, FL	Harris Civil Engineers, LLC Corp & Working Office - Orlando, FL
Evaluator #1	94	89	77	63	59
Evaluator #2	97	85	92	72	63
Evaluator #3	99	97	98	90	89
Total	290	271	267	225	211
Ave	96.67	90.33	89.00	75.00	70.33
Rank	1	2	3	4	5
	Selected	Selected	Not Selected	Not Selected	Not Selected

**CANAVERAL PORT AUTHORITY
SELECTION COMMITTEE EVALUATION & RANKING/SELECTIONS**

PROJECT: RFQ-24-1
General Engineering Services for
Continuing Contract

Selection Committee Meeting Date & Time: May 8, 2024
2:00 PM

COMPANY	RANKING/SELECTIONS
AtkinsRealis US, Inc	Selected
Jacobs Engineering Group, Inc	Selected
AMI Consulting Engineers, PA	Not Selected
Harris Civil Engineers, LLC	Not Selected
WSP USA, Inc	Not Selected

THE SELECTION COMMITTEE UNANIMOUSLY AGREED TO WAIVE PRESENTATIONS.

THIS RANKING WILL BE PRESENTED TO THE CANAVERAL PORT AUTHORITY BOARD OF COMMISSIONERS FOR APPROVAL AT THEIR REGULARLY SCHEDULED MEETING ON May 21, 2024.

POSTED: DATE May 13, 2024 TIME 9:00 AM BY Karen Pappas, Director Procurement

APPROVED BY THE CANAVERAL PORT AUTHORITY

POSTED: DATE _____ TIME _____ BY _____

Meeting Date

May 22, 2024

**AGENDA ITEM REQUEST**

Section:	
Item Number:	1.E
Department:	Engineering
Requested Action:	Consideration of authorizing staff to issue a purchase order to Construction Engineering Group, Inc., pursuant to continuing contract PUR-RFQ-22-1, for the design of the Jetty Park Camp Site Upgrades project, with a not-to-exceed amount \$145,700. (Patrick Hammond/Bill Crowe)
Summary Explanation & Background: CPA Engineering has engaged with Construction Engineering Group, Inc to provide design services related to various upgrades throughout the Jetty Park Campground. These upgrades include the asphalt paving of the existing roadways throughout the Campground, the utility upgrade of the existing campsites within the west campground loop (utilities to be upgraded include electrical and sewer), and site lighting upgrades. These upgrades have been closely coordinated with CPA Recreation to capture the campground's current and future needs. The proposed improvements will provide a better experience for all Jetty Park Campground guests.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total not-to-exceed amount \$145,700 is included in the Fy24 Capital Budget. No change is required. Project 1530 - Park Upgrades

Attachments:[CEG Jetty Park Upgrades.pdf](#)

Proposal Addressed To:

Canaveral Port Authority
Patrick Hammond, P.E.
Project Manager
445 Challenger Road
Cape Canaveral, FL 32920

Email: phammond@portcanaveral.com

Thank you for considering Construction Engineering Group for the proposed Jetty Maritime Park Camp Site Upgrades project in Port Canaveral, Florida. CEG will provide Civil and Electrical engineering site design and permitting for the proposed upgrades. CEG will be sub-contracting the survey portion through Briel & Associates Land Surveyors, Inc.

CEG proposes to provide the following civil and electrical engineering services. Engineering site design and permitting services are grouped into separate tasks of work below. Overall improvements include updating the existing survey, providing new concrete RV site pads, new water, sewer and electrical services for the western half of the park, site lighting, paving the existing stabilized roadways throughout the entire campground, including storm water treatment design and permitting.

All drawings and specifications will be complete to provide for competitive bidding, permit approvals, and construction.

SURVEY/ CIVIL & ELECTRICAL ENGINEERING SERVICES

Task No. 1: Survey

1. Update the existing survey, provide new spot elevations throughout the west side of the RV and tent camping areas and along the existing gravel road as required.

Task No. 2: Civil Design Development (30% DD's)

1. Attend meetings with the Canaveral Port Authority (CPA), SJRWMD for stormwater treatment and erosion/sediment control, City of Cocoa for water, City of Cocoa Beach for sewer. All meetings will be as required or requested.
2. Prepare site DD's (30% complete) site construction drawings for the purposes of client review and preliminary construction pricing.
3. Provide PDF format electronic files for review and approval.

Task No. 3: Civil Construction Documents (90% DD's and 100% CD's)

1. Provide 90% and 100% signed and sealed CD's based on client comments and input, reports, calculations, modeling and specifications for site permitting, water, sewer, client review, and for bidding.
2. On-site inspection to review final plans.

3. Provide PDF format electronic files for final approval and bidding.

Task No. 4: Civil Site Permitting

1. Prepare all site permit applications and fees. Attend pre-application meetings with the CPA, SJRWMD, City of Cocoa and City of Cocoa Beach.
2. Site plan permitting through the CPA.
3. Erosion/sediment control permitting through the CPA, SJRWMD, & FDEP
4. City of Cocoa water.
5. City of Cocoa Beach wastewater.
6. FDEP water and wastewater as needed.

Task No. 5: Civil Construction Administration

1. Provide construction services as request by the client including attending pre-construction meetings, four (4) on-site inspections, contractor draw requests, shop drawings, responses to RFI's, review testing and as-built survey data, site permit certifications, and other services as requested by the client. Please note the attendance at the pre-construction meeting and site permit certifications are required by code.

Task No. 6: Electrical Construction Documents (30%, 90% and 100% CD)

Electrical Engineering Scope of Services shall include the following:

1. Site Electrical Plan for new service pedestals and related electrical equipment.
2. Single-line diagrams and panel schedules.
3. Electrical Specifications (on-plans).

Task No. 7: Electrical Construction Administration

1. Provide Electrical Engineering construction administrative services for shop drawings and RFI's.

Task No. 8: Site Lighting and Photometrics

Electrical Engineering Scope of Services shall include the following throughout the entire park:

1. Provide Site Photometrics and Turtle Lighting Plan and specifications.
2. Site Lighting Plans with fixture locations, circuiting, and controls

The above listed engineering design services do not include the following:

1. Impact and permit application fees.
2. Drawing reproduction and other reimbursable expenses for permitting and/or construction.
3. Landscape/irrigation drawings or geotechnical engineering/testing.

FEE SUMMARY

Task No. 1: Survey	\$18,900.00
Task No. 2: Civil 30% DD's	\$24,000.00
Task No. 3: Civil 90% DD's and 100% CD's	\$40,000.00
Task No. 4: Civil Site Permitting	\$7,500.00
Task No. 5: Civil Construction Administration	\$5,000.00
Task No. 6: Electrical 30%. 90% and 100% CD's	\$26,200.00
Task No. 7: Electrical Construction Administration	\$3,800.00
Task No. 8: Site Photometrics and Lighting	\$18,800.00
Reimbursable Expenses:	\$1,500.00

Execution of this proposal will be required as notice to proceed. Please be advised that our proposed fee(s) for the above design services will remain firm for thirty (30) calendar days from the date of this proposal.

This proposal is subject to "Terms and Conditions for Professional Services Between Construction Engineering Group and Owner/Client, Revision Date: November 19, 2023".

Thank you again for the opportunity to provide you our services. If you have any questions please do not hesitate to call.

Sincerely,



Jake T. Wise, P.E.
Principal Civil Engineer
Managing Member
Construction Engineering Group, LLC

Due to insurance regulations, it is necessary for us to receive a signed copy of this Proposal before we can begin working on this project. Please sign and return this proposal as direction for us to proceed with the project. Receipt of CAD files and/or direction to proceed with project shall also constitute acceptance of this agreement. This is a confidential proposal between CEG and the addressee of this document. The information contained herein shall not be provided to any other parties without written consent of CEG.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

Patrick Hammond, PE
Canaveral Port Authority

Date

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES BETWEEN
CONSTRUCTION ENGINEERING GROUP AND OWNER/CLIENT

Revision Date: November 19, 2023

1. Services performed by Construction Engineering Group (hereinafter called CEG) for Owner/Client (hereinafter called Client), under this Agreement, will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty are included or intended in this Agreement, or in any report, opinion, document or otherwise.
2. CEG's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. CEG shall not be responsible for damages or delays caused by any factor outside of CEG's control, including, but not limited to, Client's review and decision process, permitting/approval agencies, or Acts of God.
3. During any construction activity, CEG shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work, since these are solely the contractor's responsibility under the contract for construction. CEG shall not be responsible for the contractor's schedules or failure to carry out the work in accordance with the contract documents.
4. Construction observation, certification of permits, and review of shop drawings is a continuation of services after the design and documentation process, which provides CEG the vehicle to assure the Client that the project is brought to construction completion in accordance with the intent of the documents and applicable regulations. Should the Client or agent of the Client (other than CEG) choose to perform the construction observation portion of the project services, the Client agrees to assume all responsibilities related to the completed work without CEG participation and waives any claim or liability for injury or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans or specifications developed during this portion of the project. CEG shall not be liable for y for claims or actions arising from the Client or Client's agent's performance of construction observation service.
5. CEG shall review, take no exception, reject or take other appropriate action (for example: require revisions and resubmissions) upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, to ascertain their conformance with the requirements for the Work as indicated in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. CEG review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. CEG's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness which shall not, unless otherwise agreed upon in writing by the Client, be of a duration longer than fifteen (15) business days.
6. Additional services consist of any service not specifically listed as "Scope of Service" contained herein. Such services shall include revisions due to Client changes or adjustments in scope, budget or quality of the project, and any other services not customarily furnished in accordance with generally accepted engineering practice. Additional services will be billed on a mutually agreed upon hourly or fixed fee basis, and shall not be commenced until a written agreement concerning the additional services is executed by all parties hereto.
7. All documents prepared by CEG pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the client or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by CEG for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to CEG; and the Client, or whoever shall reuse said documents, shall indemnify and hold harmless CEG from all claims, damages, losses and expenses, including attorneys fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle CEG to additional compensation at rates to be agreed upon by CEG and the person or entity seeking to reuse said documents.



8. The Client shall furnish necessary pollution tests, tests for hazardous materials and other laboratory and environmental tests, inspections, and reports required by law or the Agreement documents. CEG does not perform services related to the identification, testing, containment or removal of asbestos, hazardous waste or hazardous material. The Client hereby waives any claim against CEG for liability, injury or loss arising from the existence of asbestos, hazardous waste or hazardous material.
9. The Client shall furnish in a timely manner and at his own expense, surveys describing physical characteristics, legal limitations and utility locations for the site of the project; a written legal description of the site; geotechnical investigations; environmental assessments; and/or other consultant information when such services are requested by CEG. CEG shall be entitled to rely upon the accuracy and completeness thereof for completion of CEG's work. Any costs associated with correcting of designs or design documents due to incomplete or incorrect Client provided information shall be at Client's expense.
10. Any opinion of construction cost prepared by CEG represents CEG's best judgment as a design professional and is supplied for the general guidance of the Client. Since CEG has no control over the cost of labor and material, or over competitive bidding or market conditions, CEG does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the Client.
11. Drawings, sketches, reports, specifications, computer discs and other documents are instruments of service with respect to the project and all rights of copyright thereof are retained by CEG. CEG shall have no liability in the event any changes are made to the documents by Client or others engaged by Client.
12. This Agreement may be terminated upon seven (7) days written notice by either party if the other party fails to perform to these agreed terms. If the project is abandoned by the Client for more than ninety (90) consecutive days, the Agreement may be terminated by CEG.
13. Payment to CEG is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
14. If the Client fails to make payment when due to CEG for services and expenses, Client shall be in default of this Agreement, which shall entitle CEG to immediately cease all services as described under this or any other Agreement between the parties. In the event of such suspension, CEG shall have no liability to the Client for delay or damages caused the Client because of such suspension of services.
15. In the event of either termination or project suspension, the Client will pay CEG for services and expenses then due, in addition to any additional charges incurred by CEG by the Client's early termination.
16. CEG currently maintains General Liability and Professional Liability Insurance. CEG's liability to the Client for injury or damage arising out of work performed for the Client and for which legal liability may be found to rest upon CEG, other than for professional errors and omissions, will be limited to \$1,000,000.00. For any damage on account of error, omission or other professional negligence, CEG's liability and its officers, directors, and employees, will be limited to a sum not to exceed \$50,000.00 or CEG's fee, whichever is lesser.
17. CEG shall use reasonable efforts to ensure that the Client's project will comply with the requirements contained in the American's with Disabilities Act ("ADA") and the requirements of other applicable federal, state, and local laws, rules, codes, ordinances and regulations. CEG cannot and expressly does not warrant or guarantee compliance with such laws, as they are subject to differing interpretations and construction.
18. This Agreement shall be enforced against each party's partners, successors, assigns and legal representatives.
19. This Agreement represents the entire and integrated agreement between the Client and CEG and supersedes all prior representations or agreements. This Agreement may be amended only by written instrument signed by both the Client and CEG.



20. Nothing contained in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against either the Client or CEG.
21. In the event any litigation or proceeding is filed based on this Agreement (including any action for declaration relief) the prevailing party shall be entitled to recover its attorney fees, and other associated costs, from the unsuccessful party. Prevailing party shall be defined as (1) a claimant that is awarded net 51 percent (51%) of its affirmative claim, after any offsets for claims or counterclaims by the other party, and (2) as a defendant/respondent against whom an award of less than 50 percent (50%) of a claimant's claim is granted.
22. Invoices for services and expenses will be billed monthly for work completed. Payment is due upon receipt of invoice. Interest will accrue on amounts past due at a rate of 1-1/2% per month. Any other payment schedule or method must be described in writing within this Agreement. Payments not received more than thirty (30) days from date of invoice will be, at CEG's option, cause for CEG to collect through any legal means. Client shall pay any attorney's fees, and other associated costs, incurred in collecting a delinquent payment.
23. Reimbursable expenses include, but are not limited to, expenses incurred by CEG in the interest of the project for: transportation and living expenses; long distance communication; reproduction; postage and delivery; additional insurance requested by Client in excess of CEG's coverages; consultants for specialized services, unless specifically noted otherwise; fees paid for securing authority approvals; record copies; and computer discs.
24. Unless included as part of CEG's Scope of Services, reimbursable expenses shall be billed at actual costs plus a fifteen percent (15%) service charge, except for the following expenses, which will be billed at the corresponding rates:

Auto Travel – Standard IRS Mileage Rate	Blackline large format prints, up to 30" x 42" each	\$3.00
Photocopies, letter and legal...\$ 0.15	Color large format prints 24" x 36 each	\$22.00
Color Photos.....each..... \$ 1.25	CD-ROM...each.....	\$20.00

24. Client agrees to credit CEG by name and title in all publicity involving the project. CEG will publicly reveal project information upon Client's approval.
25. Until executed by the Client, this document shall constitute an offer of services from CEG. If the Client fails to notify CEG in writing of its acceptance of each and every term contained herein within thirty (30) days of its submission by CEG, the offer shall expire.
26. CEG shall have the right to withdraw and request the return of all submittals to permitting agencies or other parties on behalf of the Client in the event of outstanding balances remaining unpaid by the Client per the terms of this Agreement.
27. If any provision of this Agreement is in violation of federal, state or local law, or is held by any court to be unenforceable, the remaining provisions shall still have full force and effect and shall continue to be binding on the parties hereto.
28. **PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.**

Construction Engineering Group
Standard Billing Rates For CPA
Effective May 25, 2022

<u>Personnel Categories</u>	<u>Hourly Billing Rate</u>
Principal/Senior Engineer	\$150.00
Engineer	\$135.00
Designer	\$90.00
Drafter	\$60.00
Project Administrator	\$55.00

<u>Reimbursables</u>	<u>Cost</u>
Auto Travel (per mile - other than trips to CPA for meetings)	Standard IRS Rate
Blackline Prints (24" x 36" each)	\$2.50
Blackline Prints (30" x 42" each)	\$3.00
Photocopies (each)	\$0.15
Color Photos (each)	\$1.25
CD-ROM (each)	\$18.00

Meeting Date

May 22, 2024

**AGENDA ITEM REQUEST**

Section:	
Item Number:	1.F
Department:	Engineering
Requested Action:	Consideration of authorizing staff to issue a purchase order to RUSH Marine, LLC, pursuant to continuing contract PUR-RFQ-23-2, for the waterline upgrade at NCP2 with a not-to-exceed amount of \$448,708.72 (Patrick Hammond/Bill Crowe)
Summary Explanation & Background: The existing waterline infrastructure at North Cargo Pier 2 has deteriorated beyond the ability to repair. Engineering as coordinated closely with RUSH Marine to define the scope of work for this replacement project. The scope of work includes the full replacement of waterline between the water meter and the water stations on the pier. RUSH Marine will install new pipe hangers and supports, new isolation valves for each of the three water stations and conduct all required testing. Replacement is required in order to avoid impacts to our cargo operations.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total not-to-exceed amount of \$448,709 is included in the FY24 Capital Budget. No change is required. Project 1560 - Improvements to Piers, Buildings, Structures

Attachments:

[RUSH Marine Waterline Repair NCP2.pdf](#)



04/26/2024

Mr. Patrick Hammond
Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920

RE: Waterside Construction Management at Risk Services for
Continuing Services Contract PUR-RFQ-23-2

Subject: Price Proposal – NCP2 Waterline Replacement

Mr. Hammond

Per CPA's request, and in accordance with the terms and conditions of the waterside construction continuing services contract PUR-RFQ-23-2, RUSH Marine LLC. is pleased to provide this proposal to replace the waterline system at NCP 2. See below for additional details concerning the scope of work included:

Scope of Work:

- RUSH Marine shall provide all labor, equipment and materials to complete the work.
- Remove existing waterline, valves, and existing brackets.
- Furnish and install approximately 272 LF of 6" PVC schedule 80 piping and 218 LF of 8" PCC schedule 80 piping, galvanized brackets and valves, check valves, backflow, fittings, water stations and pipe support and/or hangers are required.
- Pressure testing and bac-tee test as required.

Excluded Items:

- Design
- Permits
- Builders Risk Insurance is not included
- Concrete or other structural repairs to the existing structures not included in the scope of work provided above.

Clarifications:

1. The anticipated time associated with this proposal is 32 working days to perform the scope of services as described in the Scope of Work section of this proposal.
2. All work is anticipated to be completed with one mobilization and continuous activity.

6285 Riverfront Center Blvd., Titusville, Florida 32780 Phone: (321) 267-8100
www.rushinc.com Fax: (321) 267-9944

Page 1



Continuation of Clarifications:

3. Procurement of the permanent materials shall commence as soon as we are in receipt of a purchase order and notice to proceed.
4. All work will be coordinated with CPA as needed to work around the vessel schedule.
5. The work shall be performed Monday through Friday excluding holidays or special events.

Cost:

The total cost associated with this scope of work is **\$398,708.72**. This includes a \$10,000 contingency for any unknown findings during the proposed scope of work.

Should this proposal be acceptable, please provide a purchase order at your earliest convenience so our team can begin procuring the permanent materials as required.

Please do not hesitate to contact us, should you have any questions, regarding this proposal. We would like to thank you for this opportunity to extend our services as we look forward to working with the CPA staff on this project.

Sincerely,
RUSH MARINE LLC.

Anthony Landry

Digitally signed by Anthony Landry :
DN: cn=US, c=landry@rushinc.com,
o=RUSH Marine, LLC, cn=Anthony
Landry
Reason: I attest to the accuracy and
integrity of this document
Date: 2024.04.26 13:37:54-0400

Anthony Landry
President – RUSH Marine LLC.

Project: NCP 2 Waterline Replacement
Location: CANAVERAL PORT AUTHORITY
Continuing Services Contract PUR-RFQ-23-2

SCHEDULE OF VALUES

EST TOTAL **\$398,708.72**

BID DATE: 4/24/2024

BID TIME: C.O.B.



RUSH Marine LLC.
6285 Riverfront Center Blvd
Titusville, FL 32780
M.(813) 393-7375 Tony Landry - tlandry@rushinc.com
P.(321) 267-8100
www.rushinc.com

ENTER O.H. HERE ENTER FEE HERE
6.00% **5.00%**

LINE ITEM	DIVISION OF WORK	COST	O.H.	FEE	BASE BID	Contractor or Subcontractor performing work
Basis of Bid - Removal of existing and Furnish and Install new waterline system at NCP-2						
1	GENERAL CONDITIONS	\$55,981.00	\$0	\$0	\$55,981.00	RUSH Marine
2	Demo of exiting Water system and Install new	98,273.33	\$5,896.40	\$5,208.49	\$109,378.22	RUSH Marine
3	Subcontractors	192,155.25	\$11,529.32	\$10,184.23	\$213,868.80	WLS
	SUBTOTALS	\$346,409.58	\$17,425.72	\$15,392.72	\$379,228.02	
	BOND % 1.00%				\$3,792.28	
	INSURANCE % 1.50%				\$5,688.42	
	TOTAL			TOTAL Amount	\$388,708.72	
ALLOWANCES/CONTINGENCY						
1	ALLOWANCES	\$10,000.00	\$0	\$0	\$10,000.00	Owner Contingency
	SUBTOTALS	\$10,000.00	\$0	\$0	\$10,000.00	
	BOND % 0.00%				\$0.00	
	INSURANCE % 0.00%				\$0.00	
	TOTAL			TOTAL Amount	\$10,000.00	
					SUM of Line Items 1 - 3 and allowance	\$398,708.72

Owner Controlled Additional Contingency: \$50,000.00

Grant Total: \$448,708.72

RUSH Marine

COST ESTIMATE BREAKDOWN NO.

1

PAGE 1 OF 2

SF

CPA CONTINUING SERVICES

TRADE : GENERAL REQUIREMENTS

TOTAL : \$ 55,981

Cape Canaveral, FL

SCHEDULE: CONTRACT:

Job: Remove Existing and Replace Waterline system at NCP-2

WORK: 1.25 MOS

5.41 WKS

LINE NO.	ITEM	UNIT	QTY.	MATER. COST		LABOR COST			OTHER DIR. COST	LINE TOTAL
				UNIT	TOTAL	HRS.	RATE	TOTAL		
1	SUPERINTENDENT	WKS	5.41	300.00	1,623	216.4	103.50	22,397	-	24,020
2	PROJ. MANAGER	WKS	5.41	300.00	1,623	216.4	101.53	21,971	-	23,594
3	PROJ. EXECUTIVE	WKS	0.0	300.00	-	-	101.53	-	-	-
4	PROJ. ENGINEER	WKS	0.00	300.00	-	-	78.00	-	-	-
5	TRUCKING & FUEL	WKS	5.41	150.00	2,435	-	0.00	-	-	2,435
6	TELEPHONE	MOS	1.25	100.00	375	-	0.00	-	-	375
7	ICE & WATER	WKS	5.41	75.00	406	-	20.00	-	-	406
8	TEMP. TOILETS	MOS	1.00	135.00	135	-	0.00	-	-	135
		UN								
SUB TOTALS THIS PAGE					\$ 6,597			\$ 44,368	\$ -	\$ 50,965
VERIFIED TOTAL \$										50,965

RUSH FORM 102 (1/98): EX

RUSH Marine

COST ESTIMATE BREAKDOWN NO.

1

PAGE 2 OF 2

CPA CONTINUING SERVICES

TRADE : GENERAL REQUIREMENTS

TOTAL : \$ 55,981

Cape Canaveral, FL

SCHEDULE: CONTRACT:

Job: Remove Existing and Replace Waterline system at NCP-2

1.25

LINE NO.	ITEM	UNIT	QTY.	MATER. COST		LABOR COST			OTHER DIR. COST	LINE TOTAL
				UNIT	TOTAL	HRS.	RATE	TOTAL		
9	LIVING EXPENSES	MOS	1.25	2,200.00	2,750	-	0.00	-	-	2,750
10	SMALL TOOLS &	MHS	-	5.00	-	-	0.00	-	-	-
11	Temporary OFFICE	LOT	1.25	750.00	938	-	0.00	-	-	938
12	OFFICE Utilities	LOT	1.25	350.00	438	-	0.00	-	-	438
13	PROGRESS PHOTOS	MOS	1.25	145.00	181	-	0.00	-	-	181
SUB TOTALS PAGES 1 & 2					\$ 10,904			\$ 44,368	\$ -	\$ 55,272
SALES TAX %					6.5					709
TOTALS					\$ 11,613			\$ 44,368	\$ -	\$ 55,981
VERIFIED TOTAL \$										55,981

RUSH FORM 102 (1/98): EX

Project Name: Remove existing and furnish and install new waterline system at NCP 2

RM Project LABOR						
LABOR	REG TIME	OT TIME	UNIT	REG. RATE	OT RATE	Burdened Labor
Foreman	256	64	HR	\$ 49.25	\$ 73.88	\$ 17,336.32
Operator	256	64	HR	\$ 61.56	\$ 92.34	\$ 21,669.12
Rigger/Piledriver	256	64	HR	\$ 40.32	\$ 60.48	\$ 14,192.64
Rigger/Piledriver	256	64	HR	\$ 40.32	\$ 60.48	\$ 14,192.64
Rigger/Piledriver	256	64	HR	\$ 40.32	\$ 60.48	\$ 14,192.64
	1280	320		Total		\$ 81,583.36
\$ 81,583.36						
Description of Activity: EQUIPMENT and Outside Freight						
Description	Day Rate/Mth Rate	Tax if required	Duration/Days	Total		
Mob/Demob telehandler forklift (Freight)	\$ 350.00	\$ 24.50	2	\$ 749.00		
Telehandler forklift	\$ 4,550.00	\$ 318.50	1.25	\$ 6,085.63		
Mob/Demob Floats (freight)	\$ 500.00		2	\$ 1,000.00		
Work Floats (2 Each)	\$ 2,500.00		1.25	\$ 3,125.00		
Jon Boat	\$ 1,000.00		1.25	\$ 1,250.00		
	\$ -		0	\$ -		
			TOTAL	\$ 12,209.63		\$ 12,209.63
\$ 12,209.63						
Description of Activity: TEMPORARY / PERMANENT MATERIALS						
Description	Quantity	Days	UOM	Rate	Taxes	Total
Core Bits	4		EA	750	\$ 195.00	\$ 3,195.00
Fuel	25	4	Gal	\$ 5.25	\$ 9.19	\$ 140.44
Core Drill	1	10	Weeks	107	\$ 74.90	\$ 1,144.90
					\$ -	\$ -
			TOTAL			\$ 4,480.34
						\$ 4,480.34
Description of Activity: Subcontractor						
Description	Quantity	Days/MHRs	UOM	Rate	Taxes	Total
W.S Furnish and Install pipe with RM team	1		LS	\$ 190,400.00	\$ -	\$ 190,400.00
Dumpster for Disposal	2		EA	\$ 850.00	\$ 55.25	\$ 1,755.25
						\$ -
			TOTAL			\$ 192,155.25
						\$ 192,155.25



WLS Utilities, Inc.

Phone: 321-403-4001

300 Mac Arthur Cir.

Cocoa FL 32927

4/22/24

To: Rush Marine

Attn: Shane

Re: North Cargo Pier # 2

PROPOSAL

Replace all piping, valves, check valves, backflow, fittings, , water stations, and Pipe supports or hangers as needed.

All piping and fittings to be schedule 80 glue joints.

Pressure testing and bac-tee tests are included

Note; It is under stood Rush Marine will supply 2 rafts for WLS use

Total Proposal \$ 190,400.00

Not included; *(To be performed by RUSH Marine)*

Demo of existing pipe and fittings by others.

Pipes going thur concrete demo by others

Thank You

Tom Sandige

Meeting Date

May 22, 2024

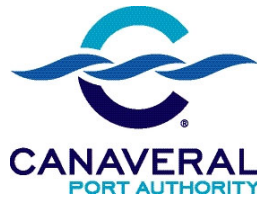
**AGENDA ITEM REQUEST**

Section:	
Item Number:	1.G
Department:	Engineering
Requested Action:	Consideration of authorizing staff, pursuant to continuing contracts PUR-RFQ-23-1 and PUR-RFQ-23-2, to engage the following contractors for emergency response and repairs for any damage caused by potential storms occurring after June 1, 2024. Staff recommends initial Purchase Orders in the amounts indicated below to each contractor for a total amount of \$2,000,000 for a period of 12-months following Commission approval. This value may be adjusted, with Commission approval once assessment of damage has been completed. (Patrick Hammond/Bill Crowe) - Ivey's Construction – NTE \$800,000 - Heard Construction – NTE \$400,000 - Canaveral Construction – NTE \$400,000 - Rush Marine – NTE \$400,000
Summary Explanation & Background: In preparation for storms occurring from June 1, 2024, to June 1, 2025, use of the continuing contracts allows the Port and its tenants to return as soon as possible after a storm. Recommend dividing the Port into four categories for repairs due to storm damage. Contractor responsibilities would be designated by the following categories: - Ivey's Construction: All Cruise Terminal areas. - Heard Construction: Port owned, tenant operated buildings, and CCTV. - Canaveral Construction: All other port property (Jetty Park, Maritime Center, Exploration Tower, roadways, signs...), fencing and parking lot lights - Rush Marine: Waterside work to include piers/fenders, barge work.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	These contracts are for emergency services. Charges incurred against them will be submitted for reimbursement as available through Federal, State or Local funding agreements, or insurance as applicable. There is no

	impact to the FY24 Capital or Operating budgets.
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Attachments:

[Hurricane Readiness 2024.pdf](#)



Hurricane Readiness 2024

Damage in the port will be separated into 4 categories:

1. Cruise Terminals
2. Port owned, tenant operated buildings, CCTV/Low Voltage
3. All other port property to include Jetty Park
4. Marine Work

After a hurricane passes the port, the Port Security Team and emergency responders will clear the port of any safety hazards. They then will allow evaluation teams to enter the port and start any emergency repairs required. Evaluation teams will include at least 1 CPA employee along with each contractor.

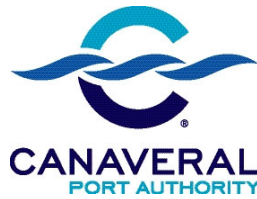
Emergency Repairs are any repairs to protect and safeguard persons, property, or the loss of revenue to the port. This work is done in the first **70 hours** after the port is open to responders. This does not require 3 bids.

After the evaluation of the damage the contractor will immediately start on any emergency repairs and start getting quotes for non-emergency repairs.

Any work after **70 hours** requires a minimum of 3 bids, if contractor cannot get 3 hard bids because of lack of contractors, no bids on company letterheads will be accepted.

Contractors to meet with Canaveral Port Authority and FEMA representatives along with the Canaveral Port Authority Insurance Company to review the most current documentation requirements for reimbursement to the Port.

All work will be performed and billed according to the current continuing contract agreement between the port and the contractor.



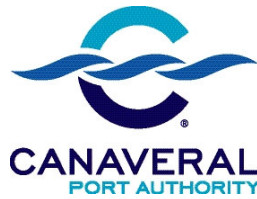
Hurricane Readiness 2024

All Cruise Terminals 1,2,3,5,6,8,10:

This would include any damage to the Cruise Terminals inside or out **except parking lot lights, fencing and CCTV/Low Voltage.** Prior to Hurricane season the contractor should get commitments from certain trades to react to the emergency repairs. Roof repairs are normally the most critical and should be planned ahead of time.

General Contractor – Ivey’s Construction	
Name	Phone Number
Rocky Johnson	321-403-3071
Nick Caplanis	321-543-3434
Christian Dufresne	321-482-9000

Canaveral Port Authority POC	
Name	Phone Number
Patrick Hammond	321-505-2693
Mike DiLauro	321-586-7760



Hurricane Readiness 2024

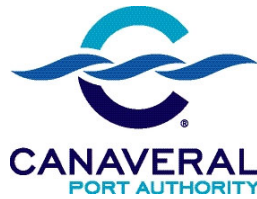
Port owned, tenant operated buildings/CCTV & Low Voltage:

See attached buildings and contacts.

Prior to Hurricane season the contractor should get commitments from certain trades to react to the emergency repairs. Roof repairs are normally the most critical and should be planned ahead of time.

General Contractor – Heard Construction	
Name	Phone Number
Andy Day	321-261-1135
Lu Anne Woodley	321-403-6225
Billy Nichols	321-288-0426

Canaveral Port Authority POC	
Name	Phone Number
Tim Wieck	321-831-9075
Brian Lamazon	386-868-8016
Troy Goslin (all LV/CCTV)	321-626-0190



Hurricane Readiness 2024

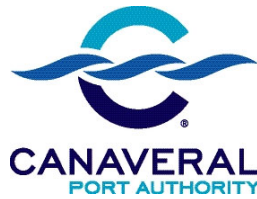
All other Port property:

Areas include Maintenance and Purchasing Center, Jetty Park, Freddie Patrick Park, Ketchum Park, Maritime Center, roadways to include signs and landscaping, all parking lot lights and fencing to include cruise terminal parking lot lights and fencing. Any other areas directed by Port personnel.

Prior to Hurricane season the contractor should get commitments from certain trades to react to the emergency repairs. Roof repairs are normally the most critical and should be planned ahead of time.

General Contractor – Canaveral Construction	
Name	Phone Number
Mike Harkcom	321-508-2116
Dirk Neuerburg	321-298-6900
Allan Nash	321-403-7935

Canaveral Port Authority POC	
Name	Phone Number
AJ Jendroch	321-652-6865
James Lindermann	321-394-3435



Hurricane Readiness 2024

Marine Work:

All waterside work to include: damage to piers, fenders, bollards, or barge assistance.

General Contractor – RUSH Marine	
Name	Phone Number
Tony Landry	813-393-7375
Alvin Lopez	904-945 7483

Canaveral Port Authority POC	
Name	Phone Number
Veronica Narvaez-Lugo	321-403-7986
Gary Ledford	321-474-4775

Meeting Date

May 22, 2024

**AGENDA ITEM REQUEST**

Section:	
Item Number:	1.H
Department:	Engineering
Requested Action:	Consideration of approving Certification of Lands required by the U.S. Army Corps of Engineers (USACE) in connection with undertaking the Canaveral Harbor Sand Bypass Project in accordance with the Project Cooperation Agreement dated March 28, 1994 between the USACE and Canaveral Port Authority. (Musser/Langley)
Summary Explanation & Background: In connection with preparation for the next Canaveral Harbor Sand Bypass Project, expected to commence November 2024 and run through April 2025, the U.S. Army Corps of Engineers (USACE) has asked the Canaveral Port Authority (CPA) to re-certify the interests in lands necessary to undertake the Project. Those interests include forty-nine (49) perpetual beach disposal easements (PBDEs) acquired by the Port in the 1990s from individual owners of beachside properties from Jetty Park south to approximately Arthur Avenue in Cocoa Beach (FDEP Range Monuments R-1 – R-13); see attached maps. These interests include authorization for the placement of sand on the easement beach parcels as well as for necessary equipment, personnel and supplies, all of which are essential to the successful completion of the Project. The interests to be certified also include two potential (2) staging areas within Jetty Park and beach access. The certification further confirms the Port's grant to the USACE to enter these properties to carry out the Project. The certification document has been reviewed and found acceptable by the CPA staff attorney and outside counsel. CPA Staff recommend approval of the certification document and authorizing the Board Chairman, or their designee execute.	
Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	Yes
Financial Review:	

Attachments:

[USACE - CERTIFICATION OF LANDS.pdf](#)

[Encl 1 - Port Authority LR Map 2024 04302024.pdf](#)

[PCA Canaveral Harbor Sand Bypass 1994.pdf](#)

CERTIFICATION OF LANDS

Certificate Number: 01

Project Name: Canaveral Harbor

Segment: Sand Bypass System

The Canaveral Port Authority, as Project Sponsor of the Canaveral Harbor Project Sand Bypass System authorized by Public Law 87-874 under Project Cooperation Agreement Dated March 28, 1994, does hereby certify that the below described lands have been approved for use in the Canaveral Harbor Project Sand Bypass System as detailed herein and shall not be conveyed, transferred, or otherwise altered or encumbered without express written consent of the Department of the Army acting by and through the Assistant Secretary of the Army for Civil Works or his designated representative.

The Canaveral Port Authority does certify that it owns the below described interests in the lands at the time of execution of this Certificate and that these recited interests will not be impaired during the life of the Project except as written consent is given as provided above. The Canaveral Port Authority also certifies that all persons and business that have been displaced by acquisition of the below described interest in the lands have been relocated in full compliance with Public Law 91-646, as amended and that the other provisions of Public Law 91-646, as amended, have been complied with.

The Canaveral Port Authority does hereby grant to the Department of the Army an irrevocable right to enter for purposes of construction, inspection and, if necessary, for the purpose of completing, operating, repairing, maintaining, replacing, or rehabilitating the Project upon the below described lands in accordance with the interests detailed herein owned or controlled by the Canaveral Port Authority for the Project.

The Canaveral Port Authority hereby certifies that it has at least the following minimum interest in the lands as specified on Attachment 1 (the "Interest in the Lands").

CANAVERAL PORT AUTHORITY,
an Independent Special Taxing District and
political subdivision of the State of Florida

Dated: May 22, 2024

By: Micah Loyd, Chairman

ATTACHMENT 1
(Interest in the Lands)

A. Perpetual Beach Disposal Easements as provided in the below documents recorded in the public records of Brevard County, Florida:

Perpetual Beach Disposal Easement recorded at	Official Records Book 3394,	Page 2787	On 05/24/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3368,	Page 2172	On 02/18/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3413,	Page 1490	On 08/10/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3403,	Page 2391	On 06/29/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3370,	Page 1720	On 02/25/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3406,	Page 3202	On 07/13/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3417,	Page 1718	On 08/29/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3372,	Page 3646	On 03/04/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3384,	Page 3605	On 04/18/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3419,	Page 1687	On 09/07/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3419,	Page 2532	On 09/08/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3430,	Page 2903	On 10/24/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3418,	Page 4371	On 09/06/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3390,	Page 2265	On 05/06/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3397,	Page 4374	On 06/06/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3372,	Page 3644	On 03/04/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3368,	Page 2176	On 02/18/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3372,	Page 3638	On 03/04/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3368,	Page 2174	On 02/18/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3373,	Page 4339	On 03/09/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3376,	Page 930	On 03/17/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3386,	Page 786	On 04/22/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3410,	Page 2581	On 07/29/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3370,	Page 1724	On 02/25/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3399,	Page 4059	On 06/14/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3369,	Page 814	On 02/22/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3372,	Page 3640	On 03/04/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3370,	Page 1722	On 02/25/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3416,	Page 4681	On 08/26/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3372,	Page 3648	On 03/04/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3378,	Page 4235	On 03/28/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3387,	Page 4096	On 04/28/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3408,	Page 3593	On 07/22/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3370,	Page 1718	On 02/25/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3369,	Page 816	On 02/22/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3430,	Page 3994	On 10/25/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3405,	Page 3195	On 07/08/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3399,	Page 4216	On 06/14/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3405,	Page 1969	On 7/7/1994
Perpetual Beach Disposal Easement recorded at	Official Records Book 3399,	Page 4218	On 06/14/94

Perpetual Beach Disposal Easement recorded at	Official Records Book 3401, Page 2516	On 06/21/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3403, Page 2389	On 06/29/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3418, Page 4369	On 09/06/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3399, Page 4214	On 06/14/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3402, Page 635	On 06/23/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3406, Page 340	On 7/11/1994
Perpetual Beach Disposal Easement recorded at	Official Records Book 3411, Page 3028	On 08/03/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3402, Page 637	On 06/23/94
Perpetual Beach Disposal Easement recorded at	Official Records Book 3405, Page 1967	On 7/7/1994

B. Fee Simple for the Temporary Work Areas for Staging and Access generally depicted on the attached map subject to the conditions provided in the below:

1. Deed No. 23581 dated January 31, 1964 by and between the Trustees of the Internal Improvement Fund of the State of Florida and the Canaveral Port Authority.
2. County Deed dated July 10th, 2018 by and between Brevard County, Florida and the Canaveral Port Authority recorded as recorded at Official Records Book 8226, Page 1921 on July 31, 2018.

ATTORNEY'S CERTIFICATE OF AUTHORITY

I, Craig Langley, as Vice President and General Counsel for Canaveral Port Authority, certify that Michah Loyd, as Chairman of the Canaveral Port Authority has the authority to grant the above Authorization for Entry; that said Authorization for Entry is executed by the proper duly authorized officer; and that the Authorization for Entry is in sufficient form to grant the authorization therein stated.

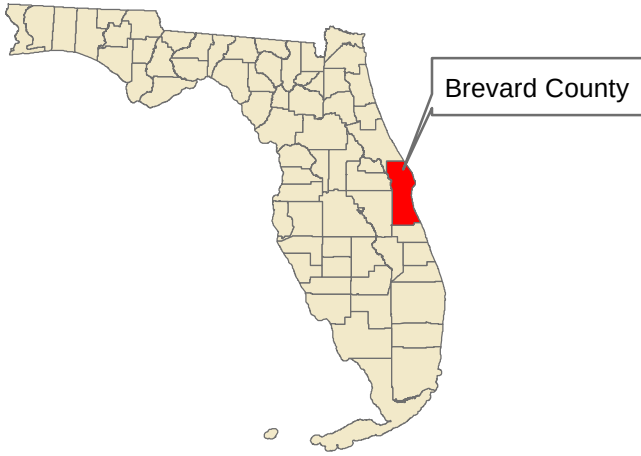
WITNESS my signature as Vice President and General Counsel for Canaveral Port Authority, this ____ day of _____, 2024.

BY: _____

Craig Langley, Esq.
Vice President and General Counsel
Canaveral Port Authority

EXHIBIT MAP
Canaveral Harbor Sand
Bypass Navigation Project

Canaveral Port Authority
Lands Request Map



LEGEND

- USACE Perpetual Easement
- Port Authority Fee Lands
- Port Authority Certification Required
- Certification to be Provided by Others
- Temporary Work Area Easement (Access) Required
- Temporary Work Area Easement (Staging Area) Required
- Brevard County Parcel Data
- Erosion Control Line (ECL)
- Coastal Range Marker

0 75 150 300 Feet

NOTES:

Project Request: Range Marker R-0 to R-13

South Jetty referenced as Range Marker R-0

The Landward Limit of Easement is defined as the +9' contour on the seaward side of the dune, as measured vertically from the NGVD (1929).

This Map has been compiled from various data sources. This Map is not intended to be a boundary or property survey and is not to be used for any legal purposes. This map is for lands request purposes only.

Service Layer Credits: Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

MAP SHEET 1 OF 3



Prepared by: D. DeVane
Department of the Army
Corps of Engineers
Jacksonville District
Real Estate Division
Technical Services Branch
30 April 2024

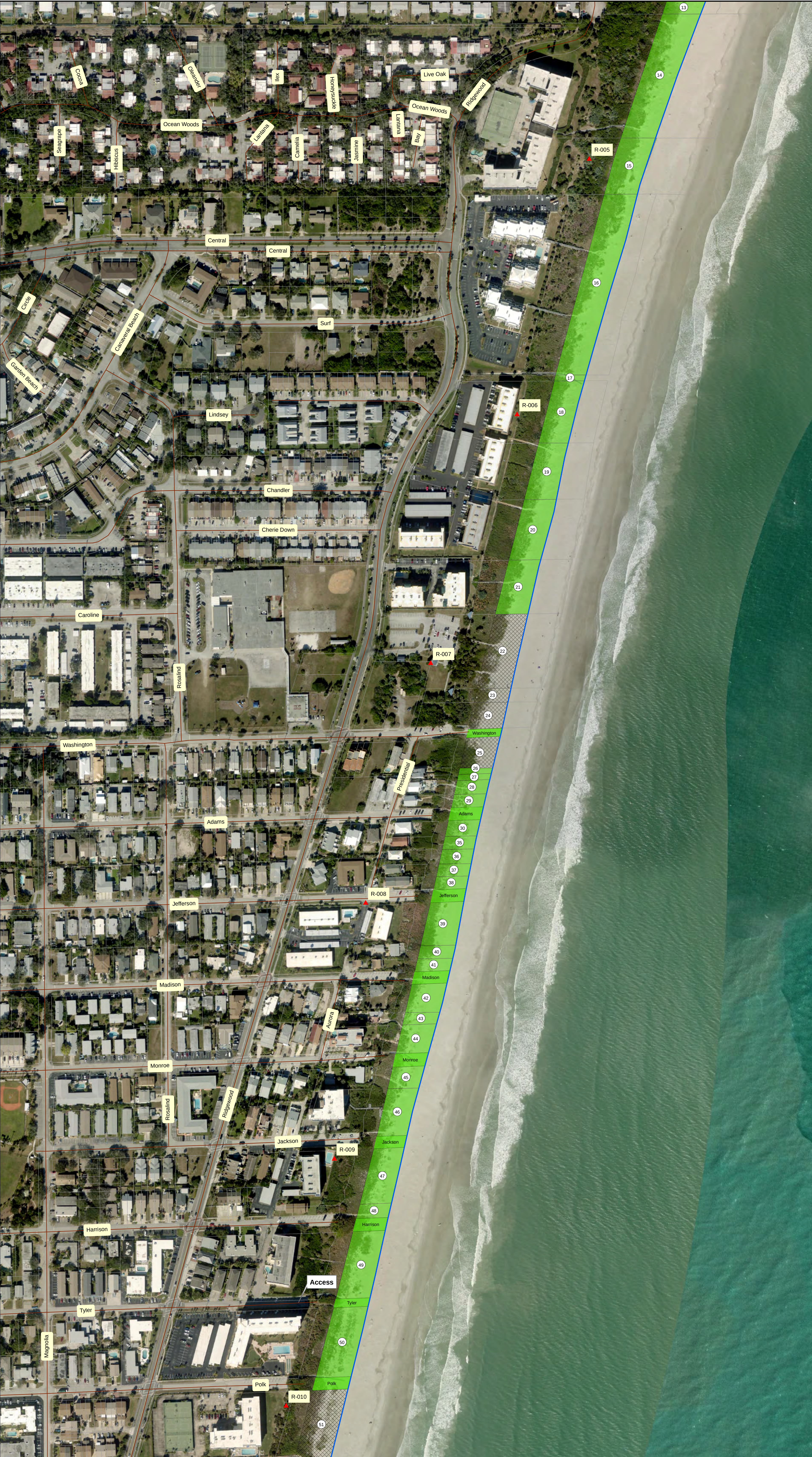
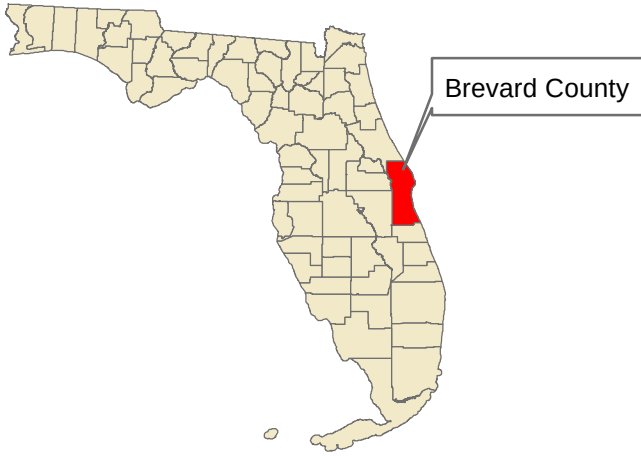


EXHIBIT MAP
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Bypass Navigation Project

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Lands Request Map



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MAP SHEET 2 OF 3



Prepared by: D. DeVane
Department of the Army
Corps of Engineers
Jacksonville District
Real Estate Division
Technical Services Branch
30 April 2024

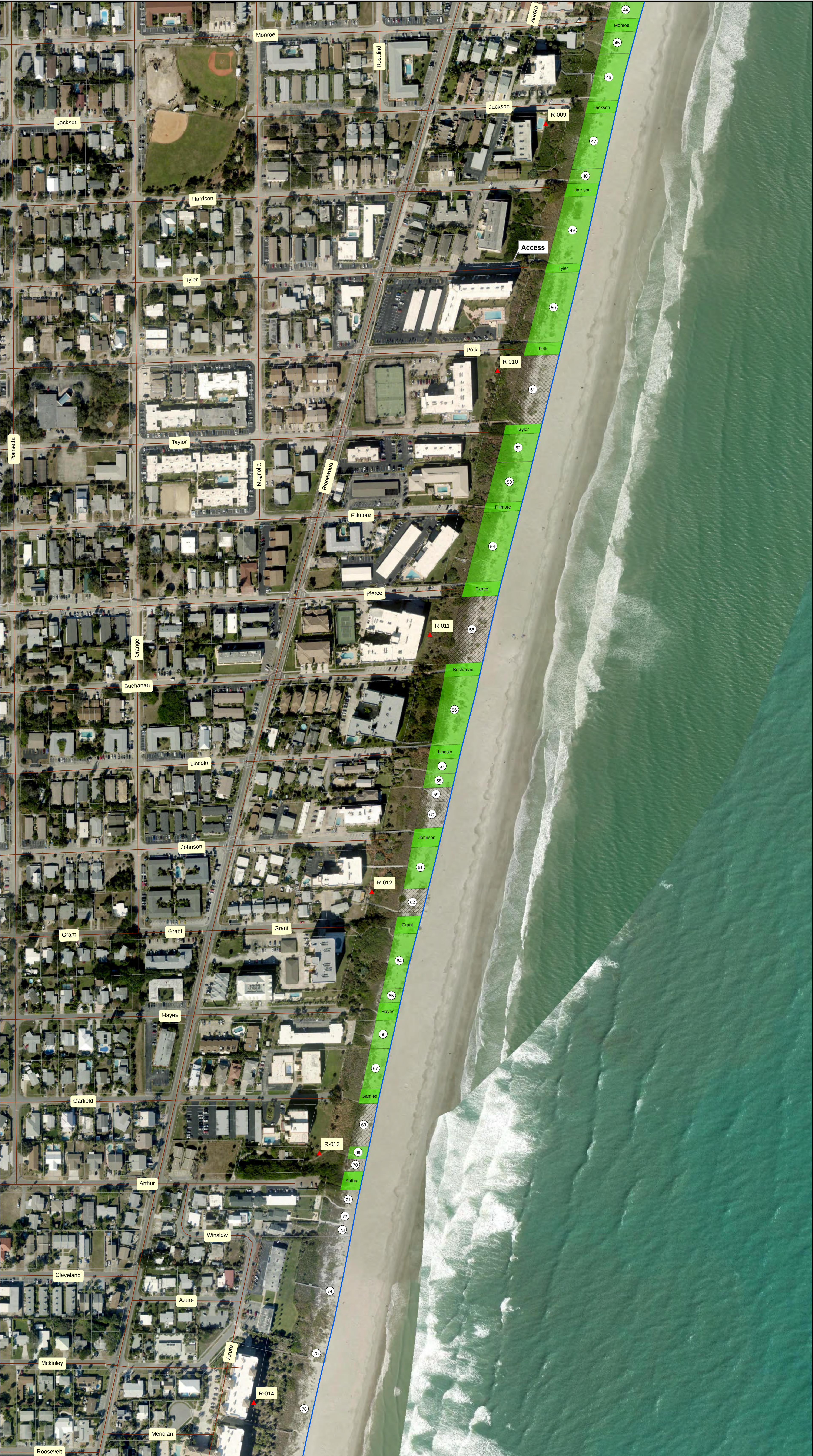
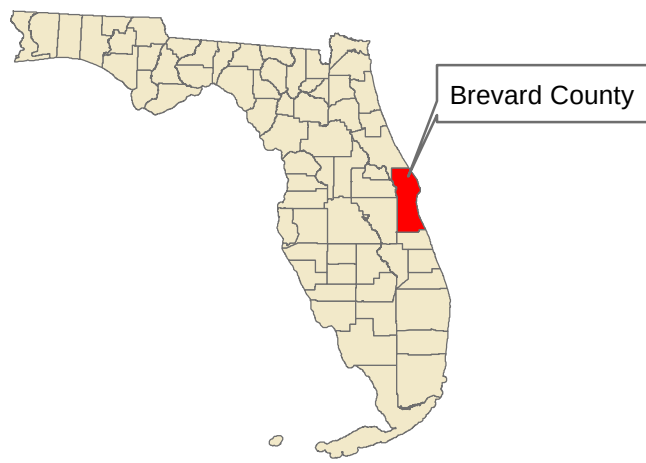
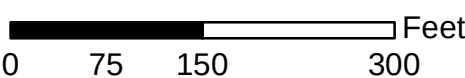


EXHIBIT MAP
Canaveral Harbor Sand
Bypass Navigation Project

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Lands Request Map



- LEGEND**
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PROJECT COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CANAVERAL PORT AUTHORITY
FOR CONSTRUCTION OF THE
CANAVERAL HARBOR PROJECT
SAND BYPASS SYSTEM AND JETTY EXTENSION

THIS AGREEMENT is entered into this 28th day of March, 1994, by and between the DEPARTMENT OF THE ARMY (hereinafter the "Government"), acting by and through the Assistant Secretary of the Army (Civil Works), and THE CANAVERAL PORT AUTHORITY (hereinafter the "Local Sponsor"), acting by and through its Board of Commissioners.

WITNESSETH, THAT:

WHEREAS, construction of modifications to the existing navigation project at Canaveral Harbor to provide for navigation improvements, including a sand transfer system and jetty extension, was authorized by Section 101 of the River and Harbor Act of 1962, approved 23 October 1962, Public Law 87-874;

WHEREAS, all of the modifications authorized by the above referenced Act of Congress except the sand transfer system and the jetty extension have been constructed under the terms of a Resolution passed by the Local Sponsor dated January 10, 1963 and a consolidating Section 221 Agreement dated 21 November 1985;

WHEREAS, the Government and the Local Sponsor desire to enter into a Project Cooperation Agreement for construction of the sand bypass system and jetty extension at Canaveral Harbor, Florida (hereinafter referred to as the "Project");

WHEREAS, Section 101 of the River and Harbor Act of 1962, Public Law 87-874, specifies the cost-sharing requirements applicable to the Project;

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended, provides that the construction of any water

resources project by the Secretary of the Army shall not be commenced until each non-Federal interest has entered into a written agreement to furnish its required cooperation for the project;

WHEREAS, the Government and Local Sponsor have the legal authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the construction of the Project in accordance with the terms of this Agreement.

NOW, THEREFORE, the Government and the Local Sponsor agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this Agreement:

a. The term "general navigation features of the Project" shall mean the transfer of littoral material from north of the Canaveral Harbor entrance channel to south of the entrance channel and the sand tightening and extension of the south jetty by 500 feet, all as generally described in the "Canaveral Harbor, Florida, Sand Bypass System General Re-evaluation Report with Environmental Assessment", dated December 1992 (revised October 1993), and approved by the Chief of Engineers on March 16, 1994.

b. The term "total cost of construction of the general navigation features" shall mean all costs incurred by the Local Sponsor and the Government directly related to construction of the general navigation features of the Project. Such costs shall include, but not necessarily be limited to: all continuing planning and engineering costs incurred after October 1, 1985; all advanced engineering and design costs; all preconstruction engineering and design costs; engineering and design costs during construction; actual construction costs, including the costs of relocations not performed by or on behalf of the Local Sponsor; supervision and administration costs; and the costs of contract dispute settlements or awards; but shall not include the value of lands, easements, rights-of-way, dredged material disposal areas, relocations performed by or on behalf of the Local Sponsor, non-Federal dredging of public or private channels and berthing areas, and aids to navigation.

c. The term "period of construction" shall mean the time from the advertisement of the first construction contract to the time the District Engineer for the Jacksonville District certifies in writing to the Local Sponsor that construction of the general navigation features of the Project is complete. The Government shall furnish to the Local Sponsor copies of the Government's Written Notice of Acceptance of Completed Work furnished to contractor(s) for all contracts for the general

navigation features of the Project.

d. The term "highway" shall mean any highway, thoroughfare, roadway, street, or other public road or way.

e. The term "relocations" shall mean the preparation of plans and specifications for, and the accomplishment of, all alterations, modifications, lowering or raising in place, and/or new construction related to, but not limited to, existing: railroads (excluding existing railroad bridges and approaches thereto), highways (excluding existing highway bridges and approaches thereto), and other bridges, pipelines, public utilities (such as municipal water and sanitary sewer lines, telephone lines, and storm drains), aerial utilities, cemeteries, and other facilities, structures, and improvements determined by the Government to be necessary for the construction, operation, and maintenance of the Project.

f. The term "fiscal year" shall mean one fiscal year of the Government. The Government fiscal year begins on October 1 and ends on September 30.

g. The term "functional portion of the Project" shall mean a completed portion of the Project as determined by the District Engineer in writing to be suitable for tender to the Local Sponsor to operate and maintain in advance of completion of the entire Project. To be suitable for tender, the Government must determine that the completed portion of the Project can function independently and for a useful purpose, although the balance of the Project is not complete.

h. The term "betterment" shall mean the design and construction of a Project feature accomplished on behalf of, or at the request of, the Local Sponsor in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the design and construction of the Project.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND LOCAL SPONSOR

a. The Government, subject to receiving funds appropriated by the Congress of the United States, shall expeditiously construct the general navigation features of the Project (including construction, modification, or relocation of existing railroad and highway bridges, and approaches thereto), applying those procedures usually followed or applied in Federal projects, pursuant to Federal laws, regulations, and policies. The Local Sponsor shall be afforded the opportunity to review and comment on all contracts, including relevant plans and specifications, prior to the issuance of invitations for bids. Before initial construction of the Project can proceed, the Local Sponsor must

concur in writing with issuance of the invitation for bids for the first construction contract. To the extent possible, the Local Sponsor thereafter also will be afforded the opportunity to review and comment on all modifications and change orders prior to the issuance to the contractor of a Notice to Proceed. In those cases where providing notice to the Local Sponsor of the required contract modifications or change orders is not possible prior to issuance of Notice to Proceed, such notification will be provided after the fact at the earliest date possible. The Government will, in good faith, consider the comments of the Local Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Project (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Government.

b. The Government shall operate and maintain the general navigation features of the Project.

c. The Local Sponsor shall provide and maintain, at its own expense, all Project features other than those for general navigation.

d. The Local Sponsor shall provide to the Government all lands, easements, and rights-of-way, including suitable dredged material disposal areas, and perform, or assure performance of, all relocations determined by the Government to be necessary for construction, operation, or maintenance of the Project.

e. The Local Sponsor may request the Government to acquire lands, easements, or rights-of-way, or perform relocations on behalf of the Local Sponsor. Such services as the Government may elect to provide shall be performed in accordance with terms or conditions of separate agreements and all such work shall be paid for by the Local Sponsor in advance of the Government incurring any financial obligation therefor.

f. The Local Sponsor may request the Government to accomplish betterments. The Local Sponsor will be solely responsible for any increase in costs resulting from the betterments, and all such increased costs will be paid for by the Local Sponsor in advance of the Government incurring any financial obligation therefor.

g. No Federal funds may be used to meet the Local Sponsor's obligations under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified in writing by the Federal granting agency.

ARTICLE III - LANDS, RELOCATIONS, AND PUBLIC LAW 91-646

a. The Government shall provide, in coordination with the Local Sponsor, a written description of the anticipated real estate requirements for the Project. Thereafter, the Local Sponsor shall furnish all lands, easements, and rights-of-way, including suitable dredged material disposal areas, as may be determined by the Government in that description, or in any subsequent description coordinated with the Local Sponsor, to be necessary for the construction, operation, and maintenance of the Project, and shall furnish to the Government evidence supporting the Local Sponsor's legal authority to grant rights-of-entry to such lands. The necessary lands, easements, and rights-of-way for the Project may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the advertisement of that construction contract.

b. The Local Sponsor shall provide, or pay to the Government the cost of providing, all retaining dikes, wasteweirs, bulkheads, and embankments, including all monitoring features and stilling basins, that may be required at any dredged material disposal areas required for the construction, operation, and maintenance of the Project.

c. The Government shall provide, in coordination with the Local Sponsor, a written description of the anticipated relocation requirements for the Project. Thereafter, the Local Sponsor shall accomplish or arrange for the accomplishment of at no cost to the Government all relocations of highways, railroads, storm drains, and other facilities, structures, and improvements determined by the Government to be necessary for the construction, operation, and maintenance of the general navigation features of the Project. The necessary relocations for the Project may be accomplished incrementally for each construction contract. All relocations determined by the Government to be necessary for work to be performed under a construction contract must be accomplished prior to the advertisement of that construction contract.

d. Upon notification from the Government, the Local Sponsor shall perform or assure performance of all necessary relocations of pipelines, cables, and other utilities. Nothing in this Agreement shall be deemed to affect the ability of the Local Sponsor to seek compensation from other non-Federal entities for costs it incurs under this paragraph. For projects authorized to be constructed to depths greater than 45 feet, the costs of necessary relocations shall be shared equally between the Local Sponsor and the owner of the affected utility.

e. The Local Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights-of-way, and performing relocations for construction, operation, and maintenance, of the Project, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - CONSTRUCTION PHASING AND MANAGEMENT

a. To provide for consistent and effective communication, the Local Sponsor and the Government shall, prior to the advertisement of the first construction contract, appoint representatives to coordinate on all facets of Project development, including Project design, scheduling, plans, specifications, real estate requirements, award of contracts, contract modifications and change orders, contract costs, claims and other related matters.

b. These representatives shall generally oversee the Project construction and shall be identified as the Project Coordination Team. They shall meet regularly during the period of construction and will be informed of all changes in total project costs. The Project Coordination Team shall make recommendations concerning construction as it deems are warranted to the Government, including suggestions to avoid potential sources of dispute.

c. The Government shall, in good faith, consider the recommendations of the Project Coordination Team on all matters relating to construction and anticipated requirements for operation, maintenance, repair, replacement, and rehabilitation of the Project. The Government, having the legal authority and responsibility for construction of the Project, has discretion to accept, reject, or modify the recommendations of such representatives.

ARTICLE V - DISPUTES

Before any party to this Agreement may bring suit in any court concerning an issue relating to this Agreement, such party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties.

ARTICLE VI - OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND
REHABILITATION (OMRR&R)

a. The Local Sponsor shall operate, maintain, repair, replace, and rehabilitate all Project features other than the general navigation features of the Project in accordance with regulations or directions prescribed by the Government.

b. The Government shall operate and maintain the general navigation features of the Project.

c. The Local Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Local Sponsor owns or controls for access to the Project for the purpose of inspection, and, if necessary, for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. If an inspection shows that the Local Sponsor for any reason is failing to fulfill the Local Sponsor's obligations under this Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Local Sponsor. If after 30 calendar days from receipt of notice, the Local Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Local Sponsor owns or controls for access to the Project for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. No completion, operation, maintenance, repair, replacement, or rehabilitation by the Government shall operate to relieve the Local Sponsor of responsibility to meet the Local Sponsor's obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy as law or equity to assure faithful performance pursuant to this Agreement.

ARTICLE VII - RELEASE OF CLAIMS

The Local Sponsor shall hold and save the Government free from all damages arising from the construction, operation, maintenance, repair, replacement, and rehabilitation of the Project and any Project-related betterments including damages from erosion of the ocean shore, except for damages due to the fault or negligence of the Government or the Government's contractors.

ARTICLE VIII - MAINTENANCE OF RECORDS

Within 60 days of the date of this Agreement, the Government and the Local Sponsor shall develop procedures for keeping books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement to the extent and in

such detail as will properly reflect such incurred costs and expenses. The Government and the Local Sponsor shall maintain such books, records, documents, and other evidence in accordance with these procedures and for a minimum of three years after completion of construction of the Project and resolution of all relevant claims arising therefrom, and shall make available at their offices at reasonable times, such books, records, documents, and other evidence for inspection and audit by authorized representatives of the parties to this Agreement.

ARTICLE IX - FEDERAL AND STATE LAWS

In the exercise of the Local Sponsor's rights and obligations under this Agreement, the Local Sponsor agrees to comply with all applicable Federal and State laws and regulations, including Section 601 of the Civil Rights Act of 1964, Public Law 88-352, and Department of Defense Directive 5500.11 issued pursuant thereto, as well as Army Regulations 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army".

ARTICLE X - RELATIONSHIP OF PARTIES

The Government and the Local Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither is to be considered the officer, agent, or employee of the other.

ARTICLE XI - OFFICIALS NOT TO BENEFIT

No member of, or delegate to, the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE XII - COVENANT AGAINST CONTINGENT FEES

The Local Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Local Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XIII - TERMINATION OR SUSPENSION

a. If at any time the Local Sponsor fails to fulfill its obligations under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend work under this Agreement until the Local Sponsor is in compliance, unless the Assistant Secretary of the Army (Civil Works) determines that continuation of work on the Project is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.

b. If the Government fails to receive annual appropriations in amounts sufficient to meet Project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Local Sponsor. After 60 calendar days either party may elect without penalty to terminate this Agreement pursuant to this Article or to defer future performance under this Agreement; however, deferral of future performance under this Agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article or Article XIV.c. of this Agreement, both parties shall conclude their activities relating to the Project and proceed to a final accounting. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as the Government receives sufficient appropriations or until either the Government or the Local Sponsor elects to terminate this Agreement.

ARTICLE XIV - HAZARDOUS SUBSTANCES

a. After execution of this Agreement and upon direction by the Government, the Local Sponsor shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government or the Local Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 USC 9601-9675, on lands necessary for Project construction, operation, and maintenance.

b. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Project contain any hazardous substances regulated under CERCLA, the Local Sponsor and the Government shall provide prompt notice to each other, and the Local Sponsor shall not proceed with the acquisition of lands, easements,

rights-of-way, or disposal areas until mutually agreed.

c. The Government and the Local Sponsor shall determine whether to initiate construction of the Project, or if already in construction, to continue with construction of the Project, or to terminate construction of the Project for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Project. Should the Government and the Local Sponsor determine to proceed or continue with construction after considering any liability that may arise under CERCLA, the Local Sponsor shall be responsible, as between the Government and the Local Sponsor, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of total cost of construction of the general navigation features as defined in this Agreement. In the event the Local Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Local Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Project or proceed with further work as provided in Article XIII of this Agreement.

d. The Local Sponsor and the Government shall consult with each other under Article IV of this Agreement to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to Article XIV.c. of this Agreement shall not relieve any party from any liability that may arise under CERCLA.

e. To the maximum extent practicable, the Local Sponsor shall perform its responsibilities under this Agreement, including the dredging of berthing areas or access channels, and operation and maintenance of any required disposal facilities, in a manner so that liability will not arise under CERCLA.

ARTICLE XV - NOTICES

a. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage pre-paid), registered, or certified mail, as follows:

If to the Local Sponsor:

Port Director
Canaveral Port Authority
P.O. Box 267
Cape Canaveral, Florida 32920-0267

If to the Government:

District Engineer
U.S. Army Corps of Engineers
Jacksonville District
P.O. Box 4970
Jacksonville, Florida 32232-0019

b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered or seven calendar days after it is mailed, as the case may be.

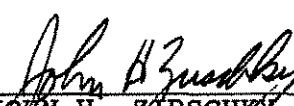
ARTICLE XVI - CONFIDENTIALITY

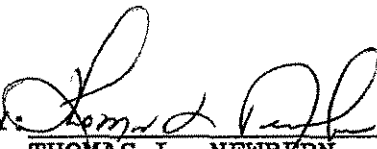
To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Assistant Secretary of the Army (Civil Works).

THE DEPARTMENT OF THE ARMY

CANAVERAL PORT AUTHORITY

BY: 
JOHN H. ZIRSCHER
Acting Assistant Secretary of
the Army (Civil Works)

BY: 
THOMAS L. NEWBERN
Chairperson
Board of Commissioners

DATE: 3/28/94

DATE: 3/23/94

CERTIFICATE OF AUTHORITY

I, Harold T. Bistline, do hereby certify that I am the principal legal officer of the Canaveral Port Authority, that the Canaveral Port Authority is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Canaveral Port Authority in connection with the Project, and to pay damages, if necessary, in the event of the failure to perform, in accordance with Section 221 of Public Law 91-611, and that the persons who have executed this Agreement on behalf of the Canaveral Port Authority have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 23 day of March 1994.



Harold T. Bistline
Attorney
Canaveral Port Authority

CERTIFICATION REGARDING LOBBYING

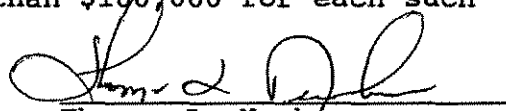
The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

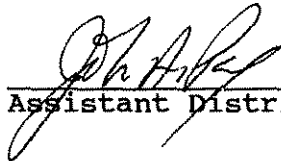
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Thomas L. Newbern
Chairperson
Board of Commissioners
Canaveral Port Authority

DATE: 3/23/94

CERTIFICATION OF LEGAL REVIEW

The Project Cooperation Agreement for the sand bypass system and south jetty sand tightening and extension at Canaveral Harbor, Florida, between the Department of the Army and the Canaveral Port Authority has been fully reviewed by the Office of Counsel, U.S. Army Engineer District, Jacksonville and is legally sufficient.


Assistant District Counsel

m



DEPARTMENT OF THE ARMY
U.S. Army Corps of Engineers
WASHINGTON, D.C. 20314-1000

REPLY TO
ATTENTION OF:

CECW-LM

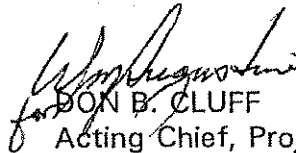
29 MAR 1994

MEMORANDUM FOR COMMANDER, SOUTH ATLANTIC DIVISION,
ATTN: CESAD-PM-C

SUBJECT: Project Cooperation Agreement (PCA) between the Department of the Army and the Canaveral Port Authority for Construction of the Canaveral Harbor Project Sand Bypass and Jetty Extension

1. The subject PCA has been signed by both parties.
2. The four executed copies are being transmitted to CESAJ, by copy of this letter, for filing by the district (two copies) and for the sponsor (two copies).

Enclosures


DON B. CLUFF
Acting Chief, Project Management
Division
Directorate of Civil Works

PAJ

Meeting Date

May 22, 2024

**AGENDA ITEM REQUEST**

Section:	
Item Number:	1.1
Department:	Engineering
Requested Action:	Consideration of approving Change Order #2 to Orion Marine Constructions, Inc., for the NCB4 Rehabilitation. Decrease PO P-130655 by (\$139,927) for the builder's risk insurance policy that was purchased by CPA. New project value is \$38,228,031 (Veronica Narvaez-Lugo/Bill Crowe)
Summary Explanation & Background: Due to financial considerations, CPA purchased the Builder's Risk Policy for the NCB4 project in September 2023. This change order deducts all remaining budget associated with builder's risk insurance from the Orion contract.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total amount of (\$139,927) is included in the FY24 Capital Budget. No change is required. Project 2240 - North Cargo Berth 4

Attachments:[21-011C NCB4 CO#2, BR Premium Deduct - signed.pdf](#)



**CANAVERAL PORT AUTHORITY
NCB4 Modernization and Rehabilitation
Orion Marine Construction, Inc., PN 21-011C
CHANGE ORDER # 2**

Contract Total To Date: **FROM: \$38,367,958.00**

JL : 2240-15064, PO: P-130655

Item 1: Deduct Builder's Risk **DECREASE (\$139,927.00)**

NEW CONTRACT TOTAL: \$38,228,031.00

GENERAL: No changes other than those listed above are authorized. In WITNESS WHEREOF, the parties hereto set their hands and seals this 22nd day of May, 2024.

Inclusion of the Change Order #2 is recommended by:

A handwritten signature in blue ink, appearing to read "William E. Crowe", is written over a horizontal line.

William E. Crowe, P.E., MScM, PPM, Vice President, Engineering, Construction & Facilities

CANAVERAL PORT AUTHORITY

Orion Marine Construction, Inc., PN 21-011C

BY: _____
Micah Loyd, Chairman

BY: _____
Title:

Attest: _____
Jerry Allender
Secretary/Treasurer

Attest: _____
Title:

Tonya Elkington

From: Pat Poston
Sent: Wednesday, May 15, 2024 2:54 PM
To: Shannon Feeley; Bill Crowe, P.E., MSM, PPM; Veronica Narvaez-Lugo, P.E.; Tonya Elkington
Cc: Michael Poole
Subject: RE: NCB 4 - Builders Risk Extension

Tonya
Please add a deductive change order to Orion for the amount of \$139,927 for the May 22nd meeting.
Thanks
Pat



Pat Poston

Sr. Director of Finance

Tel: (321) 394-3273 | Mob: (321) 863-0642

pposton@portcanaveral.com | www.portcanaveral.com

Canaveral Port Authority | 445 Challenger Road | Bldg-Rm: MC-351 | Cape Canaveral | FL | 3



Under Florida Statute 668.5076, electronic mail addresses are public records. If you do not want your electronic mail address released in response to public records request as provided in Florida Statute 119, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

This electronic mail contains information which may be privileged, confidential, or otherwise protected from disclosure. It is intended only for the individual(s) named. If you are not an addressee, any disclosure, copy, distribution, or use of the contents of this electronic mail is prohibited. If you have received this electronic mail in error, please notify the sender by reply electronic mail or at the telephone number listed above and destroy the original message and all copies. Rev. 100507a

From: Shannon Feeley <sfeeley@portcanaveral.com>
Sent: Wednesday, May 15, 2024 2:11 PM
To: Bill Crowe, P.E., MSM, PPM <bcrowe@portcanaveral.com>; Veronica Narvaez-Lugo, P.E. <VNarvaez-Lugo@portcanaveral.com>; Tonya Elkington <TELkington@portcanaveral.com>
Cc: Michael Poole <MPoole@portcanaveral.com>; Pat Poston <pposton@portcanaveral.com>
Subject: FW: NCB 4 - Builders Risk Extension

Hello Everyone,
We have received the final pricing for the BR extension. Total cost for June 1 to Nov 30, 2024 is \$139,927.

Thanks,
Shannon



Shannon Feeley

Director, Risk Management

Tel: (321) 394-3224 | Mob: (321) 239-2772

sfeeley@portcanaveral.com | www.portcanaveral.com

Canaveral Port Authority | 445 Challenger Road | Bldg-Rm: MC-374 | Cape Canaveral | FL | 3



Meeting Date

May 22, 2024

**AGENDA ITEM REQUEST**

Section:	
Item Number:	1.J
Department:	Engineering
Requested Action:	Consideration of authorizing staff to increase Paul Bridges & Associates purchase order P-128621 by \$102,105.00 for the limited Owner Representative Services for the purchase of a new Mobile Harbor Crane. The new project value is \$276,725.00. (Patrick Hammond/Bill Crowe)
Summary Explanation & Background: Paul Bridges & Associates were awarded the Owner Representative Services contract for the purchase of the Mobile Harbor Crane on the June 2022 commission meeting in support of the procurement of the Liebherr LHM 600 crane. The Liebherr contract included an option to purchase a second LHM 600 which was recently approved on the March 2024 commission meeting. The increase to PBA's fee is related to the purchase of the second LHM 600 and subsequent addition scope. The scope of services includes technical review of design documents, onsite inspection services, and final acceptance testing and commissioning.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total amount of \$102,105 for this item is included in the FY25 Capital Budget. As with the new crane purchase approved in March 2024, the funds will be moved forward to FY24 as needed. Project 2287 - Mobile Harbor Crane

Attachments:[PBA CPA 2024 MHC Procurement Oversight Services Fee Proposal Letter r1.pdf](#)



12 April 2024

Patrick Hammond P.E.
Project Manager
Canaveral Port Authority

Subject: Proposal Letter for Owner's Rep Services for Manufacturing Inspections, Delivery, and Commissioning of a New Mobile Harbor Crane

Dear Patrick,

We are writing to update our proposal letter dated 11 March 2024 per discussions with port staff. This proposal will supersede that letter. As before stated, we are happy to be engaged again by CPA to potentially provide the above potential subject work to PBA. With the understanding that PBA will commence its works after an order for the crane is placed, please find enclosed our formal cost proposal for the procurement tasks outlined below. These tasks are generally as provided in the last two (2) line items of purchase order P-128621 except to eliminate travel and physical attendance at the design review and fabrication review meetings in Rostock and the FDOT certification.

The travel and physical attendance at the FAT visit will be retained. This cost includes the review process/project kickoff, manufacturing support, testing review/inspections, seaworthiness review, and startup and final handover at Canaveral, as well as miscellaneous project management support.

The deliverables are the following, for each set of tasks:

- Task 1: On-site FAT review and technical review of delivery and offloading plans
 - Proposed Cost: \$36,500.00
- Task 2: Punchlist, Commissioning Report
 - Proposed Cost: \$65,650.00

To complete the noted tasks and deliver the above items, PBA proposes to complete this work for a Not-to-Exceed cost of **\$102,150.00 USD**, inclusive of travel and incidental expenses (travel to the manufacturing facility and to the CPA facility). For this proposal, we assume four (4) man trips: one (1) to the manufacturing site and three (3) to the CPA site.

Our proposal is based on the attached Standard Rate Schedule, with PBA keeping its existing Professional Liability Insurance, billed on a time and materials, not-to-exceed basis. We would further propose at least NET-30 payment terms.

If you have any questions regarding this proposal, please feel free to contact us at any time. We appreciate the opportunity to provide our proposal, and we look forward to working with you.



PAUL BRIDGES & ASSOCIATES

156 ST. ANTHONY STREET
MOBILE, AL USA
WWW.PBACORP.COM
+1 (251) 445-2973

Sincerely,

Paul E. Bridges
President
Paul Bridges & Associates, LLC

r1

Meeting Date

May 22, 2024

**AGENDA ITEM REQUEST**

Section:	
Item Number:	2.A
Department:	Executive
Requested Action:	Consideration of approval of a First Amendment to the Operating Agreement with MSC Cruises SA to add a second homeport vessel for MSC Meraviglia Class, MSC Seaside Class or MSC Seashore Class at CT 10. Sailings will now include a year-round Sunday – Thursday (4-3 day) itinerary and a year-round Saturday (7-day) itinerary. (German/Murray)
Summary Explanation & Background: The existing Operating Agreement provides MSC vessels preferential berthing at CT-10 on Sundays and alternating Thursdays. The alternating 4-3 and 7-day itineraries result in 78 expected homeport calls per year. With the addition of a second vessel, this Amendment will double the expected annual homeport calls to 156 by now including a year-round Sunday – Thursday (4-3 day) itinerary and a year-round Saturday (7-day) itinerary, both of which will begin in November 2025. Additionally, the MSC Meraviglia will continue their weekly port of call deployments to Port Canaveral for an expected 52 transit calls per year. The existing Operating Agreement has a four (4) year Primary Term with two (2) 1-year extension options. The Amendment confirms the election of the first 1-year extension option (for Contract Year 5) extending the Term until September 30, 2027. There is one 1-yr extension option remaining. This Amendment does not change the fee structure or rates established by the existing Agreement. MSC is currently charged a contract wharfage rate of \$11.43 per passenger movement plus dockage, line handling and harbormaster fees (collectively, the “Fees”). The Fees will continue to increase annually by 3.0% throughout the Term. Pursuant to the existing Operating Agreement, the Annual Guaranteed Fees Payment for the current Contract Year (Contract Year 2) is \$6,844,000 and will increase by 3% for Contract Year 3. Once the additional sailings commence in November 2025 (Contract Year 4), the Annual Guaranteed Fees Payment increase to \$13,158,266 in Contract Year 4, \$14,517,935 in Contract Year 5 and \$14,954,473 in Contract Year 6 (if elected). There are no capital improvements required by the Amendment to accommodate the increase in MSC vessel calls. Staff recommends approval of the First Amendment to the Operating Agreement.	
Financial Impact:	No
Reviewed by General Counsel:	Yes

Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

Meeting Date

May 22, 2024

**AGENDA ITEM REQUEST**

Section:	
Item Number:	2.B
Department:	Executive
Requested Action:	Consideration of approving a Statutory Partnership Agreement between the Canaveral Port Authority ("CPA") and Ambassador Services International, LLC ("ASI") for submittal to EPA Clean Ports Program for a grant funding opportunity and authorizing Chief Executive Officer to execute same, subject to final legal review. (S. Cornelius)
Summary Explanation & Background: The U.S. Environmental Protection Agency ("EPA") has issued a notice of funding opportunity for the EPA's Clean Ports Program: Zero-Emission Technology Deployment Competition (the "Clean Ports Program"). To qualify for the Program, a private entity (ASI) is required to enter a Statutory Partnership Agreement with a non-private entity (the CPA). ASI intends to submit a grant application to assist in funding the deployment of a zero-emission conveyor system for the transfer of aggregate materials from a vessel berthed at North Cargo Berth 4 to a stockpile within the Leased Premises of HM Southeast Cement, LLC. This Statutory Partnership Agreement defines the respective roles and responsibilities of both parties. ASI, as the grant applicant, will be responsible for the overall management, performance, oversight and reporting responsibilities under the grant (if awarded). CPA's role as a statutory partner is limited to providing support for development of the grant application and providing a license for operation of the equipment on mutually agreeable terms and conditions. Other than staff review time, there is no cost or expense to CPA to facilitate the grant application by ASI. Capital Improvements by CPA: None Recommendation: Staff recommends approval.	
Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[ASI - Canaveral Port Authority Statutory Agreement - 20240516.pdf](#)

Statutory Partnership Agreement

This Statutory Partnership Agreement (this “SPA”) is entered into and made effective this ____ day of May, 2024 (the “Effective Date”) by and between the Canaveral Port Authority, an independent special taxing district and political subdivision of the State of Florida, with an address of 445 Challenger Road Suite 301, Cape Canaveral, FL 32920 (the “Port Authority”) and Ambassador Services International, LLC (the “Company”), a Florida limited liability company with an address of 9025 North Atlantic Avenue, Cape Canaveral, FL 32920. The Port Authority and the Company may each be referred to as a “Party” and may be collectively referred to in this SPA as the “Parties”.

WITNESSETH:

WHEREAS, the Port Authority was originally created as an independent special district to manage Canaveral Harbor by a Special Act of the Florida legislature in 1939; it is currently managed by five elected officials that form the Canaveral Port Authority Board of Commissioners which sets fiscal, regulatory, and operational policies for Port Canaveral (“the Port”);

WHEREAS, the Company is a private company that operates a marine terminal in the Port where it owns and operates cargo-handling and/or transportation equipment to enable the movement of cargo in and out of the Port;

WHEREAS, the United States Environmental Protection Agency (“EPA”) has issued a notice of funding opportunity (the “NOFO”) soliciting applications for the EPA’s Clean Ports Program: Zero-Emission Technology Deployment Competition (the “Clean Ports Program”);

WHEREAS, the NOFO lists the entities that are eligible to apply for certain Clean Ports Program funding grants (each, a “Grant”);

WHEREAS, pursuant to the NOFO, an eligible private entity is permitted to apply in Statutory Partnership (as defined in the NOFO) with an eligible non-private entity, such as a port authority (the “Statutory Partner”);

WHEREAS, the NOFO requires that the application include a written, signed Statutory Partnership Agreement that includes a description of the roles and responsibilities of the applicant and the Statutory Partner;

WHEREAS, the Company, as an owner and operator of cargo handling equipment at the Port, is an eligible private entity as specified in the NOFO for the Clean Ports Program;

WHEREAS, the Port Authority, as a port authority, is an eligible Statutory Partner as specified in the NOFO for the Clean Ports Program;

WHEREAS, the Company, with the Port Authority as a Statutory Partner, wishes to submit an application for the Clean Ports Program (the “Grant Application”) to assist in funding the deployment of Zero-Emission Cargo Handling Equipment and necessary support infrastructure at the Port (the “Project”); and

Statutory Partnership Agreement

WHEREAS, as required by the NOFO, the Parties wish to enter into this Statutory Partnership Agreement to set forth their respective roles and responsibilities and the terms and conditions upon which each will participate in the Project.

NOW THEREFORE, in consideration of terms and conditions herein, the Parties hereby agree as follows:

1. THE COMPANY ROLE AND RESPONSIBILITIES

- 1.1 The Company shall be the applicant for the Project outlined within the Grant Application. As the applicant, the Company will be responsible for the overall management, performance, oversight and reporting responsibilities under the Grant.
- 1.2 The Company will draft the Grant Application and provide the Port Authority with an opportunity to review and comment prior to submittal. The Company is responsible for payment of all costs associated with the preparation and submission of the Grant Application. The Company shall be responsible for the timely submittal of the Grant Application.
- 1.3 If a Grant is awarded, fully or partially, the Company shall enter into a grant agreement with the EPA upon such terms as are reasonably acceptable to the parties (the "Grant Agreement").
- 1.4 If a Grant is awarded, the Company shall, if necessary, at the Parties' mutual election, either (i) amend this SPA, or (ii) enter into a new Statutory Partnership Agreement with the Port Authority, acceptable to EPA, if the EPA's approval is required, in either case, to incorporate terms necessary to effectively implement the terms and conditions of the Grant Agreement.
- 1.5 The Company shall own, operate, and maintain the equipment and infrastructure improvements constructed with Project funding awarded through the Grant Agreement.
- 1.6 The Company shall serve as the primary point of contact for any communication with EPA.
- 1.7 The Company shall be responsible for preparing and providing all reports required by EPA.
- 1.8 The Company shall be responsible for compliance and legal issues, and managing risks associated with the Project.
- 1.9 The Company shall be responsible for the receipt of federal funds from the EPA and the proper expenditure of these funds and will bear liability for unallowable costs.
- 1.10 The Company at its sole cost and expense will undertake the design, permitting, construction, and management of the Project.
- 1.11 The Company shall provide all required cost-share in private funding to purchase and implement equipment or infrastructure Projects approved within the Grant Agreement.

Statutory Partnership Agreement

2. THE PORT AUTHORITY ROLE AND RESPONSIBILITIES

- 2.1 The Port Authority shall be the Statutory Partner for the Grant Application.
- 2.2 The Port Authority shall review and provide comments during the Grant Application development and review process.
- 2.3 If a Grant is awarded, the Port Authority shall, if necessary, at the Parties' mutual election, either (i) amend this SPA, or (ii) enter into a new Statutory Partnership Agreement with the Company, acceptable to EPA, if the EPA's approval is required in either case, to incorporate terms necessary to effectively implement the terms of the Grant Agreement.
- 2.4 In the event that the Company requires a license from the Port Authority to construct or operate any portion of the Project on Port Authority property, the Parties will enter into a license agreement(s) on such terms and conditions as are mutually agreeable to the Parties for such licensed area(s).
- 2.5 The Port Authority shall be responsible for providing reasonable assistance to the Company to support the development of the Grant Application, the Grant Agreement and the Project, including, but not limited to, collaborating with the Company in connection with community outreach initiatives related to the Project.

3. TERM

- 3.1 This SPA shall commence on the Effective Date and shall expire upon the receipt of a final decision from the EPA in connection with the Company's Grant Application; provided that, if a Grant is awarded to the Company and the Company accepts and enters into a Grant Agreement in connection with such Grant, this SPA shall be extended for a period of four (4) years from the date of such Grant award, unless terminated earlier as set forth herein.

4. TERMINATION

- 4.1 Notwithstanding anything to the contrary herein but subject to any applicable EPA requirements under the Grant Agreement, in the event the Port Authority, as a Statutory Partner, materially breaches its obligations set forth in this SPA, the Company may terminate and replace the Port Authority as its Statutory Partner upon ten (10) days' prior written notice and the expiration of a sixty (60) day opportunity to cure or, if such cure is being undertaken by Port Authority and is being diligently pursued but cannot reasonably be completed within such sixty (60) day period, within such period as is reasonably necessary to cure the breach.
- 4.2 Notwithstanding anything to the contrary herein, in the event the Company materially breaches its obligations set forth in this SPA, the Port Authority may terminate this SPA upon ten (10) days' prior written notice and the expiration of a sixty (60) day opportunity to cure or if such cure is being undertaken by the Company and is being diligently pursued but cannot

Statutory Partnership Agreement

reasonably be completed within such sixty (60) day period, within such period as is reasonably necessary to cure the breach.

- 4.3 In the event of a termination of the Port Authority as Statutory Partner under Section 4.1 or this SPA under Section 4.2 or 4.5, as applicable, the Company shall appoint a replacement Statutory Partner (a "Replacement Statutory Partner") and, if applicable, enter into a new statutory partnership agreement; provided that, for any Awarded Grant, the Port Authority must be replaced with a Replacement Statutory Partner with comparable expertise, experience, knowledge, and qualifications of the Port Authority to ensure successful completion of the Project; provided, further, that, if applicable, the appointment of a Replacement Statutory Partner shall be subject to approval by an authorized EPA official.
- 4.4 The Parties may terminate this SPA in order to enter into a new SPA to incorporate requirements of the Grant Agreement or upon their mutual agreement and approval of EPA, if required.
- 4.5 In the event that the Company executes a Grant Agreement that includes terms that are unacceptable to the Port Authority in its reasonable judgement, the Port Authority may terminate this SPA upon ten (10) days' prior written notice.

5. COMPLIANCE WITH LAW

- 5.1 The Company shall abide by all applicable codes, laws, and regulations with respect to the Project, the Grant Application, any awarded Grant, and any Grant Agreement, including, but not limited to, the Build America, Buy America Act, enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, to the extent applicable, pertaining to the hiring of subcontractors, procurement of materials and equipment, and construction, installation, and commissioning of the Project.
- 5.2 The approval of this Agreement on behalf of the Port Authority has complied with all requirements of the laws of the State of Florida.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 Each of the Port Authority and the Company, represents and warrants that the execution and delivery of this SPA by such Party and the performance of its respective obligations hereunder are within its respective powers, have been duly authorized by all necessary action on its part and are not in contravention of law nor in contravention of its by-laws or of the provisions of any indenture, agreement, or undertaking to which such Party or by which each is bound. Each of the Parties represents and warrants that each person signing below on its behalf is fully authorized to enter into the terms and conditions stated herein to execute this SPA and to legally bind the Party on whose behalf such person is signing.

Statutory Partnership Agreement

7. NONWAIVER

- 7.1 If either Party does not exercise, or delays in exercising, or exercises in part any of its respective rights and remedies set forth in this SPA in no event shall such non-exercise, delay or partial exercise be construed as a waiver of its rights hereunder or a waiver of any subsequent default or breach of covenant or condition.

8. SEVERABILITY

- 8.1 If any term or provision of this SPA or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this SPA or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of this SPA shall be valid and enforceable to the fullest extent possible by law.

9. COUNTERPARTS: ELECTRONIC SIGNATURES

- 9.1 This SPA may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. Transmittal of the signatures of the Parties to this SPA by email shall be deemed as effective as an original signature thereon.

10. NOTICES

- 10.1 Whenever under this SPA notices, approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such notices, approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the Port Authority or the Company, and delivered in hand or sent email or by mail, postage prepaid, to the principal office of the Party, which until changed by written notice from one Party to the other as follows:

If to the Port Authority:

Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920
Attention: VP, Cargo Business Development
SCornelius@portcanaveral.com

With a Copy to:

Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920
Attention: VP and General Counsel
CLangley@portcanaveral.com

Statutory Partnership Agreement

If to the Company:

Mike Noyes
President
Ambassador Services International, LLC
9025 North Atlantic Avenue
Cape Canaveral, FL 32920
MNoyes@asiterminals.biz

With a Copy to:

Casey O'Connor
Chief Legal Officer
Enstructure LLC
16 Laurel Avenue, Suite 300
Wellesley, MA 02481
coconnor@enstructure.com

11. HEADINGS, NUMBER, AND GENDER

11.1 The headings given to the Sections in the SPA are inserted only for convenience and are in no way to be construed as part of the SPA or as a limitation of the scope of the particular Section to which the heading refers. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

12. AMENDMENTS

12.1 No amendment to or modification of this SPA shall be valid or binding unless made in writing, signed by the Parties. This SPA contains the complete and exclusive statement of the terms agreed to by the Parties with respect to the matters set forth herein as of the Effective Date.

13. ASSIGNMENT

13.1 Neither the Company nor the Port Authority shall assign any of its respective rights or obligations under this SPA, voluntarily or otherwise, in any manner without the prior written consent of the other Party.

14. NO THIRD-PARTY BENEFICIARIES

14.1 Nothing herein is intended to, or shall be construed to, confer upon any person or entity other than the Parties and their successors and assigns, any rights or remedies under or by reason of this SPA.

15. CHOICE OF LAW

15.1 The validity and construction of this SPA shall be governed by the laws and court decisions of the State of Florida, without giving effect to its principles of conflicts of laws.

Statutory Partnership Agreement

16. DISPUTE RESOLUTION

- 16.1 The Parties shall resolve any dispute, controversy, or claim arising out of, under, in connection with, or relating to this SPA, or the breach, termination or invalidity hereof (each, a "Dispute"), pursuant to binding arbitration under the provisions of this Section 16, except for provisional or equitable remedies. The procedures set forth in this Section 16 shall be the exclusive mechanism for resolving any Dispute that may arise from time to time arising out of, under, in connection with, or relating to this SPA.
- 16.2 A Party shall send written notice to the other party of any Dispute ("Dispute Notice"). The Parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves. In the event that such dispute is not resolved on an informal basis within thirty (30) days, then either Party may initiate binding arbitration under Section 16.3.
- 16.3 If the Parties cannot resolve any Dispute for any reason in the thirty (30) day period following the Dispute Notice, then, either Party may submit the Dispute to binding arbitration in accordance with the provisions of the Expedited Procedures of Commercial Arbitration Rules of the American Arbitration Association ("AAA"), notwithstanding any limitations on the applicability of such rules contained therein, but otherwise as amended and in effect on the date that demand for arbitration is filed with the AAA (the "Arbitration"). The Arbitration shall take place in Cape Canaveral, Florida, or such other location as the Parties and the arbitrator(s) may agree. The arbitral award (the "Award") shall be the sole and exclusive final and binding remedy with respect to the Dispute between and among the Parties without the possibility of challenge or appeal, which are hereby waived, and shall be accompanied by a form of judgment which may be entered by any court having jurisdiction thereof.

[SIGNATURE PAGE FOLLOWS]

Statutory Partnership Agreement

IN WITNESS WHEREOF, the Parties have caused this SPA to be executed by their duly authorized representatives as of the date last signed below.

PORT AUTHORITY:

CANAVERAL PORT AUTHORITY

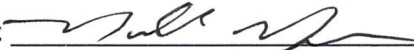
By: _____

John W. Murray,
Chief Executive Officer

Date:

COMPANY:

AMBASSADOR SERVICES INTERNATIONAL, LLC

By:  _____

Name: Michael Nages

Title: President

Date: 05/16/2024

Meeting Date

May 22, 2024

**AGENDA ITEM REQUEST**

Section:	
Item Number:	3.A
Department:	Human Resources
Requested Action:	Consideration of an award of contract via formal solicitation RFP-24-3, to Brown & Brown Insurance Services, Inc. (Brown & Brown) to provide insurance consulting and brokerage services for CPA Employee and Retiree Benefit Program. (Amanda Brailsford-Urbina/Donna Greenslade)
Summary Explanation & Background: The Canaveral Port Authority has historically utilized an insurance broker/firm to assist in procuring insurance policies and to provide consulting services for our Employee and Retiree Benefit Program. Our contract with our current broker/firm terminates June 30th, and our existing policies expire in December. Accordingly, a Request for Proposals (RFP) was issued to select a Firm for a new contract. In response to the RFP, five firms responded with proposals. The multi-departmental Selection Committee shortlisted down to three firms and presentations were held. The firms were evaluated on capabilities of the proposing firm, current workload, responsiveness, access and ease of use, financial responsibility, ability to design an approach and workplan to meet the requirements of the program, and comprehensive insurance program cost structure. While the top two firm's final ranking were very close, Brown & Brown was the highest ranked firm by the Selection Committee. In addition to providing consulting services to the HR team, the contract with Brown & Brown will authorize them on behalf of the Canaveral Port Authority to procure employee and retiree insurance coverages. Brown & Brown's fee is \$150,000 annually for the base term. The fee for each renewal year will be negotiated prior to each renewal. The insurance premiums and brokerage firm's fees are included in the FY2024 budget and will be included in future year's budgets. The proposed contract with Brown & Brown is for a term of five years with five one-year optional renewals. It is requested that the Board authorize the CEO or his designee to execute the contract subject to legal review.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The fee for each renewal year will be negotiated prior to each renewal. The insurance premiums and brokerage firm's fees are operational costs

	and are included in the FY2024 Operating Budget, and will be included the appropriate future FY Operating Budgets.
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Attachments:

[RFP-24-3 Final Rank Scoring-Public Release.pdf](#)

[RFP-24-3 Selection Committee Evaluation & Ranking Selections-Final Ranking.pdf](#)

[RFP-24-3 Selection Committee Evaluation & Ranking Selections-Shortlist for Presentations.pdf](#)

[RFP-24-3 Shortlist Scoring-Public Release.pdf](#)

[RFP-24-3 Solicitation Summary.pdf](#)

Evaluator #1	Proposing Firms			
Selection Criteria	Maximum Points	Brown & Brown of Florida, Inc.	Gallagher	Gehring Group
Tab 1. Executive Summary	non-scored	Y	Y	Y
Tab 2. Capabilities oof the Proposer - General Capabilities of the Proposer - General capabilities of the firm competence, including technical education and experience	25	24	25	24
Tab 3. Current Workload - Ability of the form to devote the necessary resources and management attention to the project	10	9	8	9
Tab 4. Responsiveness, Access and Ease of Use	15	13	14	14
Tab 5. Financial Responsibility - Assessment of the financial status of the firm and its ability to devote the necessary financial resources to the project	10	10	8	8
Tab 6. Ability to design an approach and work plan to meet the requirements of the program.	25	22	25	23
Tab 7. Comprehensive Insurance Program Cost Structure	15	10.26	10.61	13.38
Tab 8. Insurance	non-scored	Y	Y	Y
Tab 9. Business Structure	non-scored	Y	Y	Y
Tab 10. Non-Collusion Clause	non-scored	Y	Y	Y
Tab 11. Public Entity Crimes	non-scored	Y	Y	Y
Tab 12. Conflict of Interest Disclosure Form	non-scored	Y	Y	Y
Tab 13. Certificate Regarding Debarment	non-scored	Y	Y	Y
Tab 14. Financial Statement	non-scored	Y	Y	Y
TOTAL POINTS	100	88.26	90.61	91.38
Presentations	20	20	17	15
TOTAL POINTS	120	108.26	107.61	106.38

Evaluator #2	Proposing Firm			
Selection Criteria	Maximum Points	Brown & Brown of Florida, Inc.	Gallagher	Gehring Group
Tab 1. Executive Summary	non-scored	Y	Y	Y
Tab 2. Capabilities oof the Proposer - General Capabilities of the Proposer - General capabilities of the firm competence, including technical education and experience	25	24	24	24
Tab 3. Current Workload - Ability of the form to devote the necessary resources and management attention to the project	10	10	9	10
Tab 4. Responsiveness, Access and Ease of Use	15	14	13	15
Tab 5. Financial Responsibility - Assessment of the financial status of the firm and its ability to devote the necessary financial resources to the project	10	10	10	10
Tab 6. Ability to design an approach and work plan to meet the requirements of the program.	25	25	25	25
Tab 7. Comprehensive Insurance Program Cost Structure	15	10.26	10.61	13.38
Tab 8. Insurance	non-scored	Y	Y	Y
Tab 9. Business Structure	non-scored	Y	Y	Y
Tab 10. Non-Collusion Clause	non-scored	Y	Y	Y
Tab 11. Public Entity Crimes	non-scored	Y	Y	Y
Tab 12. Conflict of Interest Disclosure Form	non-scored	Y	Y	Y
Tab 13. Certificate Regarding Debarment	non-scored	Y	Y	Y
Tab 14. Financial Statement	non-scored	Y	Y	Y
TOTAL POINTS	100	93.26	91.61	97.38
Presentations	20	18	18	19
TOTAL POINTS	120	111.26	109.61	116.38

Evaluator #3	Proposing Firm			
Selection Criteria	Maximum Points	Brown & Brown of Florida, Inc.	Gallagher	Gehring Group
Tab 1. Executive Summary	non-scored	Y	Y	Y
Tab 2. Capabilities oof the Proposer - General Capabilities of the Proposer - General capabilities of the firm competence, including technical education and experience	25	25	20	23
Tab 3. Current Workload - Ability of the form to devote the necessary resources and management attention to the project	10	10	8	8
Tab 4. Responsiveness, Access and Ease of Use	15	15	13	15
Tab 5. Financial Responsibility - Assessment of the financial status of the firm and its ability to devote the necessary financial resources to the project	10	10	10	7
Tab 6. Ability to design an approach and work plan to meet the requirements of the program.	25	25	20	25
Tab 7. Comprehensive Insurance Program Cost Structure	15	10.26	10.61	13.38
Tab 8. Insurance	non-scored	Y	Y	Y
Tab 9. Business Structure	non-scored	Y	Y	Y
Tab 10. Non-Collusion Clause	non-scored	Y	Y	Y
Tab 11. Public Entity Crimes	non-scored	Y	Y	Y
Tab 12. Conflict of Interest Disclosure Form	non-scored	Y	Y	Y
Tab 13. Certificate Regarding Debarment	non-scored	Y	Y	Y
Tab 14. Financial Statement	non-scored	Y	Y	Y
TOTAL POINTS	100	95.26	81.61	91.38
Presentations	20	20	17	18
TOTAL POINTS	120	115.26	98.61	109.38

Evaluator #4	Proposing Firms			
Selection Criteria	Maximum Points	Brown & Brown of Florida, Inc.	Gallagher	Gehring Group
Tab 1. Executive Summary	non-scored	Y	Y	Missing elements
Tab 2. Capabilities oof the Proposer - General Capabilities of the Proposer - General capabilities of the firm competence, including technical education and experience	25	24	23	24
Tab 3. Current Workload - Ability of the form to devote the necessary resources and management attention to the project	10	9	8	9
Tab 4. Responsiveness, Access and Ease of Use	15	14	14	13
Tab 5. Financial Responsibility - Assessment of the financial status of the firm and its ability to devote the necessary financial resources to the project	10	9	7	7
Tab 6. Ability to design an approach and work plan to meet the requirements of the program.	25	24	23	23
Tab 7. Comprehensive Insurance Program Cost Structure	15	10.26	10.61	13.38
Tab 8. Insurance	non-scored	Y	Y	Y
Tab 9. Business Structure	non-scored	Y	Y	Y
Tab 10. Non-Collusion Clause	non-scored	Y	Y	Y
Tab 11. Public Entity Crimes	non-scored	Y	Y	Y
Tab 12. Conflict of Interest Disclosure Form	non-scored	Y	Y	Y
Tab 13. Certificate Regarding Debarment	non-scored	Y	Y	Y
Tab 14. Financial Statement	non-scored	Y	Y	Y
TOTAL POINTS	100	90.26	85.61	89.38
Presentations	20	20	15	19
TOTAL POINTS	120	110.26	100.61	108.38

Evaluator #5	Proposing Firms			
Selection Criteria	Maximum Points	Brown & Brown of Florida, Inc.	Gallagher	Gehring Group
Tab 1. Executive Summary	non-scored	Y	Y	Y
Tab 2. Capabilities oof the Proposer - General Capabilities of the Proposer - General capabilities of the firm competence, including technical education and experience	25	24	25	24
Tab 3. Current Workload - Ability of the form to devote the necessary resources and management attention to the project	10	9	10	10
Tab 4. Responsiveness, Access and Ease of Use	15	15	15	15
Tab 5. Financial Responsibility - Assessment of the financial status of the firm and its ability to devote the necessary financial resources to the project	10	10	8	10
Tab 6. Ability to design an approach and work plan to meet the requirements of the program.	25	25	25	25
Tab 7. Comprehensive Insurance Program Cost Structure	15	10.26	10.61	13.38
Tab 8. Insurance	non-scored	Y	Y	Y
Tab 9. Business Structure	non-scored	Y	Y	Y
Tab 10. Non-Collusion Clause	non-scored	Y	Y	Y
Tab 11. Public Entity Crimes	non-scored	Y	Y	Y
Tab 12. Conflict of Interest Disclosure Form	non-scored	Y	Y	Y
Tab 13. Certificate Regarding Debarment	non-scored	Y	Y	Y
Tab 14. Financial Statement	non-scored	Y	Y	Y
TOTAL POINTS	100	93.26	93.61	97.38
Presentations	20	20	17	19
TOTAL POINTS	120	113.26	110.61	116.38

Canaveral Port Authority**PUR-RFP-24-3 Insurance Consulting and Brokerage Services: Employee and Retiree Health Plan Benefit Program****Post-Presentation Scoring Summary**

Alphabetical Order	Proposing Firms		
	Brown & Brown of Florida, Inc.	Gallagher	Gehring Group
Evaluator #1	108.26	107.61	106.38
Evaluator #2	111.26	109.61	116.38
Evaluator #3	115.26	98.61	109.38
Evaluator #4	110.26	100.61	108.38
Evaluator #5	113.26	110.61	116.38
Total	558.30	527.05	556.90
Ave	111.66	105.41	111.38
Rank	1	3	2

Rank Order	Proposing Firms		
	Brown & Brown of Florida, Inc.	Gehring Group	Gallagher
Evaluator #1	108.26	106.38	107.61
Evaluator #2	111.26	116.38	109.61
Evaluator #3	115.26	109.38	98.61
Evaluator #4	110.26	108.38	100.61
Evaluator #5	113.26	116.38	110.61
Total	558.30	556.90	527.05
Ave	111.66	111.38	105.41
Rank	1	2	3

CANAVERAL PORT AUTHORITY
SELECTION COMMITTEE EVALUATION & RANKING/SELECTIONS

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PROJECT:	RFP-24-3 Insurance Consulting and Brokerage Services: Employee and Retiree Health Plan Benefit Program – <u>Final Rank</u>	Selection Committee Meeting Date & Time:	May 14, 2024 2:00 PM
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COMPANY	RANKING/SELECTIONS
Brown & Brown	1
Gehring Group	2
Gallagher	3

THIS RANKING WILL BE PRESENTED TO THE CANAVERAL PORT AUTHORITY BOARD OF COMMISSIONERS FOR APPROVAL AT THEIR REGULARLY SCHEDULED MEETING ON May 21, 2024.

POSTED: DATE May 16, 2024 TIME 9:00 AM BY Karen Pappas, Director Procurement

APPROVED BY THE CANAVERAL PORT AUTHORITY

POSTED: DATE _____ TIME _____ BY _____

CANAVERAL PORT AUTHORITY
SELECTION COMMITTEE EVALUATION & RANKING/SELECTIONS

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PROJECT:	RFP-24-3 Insurance Consulting and Brokerage Services: Employee and Retiree Health Plan Benefit Program – <u>Shortlist for Presentations</u>	Selection Committee Meeting Date & Time:	May 10, 2024 10:00 AM
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COMPANY	RANKING/SELECTIONS
Brown & Brown	Selected for Presentations
Gallagher	Selected for Presentations
Gehring Group	Selected for Presentations
CBIZ Benefits & Insurance Inc.	Not Selected for Presentations
Marsh McLennan Agency, LLC	Not Selected for Presentations

PRESENTATIONS ARE SCHEDULED FOR MAY 14, 2024. SELECTED FIRMS WILL RECEIVE ADDITIONAL INFORMATION VIA EMAIL.

POSTED: DATE May 10, 2024 TIME 1:00 PM BY Karen Pappas, Director Procurement

Evaluator #1	Proposing Firms					
Selection Criteria	Maximum Points	Brown & Brown of Florida, Inc.	CBIZ Benefits & Insurance Inc.	Gallagher	Gehring Group	Marsh McLennan Agency, LLC
Tab 1. Executive Summary	non-scored	Y	Y	Y	Y	Y
Tab 2. Capabilities oof the Proposer - General Capabilities of the Proposer - General capabilities of the firm competence, including technical education and experience	25	24	20	25	24	24
Tab 3. Current Workload - Ability of the form to devote the necessary resources and management attention to the project	10	9	6	8	9	7
Tab 4. Responsiveness, Access and Ease of Use	15	13	12	14	14	12
Tab 5. Financial Responsibility - Assessment of the financial status of the firm and its ability to devote the necessary financial resources to the project	10	10	8	8	8	8
Tab 6. Ability to design an approach and work plan to meet the requirements of the program.	25	22	20	25	23	22
Tab 7. Comprehensive Insurance Program Cost Structure	15	10.26	15.00	10.61	13.38	13.99
Tab 8. Insurance	non-scored	Y	N	Y	Y	Y
Tab 9. Business Structure	non-scored	Y	Y	Y	Y	Y
Tab 10. Non-Collusion Clause	non-scored	Y	Y	Y	Y	Y
Tab 11. Public Entity Crimes	non-scored	Y	Y	Y	Y	Y
Tab 12. Conflict of Interest Disclosure Form	non-scored	Y	Y	Y	Y	Y
Tab 13. Certificate Regarding Debarment	non-scored	Y	Y	Y	Y	Y
Tab 14. Financial Statement	non-scored	Y	Y	Y	Y	Y
TOTAL POINTS	100	88.26	81.00	90.61	91.38	86.99

Evaluator #2	Proposing Firm					
Selection Criteria	Maximum Points	Brown & Brown of Florida, Inc.	CBIZ Benefits & Insurance Inc.	Gallagher	Gehring Group	Marsh McLennan Agency, LLC
Tab 1. Executive Summary	non-scored	Y	Y	Y	Y	Y
Tab 2. Capabilities oof the Proposer - General Capabilities of the Proposer - General capabilities of the firm competence, including technical education and experience	25	23	23	23	23	23
Tab 3. Current Workload - Ability of the form to devote the necessary resources and management attention to the project	10	8	9	9	10	9
Tab 4. Responsiveness, Access and Ease of Use	15	15	15	15	15	15
Tab 5. Financial Responsibility - Assessment of the financial status of the firm and its ability to devote the necessary financial resources to the project	10	9	10	9	10	10
Tab 6. Ability to design an approach and work plan to meet the requirements of the program.	25	23	25	24	25	25
Tab 7. Comprehensive Insurance Program Cost Structure	15	10.26	15.00	10.61	13.38	13.99
Tab 8. Insurance	non-scored	Y	N	Y	Y	Y
Tab 9. Business Structure	non-scored	Y	Y	Y	Y	Y
Tab 10. Non-Collusion Clause	non-scored	Y	Y	Y	Y	Y
Tab 11. Public Entity Crimes	non-scored	Y	Y	Y	Y	Y
Tab 12. Conflict of Interest Disclosure Form	non-scored	Y	Y	Y	Y	Y
Tab 13. Certificate Regarding Debarment	non-scored	Y	Y	Y	Y	Y
Tab 14. Financial Statement	non-scored	Y	Y	Y	Y	Y
TOTAL POINTS	100	88.26	97.00	90.61	96.38	95.99

Evaluator #3	Proposing Firm					
Selection Criteria	Maximum Points	Brown & Brown of Florida, Inc.	CBIZ Benefits & Insurance Inc.	Gallagher	Gehring Group	Marsh McLennan Agency, LLC
Tab 1. Executive Summary	non-scored	Y	Y	Y	Y	Missing elements
Tab 2. Capabilities oof the Proposer - General Capabilities of the Proposer - General capabilities of the firm competence, including technical education and experience	25	19	22	20	23	23
Tab 3. Current Workload - Ability of the form to devote the necessary resources and management attention to the project	10	10	9	8	8	6
Tab 4. Responsiveness, Access and Ease of Use	15	11	10	13	15	6
Tab 5. Financial Responsibility - Assessment of the financial status of the firm and its ability to devote the necessary financial resources to the project	10	10	6	2	7	10
Tab 6. Ability to design an approach and work plan to meet the requirements of the program.	25	25	25	20	25	18
Tab 7. Comprehensive Insurance Program Cost Structure	15	10.26	15.00	10.61	13.38	13.99
Tab 8. Insurance	non-scored	Y	N	Y	Y	Y
Tab 9. Business Structure	non-scored	Y	Y	Y	Y	Y
Tab 10. Non-Collusion Clause	non-scored	Y	Y	Y	Y	Y
Tab 11. Public Entity Crimes	non-scored	Y	Y	Y	Y	Y
Tab 12. Conflict of Interest Disclosure Form	non-scored	Y	Y	Y	Y	Y
Tab 13. Certificate Regarding Debarment	non-scored	Y	Y	Y	Y	Y
Tab 14. Financial Statement	non-scored	Y	Y	Y	Y	Y
TOTAL POINTS	100	85.26	87.00	73.61	91.38	76.99

Evaluator #4	Proposing Firms					
Selection Criteria	Maximum Points	Brown & Brown of Florida, Inc.	CBIZ Benefits & Insurance Inc.	Gallagher	Gehring Group	Marsh McLennan Agency, LLC
Tab 1. Executive Summary	non-scored	Y	Y	Y	Missing elements	Missing elements
Tab 2. Capabilities oof the Proposer - General Capabilities of the Proposer - General capabilities of the firm competence, including technical education and experience	25	24	15	23	21	18
Tab 3. Current Workload - Ability of the form to devote the necessary resources and management attention to the project	10	9	5	8	9	5
Tab 4. Responsiveness, Access and Ease of Use	15	14	7	14	13	8
Tab 5. Financial Responsibility - Assessment of the financial status of the firm and its ability to devote the necessary financial resources to the project	10	9	5	7	7	5
Tab 6. Ability to design an approach and work plan to meet the requirements of the program.	25	24	12	23	23	20
Tab 7. Comprehensive Insurance Program Cost Structure	15	10.26	15.00	10.61	13.38	13.99
Tab 8. Insurance	non-scored	Y	N	Y	Y	Y
Tab 9. Business Structure	non-scored	Y	Y	Y	Y	Y
Tab 10. Non-Collusion Clause	non-scored	Y	Y	Y	Y	Y
Tab 11. Public Entity Crimes	non-scored	Y	Y	Y	Y	Y
Tab 12. Conflict of Interest Disclosure Form	non-scored	Y	Y	Y	Y	Y
Tab 13. Certificate Regarding Debarment	non-scored	Y	Y	Y	Y	Y
Tab 14. Financial Statement	non-scored	Y	Y	Y	Y	Y
TOTAL POINTS	100	90.26	59.00	85.61	86.38	69.99

Evaluator #5	Proposing Firms					
Selection Criteria	Maximum Points	Brown & Brown of Florida, Inc.	CBIZ Benefits & Insurance Inc.	Gallagher	Gehring Group	Marsh McLennan Agency, LLC
Tab 1. Executive Summary	non-scored	Y	Y	Y	Y	Y
Tab 2. Capabilities oof the Proposer - General Capabilities of the Proposer - General capabilities of the firm competence, including technical education and experience	25	24	22	25	24	24
Tab 3. Current Workload - Ability of the form to devote the necessary resources and management attention to the project	10	9	6	10	10	9
Tab 4. Responsiveness, Access and Ease of Use	15	15	10	15	15	13
Tab 5. Financial Responsibility - Assessment of the financial status of the firm and its ability to devote the necessary financial resources to the project	10	10	8	8	10	10
Tab 6. Ability to design an approach and work plan to meet the requirements of the program.	25	25	25	25	25	25
Tab 7. Comprehensive Insurance Program Cost Structure	15	10.26	15.00	10.61	13.38	13.99
Tab 8. Insurance	non-scored	Y	N	Y	Y	Y
Tab 9. Business Structure	non-scored	Y	Y	Y	Y	Y
Tab 10. Non-Collusion Clause	non-scored	Y	Y	Y	Y	Y
Tab 11. Public Entity Crimes	non-scored	Y	Y	Y	Y	Y
Tab 12. Conflict of Interest Disclosure Form	non-scored	Y	Y	Y	Y	Y
Tab 13. Certificate Regarding Debarment	non-scored	Y	Y	Y	Y	Y
Tab 14. Financial Statement	non-scored	Y	Y	Y	Y	Y
TOTAL POINTS	100	93.26	86.00	93.61	97.38	94.99

Canaveral Port Authority
PUR-RFP-24-3 Insurance Consulting and Brokerage Services: Employee and Retiree Health Plan Benefit Program
Proposal Scoring Summary

Alphabetical Order	Proposing Firms				
	Brown & Brown of Florida, Inc.	CBIZ Benefits & Insurance Inc.	Gallagher	Gehring Group	Marsh McLennan Agency, LLC
Evaluator #1	88.26	81.00	90.61	91.38	86.99
Evaluator #2	88.26	97.00	90.61	96.38	95.99
Evaluator #3	85.26	87.00	73.61	91.38	76.99
Evaluator #4	90.26	59.00	85.61	86.38	69.99
Evaluator #5	93.26	86.00	93.61	97.38	94.99
Total	445.30	410.00	434.05	462.90	424.95
Ave	89.06	82.00	86.81	92.58	84.99
Rank	2	5	3	1	4

Rank Order	Proposing Firms				
	Gehring Group	Brown & Brown of Florida, Inc.	Gallagher	Marsh McLennan Agency, LLC	CBIZ Benefits & Insurance Inc.
Evaluator #1	91.38	88.26	90.61	86.99	81.00
Evaluator #2	96.38	88.26	90.61	95.99	97.00
Evaluator #3	91.38	85.26	73.61	76.99	87.00
Evaluator #4	86.38	90.26	85.61	69.99	59.00
Evaluator #5	97.38	93.26	93.61	94.99	86.00
Total	462.90	445.30	434.05	424.95	410.00
Ave	92.58	89.06	86.81	84.99	82.00
Rank	1	2	3	4	5
	Selected for Presentation	Selected for Presentation	Selected for Presentation	Not Selected for Presentation	Not Selected for Presentation

CANVERAL PORT AUTHORITY SOLICITATION SUMMARY

Solicitation Number & Name:

PUR-RFP-24-3 Insurance Consulting and Brokerage Services: Employee and Retiree Health Plan Benefit Program

Advertising:

Florida Today newspaper, Brevard edition: April 16th, 23rd, and 30th, 2024

Posted to Website (<http://www.portcanaveral.com/Business-With-Us/Current-Solicitations>):

April 16th, 2024

Posted to VendorLink.com (CPA bidding portal):

April 17th, 2024

Vendors Notified Via VendorLink of Solicitation Release

2,327

VendorLink Registered Planholders: (vendors who downloaded the solicitation documents)

32

Bids/Proposals Received:

5

Meeting Date

May 22, 2024

**AGENDA ITEM REQUEST**

Section:	
Item Number:	4.A
Department:	Information Technology
Requested Action:	Consideration of authorizing staff to execute a single source, 3-year subscription renewal for the Oracle NetSuite Enterprise Resource Planning and Financial Software as a Service platform and further authorize staff to issue purchase orders pursuant to this contract for an amount not to exceed \$726,000 over 3 years. (Mark Lorusso, Mike Poole)
Summary Explanation & Background: In September 2015, the Commission authorized staff to enter into a contract with Oracle NetSuite for a cloud-based Enterprise Resource Planning (ERP) platform. Oracle NetSuite is CPA's standard platform to manage all key business processes including accounting, financials, procurement, inventory, point of sale, operations, and financial reporting. The Board authorized a single source renewal of the subscription term commencing on October 1, 2019, and expiring on September 30, 2024. Oracle is the single source for the NetSuite platform. By approving this item, the Board authorizes policy POL-2016-001-PUR-3 (Services Procurement Policy >\$100k) to be waived per section "L" of the policy. Staff's justification to waive the procurement policy includes: 1. CPA has invested significant time and capital into NetSuite to implement workflows, customizations, and integrations that streamline business processes, 2. The substantial cost to convert to a competing ERP platform, 3. CPA's staff is trained and has extensive experience using the system and, 4. The platform meets or exceeds CPA's business requirements for an ERP system. CPA and Oracle have negotiated a renewal subscription with a term up to 3-years in an amount of \$652,109.08. The requested not to exceed amount of \$726,000 accounts for potential increases to user licensing, data storage, or add functionality based on business needs during the subscription term. The Information Technology operating budget for fiscal years 2025-2027 shall include a budgetary expense line for Oracle NetSuite. Any future contract commitments will be included in the budgets for the corresponding years.	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	The total not exceed amount of \$726,000 is an operational cost. This will be included in the appropriate FY Operating budget for each year's

	annual amount in the FY2025-2027 Operating Budgets.
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Attachments:

Meeting Date

May 22, 2024

**AGENDA ITEM REQUEST**

Section:	
Item Number:	5.A
Department:	Real Estate
Requested Action:	Consideration of approving a Commercial Lease Agreement with Mattie's Delectable Desserts Inc., d/b/a Ludz Foodie Bar & Grill ("Ludz") for the lease of approximately 5,160 square feet on .34 acres of land located at 525 Glen Cheek Drive. This document has been reviewed and approved by General Counsel. (Mark Milisits)
Summary Explanation & Background: Owners Peter Bernard and Brenda Bernard have been operating Ludz in the 3,360 SF western portion of 525 Glen Cheek Drive since October 1, 2022, under a Restaurant Operator Agreement with Smokehouse Foods. Smokehouse Foods and Brown's Taxidermy have leased the Premises from Canaveral Port Authority since January 23, 1997 and their lease expires May 31, 2024. Ludz will expand its operations into the eastern 1,800 SF of the building and occupy the entire 5,160 square feet to operate a barbeque restaurant with indoor and outdoor seating, a bakery and café, and a retail operation selling souvenir items such as T-shirts and hats. Tenant: Mattie's Delectable Desserts Inc., d/b/a Ludz Foodie Bar & Grill Premises: 525 Glen Cheek Drive Size: 5,160 SF (approximately 4,200 SF building & 960 SF detached garage) on .34 acres Term: Three (3) years (June 1, 2024 – May 31, 2027) Extension Options: None Use: Barbeque restaurant; bakery & café; and retail sales of souvenir items Total Rent Revenue: Approximately \$203,526, including Base Rent and CAM/PIF Capital Improvements by CPA: None Recommendation: Staff recommends approval.	
Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (“Lease”) is made as of this ____ day of _____, 2024 (the “Effective Date”), by and between the **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida, whose address is 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920 (“Landlord”), and **MATTIE’S DELECTABLE DESSERTS INC. d/b/a Ludz Foodie Bar & Grill**, a Florida corporation, whose address is 525 Glen Cheek Drive, Cape Canaveral, Florida 32920 (“Tenant”). Landlord and Tenant are at times hereinafter referred to respectively as a “Party” and collectively as the “Parties”.

1. **DEMISE AND DESCRIPTION OF THE PREMISES.** Landlord, for and in consideration of the rents to be paid and the covenants to be performed by the Tenant, does hereby rent and lease to Tenant, on the terms and conditions and for the purposes set forth herein, the following described property:

That certain land consisting of approximately .34 acres located at 525 Glen Cheek Drive, Cape Canaveral, Florida 32920, as more particularly described on **Exhibit “A”** attached hereto and incorporated herein, (the “Property”) upon which are situated a main building (containing approximately 4,200 square feet of rentable space) together with a free-standing building to the south of the main building (containing approximately 960 rentable square feet) (collectively, the “Buildings”); together with a license for use of that certain existing patio and outdoor dining area immediately north of the Property, all as depicted on **Exhibit “A-1”** attached hereto and incorporated herein (the “Premises”).

2. **TERM.**

2.1 **LEASE TERM.** The term of this Lease shall be 36 months commencing on June 1, 2024 (the “Commencement Date”) and ending on May 31, 2027 (the “Term”).

2.2 **HOLDOVER.** If Tenant remains in possession of the Premises after expiration of the Term without Landlord’s written consent and without any express agreement between the Parties on an extension of the Term, Tenant shall be a tenant at sufferance as provided in §83.04, Florida Statutes, and such tenancy shall be subject to the provisions thereof, except that Base Rent during the holdover period shall be one hundred fifty percent (150%) of the final payment of Base Rent in effect during the final month of the Term for the first thirty (30) days and two hundred percent (200%) of the Base Rent in effect during the final month of the Term thereafter. In addition to and not limiting any other rights or remedies which Landlord may have on account of Tenant holding over without written consent of Landlord, Tenant shall be liable for any and all direct and consequential damages incurred by Landlord on account of such unapproved holding over including claims by tenants entitled to future possession. Nothing in this paragraph shall be construed as the consent of Landlord to Tenant’s possession of the Premises after the expiration of the Term.

2.3 **EXTENSION OPTION.** There will be no option to extend the Term.

3. **RENT, TAXES, UTILITIES AND OTHER CHARGES.**

3.1 **RENT.** Effective on the Commencement Date, Tenant agrees to pay Landlord a monthly base rent (“**Base Rent**”), inclusive of a Common Area Maintenance fee (“**CAM**”) and Port Infrastructure Fee (“**PIF**”), as shown in the table below (collectively, the “**Rent**”), plus any applicable State of Florida sales tax that applies and all other taxes, fees, impact fees, or assessments that may be levied by the State of Florida or any other taxing or assessment unit on the Premises:

Months	Base Rent	CAM/PIF	Total*
1 - 6	\$3,600.00	\$700.00	\$4,300.00
7 - 12	\$4,950.00	\$700.00	\$5,650.00
13 - 24	\$5,148.00	\$728.00	\$5,876.00
25 - 36	\$5,353.50	\$756.00	\$6,109.50

*plus applicable sales tax subject to change at any time by governmental authority.

3.2 **CAM/PIF.** CAM shall include common area maintenance such as parking lot and landscaping in the common areas of The Cove. PIF include maintenance of Port property including roadways and holding ponds.

3.3 Tenant agrees to pay Rent to Landlord monthly in advance. The first Rent payment shall be due on the Commencement Date. All subsequent Rent payments shall be due on the first day of each month throughout the Term. If the Term commences on a date other than the first day of a calendar month, the monthly Rent applicable to the first and last calendar month will be prorated for the partial calendar month.

3.4 **SALES TAX.** All commercial rents are subject to State of Florida and local sales tax. Said taxes shall be paid in addition to and at the same time as the regular Rent payments herein prescribed. Sales tax shall be subject to changes imposed by any applicable governmental entities.

3.5 **PLACE OF PAYMENT.** Rent shall be paid without demand, set-off, or deduction to Landlord at 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920, Attn.: Finance, or such other address as Landlord directs in writing.

3.6 **LATE CHARGES.** All Rent unpaid on the 30th calendar day following the day the rental payment is due is delinquent. Delinquent accounts shall incur (as liquidated damages) a late charge of one and one-half percent (1-1/2%) for each month, eighteen percent (18%) per year, simple interest, on any portion of said rental payment which remains delinquent.

3.7 **TAXES, FEES, AND ASSESSMENTS.** Tenant shall pay all taxes, fees, impact fees and assessments levied upon the Premises during the Lease Term including ad valorem real or personal property taxes, non-ad valorem taxes, intangible taxes, and privilege taxes.

Tenant shall be responsible for, and pay directly to Landlord, all taxes and assessments assessed by the Brevard County Tax Collector for Parcel ID 24-37-10-00-752.

In the first and last year of the Term, Tenant shall only be responsible for real estate taxes proportionate to its time in possession of the Premises during that applicable calendar year. For such partial calendar year in the last year of the Term, Landlord may retain from the Security Deposit the Tenant's share of real estate taxes based on the prior calendar year's real estate tax assessment and reserves the right to bill Tenant for any difference in Tenant's share based on the final real estate tax assessment for the applicable year.

Tenants' failure to pay said taxes and assessments before delinquent shall constitute a default under the Lease. These payment obligations of Tenant shall survive termination of this Lease. Landlord may, but is not obligated to, advance payment for such taxes, fees or assessments at its sole option. Tenant shall reimburse the Landlord for any advances made by the Landlord for payment of such taxes, fees, or assessments within thirty (30) days upon receipt of notice thereof.

3.8 UTILITIES. Tenant shall be solely responsible for and shall promptly pay directly to service providers all utilities servicing the Premises, and all other costs and expenses involved in the care, maintenance and use of the Premises, if applicable.

4. SECURITY DEPOSIT. Upon the execution of this Lease, the Tenant shall deliver to Landlord a deposit of **Twelve Thousand Eight Hundred Ninety-One and 05/100 Dollars (\$12,891.05)** (the "Security Deposit"). The Security Deposit represents security for the faithful performance and observance by Tenant of each and every term of this Lease. Landlord may apply all or part of the Security Deposit to any unpaid Rent or other charges due from Tenant or to cure any other default of Tenant. The Security Deposit shall not constitute liquidated damages. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within ten (10) days after notice from Landlord. No interest shall accrue to or for the benefit of Tenant on the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts, and no trust relationship is created with respect to the Security Deposit. Landlord shall not be obligated to return the Security Deposit to Tenant upon the expiration or earlier termination of the Lease unless and until all of the following events occur: (i) the payment in full of all Rent and all other charges due pursuant to the Lease, and (ii) the repair of any and all damage to the Premises.

5. USE OF PREMISES.

5.1 PERMITTED USE. The Tenant may only use the Premises for the purposes of operating a 1) barbeque restaurant with indoor and outdoor seating, including incidental sales of beer and wine; 2) bakery and cafe; and 3) retail sales of souvenir items such as T-shirts and hats. Tenant shall obtain the prior written permission of Landlord before using the Premises for any other purpose, which permission may be withheld in Landlord's sole and absolute discretion. Tenant shall not use the Premises for storage of items which are not related to the uses approved herein, including but not limited to, vehicles, boats and trailers. Tenant shall not use the Premises for any illegal or immoral purpose or as a place of habitation. Tenant shall not permit to be carried on, upon, in, or about said Premises a public or private nuisance, or any activity which may tend to cause, by increasing the hazard of risk, the increase of insurance premium rates of any kind.

5.2 **PARKING.** Tenant, its employees, invitees, and agents will have the right during the Term to non-exclusive use of the shared common parking areas located west of the Premises and throughout The Cove. Tenant understands that these shared common parking areas, unless otherwise reserved, serve all visitors and patrons of The Cove. Parking on any right-of-way or in any manner that impedes traffic flow to and from the Premises is strictly prohibited and. Landlord has the right to remove or require Tenant to move any such vehicle(s). Any vehicle remaining in the shared common parking areas within without interruption for five (5) business days is deemed to have been stored in the parking area and may be towed at the vehicle owners' expense.

6. **COMPLIANCE WITH LAWS.** Tenant shall comply with all applicable laws, ordinances, rules and regulations ("Applicable Laws") from authorities having jurisdiction, including the Landlord, the U.S. Coast Guard, Immigration and Customs Enforcement, Florida Department of Business & Professional Regulation, Florida Department of Health, and other authorized federal and state governmental agencies, including but not limited to those relating to security, land pollution, water pollution, air pollution, sanitation, and waste disposal. Tenant shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of any violation of Applicable Laws in, upon, or connected with the Premises made by Tenant or Tenant's employees, agents or contractors, either prior to Tenant's occupancy of the Premises or during the Term. Tenant will procure at its own expense all permits and licenses required for the transaction of its business in the Premises. In addition, Tenant warrants that its use of the Premises will be in strict compliance with all Applicable Laws. During the Term, Tenant shall, at its sole cost and expense, make any modifications to the Premises that may be required pursuant to any Applicable Laws.

7. **HAZARDOUS MATERIALS.** Throughout the Term, Tenant will prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Premises, except that Hazardous Materials may be used in the Premises as necessary for the customary maintenance of the Premises, provided that same are used, stored and disposed of in strict compliance with Applicable Laws. For purposes of this provision, the term "Hazardous Materials" will mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any Applicable Laws, including petroleum and petroleum products.

If Tenant's activities at the Premises or Tenant's use of the Premises (a) result in a release of Hazardous Materials that is not in compliance with Applicable Laws or permits issued thereunder; (b) gives rise to any claim or requires a response under Applicable Laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then Tenant shall, at its sole cost and expense: (i) immediately provide verbal notice thereof to Landlord as well as notice to Landlord in the manner required by this Lease, which notice shall identify the Hazardous Materials involved and the emergency procedures taken or to be taken; and (ii) promptly take all action in response to such situation required by Applicable Laws, provided that Tenant shall first obtain Landlord's approval of the non-emergency remediation plan to be undertaken.

Tenant shall promptly clean up any pollution or contamination of the Premises that occur during the term of this Lease or that result from Tenant's operation or use of the Premises.

Tenant shall at all times indemnify and hold harmless Landlord against and from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges and expenses (including reasonable attorneys' fees) of any nature whatsoever suffered or incurred by Landlord to the extent they were caused by the following activities of Tenant at the Premises during the Term of this Lease and arise from events or conditions which came into existence after the commencement date: (i) any release, threatened release, or disposal of any Hazardous Materials at the Premises, or (ii) the violation of any Applicable Laws at the Premises pertaining to protection of the environment, public health and safety, air emissions, water discharges, hazardous or toxic substances, solid or hazardous wastes or occupational health and safety. The indemnification obligations of Tenant shall survive the expiration or earlier termination of this Lease.

8. **SIGNAGE.** Tenant shall not place any signs on the exterior of the Premises except with the prior written consent of Landlord, including consent as to location and design, which may be withheld in Landlord's reasonable discretion. Any and all such signs shall be installed and shall be maintained in good condition and repair by Tenant, at its sole cost and expense, and shall be in compliance with Landlord's sign Regulation, as may be amended from time to time, and all Applicable Laws. Tenant agrees to remove all of its signage prior to termination of the Lease and upon such removal, to repair all damage incident to such removal.

9. **ACCESS.**

9.1 **LANDLORD'S ACCESS.** Landlord and its agents shall be entitled, upon at least twenty-four (24) hours' notice to the Tenant, to enter the Premises any day during reasonable hours for the purpose of conducting inspections. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner to minimize interference with Tenant's use and enjoyment of the Premises. Notwithstanding the foregoing, Landlord will have the right at all times to enter the Premises without prior notice to Tenant in the event of an emergency affecting the Premises.

9.2 **TENANT'S ACCESS.** Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, 365 days per year, subject to reasonable security measures and except in the event of an emergency, casualty, force majeure or similar event which causes Landlord to limit access to Tenants.

10. **QUIET POSSESSION.** If Tenant pays all Rent and fully performs its obligations under this Lease, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises for the Term without interruption or interference by Landlord or any person claiming through Landlord.

11. **INSURANCE.**

11.1 **TENANT INSURANCE.** Tenant will throughout the Term (and any other period when Tenant is in possession of the Premises) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, in the amounts specified below with Tenant's customary deductible amounts which have been reviewed by, and are acceptable to, Landlord. Landlord shall receive any cancellation notice of said policies. Tenant shall

require and ensure that each of its subtenants, assignees, agents and operators providing service hereunder procure and maintain insurance in the types and to the limits specified herein.

<u>Coverage</u>	<u>Limits</u>
Property Insurance and Personal Property Insurance (see below)	100% Full Replacement Value
Commercial General Liability Insurance (including Blanket contractual liability)	\$2,000,000 General Aggregate \$1,000,000 Each Occurrence \$50,000 Fire Legal Liability \$5,000 Premises Medical Payments
Business Auto Liability	\$1,000,000 To include all Owned, Leased, Hired, and Rented Automobiles, Hired/Non-Owned Auto, Personal Injury Protection, and Uninsured Motorist Coverage is also required
Workers' Compensation	State statutory including Employer's Liability for a limit not less than \$1,000,000 Each Accident, \$1,000,000 by Disease and \$1,000,000 Policy Limit

All policies referred to above shall: (i) be taken out with insurers licensed to do business in Florida having an A.M Best's rating of A-, Class IX, or otherwise approved in advance by Landlord; (ii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to the Landlord or any mortgagee of Landlord; and (iii) contain an obligation of the insurers to endeavor to notify the Landlord not less than thirty (30) days prior to the termination of any such policy. Landlord and Landlord's property manager shall be named as additional insureds on the CGL and automobile liability policies. Tenant shall provide certificates of insurance on Acord Form 25-S on or before the Commencement Date and thereafter at times of renewal or changes in coverage or insurer. If (a) the Tenant fails to take out or to keep in force any insurance referred to in this Section 11.1, or should any such insurance not be approved by either the Landlord or any mortgagee, and (b) the Tenant does not commence and continue to diligently cure such default within two (2) business days after notice by the Landlord to Tenant specifying the nature of such default, then the Landlord has the right, without assuming any obligation in connection therewith, to procure such insurance at the sole cost of the Tenant, and all outlays by the Landlord shall be paid by the Tenant to the Landlord without prejudice to any other rights or remedies of the Landlord under this Lease. The Tenant shall not keep or use in the Premises any article that may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises.

11.2 PROPERTY INSURANCE. Property insurance, insuring against any loss or damage to the Premises (including but not limited to as a result of flood, fire, and earthquake) in an amount equal to the full replacement cost of the Buildings and other improvements on the Premises,

and charges and costs incurred. Such policy shall name Landlord as the loss payee as its interest may appear and shall provide that the interests of Landlord will be insured regardless of any breach or violation by Tenant of any warranties, declarations or conditions contained in such insurance and shall further provide that, as to Landlord, such insurance will not be invalidated by any negligent act of Tenant. Such policy shall also waive all rights of subrogation against Landlord.

11.3 PERSONAL PROPERTY INSURANCE. All personal property of the Tenant in the Premises or in the Buildings of which the Premises is a part shall be at the sole risk of the Tenant. Property insurance insuring Tenant against any loss or damage to Tenant's personal property, including Tenant-owned improvements, fixtures, and installations, in commercially reasonable amounts. The policy shall waive all rights of subrogation against Landlord. Tenant shall be entitled to receive the proceeds of all insurance covering Tenant's personal property as described herein.

11.4 LANDLORD'S INSURANCE. During the Term, Landlord will carry and maintain commercial general liability insurance. Landlord may maintain any other commercially reasonable insurance coverage relating to the Premises.

11.5 RELEASE AND WAIVER OF SUBROGATION RIGHTS. The Parties hereto, for themselves and anyone claiming through or under them, hereby release and waive any and all rights of recovery, claim, action or cause of action, against each other, their respective agents, directors, officers and employees, for any loss or damage to all property, whether real, personal or mixed, located in the Premises, by reason of any cause against which the releasing Party is actually insured or, regardless of the releasing Party's actual insurance coverage, against which the releasing Party is required to be insured pursuant to the provisions of this Lease. This mutual release and waiver shall apply regardless of the cause or origin of the loss or damage, including negligence of the Parties hereto, their respective agents and employees except that it shall not apply to willful conduct. Each Party agrees to provide the other with reasonable evidence of its insurance carrier's consent to such waiver of subrogation upon request. This Section 11.5 supersedes any provision to the contrary which may be contained in this Lease.

11.6 INDEMNIFICATION OF THE PARTIES.

11.6.1 Tenant's Indemnity. Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees imposed on Landlord by any person whomsoever that occurs (i) on the Premises, except for any such loss, injury or damage that is caused by or results from the negligence or willful misconduct of Landlord, its employees or agents or (ii) anywhere on Landlord's property outside of the Premises as a result of the negligence or willful misconduct of Tenant, its employees, agents or contractors. In all instances where Tenant is required to defend Landlord, Landlord shall have the right to select defense counsel.

11.6.2 Landlord's Indemnity. To the extent permitted by law, Landlord hereby indemnifies Tenant from and agrees to hold Tenant harmless against, any and all liability for any loss, injury or damage, including, without limitation, all costs, expenses, court costs and reasonable attorneys' fees, imposed on Tenant by any person whomsoever, that occurs in the Premises and that is

caused by or results from the negligence or willful misconduct of Landlord or its employees or agents. Nothing herein shall be construed to limit or diminish Landlord's sovereign immunity under the provisions of Section 768.28, Florida Statutes, if applicable.

The provisions of this Section 11.6 shall survive the expiration or earlier termination of this Lease.

12. DAMAGE, DESTRUCTION, AND CONDEMNATION.

12.1 DESTRUCTION OR DAMAGE TO BUILDINGS. If the Building(s) are at any time damaged or destroyed in whole or in part by fire, casualty or other causes, Landlord shall have sixty (60) days from such damage or destruction to determine and inform Tenant whether Landlord will restore the Building to substantially the condition that existed immediately prior to the occurrence of the casualty, and provide nothing herein shall obligate Landlord for restoration in excess of the amount of any applicable insurance proceeds received by Landlord. If Landlord elects to rebuild, Landlord shall complete such repairs within one hundred and eighty (180) days from the end of the sixty (60) day period. If such repairs have not been completed within that 180-day period, and Tenant desires to terminate the Lease as a result thereof, then Tenant must notify Landlord prior to Landlord's completion of the repairs of Tenant's intention to terminate this Lease. Landlord shall then have ten (10) days after Landlord's receipt of Tenant's election to terminate to complete such repairs (as evidenced by a certificate of completion). If Landlord does complete such repairs, or provide a reasonable schedule for such completion, prior to the expiration of such ten-day cure period, Tenant shall have no such right to terminate this Lease. Tenant shall, upon substantial completion by Landlord, promptly and diligently, and at its sole cost and expense, repair and restore any improvements to the Building made by Tenant to the condition which existed immediately prior to the occurrence of the casualty. If, in Landlord's reasonable estimation, the Building cannot be restored within two hundred forty (240) days of such damage or destruction, then either Landlord or Tenant may terminate this Lease as of a date specified in such notice, which date shall not be less than thirty (30) nor more than sixty (60) days after the date such notice is given.

12.2 CONDEMNATION.

12.2.1 Total or Partial Taking. If the whole of the Premises (provided that 60% or more of the Premises are taken, the Tenant may deem that all of the Premises are taken), or such portion thereof as will make the Premises unusable, in Landlord's reasonable judgment, for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier ("Taking Date"), whereupon the Rent and all other charges shall be paid up to the Taking Date with a proportionate refund by Landlord of any Rent and all other charges paid for a period subsequent to the Taking Date. If less than the whole of the Premises, or less than such portion thereof as will make the Premises unusable as of the Taking Date, is taken, Base Rent and other charges payable to Landlord shall be reduced in proportion to the amount of the Premises taken. If this Lease is not terminated, Landlord shall repair any damage to the Premises caused by the taking to the extent necessary to make the Premises reasonably tenantable

within the limitations of the available compensation awarded for the taking (exclusive of any amount awarded for land).

12.2.2 Award. All compensation awarded or paid upon a total or partial taking of the Premises including the value of the leasehold estate created hereby shall belong to and be the property of Landlord without any participation by Tenant; Tenant shall have no claim to any such award based on Tenant's leasehold interest. However, nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for damage to, or cost of removal of, stock, trade fixtures, furniture, and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or the award of any mortgagee.

13. MAINTENANCE, REPAIRS, AND REPLACEMENTS.

13.1 **LANDLORD'S OBLIGATIONS.** This is an absolute triple net (NNN) lease. Landlord shall have no obligation whatsoever, to make repairs, replacements, or otherwise maintain the Premises.

13.2 **TENANT'S MAINTENANCE OBLIGATIONS.** Tenant acknowledges, accepts, and is leasing the Premises "**AS-IS**", without any warranties. Landlord and Tenant intend that, at all times during the Term, Tenant shall maintain the Premises in an attractive, first class, and fully operative condition. Tenant shall, at its sole cost and expense, throughout the Term and all renewals and extensions thereof, maintain in good order, condition and repair the Premises, including but not limited to the Buildings, outdoor patio, decking, dining area and connecting sidewalks, heating, ventilation, and air conditioning ("HVAC") equipment, electrical, plumbing, foundation, windows, roof, exterior walls, and structural portions of the Buildings. Tenant shall be responsible, at its sole cost and expense, for any required licensing, monitoring, and/or inspecting of life safety systems and components, including but not limited to the fire sprinkler system, fire extinguishers, and fire alarm system.

Tenant shall be responsible for the maintenance and regular cleaning of grease traps and shall be responsible for any damage caused to the sewer system or lift station servicing the Premises resulting from improper maintenance of or disposal into the system, including the repair or replacement of sewer lines servicing the Premises up to the point of connection to a common lateral even if such connection point is beyond the Premises.

Tenant shall be responsible for janitorial services and trash removal from the Premises. Tenant shall be responsible for maintenance of the Premises' exterior fencing and landscaping.

13.3 **REPAIRS AND REPLACEMENTS.** All repairs and replacements to the Premises shall be the sole responsibility of the Tenant. Tenant shall also maintain a preventive maintenance contract providing for the regular inspection (at least quarterly) and maintenance of the heating and air conditioning system by a licensed heating and air conditioning contractor; and shall maintain a preventive maintenance contract for the regular inspection and maintenance of the fire sprinkler system, fire alarm system, kitchen hood system.

If any portion of the Premises or any system or equipment in the Premises which Tenant is obligated to repair cannot be fully repaired, Tenant shall promptly replace the same, regardless of whether the benefit of such replacement extends beyond the Term.

If Tenant fails to maintain, repair and make necessary replacements to the Premises as required by this Section 13, Landlord may, on ten (10) days' prior notice (except that no notice shall be required in case of emergency), enter the Premises and perform such maintenance, preventive maintenance, or repair or replacement on behalf of Tenant. In such cases, Tenant shall reimburse Landlord immediately upon demand for all costs incurred in performing such maintenance, preventive maintenance, repair or replacement plus an administration fee equal to ten percent (10%) of such costs or expenses.

14. IMPROVEMENTS TO THE PREMISES.

14.1 TENANT IMPROVEMENTS. Tenant may, at its sole cost and expense, make improvements to the Premises, provided that no buildings, structures, or other improvements on the Premises are permitted without prior approval of the Landlord and subject to review and approval by the Landlord's Engineering and Building Departments. Tenant shall be responsible, at its sole cost and expense, for any improvements to the Premises required by Tenant's use of the Premises permitted hereby.

14.2 APPROVAL OF PLANS AND SPECIFICATIONS. Neither review nor approval by or on behalf of any of Tenant's plans nor any plans and specifications for any Tenant alterations or any other work shall constitute a representation or warranty by Landlord, its agents, partners or employees that such plans and specifications either (i) are complete or suitable for their intended purpose, or (ii) comply with Applicable Laws, it being expressly agreed by Tenant that neither Landlord, nor any of Landlord's agents, partners or employees assume any responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability or compliance.

15. CONDITION UPON TERMINATION. Upon or before the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord, broom clean and in good order, condition and repair, except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any of Tenant's personal property, including but not limited to furniture, machinery and equipment. In no event, however, shall Tenant remove any of the following materials or equipment without Landlord's prior written consent: any power wiring or power panels; lighting or lighting fixtures, millwork and cabinetry; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners or any other heating or air condition equipment; fencing or security gates; plumbing fixtures, water fountains; or other similar building operating equipment and decorations.

16. DEFAULT AND REMEDIES.

16.1 DEFAULT BY TENANT. The following will be events of default by Tenant under this Lease:

(a) Failure to pay when due any installment of Rent or any other payment required pursuant to this Lease; provided that Tenant shall have a period of ten (10) days after receipt of written notice thereof to cure such non-payment before a default shall be deemed to have occurred;

(b) Tenant's failure to satisfactorily correct within five (5) days any orders, citations, or violations (including violations not requiring warnings or administrative action) issued by or arising from inspections conducted by the Florida Department of Business & Professional Regulation or the Florida Department of Health in Brevard County;

(c) The filing of a petition for bankruptcy or insolvency under any applicable federal or state bankruptcy or insolvency law; an adjudication of bankruptcy or insolvency or an admission that it cannot meet its financial obligations as they become due, or the appointment of a receiver or trustee for all, or substantially all, of the assets of Tenant; the foregoing shall also apply to each party guaranteeing the obligations of Tenant under this Lease (each, a "Guarantor");

(d) A transfer in fraud of creditors or an assignment for the benefit of creditors, whether by Tenant or any Guarantor;

(e) The filing or imposition of a lien against the Premises as a result of any act or omission of Tenant and the failure of Tenant to satisfy or bond the lien in its entirety within thirty (30) days of notice by Landlord of its filing;

(f) The liquidation, termination, or dissolution of Tenant or any Guarantor, or, if Tenant or any Guarantor is a natural person, the death of Tenant or such Guarantor;

(g) Failure to cure the breach of any provision of this Lease, other than the obligation to pay Rent or obligations related to health, sanitation or safety, within thirty (30) days after notice thereof to Tenant; provided, however, that if such breach cannot be cured within such 30-day period using diligent efforts and Tenant promptly commenced efforts to cure such breach upon receipt of Landlord's notice thereof, then such cure period shall be extended for so long as Tenant continues to use diligent efforts to cure, not to exceed a total of ninety (90) days from the date of Landlord's notice.

16.2 REMEDIES. Upon the occurrence of any event of default set forth in this Lease beyond the expiration of any applicable notice and cure periods provided for herein, Landlord shall be entitled to any one of the following remedies:

(a) Landlord may terminate this Lease, dispossess Tenant and recover as damages from Tenant all Rent that is due but unpaid as of the date of dispossession, plus all other damages incurred by Landlord as a result of Tenant's breach of the Lease;

(b) Landlord may elect to repossess the Premises and to relet the Premises for Tenant's account, holding Tenant liable in damages for all expenses incurred in any such reletting and for any difference between the amount of Rent received from such reletting and the amount due and payable under the terms of this Lease; and

(c) Landlord may enter the Premises and take any actions required of Tenant under the terms of this Lease, and Tenant shall reimburse Landlord on demand for any expenses that Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Landlord shall not be liable for any damages resulting to the Tenant from such action.

The above remedies shall not preclude Landlord from pursuing any other remedies permitted by law. Landlord's election not to enforce one or more of the remedies upon an event of default shall not constitute a waiver.

16.3 DEFAULT BY LANDLORD. In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages, but prior to any such action Tenant will give Landlord notice specifying such default with particularity, and Landlord shall have a period of thirty (30) days following the date of such notice in which to commence the appropriate cure of such default. Unless and until Landlord fails to commence and diligently pursue the appropriate cure of such default after such notice or complete same within a reasonable period of time, Tenant shall not have any remedy or cause of action by reason thereof.

17. TELECOMMUNICATIONS. All telephone and telecommunications services desired by Tenant shall be ordered and utilized at the sole expense of Tenant. Landlord shall have no responsibility for the maintenance of Tenant's telecommunications equipment, including wire; nor for any wiring or other infrastructure to which Tenant's telecommunications equipment may be connected.

In the event that telecommunications equipment, wiring and facilities installed by the Tenant within the Premises causes interference to equipment used by another party, Tenant shall assume all liability related to such interference, Tenant shall use reasonable efforts, and shall cooperate with Landlord and other parties, to promptly eliminate such interference. In the event that Tenant is unable to do so, Tenant shall substitute alternative equipment that remedies the situation. If such interference persists, Tenant shall discontinue the use of such equipment, and, at Landlord's discretion, remove such equipment.

18. RADON GAS NOTICE. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

19. WAIVER. No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

20. INTERPRETATION. The captions of the sections of this Lease are to assist the Parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises or property with Tenant's expressed or

implied permission. This Lease will not be construed more or less favorably with respect to either Party as a consequence of the Lease or various provisions hereof having been drafted by one of the Parties hereto.

21. **INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS.** This Lease is the only agreement between the Parties pertaining to the lease of the Premises and no other agreements either oral or otherwise shall be effective unless embodied herein. All amendments to this Lease shall be in writing and signed by Landlord and Tenant. Any other purported amendment shall be void.

22. **NOTICES.** All notices or requests given to or by Landlord or Tenant hereunder shall be in writing, and sent by (a) registered or certified mail, postage prepaid, whereupon the notice or request shall be deemed to have been given or made upon receipt or refusal of receipt by Landlord or Tenant, as the case may be; or (b) delivery (i.e., courier or other hand delivery, or nationally recognized overnight delivery), whereupon the notice or request shall be deemed to have been given or made on the day of delivery or refusal of delivery by Landlord or Tenant, as the case may be. If, in accordance with the foregoing, the day of giving a notice or making a request is Saturday, Sunday, or a legal holiday in the State of Florida, the notice or request involved shall be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or such a legal holiday.

If to Landlord:

CANAVERAL PORT AUTHORITY
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920
Attn.: Director of Real Estate
(321) 783-7831

With copy to (same address):
Attn.: VP & General Counsel

If to Tenant:

MATTIE'S DELECTABLE DESSERTS INC.
3780 Cartee Street
Cocoa, FL 32926
Attn.: Brenda Bernard, President
Phone: (407) 467-4210

All notices shall be effective upon delivery or attempted delivery during normal business hours. Either Party may change its notice address upon notice to the other Party, given in accordance herewith by an authorized officer, partner, or principal.

23. **TRANSFER OF LEASE.** Tenant shall not Transfer (as defined herein) this Lease, in whole or in part, without the prior written consent of the Landlord, which consent shall be in Landlord's sole and absolute discretion. **TRANSFER WITHOUT LANDLORD'S PRIOR WRITTEN**

CONSENT SHALL BE VOID AND, AT THE OPTION OF THE LANDLORD, LANDLORD MAY TERMINATE THIS LEASE. For the purposes hereof, “Transfer” shall mean any assigning the Lease or subleasing the Premises, in whole or in part, the sale of the business, or material change in ownership (greater than 50%) or control of Tenant’s company.

The Tenant will provide notice to Landlord with a copy of a letter signed by an authorized officer of the intent to Transfer the Lease detailing the proposed Transfer, along with any additional relevant information that Landlord requests, including, but not limited to, verification of credit worthiness of the prospective transferee/assignee/subtenant. The prospective transferee/assignee/subtenant is required to register with the Landlord by submitting an Occupancy Registration Form for Landlord’s review. Any assignment or sublet of this Lease shall require that the assignee/subtenant assume all obligations of the Tenant. Unless otherwise agreed to by Landlord and Tenant in writing, Tenant will not be released from any obligation or liability under this Lease following any such assignment or sublease through the end of the term in which the assignment occurred, including any option period. Upon Landlord’s approval, Tenant will provide Landlord with a fully executed copy of the sublease/assignment or documentation evidencing change in ownership or control, along with payment of the then-current processing/transaction fee. As part of the consideration of approval, Landlord hereby reserves the right to adjust the Rent to the then-current market rate, or if the Rent due and payable by any assignee or subtenant under any permitted assignment or sublease exceeds the Rent payable under this Lease for such space, Tenant will pay to Landlord fifty percent (50%) of such excess Rent within ten (10) days following receipt thereof by Tenant.

24. ABANDONED PREMISES/CONTINUOUS OPERATION. Abandonment is defined as the absence, including failure to continuously operate its business for the purposes of the permitted uses contained herein, of the Tenant from the Premises for at least thirty (30) consecutive days without notice to Landlord. In the event Tenant will be away from the Premises for more than thirty (30) consecutive days, Tenant agrees to notify Landlord in writing of the absence. During such absence, Landlord may enter the Premises at times reasonably necessary to maintain the Premises.

If the Rent is outstanding and unpaid for fourteen (14) calendar days and there is no reasonable evidence, other than the presence of the Tenant’s personal property, that the Tenant is occupying the Premises, Landlord may at Landlord’s option, terminate this Lease and regain possession in the manner prescribed by law. Absence caused by force majeure shall not be deemed abandonment for purposes hereof.

Should Tenant abandon or vacate before the expiration of the Term, Tenant shall be liable for the balance of the Rent for the remainder of the Term, less any rent Landlord collects or could have collected from a replacement Tenant by reasonably attempting to re-let. Tenant agrees that, on surrender or abandonment as defined by Florida Statutes, Landlord shall not be liable or responsible for storage or disposition of Tenant’s personal property.

25. WAIVERS. All waivers must be in writing and signed by the waiving Party. Landlord’s failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be

binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

26. **ESTOPPEL CERTIFICATES.** Within fifteen (15) days of receipt of written request from Landlord, any lender or prospective lender of the Buildings, or at the request of any purchaser or prospective purchaser of the Buildings, Tenant shall deliver an estoppel certificate, attaching a true and complete copy of this Lease including all amendments relative thereto, and certifying with particularity among other things, (i) a description of any renewal or expansion options if any; (ii) the amount of rent currently and actually paid by Tenant under this Lease; (iii) that the Lease is in full force and effect as modified; (iv) Tenant is in possession of the Premises; (v) stating whether either Landlord or Tenant is in default under the Lease and, if so, summarizing such default(s); and (vi) stating whether Tenant or Landlord has claims against the other party and, if so, specifying with particularity the nature and amount of such claim.

27. **RECORDATION.** Upon Landlord's written request, Tenant shall promptly join in executing a memorandum of this Lease or any amendments thereof in the official records of Brevard County, Florida. Said recording shall be at Landlord's sole cost and expense and Landlord will furnish the recording information to the Tenant. It is agreed that the rights of the Tenant of record shall be terminated upon the Landlord's recording in the public records a notice of cancellation of this Lease, however, the contractual rights and responsibilities between the Landlord and the Tenant shall remain in full force without any lien or claim as to the real property.

28. **JOINT AND SEVERAL LIABILITY.** All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant as set forth in "**Rider 1**", attached hereto and incorporated herein.

29. **FORCE MAJEURE.** The performance by either Party to this Lease of its obligations (except the payment of Rent or other sums of money) shall be excused by delays attributable to events beyond that Party's control for a period of time that is sufficient for the Party to perform its obligations after the cessation of the Force Majeure event acting in a diligent, commercially reasonable manner. Events beyond a Party's control include, but are not limited to, acts of God (including reasonable preparation therefor), war, civil commotion, labor disputes, strikes, fire, flood or other casualty, failure of power, shortages of labor or material, government action, regulation or restriction (including extraordinary delay in the issuance of any permit, permit approval or building permit inspection) and unusually inclement weather conditions. Events beyond a Party's control shall not include changes in economic or market conditions, or financial or internal problems of the non-performing Party, or problems that can be satisfied by the payment of money.

30. **EXECUTION OF LEASE.** Submission or preparation of this Lease by Landlord shall not constitute an offer by Landlord or option for the Premises, and this Lease shall constitute an offer, acceptance or contract only as expressly specified by the terms of this section. In the event that Tenant executes this Lease first, such action shall constitute an offer to Landlord, which may be accepted by Landlord by executing this Lease, and once this Lease is so executed by Landlord, such offer may not be revoked by Tenant and this Lease shall become a binding contract. In the event that Landlord executes this Lease first, such action shall constitute an offer to Tenant, which may be accepted by Tenant only by delivery to Landlord of a fully executed copy of this Lease, together with a fully

executed copy of any and all guaranty agreements and addendums provided that in the event that any party other than Landlord makes any material or minor alteration of any nature whatsoever to any of said documents, then such action shall merely constitute a counteroffer, which Landlord, may, at Landlord's election, accept or reject. Notwithstanding that the commencement date may occur and the Term may commence after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be fully effective, and in full force and effect and valid and binding against the Parties in accordance with, but on and subject to, the terms and conditions of this Lease.

31. **AUTHORITY.**

31.1 TENANT'S AUTHORITY. As a material inducement to Landlord to enter into this Lease, Tenant, intending that Landlord rely thereon, represents and warrants to Landlord that:

(a) Tenant and the party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;

(b) This Lease constitute a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;

(c) Tenant is duly organized, validly existing and in good standing under the laws of the state of Tenant's organization and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

(d) The execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligation under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case may be, and the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation (if a corporation), agreement of partnership (if a partnership), and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.

31.2 LANDLORD'S AUTHORITY. As a material inducement to Tenant to enter into this Lease, Landlord, intending that Tenant rely thereon, represents and warrants to Tenant that:

(a) Landlord and the party executing on behalf of Landlord are fully and properly authorized to execute and enter into this Lease on behalf of Landlord and to deliver this Lease to Tenant;

(b) This Lease constitutes a valid and binding obligation of Landlord, enforceable against Landlord in accordance with the terms of this Lease;

(c) Landlord has full power and authority to enter into this Lease, to perform Landlord's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

(d) The execution of this Lease by the individual or individuals executing this Lease on behalf of Landlord, and the performance by Landlord of Landlord's obligation under this Lease, have been duly authorized and approved, and the execution, delivery and performance of this Lease by Landlord is not in conflict with Landlord's charters, agreements, rules or regulations

governing Landlord's business as any of the foregoing may have been supplemented or amended in any manner.

32. **CHOICE OF LAW/VENUE.** This Lease shall be governed by the laws of the State of Florida. With respect to any claim or cause of action, whether in law or equity and regardless of the nature of the claim or cause of action, arising out of or relating to this Lease or the services performed under this Lease, the Parties consent to the sole and exclusive jurisdiction and venue in a court of competent jurisdiction located in Brevard County, Florida. The Parties waive any objection to the jurisdiction or venue of any such claim or cause of action and waive any objection based upon forum non conveniens or any other law providing for change or transfer of venue.

33. **ATTORNEY'S FEES.** Should either Party commence an action against the other to enforce any obligations hereunder or for a determination of its rights or duties hereunder or in connection with or in any way relating to the Premises, the prevailing Party in such dispute shall be entitled to recover reasonable attorneys' fees and costs and expenses incurred in such action from the non-prevailing Party, at the trial and appellate levels.

34. **WAIVER OF TRIAL BY JURY. LANDLORD AND TENANT EACH HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE.**

35. **TIME IS OF THE ESSENCE.** Time is of the essence of this Lease and all provisions contained herein.

36. **RELATIONSHIP.** Landlord and Tenant disclaim any intention to create a joint venture, partnership or agency relationship.

37. **BROKERS.** Tenant covenants, represents, and warrants that any fees due to any real estate broker, agent, or salesperson that has represented Tenant in connection with the negotiation and consummation of this Lease are at the sole cost and expense of Tenant. Tenant agrees to indemnify Landlord against any loss, liability, or expense (including reasonable attorney's fees and costs) arising out of claims for fees or commissions from anyone claiming to have represented Tenant in connection with the lease of the Premises. Landlord agrees to indemnify Tenant against any loss, liability, or expense (including reasonable attorney's fees and costs) arising out of claims for fees or commissions from anyone claiming to have represented Landlord in connection with the lease of the Premises.

38. **RESERVATION OF EASEMENTS.** Landlord reserves all existing easements and utility uses on the Premises whether or not such easements and uses are recorded. This reservation includes Landlord's right to repair, maintain, and replace existing facilities affecting or immediately adjacent to the Premises (i.e., stormwater, drainage lines, bulkhead, utilities).

39. **SEVERABILITY.** Each and every section, paragraph, sentence, term and provision of this Lease shall be considered severable and that, in the event any section, paragraph, sentence, term or provision is determined to be invalid or unenforceable, the validity and enforceability, operator or

effect of the remaining sections, paragraphs, sentences, terms or provisions shall not be affected, and this Lease shall be construed in all aspects as if the invalid or unenforceable matter had been omitted.

40. **EXHIBITS.** All Exhibit(s) and Rider 1 attached hereto and referenced herein shall be deemed to be a part hereof and are hereby incorporated.

41. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. Execution and delivery of this Agreement by electronic exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Agreement by such party.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be duly executed as of the date first above written.

“LANDLORD”:

CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida,

By: _____
Micah Loyd, Chairman

Date:

ATTEST: _____
Jerry W. Allender
Secretary/Treasurer

(CORPORATE SEAL)

[SIGNATURES CONTINUED NEXT PAGE]

"TENANT":

**MATTIE'S DELECTABLE DESSERTS
INC. d/b/a Ludz Foodie Bar & Grill, a Florida
corporation,**

By: *Brenda L. Bernard*

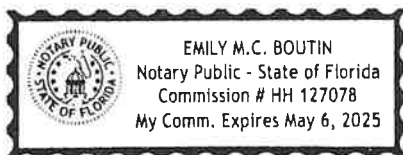
Name: Brenda L. Bernard

As Its: President

Date: 5/8/2024

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 8th day of May, 2024, by Brenda Bernard as its
President of MATTIE'S DELECTABLE DESSERTS INC., a Florida corporation, who is
known to me personally or produced FL Driver License as identification.



[Signature]
NOTARY PUBLIC-STATE OF Florida
Printed Name: EMILY M.C. BOUTIN
My commission expires: 05/06/2025

Exhibit "A"

Legal Description of Property

That part of Section 10, Township 24 South, Range 37 East, Brevard County, Florida, more particularly described as follows: Commence at the Southeast corner of fractional Section 10, said Township and Range for a point of reference. From said point of reference run North 0 degrees, 17'00" West a distance of 1,061.14 feet to a point, then run South 89 degrees 53'00" West a distance of 1,903 feet to a point; then run South 0 degrees 07'00" East 209 feet to a point of intersection of the South right of way line of Commercial Drive and the West right of way line of Flounder Street, then run South 89 degrees 53'00" West 308 feet to the Point of Beginning, which is the Northeast corner of the parcel described. From said Point of Beginning run South 0 degrees 07'00" East 150 feet; then run South 89 degrees 53'00" West 100 feet, then run North 0 degrees 07'00" West 150 feet; thence run North 89 degrees 53'00" East 100 feet to the Point of Beginning. Containing 0.34 acres, more or less.

Exhibit “A-1”

Depiction of the Premises



The Property

The Premises includes the existing outdoor patio/dining area immediately north of the Property shown above.

RIDER 1**AGREEMENT OF PERSONAL AND UNCONDITIONAL GUARANTY**

This **AGREEMENT OF PERSONAL AND UNCONDITIONAL GUARANTY** (the "Guaranty") is executed and delivered this 7th day of MAY, 2024 by **PETER BERNARD** (last four of SSN: 4265) and **BRENDA BERNARD** (last four of SSN: 6638) (each, jointly and severally, a "Guarantor") and provided in favor of the Canaveral Port Authority ("Landlord"), in consideration of entering into that certain Commercial Lease Agreement between Landlord and Mattie's Delectable Desserts Inc. (d/b/a Ludz Foodie Bar & Grill) ("Tenant") (the "Lease").

In consideration of the Landlord entering into the Lease, Guarantor(s) agree as follows:

1. **Guaranty.** Guarantor(s), for Guarantor(s) and Guarantor's successors and assigns, unconditionally guarantees: a) the prompt payment by Tenant of all amounts when due under the Lease, including but not limited to all payments of Rent, applicable taxes, and all other payment obligations charges, expenses, and costs of every kind and nature, which are or may be due now or in the future under the Lease; and b) the complete and timely performance, satisfaction, and observation by Tenant of all of the terms and conditions of the Lease and all related obligations arising by reason of the Lease which are now or in the future required to be performed, satisfied, or observed by Tenant.

2. **Coverage of Guaranty.** This Guaranty extends to all liability that Tenant has or may have to Landlord by reason of the Lease and includes all matters occurring after the end of the Lease Term (including any early termination of that term). This Guaranty shall extend to any extensions or renewals of the Lease (including any period of holdover of the Tenant, whether by consent of Landlord or otherwise). Landlord's records showing Tenant's obligations owed to Landlord shall be conclusive, absent manifest error, of such obligations and shall be admissible in any proceeding involving this Guaranty.

3. **Performance Guaranty.** Should Tenant fail to perform, satisfy, or observe the terms and conditions of the Lease which are required to be performed, satisfied, or observed by Tenant, Guarantor(s) will promptly and fully perform, satisfy and observe such obligations. Guarantor(s) shall pay, reimburse and indemnify the Landlord for any and all damages, costs, expenses (including actual attorney fees), losses and other liabilities arising or resulting from Tenant's failure and Landlord's enforcement of this Guaranty.

4. **Waiver of Notices.** Without notice to or consent of Guarantor, Landlord may waive or modify any of the terms and conditions of the Lease or compromise, settle or extend the time of payment or performance of any obligation under the Lease. No such action by Landlord shall discharge or otherwise affect the obligations of Guarantor(s).

4. **Lease Security.** This Guaranty shall remain in full force and effect without regard to the existence of any security deposit or other collateral or security in favor of Landlord or the receipt, disposition, application or release of any such security deposit or other collateral or security.

5. Unconditional Obligations. The liability of Guarantor(s) under this Guaranty is direct, absolute, continuing, unconditional, and unlimited. Landlord shall not be required to perfect any rights it may have in collateral securing Tenant's or Guarantor's obligations or to pursue any remedies it may have against Tenant or any other person or entity or against any security deposit or other collateral or security as a condition to Landlord's enforcement of this Guaranty. Guarantor(s) shall not be discharged or released by reason of the discharge or release of Tenant or any other person or entity for any reason, including a discharge in bankruptcy, receivership or other proceedings, a disaffirmation or rejection of the Lease by a trustee, custodian or other representative in bankruptcy, a stay or other enforcement restriction, or any other reduction, modification, impairment or limitation of Tenant's liability or any remedy of the Landlord.

7. Reinstatement. Landlord's rights under this Guaranty shall be reinstated and this Guaranty shall be fully enforceable with respect to any amount paid under the Lease which amount is later required to be returned by Landlord for any reason, including as a result of the bankruptcy, insolvency or reorganization of Tenant, Guarantor(s), or any other person or entity, and all such amounts shall be considered to have never been paid to Landlord.

8. Waiver. So long as Tenant owes any payment or performance to Landlord and for the period of time during which any payment made is subject to possible repayment as described in Section 7 above, Guarantor(s) waives any claims or rights which it might now have or later acquire against Tenant (or any other person or entity which is or may be liable to Landlord) arising from the existence or performance of Guarantor's obligations under this Guaranty or under any other agreement or otherwise including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, indemnification, or to participate in any claim or remedy of Landlord against Tenant or any collateral or security which Landlord now has or later acquires, whether such claim, remedy or right arises in equity, under contract or statute, at common law, or otherwise.

9. Binding Effect. This Guaranty is binding upon Guarantor(s) and Guarantor's successors and assigns, and is binding upon and shall inure to the benefit of Landlord and its successors and assigns. The term "Tenant" used in this Guaranty includes not only the Tenant signing the Lease and named above but also each direct and indirect successor, assignee and subtenant of such named Tenant. The term "Lease" includes not only the Lease described above but also any agreements or documents related to such described Lease.

10. General Provisions. Capitalized terms not defined in this Guaranty shall have the meanings assigned to them in the Lease. Should Guarantor(s) consist of more than one person and/or entity, each shall be jointly and severally obligated under this Guaranty. Any individual signing this Guaranty on behalf of an entity individually represents and warrants that such individual has the power and proper authorization to bind that entity to this Guaranty without any other signatures, consents or authorizations. If any part of this Guaranty or its application to any person or circumstance be invalid or unenforceable, the remainder of this Guaranty or its application to other persons or circumstances shall not be affected and each term and condition of this Guaranty shall be valid and enforceable to the fullest extent possible. This Guaranty may not be modified orally, but only by a writing signed by Guarantor(s) and Landlord (which modifications include any waiver, change, release, discharge, modification, or termination). This Guaranty shall be deemed jointly drafted by Landlord and Guarantor(s) and shall not be construed against any

single party as its drafter. This Guaranty shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

THEREFORE, The Guarantors have duly signed this Guaranty as of the dates written below.

Witnesses:

Louise W. Harris

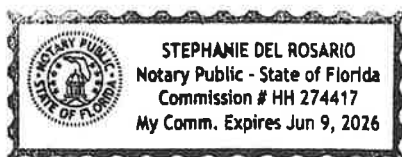
LOUISE-W. HARRIS
Print Name

Linda Jackson

Linda Jackson
Print Name

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 07 day of MAY, 2024, by Peter Bernard, who is known to me personally or produced FL Drivers License as identification.



"GUARANTOR":

Peter Bernard
Peter Bernard

Stephanie Del Rosario
NOTARY PUBLIC-STATE OF FL
Printed Name: STEPHANIE DEL ROSARIO
My commission expires: JUN 9, 2026

[SIGNATURES CONTINUED NEXT PAGE]

Witnesses:

Louise - W. Harris
LOUISE W. HARRIS
 Print Name

Linda Jackson
Linda Jackson
 Print Name

“GUARANTOR”:

Brenda Bernard
 Brenda Bernard

STATE OF Florida
 COUNTY OF orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 07 day of May, 2024, by Brenda Bernard, who is known
 to me personally or produced FL DRIVERS LICENSE as identification.



Stephanie Del Rosario
 NOTARY PUBLIC-STATE OF FL
 Printed Name: STEPHANIE DEL ROSARIO
 My commission expires: JUN 9, 2026