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
June 26, 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 May 22, 2024, meeting.
Minutes 05222024.pdf

Personal Appearances and Presentations

Employee Service Awards

Reports

CEO Report

Consideration of Accepting the Financial Memo for May 2024 (Pat Poston).
REPORTS_FIN_CFO_MEMO_06.26.24.pdf

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

REPORTS_FIN_DISPOSALS_ 06.26.24.pdf
REPORTS_FIN_LEGAL BILLS_06.26.24_Public.pdf
REPORTS_FIN_COMMISSIONER MINOR EXPENSES_06.26.2024_Public.pdf

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

REPORTS_FIN_STATISTICAL_ 06.26.24.pdf
REPORTS_FIN_AGING 06.26.24.pdf
REPORTS_FIN_LIST OF BILLS_06.26.24.pdf

June 2024 Capital Project Update
June 2024 Capital Project Update.pdf

Public Comment on Consent Agenda

Consent Agenda

1.Engineering, Construction, and Facilities

1.A. Consideration of approving Change Order #1 to RUSH Marine, Inc, for the SCP4 Mooring Improvements Project. Decrease PO P-131367 by ($279,720.29) for unused GMP funds and Owner Direct Purchases, new project value is $354,893.71 (Patrick Hammond/Bill Crowe)
1A Cover Page.pdf
5313 CPA SCP4 Mooring Improvements - CO #1 - Partially Executed.pdf

1.B. Consideration of approving Change Order #2 to Ivey's Construction, Inc, for the CT1 PBB cylinder purchase, rebuild and installation project. Decrease PO P-129347 by ($16,768.29) for unused GMP funds. (Patrick Hammond/Bill Crowe)
1B Cover Page.pdf
22-017 CT1 PBB CO #2.pdf

1.C. Consideration of approving Change Order #9 to PCL Construction Services, Inc., for the CT10 Improvements early work package for roofing improvements, interior/exterior painting, and canopy with a not-to-exceed amount of $6,672,203. (Patrick Hammond/Bill Crowe)
1C Cover Page.pdf
01_CT-10 Estimate Early Works Pkg R1.pdf
22-038B CT10, PCL CO #9.pdf

1.D. Consideration of authorizing staff to issue a purchase order to RUSH Construction, pursuant to continuing contract PUR-RFQ-23-1, for the CT5 and CT8 roof improvement project, with a not-to-exceed amount of $1,429,431. (Patrick Hammond/Bill Crowe)
1D Cover Page.pdf

REV-1 COMBINED CPA CT5 CT8 Roof Replacement Proposal.pdf

1.E. Consideration of authorizing staff to issue a purchase order to Trane, pursuant to the piggyback agreement for HVAC Services dates 10/26/22 between CPA and Trane U.S., Inc, with a not-to-exceed amount of $529,781, to furnish and install five roof top units (RTUs) at Cruise Terminal 10. (AJ Jendroch/Bill Crowe)
1E Cover Page.pdf
Trane Turnkey Proposal - CPA CT-10 RTU Replacements.pdf

1.F. Consideration of authorizing staff to issue a purchase order to Heard Construction, Inc., pursuant to continuing contract PUR-RFQ-23-1, for roofing upgrades at 620 Magellan Road with a not-to-exceed amount of $677,892.08. (AJ Jendroch/Bill Crowe)
1F Cover Page.pdf
Heard CPA Blue Origin Roof Repairs Proposal_2024.06.20.pdf

1.G. Consideration of authorizing staff to issue a purchase order to Finfrock Construction, LLC., for rehabilitation of precast at Cruise Terminal 10 Garage with a not to exceed amount of $316,300. (AJ Jendroch/Bill Crowe)
1G Cover Page.pdf
24701 Port Canaveral CT-10 Precast Repairs Proposal.pdf

1.H. Consideration of authorizing staff to increase purchase order P-132923 to RUSH Marine, pursuant to continuing contract, PUR-RFQ-23-2, to rehabilitate the stormwater system in the Cove area with a not-to-exceed amount of $185,505.26. (AJ Jendroch/Bill Crowe)
1H Cover Page.pdf
RUSH Marine Proposal - Wild Ocean Storm Repairs.pdf

2.Executive

2.A. Consideration of approval of a First Amendment to the Operating Agreement dated June 29, 2022 with NCL (Bahamas) Ltd., d/b/a/ Norwegian Cruise Line. This Amendment extends the current Operating Agreement through the remainder of the calendar year allowing for nineteen (19) additional homeport calls at Cruise Terminal 10. (John Murray/David German)
2A Cover Page.pdf

3.Government Relations and Communications

3.A. Consideration of approving a continuing contract for federal legislative lobbyist services with Jones Walker LLP for a term of three (3) years with two (2) 1-year extension options and authorizing the CEO to execute the contract. (Diane Luensmann)
3A Cover Page.pdf
2024 Federal Legislative Lobbyist Services Contract.pdf

4.Information Technology

4.A. Consideration of authorizing staff to issue purchase orders to Morse Communications, pursuant to continuing contract PUR-RFP-21-1, for low voltage communications infrastructure to support additional cruise lines at Cruise Terminal 6 with a not-to-exceed amount of $286,300 (Mark Lorusso, Troy Goslin).
4A Cover Page.pdf

5.Real Estate

5.A. Consideration of approving consent to the assignment of Fifty Year Lease dated December 8, 1982, by and between Canaveral Port Authority (the “Lessor”) and AAEA Investments, LLC (the “Current Lessee” and “Assignor”) to 100-200 Sea Ray Drive, LLC, a Delaware limited liability company (the “Assignee”). The Consent to Assignment has been reviewed and approved by General Counsel. (Mark Milisits)
5A Cover Page.pdf
Assignment and Assumption of Lease.pdf

Consent Items Pulled for Discussion

To be determined at the meeting. If any consent items are pulled for discussion they will be voted on separately.

Public Comment

Commissioner Reports

Adjourn to next meeting scheduled Wednesday, August 21, 2024, at 9:00 am.

Meeting Date

June 26, 2024

AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Commission
Request Action:	Approval of the Minutes from the May 22, 2024, meeting.
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	Yes
Financial Review:	

Attachments:

Minutes 05222024.pdf

Minutes May 22, 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 MAY 22, 2024.

The meeting was called to order by Chairman Micah Loyd at 9:01 a.m. Commissioner Justice 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, Robi Roberts, Bob Socks and Sean Conway. Ambassador emeritus present was Jim Handley.

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 April 24, 2024, regular Commission meeting. The motion was seconded by Commissioner Justice and passed 5/0.

REPORTS:

1. CEO Report (John Murray)

Cruise Update:

- FY 2024 By the Numbers (Oct. 1 – April 30)
  - 553 ship calls; 4.5M multi-day passengers
- *MSC Grandiosa* arriving December 2025
  - 2nd homeport ship for MSC Cruises
- *Utopia of the Seas* commenced sea trials on May 7
  - Arrives in Port Canaveral this July
- Panelist at International Association for Tourism Economics Conference May 22
  - Hosted by UCF Rosen College of Hospitality Management
  - Cruise Tourism Panel: Current Development and Future Trends
- Attending FCCA Platinum Associate Member Advisory Council Summit, June 12-14

New Cruise Terminal:

- Multi-user cruise terminal and parking garage to be operational by Summer 2026
  - Meets growing industry demands
- Existing North 8 berth
  - Minimal modifications to accommodate world's largest cruise ships
  - Shares basin with Cruise Terminal 5
    - Waterside improvements to extend berthing capacity at both terminals
- Direct egress from garage to SR 401 with proposed flyover ramp
  - Collaboration with FDOT to expedite

Cargo Update:

- FY 2024 By the Numbers (Oct. 1 – April 30)
  - 277 ship calls
  - Cargo tonnage – 4M tons
- New cargo commodity, grey cement
  - Imported from Turkey
  - 9,200 tons discharged to date
- YTD recovered space components
  - 36 boosters vs. 24 prior year
  - 88 fairings vs. 52 prior year

- Attended National Association of Foreign Trade Zone Spring Seminar in California, May 5-7
- Toured Relativity Space manufacturing facility in Long Beach, CA

Communications Update:

- Media Coverage
  - New Cruise Terminal Press Conference
    - Live broadcast from Maritime Center 5/9
    - Local, National/International news coverage
      - Over 653M reached
- *MSC Grandiosa* Press Release
  - Announcement of December 2025 arrival to Port Canaveral
  - Local and National news coverage
    - Over 950K reached

Government Relations Update:

- Attended Coalition of America's Gateways and Trade Corridors Board and Members Meeting May 14 - 16
  - Washington, DC based national advocacy organization for transportation and infrastructure
  - CPA meetings with Florida Congressional Members
    - Provided briefings on Port's federal priorities
- USCG Reserve Senior Leadership Conference May 14 -15
  - 70 attendees (in person and virtual) for annual conference, first time held at Port Canaveral
  - District 7 Commander ADM Schofield and JAX COTP Espino-Young keynotes
- USCG has launched Port Access Route Study (PARS)
  - Led by USCG District 7, JAX COTP and Canaveral MSU
  - Follow on to Port Access Waterways Safety Assessment Public Meeting held August 2022
  - Study to define safe vessel transit "fairway" into/out of Port Canaveral
  - Port has requested CG hold public meeting for all Port stakeholders to provide input
  - Public comment period ends July 17, 2024
- Hosted FDOT Statewide Modal Managers (seaport, airport, freight) for Port tour – May 15
  - Briefings and facility tours of Port terminal operators Ambassador Services and Seaport Canaveral
- Hosting International Trade Forum with Central Florida International Trade Office – May 23
  - Inaugural event, presentations and panel discussion to highlight Port role in global trade and our FTZ #136

Recreation Update:

- Jetty Park
  - Average daily vehicles – 397
  - Open for 7 out of 9 launches
  - Reached capacity on Sunday, April 14
- Jetty Park Campground
  - Average occupancy at 87%
  - Strong summer bookings

Public Safety Update:

- 2024 Hurricane Season
  - Preparations continue
  - Annual Heavy Weather meeting scheduled June 5 at 9am in Commission Room
- Attended Central Florida Intelligence Exchange (CFIX) Executive Steering Committee meeting on May 17
- Grand opening of new Brevard County Emergency Operations Center on May 31

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

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

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

After presentation of the financial reports for April 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 April 2024 (#2, #3 and #4). Commissioner VanVolkenburgh seconded the motion. The motion passed 5/0.

5. Capital Project Update for May 2024.

PUBLIC COMMENT ON CONSENT AGENDA: None

CONSENT AGENDA:
Consent Agenda Items 1H and 2A were pulled for discussion.

Consent items 1A, 1B, 1C, 1D, 1E, 1F, 1G, 1I, 1J, 2B, 3A, 4A and 5A were motioned for approval by Commissioner Allender and seconded by Commissioner Markey. The motion passed 5/0.

1H. 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)
After an explanation by Bob Musser, the item was motioned for approval by Commissioner Justice and seconded by Commissioner Allender. The motion passed 5/0.

2A. 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)
After a brief discussion, the itme was motioned for approval by Commissioner Allender and seconded by Commissioner VanVolkenburgh. The motion Passed 5/0.

PUBLIC COMMENT: Chuck Sheridan spoke regarding the new terminal.

COMMISSIONER REPORTS/DISCUSSION:
Commissioner VanVolkenburgh spoke at the Rockledge Rotary.

Commissioner Justice attending the de-commissioning of the USCG Cutter Confidence and kicked off the All Veterans Reunion at Wickham. He welcomed the Governor for his tax reduction celebration. He keynoted at the northern county Sea Cadets. He pitched the Propeller Club luncheon on June 5, 2024.

Commissioner Allender had nothing to add.

Commissioner Markey attended a business forum in Eau Gallie.

Chairman Loyd had nothing to add

The meeting was adjourned at 9:53 am until the next meeting scheduled for Wednesday, June 26, 2024, at 9:00 am.

CANAVERAL PORT AUTHORITY

_____
Micah Loyd, Chairman

ATTEST

_____
Jerry Allender, Secretary/Treasurer

Meeting Date

June 26, 2024

AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Human Resources
Request Action:	Employee Service Awards
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

Meeting Date

June 26, 2024

AGENDA ITEM REQUEST

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

Attachments:

Meeting Date

June 26, 2024

AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Finance
Request Action:	Consideration of Accepting the Financial Memo for May 2024 (Pat Poston).
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

REPORTS_FIN_CFO_MEMO_06.26.24.pdf

CANAVERAL PORT AUTHORITY

MEMORANDUM

TO: John Murray, CEO

FROM: Patricia Poston, Sr. Finance Director

DATE: June 18, 2024

SUBJECT: Unaudited financial results – FY 2024 May

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

REVENUES

Operating Revenues

For the Fiscal Year, Operating Revenues are $128.7 m, which is $2.9 m above budget.

Cruise Revenue:

For the fiscal year, total cruise revenue (including parking) is $104.6 m and is $2.7 m above budget. There have been 622 cruise calls (Home Port & Port of Call) and 5,096,463 multi-day passengers. Cruise calls are near budget and passengers are ahead of budget.

In May, there were 576,953 passengers generated from 69 cruise calls.

Cargo Revenue:

The Port generated cargo revenue (port fees and rent) of $16.1 m which is $250 k under budget. For the fiscal year, there were 462 cargo calls and 4,647,044 tons. Granite and slag are above budget. Forest Products, salt, limestone and fuel are below budget.

In May, there were 56 cargo calls and 657,270 tons.

Leases/Recreation/Misc. Revenue:

Lease revenue of $3.2 m is $313 k above budget. Recreation revenue (Jetty Park) of $2.9 m is $56 k above budget. Miscellaneous revenue of $1.9 m is $87.3 k above budget.

EXPENSES

Operating Expenses:

Operating expenses are $79.3 m and are $3.4 m below the budget with savings in service contracts, salaries, promotions, insurance and engineering.

Operating Income (Loss):

Operating Income is $49.4 m and is 6.3 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 $8.1 m.

Non-Operating Expenses:

Non-operating expenses consist primarily of interest expense on outstanding loans and bonds. For Fiscal Year 2024, this amount is $8.2 m.

Addition to Net Position for Debt Reduction and Port Development:

The Addition to Net Position for Debt Reduction and Port Development is $49.3 m.

Attachments –

Income Statement – May 2024

Statement of Net Position – May 2024

Canaveral Port Authority
Income Statement YTD
May 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	8,482,062	8,538,217	(56,155)	9,772,201	74,171,363	71,842,033	2,329,330	80,842,484
Cruise Parking	3,739,419	3,620,653	118,766	3,515,082	30,421,819	30,068,845	352,974	29,468,332
Cargo	2,012,987	1,801,655	211,332	1,632,776	16,096,590	16,346,673	(250,083)	13,842,305
Leases	390,985	352,522	38,463	419,535	3,196,270	2,883,205	313,065	3,416,390
Recreation	371,345	344,640	26,705	336,925	2,861,134	2,804,898	56,236	2,779,520
Miscellaneous	258,142	232,579	25,563	280,840	1,947,944	1,860,633	87,311	2,057,272
TOTAL OPERATING REVENUES	$ 15,254,940	$ 14,890,266	$ 364,674	$ 15,957,359	$ 128,695,120	$ 125,806,287	$ 2,888,833	$ 132,406,303
EXPENSES								
Operations	1,676,843	1,685,139	(8,296)	986,839	11,437,529	12,068,541	(631,012)	8,907,154
Facilities	1,582,154	1,582,265	(111)	1,083,269	10,810,630	10,951,278	(140,648)	8,642,972
Parks and Recreation	202,960	206,668	(3,708)	166,878	1,416,959	1,410,381	6,578	1,386,391
Public Safety	1,081,169	1,097,904	(16,735)	983,013	8,629,560	8,645,730	(16,170)	7,573,815
Fire Training Facility	24,179	32,083	(7,904)	56,044	200,227	256,664	(56,437)	249,664
Commission	30,137	33,539	(3,402)	32,561	220,596	254,033	(33,437)	222,365
Executive	212,919	406,674	(193,755)	166,862	1,665,855	2,530,189	(864,334)	1,330,797
Finance & Accounting	231,513	232,323	(810)	147,061	1,433,954	1,484,920	(50,966)	1,309,819
Administrative Services	1,021,111	1,090,692	(69,581)	790,278	7,137,475	8,011,658	(874,183)	5,833,986
Engineering & Environmental	257,055	268,817	(11,762)	205,551	1,538,406	1,819,514	(281,108)	1,391,656
Business Development	146,482	147,797	(1,315)	77,623	763,932	862,099	(98,167)	602,794
Tenant & Property Development	35,588	42,978	(7,390)	29,528	239,954	319,774	(79,820)	263,939
Government & Strategic Comm.	156,008	172,728	(16,720)	128,843	994,132	1,172,336	(178,204)	882,890
Depreciation	4,094,680	4,104,419	(9,739)	4,233,214	32,762,296	32,835,352	(73,056)	33,864,118
OPERATING EXPENSES	10,752,798	11,104,026	(351,228)	9,087,563	79,251,505	82,622,469	(3,370,964)	72,462,358
OPERATING INCOME (LOSS)	4,502,142	3,786,240	715,902	6,869,796	49,443,615	43,183,818	6,259,797	59,943,944
NON-OPERATING REVENUES	1,048,865	625,416	423,449	3,708,918	8,054,223	5,003,328	3,050,895	18,027,250
NON-OPERATING EXPENSES	1,014,079	1,029,606	(15,527)	1,025,719	8,203,699	8,316,149	(112,450)	8,310,607
ADDITION TO NET POSITION FOR DEBT REDUCTION AND PORT DEVELOPMENT	$ 4,536,928	$ 3,382,050	$ 1,154,878	$ 9,552,994	$ 49,294,139	$ 39,870,997	$ 9,423,142	$ 69,660,587

Canaveral Port Authority
Statements of Net Position
May 2024

	May 2024	May 2023
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 73,328,795	$ 59,953,711
Cash and cash equivalents - restricted	18,545,145	17,678,048
Cash designated for capital projects	128,637,778	115,352,490
Accounts receivable, net	8,880,128	14,298,932
Prepaid expenses	1,613,113	825,854
Due from other governmental units	4,975,641	4,076,458
Inventory	733,410	634,680
Other receivables, current	18,631	18,631
TOTAL CURRENT ASSETS	$ 236,732,640	$ 212,838,804
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	718,972,153	656,441,235
TOTAL NONCURRENT ASSETS	$ 742,362,000	$ 674,671,292
TOTAL ASSETS	$ 979,094,640	$ 887,510,095
DEFERRED OUTFLOWS OF RESOURCES	$ 438,461	$ 538,996
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 11,440,901	$ 8,452,943
Accrued compensated balances	787	2,724
Unearned Revenue	845,331	958,194
Payroll and sales tax payable	358,183	297,959
Revenue bonds payable, current	11,417,000	10,455,000
Other liabilities, current	5,002,208	1,853,187
Payable from restricted assets:		
Accrued interest payable	5,827,570	6,027,767
Revenue bonds payable, current	745,000	710,000
TOTAL CURRENT LIABILITIES	$ 35,636,979	$ 28,757,773
NONCURRENT LIABILITIES		
Revenue bonds payable, less current portion	$ 340,523,991	$ 357,676,974
Line of credit	21,000,000	21,000,000
Other noncurrent liabilities	4,604,626	3,830,942
TOTAL NONCURRENT LIABILITIES	$ 366,128,617	$ 382,507,915
TOTAL LIABILITIES	$ 401,765,596	$ 411,265,689
DEFERRED INFLOWS OF RESOURCES	$ 1,529,134	$ 1,301,323
NET POSITION		
Invested in capital assets, net of related debt	$ 354,350,735	$ 271,071,094
Restricted for future debt service	12,930,729	12,770,940
Unrestricted	208,956,908	191,640,046
TOTAL NET POSITION	$ 576,238,372	$ 475,482,080
TOTAL LIABILITIES AND NET POSITION	$ 979,533,101	$ 888,049,091

Meeting Date

June 26, 2024

AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Finance
Request Action:	Consideration of Approving the List of Disposals, Legal Bills and Commissioner Minor Expenses for May 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_ 06.26.24.pdf

REPORTS_FIN_LEGAL BILLS_06.26.24_Public.pdf

REPORTS_FIN_COMMISSIONER MINOR EXPENSES_06.26.2024_Public.pdf

Canaveral Port Authority **Fixed Asset Items for Disposal** **FY24 - June 2024**

Item Description	FAM Asset ID	CPA Tag	Make	Serial Number	Remaining Book Balance	Reason	Requested By	Disposal Method
CT5 Mini Split	FAM002440				$ -	Damaged	AJ Jendroch	Trash
399 Challenger IT Room Mini Split	FAM003149				$ -	Damaged	AJ Jendroch	Trash
Refrigerator	FAM002975	10040		K41604534	$ -	Damaged	Teresa Watson	Trash
Refrigerator	FAM000958	10548	GE	SZ304459	$ -	Damaged	Dave Sergeant	Trash
Stair Chair	FAM001616	10815	Stryker	60539683	$ -	Obsolete	Dave Sergeant	Recycle/trash
Stair Chair	FAM001617	6009/10594	Stryker	40639452	$ -	Obsolete	Dave Sergeant	Recycle/trash
Computer, Desktop	FAM002353	11117	HP	MXL62335NX	$ -	Obsolete	Dave Sergeant	Recycle
Air-Pak Fifty 2.2 w/ no Cylinde	FAM002304	5894	Scott	0407008360BA	$ -	Obsolete	Dave Sergeant	Trash/Parted Out
Truck L-713	FAM002097		Ford L-713	1FTBF2A69DEA63872	$ -	Obsolete	Brian Carroll	Auction
55" TV	FAM003074		Samsung	06LG3CXJ601123D	$ -	Obsolete	Mark Lorusso	Recycle
Projector	FAM003060		NEC	7500051WM	$ -	Obsolete	Mark Lorusso	Recycle
Projector	FAM003061		NEC	7500072WM	$ -	Obsolete	Mark Lorusso	Recycle
PTZ Camera	FAM003070		Vaddio	261	$ -	Obsolete	Mark Lorusso	Recycle
PTZ Camera	FAM003071		Vaddio	262	$ -	Obsolete	Mark Lorusso	Recycle
PTZ Camera	FAM003072		Vaddio	249	$ -	Obsolete	Mark Lorusso	Recycle
Switch	FAM001391	2000047	Extreme	1342N-41484	$ -	Obsolete	Mark Lorusso	Recycle
Switch	FAM001390	2000046	Extreme	1342N-41481	$ -	Obsolete	Mark Lorusso	Recycle
Switch	FAM003227	2000188	Extreme	1726N-41697	$ -	Obsolete	Mark Lorusso	Recycle
ISW Switch - CT3	FAM004911	12078	Extreme	1916T-10140	$ -	Obsolete	Mark Lorusso	Recycle
Switch (PSGP 2010)	FAM001283	2000179	Extreme	1449N-40938	$ -	Obsolete	Mark Lorusso	Recycle
Switch - SPLIT	FAM001186	6582 (metal tag)	Extreme	1146G-82589	$ -	Obsolete	Mark Lorusso	Recycle
Firewall Appliance (Orange-PSGP 2014 2214)	FAM002335	2000153	Palo alto	801004656	$ -	Obsolete	Mark Lorusso	Recycle
Switch (RED PSGP 2010 #104023)	FAM001285	PSGP.10.104023	Extreme	1236N-40535	$ -	Obsolete	Mark Lorusso	Recycle
Switch (RED PSGP 2010 #104020)	FAM001281	PSGP.10.104020	Extreme	1235G-81027	$ -	Obsolete	Mark Lorusso	Recycle
Switch (Red PSGP 2010 #104024)	FAM001284	PSGP.10.104024	Extreme	1230G-80664	$ -	Obsolete	Mark Lorusso	Recycle
Laptop	FAM003644	11071	Dell	6CQKBG2	$ -	Obsolete	Mark Lorusso	Recycle
CCTV Project (Camera PSGP 2013)	FAM002289	PSGP.13	AXIS	ACCC8E33F7D4	$ -	Obsolete	Mark Lorusso	Recycle
CCTV Project (Camera PSGP 2008)	FAM002247	PSGP.08.102117	AXIS	00408CE62099	$ -	Obsolete	Mark Lorusso	Recycle
CCTV Project (Camera PSGP 2009)	FAM002249	PSGP.09.103228	AXIS	00408CE08823	$ -	Obsolete	Mark Lorusso	Recycle
CCTV Project (Camera PSGP 2008)	FAM002247	PSGP.08.102061	AXIS	00408CE325C9	$ -	Obsolete	Mark Lorusso	Recycle
CCTV Project (Camera PSGP 2008)	FAM002247	PSGP.08.102189	ndirs	NOT LEGIBLE	$ -	Obsolete	Mark Lorusso	Recycle
CCTV Project (Camera PSGP 2008)	FAM002247	PSGP.08.102188	ndirs	NOT LEGIBLE	$ -	Obsolete	Mark Lorusso	Recycle
CCTV Project (Camera PSGP 2013)	FAM002289	PSGP.2013	AXIS	ACCC8E33F73C	$ -	Obsolete	Mark Lorusso	Recycle
CCTV Project (Camera PSGP 2013)	FAM002289	PSGP.2013	AXIS	ACCC8E33F742	$ -	Obsolete	Mark Lorusso	Recycle
CCTV Project (Camera PSGP 2013)	FAM002289	PSGP.2013	AXIS	ACCC8E1A363C	$ -	Obsolete	Mark Lorusso	Recycle
LPR Camera (PSGP 2018)	FAM003828	PSGP.2018	Vigilant	24975-80749	$ -	Obsolete	Mark Lorusso	Recycle
LPR Camera (PSGP 2018)	FAM003831	PSGP.2018	Vigilant	24975-80804	$ -	Obsolete	Mark Lorusso	Recycle
CCTV Project (Camera PSGP 2013)	FAM002289	PSGP.2013	AXIS	unknown-s/n is rubbed off	$ -	Obsolete	Mark Lorusso	Recycle
CCTV Project (Camera PSGP 2013)	FAM002289	PSGP.2013	AXIS	ACCC8E2C7275	$ -	Obsolete	Mark Lorusso	Recycle
CCTV Project (Camera PSGP 2009)	FAM002249	PSGP.09.103209	AXIS	00408ce3259a	$ -	Obsolete	Mark Lorusso	Recycle
CCTV Project (Camera PSGP 2009)	FAM002249	PSGP.09.103206	AXIS	00408CE325C7	$ -	Obsolete	Mark Lorusso	Recycle
CCTV Project (Camera PSGP 2009)	FAM002249	PSGP.09.103205	AXIS	00408CE3259F	$ -	Obsolete	Mark Lorusso	Recycle
Ticket Dispenser	FAM003857	11398		1811014	$ 2,060.23	Obsolete	Stephanie Dobson	Recycle/Part Out
Pay Station Exit	FAM003854	11397		11811007	$ 2,059.69	Obsolete	Stephanie Dobson	Recycle/Part Out
Pay Station Exit	FAM003853	11388		11811008	$ 2,059.69	Obsolete	Stephanie Dobson	Recycle/Part Out
Credit Card Machine	FAM004463	11746	DataPark		$ -	Obsolete	Stephanie Dobson	Recycle/Part Out
Ticket Dispenser	FAM003858	11399	DataPark	1811013	$ 2,060.23	Obsolete	Stephanie Dobson	Recycle/Part Out
CT1 Credit Card Station	FAM001861	10666	DataPark	130953	$ -	Obsolete	Stephanie Dobson	Recycle/Part Out
Ticket Spitter CT1	FAM002805	10500	DataPark	00-150424	$ -	Obsolete	Stephanie Dobson	Recycle/Part Out
Cred Card Station @ CT1	FAM001910	10498	DataPark	00-150426	$ -	Obsolete	Stephanie Dobson	Recycle/Part Out
Credit Card Machine CT1	FAM001954	10512	DataPark	140820	$ -	Obsolete	Stephanie Dobson	Recycle/Part Out
Credit & Cash Machine CT1	FAM001956	10517	DataPark	140210	$ -	Obsolete	Stephanie Dobson	Recycle/Part Out
Cash/CC Station CT8	FAM001885	10658	DataPark	130909	$ -	Obsolete	Stephanie Dobson	Recycle/Part Out
Credit & Cash Machine CT1	FAM001955	10519	DataPark	140211	$ -	Obsolete	Stephanie Dobson	Recycle/Part Out
Cash/CC Station CT8	FAM001883	10013	DataPark	13097	$ -	Obsolete	Stephanie Dobson	Recycle/Part Out
Cash/CC Station CT10 @	FAM001908	10655	DataPark	140207	$ -	Obsolete	Stephanie Dobson	Recycle/Part Out
Cash/CC Station CT10 @	FAM001909	10657	DataPark	140206	$ -	Obsolete	Stephanie Dobson	Recycle/Part Out
Walk Up Pay Station HUB Parking	FAM004460	11743	DataPark	Unknown	$ -	Obsolete	Stephanie Dobson	Recycle/Part Out
Walk Up Pay Station HUB Parking	FAM004459	11742	DataPark	Unknown	$ -	Obsolete	Stephanie Dobson	Recycle/Part Out
Cash/CC Station CT8	FAM001883	10013	DataPark	13097	$ -	Obsolete	Stephanie Dobson	Recycle/Part Out
CT1 Parking System	FAM001091	10500	DataPark	00-150424	$ -	Obsolete	Stephanie Dobson	Recycle/Part Out
Parrot Drone	FAM004583	11930	Parrot	PS728311AA2A001581	$ 3,295.62	Damaged	Teresa Watson	Auction
Total					**$ 11,535.46**			

Canaveral Port Authority
Summary of Legal Bills for approval
Commission Meeting 06/26/2024

Invoice#	Firm		Amount
May 1 - May 31, 2024	Stromire, Bistline, & Miniclier	$	4,075.00
924797	Ford Harrison	$	832.00
924796	Ford Harrison	$	1,600.00
70658	Lau, Lane, Pieper, Conley, & McCreadie	$	2,162.00
125996	Wright, Fulford, Moorhead, & Brown, P.A.	$	4,516.46
		Total	**$ 13,185.46**

MEMORANDUM

TO: John Murray
Chief Executive Officer

FROM: Pat Poston
Senior Director, Finance

DATE: 6/24/2024

SUBJECT: Commissioner Minor Expenses

Commissioner Minor expenses submitted are as follows for Commission meeting to be held on June 26, 2024

Commissioner Allender	$	136.68
Commissioner VanVolkenburgh	$	-
Commissioner Justice	$	997.70
Commissioner Loyd	$	-
Commissioner Markey	$	44.62
Total Monthly Minor Expense	**$**	**1,179.00**

Meeting Date

June 26, 2024

AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Finance
Request Action:	Consideration of Accepting the Statistical Report, the Aging Report, and the List of Bills for May 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_ 06.26.24.pdf

REPORTS_FIN_AGING 06.26.24.pdf

REPORTS_FIN_LIST OF BILLS_06.26.24.pdf

CANAVERAL PORT AUTHORITY
STATISTICAL REPORT FOR May 2024

SHIP CALLS:	YTD FY2024	YTD FY2023		May 2024	May 2023	
Cargo	319	334	-4.49%	42	38	10.53%
Layberth / Other	143	83	72.29%	14	14	0.00%
Cruise - Multi-Day	622.0	626.5	-0.72%	69.0	75.5	-8.61%
Cruise - Gaming (Single Day)	378	359.0	5.29%	56	54.0	3.70%
TOTAL SHIP CALLS:	1,462.0	1,402.5	4.24%	181.0	181.5	-0.28%
SHIP DAYS ON BERTH:	3,573.5	3,348	6.74%	429.0	408	5.15%
CARGO TONNAGE (short tons):						
Aggregate	784,867	721,743	8.75%	111,221	115,906	-4.04%
Containers	1,703	9,282	-81.66%	89	188	-52.36%
Dry Bulk Cargo	735,590	684,065	7.53%	98,582	60,573	62.75%
Break Bulk Cargo	108,714	98,130	10.79%	10,594	3,186	232.53%
Lumber (338,905 1000'sBF / 484,153 1000'sBF)	508,356	727,730	-30.14%	54,360	59,742	-9.01%
Machinery, Equipment (W/M)	3,442	1,438	139.43%	336	206	62.98%
Petroleum & LNG	2,504,372	2,558,158	-2.10%	382,087	368,870	3.58%
TOTAL CARGO TONNAGE:	4,647,044	4,800,545	-3.20%	657,270	608,671	7.98%
Passenger Counts - Single Day/Gaming	88,239 378	94,608 359	-6.73%	12,670 56	13,000 54	-2.54%
CARGO REVENUE:	$ 9,920,052	$ 10,234,646	-3.07%	$ 1,217,798	$ 1,180,226	3.18%
LAYBERTH/OTHER REVENUE:	$ 1,187,651	$ 590,386	101.17%	$ 125,871	$ 77,651	62.10%
CRUISE - SINGLE DAY/GAMING REVENUE:	$ 828,493	$ 757,759	9.33%	$ 142,526	$ 104,371	36.56%
GRAND TOTAL SHIP CARGO / OTHER REVENUE:	$ 11,936,196	$ 11,582,790	3.05%	$ 1,486,194	$ 1,362,248	9.10%

	Units	TEU'S	Units	TEU'S		Units	TEU'S	Units	TEU'S	
CONTAINERS-# LOAD	123	146	478	565		6	12	24	24	
CONTAINERS-# EMP'Y	267	275	766	1999		0	0	24	94	

CANAVERAL PORT AUTHORITY
STATISTICAL REPORT FOR May 2024

* CRUISE PASSENGERS	YTD FY2024		YTD FY2023				May 2024		May 2023		
	* 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	1.0	-	-	100.00%		-	-	-	-	
Freedom - HP	292,969	43.0	346,360	55.0	-15.41%		47,813	7.0	40,613	6.0	17.73%
Glory - HP	60,622	9.0	-	-	100.00%		60,622	9.0	-	-	
Legend - POC	3	0.5	-	-	100.00%		-	-	-	-	
Liberty - HP	417,831	61.5	459,210	69.0	-9.01%		3,225	0.5	61,471	9.0	-94.75%
Magic - HP	-	-	225,380	28.5	-100.00%		-	-	11,955	1.5	-100.00%
Mardi Gras - HP	405,489	34.5	408,545	35.5	-0.75%		47,533	4.0	47,062	4.0	1.00%
Vista - HP	209,408	24.5	-	-	100.00%		35,276	4.0	-	-	
Aurora (CCL Affiliate) - POC	1,682	1.0	-	-	100.00%		-	-	-	-	
Costa Deliziosa (CCL Affiliate) - POC	-	-	1,643	1.0	-100.00%		-	-	-	-	
Nieuw Statendam (CCL Affiliate) - POC	-	-	2,236	1.0	-100.00%		-	-	-	-	
Queen Victoria (CCL Affiliate) - POC	1,816	1.0	-	-	100.00%		-	-	-	-	
Ventura (CCL Affiliate) - POC	2,851	1.0	2,391	1.0	19.24%		-	-	-	-	
Zaandam (CCL Affiliate) - POC	1,326	1.0	-	-	100.00%		-	-	-	-	
Zuiderdam (CCL Affiliate) - POC	1,835	1.0	-	-	100.00%		-	-	-	-	
Disney Cruise Lines			-	-							
Fantasy - HP	243,173	34.0	240,779	35.0	0.99%		27,439	4.0	28,017	4.0	-2.06%
Wish - HP	529,206	70.0	496,793	69.5	6.52%		67,221	9.0	64,899	9.5	3.58%
MSC Cruises											
Divina - HP	-	-	7,713	2.0	-100.00%		-	-	-	-	
Meraviglia - HP & POC	83,282	19.0	313,187	43.5	-73.41%		8,905	2.0	17,483	4.0	-49.06%
Seashore - HP	360,262	36.5	-	-	100.00%		38,614	4.0	-	-	100.00%
Seaside - HP	89,366	11.0	79,348	9.5	12.63%		-	-	50,706	6.0	-100.00%
Explora I (MSC Affiliate) - POC	142	1.0	-	-	100.00%		-	-	-	-	
Norwegian Cruise Lines											
Epic - HP	152,528	17.0	-	-	100.00%		-	-	-	-	
Escape - POC	193,885	20.0	197,609	21.0	-1.88%		-	-	-	-	
Gem - POC	-	-	4,050	2.0	-100.00%		-	-	-	-	
Getaway - HP & POC	-	-	131,750	22.5	-100.00%		-	-	34,483	4.0	-100.00%
Jade - POC	37,530	7.5	-	-	100.00%		25,267	5.0	-	-	100.00%
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%		-	-	-	-	
Seven Seas Navigator (NCL Affiliate) - POC	-	-	464	1.0	-100.00%		-	-	464	1.0	-100.00%
Vista (NCL Affiliate) - POC	1,126	1.0	-	-	100.00%		-	-	-	-	
Other Cruise Lines - POC											
American Glory - POC	56	1.5	-	-	100.00%		-	-	-	-	
Borealis - POC	938	1.0	-	-	100.00%		-	-	-	-	
Royal Caribbean Int'l											
Adventure of the Sea - HP	211,223	29.0	-	-	100.00%		29,980	4.0	-	-	100.00%
Allure of the Seas - HP	766,726	62.0	-	-	100.00%		114,666	9.5	-	-	100.00%
Anthem of the Seas - POC	89,647	19.0	87,462	19.0	2.50%		-	-	-	-	
Enchantment of the Seas - HP	-	-	35,035	15.5	-100.00%		-	-	-	-	
Harmony of the Seas - HP	-	-	62,579	5.5	-100.00%		-	-	-	-	
Independence of the Seas - POC	66,942	8.0	499,476	58.0	-86.60%		-	-	80,577	9.0	-100.00%
Jewel of the Sea - HP	-	-	118,086	26.5	-100.00%		-	-	-	-	
Mariner of the Seas - HP	321,105	43.0	307,855	43.0	4.30%		3,813	0.5	36,857	5.0	-89.65%
Oasis of the Seas - HP	24,903	4.0	42,086	7.5	-40.83%		-	-	19,088	3.5	-100.00%
Symphony of the Seas - POC	12,609	2.5	-	-	100.00%		12,609	2.5	-	-	100.00%
Vison of the Seas - POC	27,851	13.5	-	-	100.00%		-	-	-	-	
Wonder of the Seas - HP	465,188	35.0	385,673	31.0	20.62%		53,970	4.0	52,568	4.0	2.67%
TUI Cruises											
Marella Discovery - HP & POC	16,034	5.0	14,387	5.0	100.00%		-	-	14,387	5.0	-100.00%
Mein Schiff 1 (RCI Affiliate) - POC	-	-	4,806	2.0	-100.00%		-	-	-	-	
Mein Schiff 6 (RCI Affiliate) - POC	5,121	2.0	-	-	100.00%		-	-	-	-	
TOTAL MULTI-DAY PASSENGERS:	5,096,463	622.0	4,576,494	626.5	11.36%		576,953	69.0	560,630	75.5	2.91%
TOTAL MULTI-DAY CRUISE REVENUE:	$ 104,593,182		$ 109,553,058		-4.53%		$ 12,221,482		$ 13,182,912		-7.29%
GRAND TOTAL SHIP CARGO/CRUISE/GAMING REVENUE:	$ 116,529,378		$ 121,135,848		-3.80%		$ 13,707,676		$ 14,545,160		-5.76%

CANAVERAL
PORT AUTHORITY

INTERNAL MEMORANDUM

TO: Commissioners of Canaveral Port Authority
John Murray, CEO

FROM: Diana Mims-Reid, Controller DMR

DATE: June 14, 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 99.6% with balances in less than 30 days. We are working with all others to bring accounts current.

Attached is the aging report as of June 14, 2024. The Current accounts are 99.6% of total Accounts Receivable of $8,615,099.29. We will send any necessary notices.
The updated aging results will be provided at the meeting on June 26, 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** **6/14/2024**

Customer	0-30	31-60	61-90	90+	Total
A.R. Savage & Son LLC	$31,832.81	$0.00	$0.00	$0.00	$31,832.81
Ambassador Services International, LLC	$487,363.17	$0.00	$0.00	$0.00	$487,363.17
Ambassador Services, LLC	$154,097.97	$0.00	$0.00	$0.00	$154,097.97
Beyel Brothers, Inc.	$1,020.00	$0.00	$0.00	$0.00	$1,020.00
Canaveral Port Properties	$1,202.92	$0.00	$0.00	$0.00	$1,202.92
Carnival Cruise Line/Seabourn	$1,985,406.56	$0.00	$0.00	$0.00	$1,985,406.56
Fillette Green Shipping Services (USA) Corp	$64,362.57	$0.00	$0.00	$0.00	$64,362.57
GAC Shipping (USA) Inc	$30,159.68	$0.00	$0.00	$0.00	$30,159.68
Glover Oil Co.	$103.96	$0.00	$0.00	$0.00	$103.96
GOV CBP Cape Canaveral, LLC	$7,273.78	$0.00	$0.00	$0.00	$7,273.78
GT USA LLC	$7,599.01	$0.00	$0.00	$0.00	$7,599.01
Host Agency	$7,264.04	$0.00	$0.00	$0.00	$7,264.04
Inchcape Shipping Service	$91,437.18	$0.00	$0.00	$0.00	$91,437.18
Let's Make It Saucy	$133.75	$0.00	$0.00	$0.00	$133.75
Magical Cruise Company dba DCL Port Facilities, LLC	$1,115,351.51	$0.00	$9.52	$0.00	$1,115,361.03
Marine Towing of Port Canaveral, LLC	$1,788.53	$0.00	$0.00	$0.00	$1,788.53
MLSBC Cruises Ltd Cape Canaveral	$1,241,665.01	$0.00	$0.00	$0.00	$1,241,665.01
Moran Gulf Shipping	$48,125.03	$0.00	$0.00	$0.00	$48,125.03
Norton Lilly International	$75,016.16	$0.00	$0.00	$0.00	$75,016.16
Norwegian Cruise Line	$72,314.80	$0.00	$0.00	$0.00	$72,314.80
Polaris New Energy LLC	$15,770.92	$0.00	$0.00	$0.00	$15,770.92
Royal Caribbean Group	$2,589,754.98	$0.00	$0.00	$0.00	$2,589,754.98
Seven Seas Academy	$26,619.30	$9,492.82	$0.00	$0.00	$36,112.12
Sims Crane & Equipment Co., Inc.	$680.00	$0.00	$0.00	$0.00	$680.00
Sizzlin Smoke	$133.75	$0.00	$0.00	$0.00	$133.75
Smith & Associates Enterprises, Inc.	$3,023.47	$0.00	$0.00	$0.00	$3,023.47
SpaceX	$159,816.04	$28,000.00	$0.00	$0.00	$187,816.04
SSI Lubricants, LLC (dba) SSI Petroleum	$210.24	$0.00	$0.00	$0.00	$210.24
Superior Marine and Boatyard Inc. & Beyel Brothers, Inc.	$133.38	$0.00	$0.00	$0.00	$133.38
TransMontaigne Terminals LLC	$89,484.85	$0.00	$0.00	$0.00	$89,484.85
Tropic Oil Co	$5,394.10	$0.00	$0.00	$0.00	$5,394.10
Valls Shipping Company	$41,332.99	$0.00	$0.00	$0.00	$41,332.99
Victory Casino Cruise	$67,342.25	$0.00	$0.00	$0.00	$67,342.25
Vitol Inc / Seaport Canaveral Corp.	$151,130.32	$0.00	$0.00	$0.00	$151,130.32
Waters Edge Bait and Tackle	$3,251.92	$0.00	$0.00	$0.00	$3,251.92
	$ 8,577,596.95	**$ 37,492.82**	**$ 9.52**	**$ -**	**$ 8,615,099.29**
	99.6%	0.4%	0.0%	0.0%	100%

Canaveral Port Authority
CPA List of Bills
May 1, 2024 - May 31, 2024

Date	Document Number	Type	Name	Amount
5/2/2024	155854	Bill Payment	EPI Construction Inc	($4,817.86)
5/2/2024	155855	Bill Payment	Sun N Sand Accessories	($2,259.85)
5/2/2024	155856	Bill Payment	ADP LLC	($7,011.13)
5/2/2024	155857	Bill Payment	Merritt Department Store	($265.50)
5/2/2024	155858	Bill Payment	Morse Communications Inc	($1,707.87)
5/2/2024	155859	Bill Payment	NIGP	($480.00)
5/2/2024	155860	Bill Payment	Preferred Commercial & Industrial Services LLC	($12,275.00)
5/2/2024	155861	Bill Payment	Cocoa Ford	($1,158.93)
5/2/2024	155862	Bill Payment	The Vernon Company	($2,423.12)
5/2/2024	155863	Bill Payment	Johnstone Supply	($2,458.03)
5/2/2024	155864	Bill Payment	Stromire Bistline Miniclier	($3,625.00)
5/2/2024	155865	Bill Payment	US Customs and Border Protection	($93,663.05)
5/2/2024	155866	Bill Payment	Boulevard Tire Center	($897.66)
5/2/2024	155867	Bill Payment	Overhead Door of America	($10,499.00)
5/2/2024	155868	Bill Payment	Color Card Administrator Corp	($37.48)
5/2/2024	155869	Bill Payment	Quadient Inc	($1,656.84)
5/2/2024	155870	Bill Payment	Luxiny Products LLC	($726.00)
5/2/2024	155871	Bill Payment	National Hospitality Supply Inc	($88.75)
5/2/2024	155872	Bill Payment	Fastenal	($4,402.53)
5/2/2024	155873	Bill Payment	Trane U.S. Inc	($881.60)
5/2/2024	155874	Bill Payment	RSM US LLP	($44,625.00)
5/2/2024	155875	Bill Payment	Palmer, Randall A	($451.50)
5/2/2024	155876	Bill Payment	Flags Unlimited Inc	($2,182.40)
5/2/2024	155877	Bill Payment	Imperial Towing of Brevard LLC	($120.00)
5/2/2024	155878	Bill Payment	888 Transportation LLC	($7,200.00)
5/2/2024	155879	Bill Payment	The SF Travis Co Inc	($27.74)
5/2/2024	155880	Bill Payment	Howard , Robert	($220.00)
5/2/2024	155881	Bill Payment	Brevard County Sheriffs Office	($33,698.75)
5/2/2024	155882	Bill Payment	Reyes , Ricardo	($200.00)
5/2/2024	155883	Bill Payment	Raybro Electric Supplies	($10,075.68)
5/2/2024	155884	Bill Payment	Jaco of America	($1,019.69)
5/2/2024	155885	Bill Payment	Sick Inc	($4,369.55)
5/2/2024	155886	Bill Payment	Aon Consulting Inc	($4,708.00)
5/2/2024	155887	Bill Payment	Advance Auto Parts	($1,552.98)
5/2/2024	155888	Bill Payment	American Guard Services Inc	($6,236.61)
5/2/2024	155889	Bill Payment	GO Signs	($1,273.00)
5/2/2024	155890	Bill Payment	UniFirst Corporation	($1,186.35)
5/2/2024	155891	Bill Payment	PPG Architectural Finishes Inc	($2,153.22)
5/2/2024	155892	Bill Payment	Bond Plumbing Supply Inc	($85.61)
5/2/2024	155893	Bill Payment	Kool Breeze Ice Co	($381.00)
5/2/2024	155894	Bill Payment	Campbell's Air Conditioning LLC	($4,200.00)
5/2/2024	155895	Bill Payment	Home Depot (Store)	($1,604.88)
5/2/2024	155896	Bill Payment	BTM Coaches Inc	($32,644.87)
5/2/2024	155897	Bill Payment	DynaFire LLC	($5,248.58)
5/2/2024	155898	Bill Payment	Stromquist, Kyle	($80.00)
5/2/2024	155899	Bill Payment	Glover Oil Co Inc	($4,843.46)
5/2/2024	155900	Bill Payment	Safety Shoe Distributors LLC	($574.64)
5/2/2024	155901	Bill Payment	Flash Parking Inc	($15,011.00)
5/2/2024	155902	Bill Payment	TPH Holdings LLC dba The Parts House	($209.24)
5/2/2024	155903	Bill Payment	Amerigas	($779.32)
5/2/2024	155904	Bill Payment	The Sherwin Williams Company	($593.22)
5/2/2024	155905	Bill Payment	All-Rite Fence Services Inc	($3,262.21)
5/2/2024	155906	Bill Payment	Pirtek Space Coast	($36.99)
5/2/2024	155907	Bill Payment	Ace Hardware of Cape Canaveral	($293.27)
5/2/2024	155908	Bill Payment	Newell, Allie	($86.00)

5/2/2024	155909	Bill Payment	Genserve LLC	($5,140.09)
5/2/2024	155910	Bill Payment	NAPA Auto Parts	($602.92)
5/2/2024	155911	Bill Payment	Schindler Elevator Corporation	($128,906.30)
5/2/2024	155912	Bill Payment	United Rentals (North America) Inc	($53,359.49)
5/2/2024	155913	Bill Payment	A Greener Side by Boss Landscaping Inc	($9,246.00)
5/2/2024	155914	Bill Payment	Tint by Tate LLC	($864.00)
5/2/2024	155915	Bill Payment	Motor City Restyling	($6,000.00)
5/2/2024	155916	Bill Payment	IM Solutions Inc	($78,224.67)
5/2/2024	155917	Bill Payment	Iron Mountain Records Management	($856.17)
5/2/2024	155918	Bill Payment	Florida High Speed Internet	($1,250.00)
5/2/2024	155919	Bill Payment	Uline Inc	($2,471.34)
5/2/2024	155920	Bill Payment	Gexpro	($281.50)
5/2/2024	155921	Bill Payment	Grainger Industrial Supply	($3,362.43)
5/2/2024	155922	Bill Payment	Thaxton, Craig	($5,170.00)
5/2/2024	155923	Bill Payment	Kings III Emergency Communications	($259.19)
5/2/2024	155924	Bill Payment	Power & Systems Innovations	($168.00)
5/2/2024	155925	Bill Payment	Southeast Services of CFL Inc	($80,669.65)
5/2/2024	155926	Bill Payment	DEX Imaging LLC	($725.65)
5/2/2024	155927	Bill Payment	HUB Parking Technology USA Inc	($820.00)
5/2/2024	155928	Bill Payment	Your Laundry Butler	($1,970.69)
5/2/2024	155929	Bill Payment	Humana Insurance Company	($1,593.09)
5/2/2024	155930	Bill Payment	Central Hydraulics & Equipment Inc	($537.83)
5/2/2024	155931	Bill Payment	Boggs Fire Equipment Inc	($54.60)
5/2/2024	155932	Bill Payment	American Business Interiors	($489.50)
5/2/2024	155933	Bill Payment	Ace Luxury Transportation	($324.74)
5/3/2024	155934	Bill Payment	Florida Power & Light Co	($188,775.01)
5/3/2024	155935	Bill Payment	Aflac Group	($2,315.36)
5/3/2024	155936	Bill Payment	PFM Asset Management LLC	($2,791.56)
5/3/2024	155937	Bill Payment	Overhead Door of America	($4,875.00)
5/3/2024	155938	Bill Payment	Linden, Steve	($156.51)
5/3/2024	155939	Bill Payment	AT&T	($1,528.17)
5/3/2024	155940	Bill Payment	Waste Pro of Florida	($456.45)
5/3/2024	155941	Bill Payment	FedEx	($24.75)
5/3/2024	155942	Bill Payment	Bergeron , Peter	($963.50)
5/3/2024	155943	Bill Payment	Lauretta, Shelly	($24.69)
5/3/2024	155944	Bill Payment	Allender , Jerry	($136.68)
5/3/2024	155945	Bill Payment	Markey, Kevin P	($89.91)
5/3/2024	155946	Bill Payment	Loyd , Micah	($1,508.47)
5/3/2024	155947	Bill Payment	Van Volkenburgh, Robert (Fritz)	($1,394.23)
5/3/2024	155948	Bill Payment	Ford & Harrison LLP	($3,360.00)
5/3/2024	155949	Bill Payment	Pannin, Kirill	($1,800.00)
5/3/2024	155950	Bill Payment	Poole, Michael	($68.81)
5/3/2024	155951	Bill Payment	Byrd, Dawn	($1,524.46)
5/3/2024	155952	Bill Payment	Hoffmann, Michael	($596.57)
5/3/2024	155953	Bill Payment	Canaveral Fire Rescue	($24,087.11)
5/3/2024	155954	Bill Payment	PCMTA	($28,688.94)
5/3/2024	155955	Bill Payment	Crowe, Bill	($64.99)
5/3/2024	155956	Bill Payment	Reyes, Fernando	($494.99)
5/3/2024	155957	Bill Payment	Gonzalez , Dennis	($439.91)
5/3/2024	155958	Bill Payment	Feeley, Shannon	($963.93)
5/3/2024	155959	Bill Payment	Cruise Line International Assoc	($20,000.00)
5/3/2024	155960	Bill Payment	Hernandez , Mauricio	($500.00)
5/3/2024	155961	Bill Payment	Bostel, Nathen	($1,437.00)
5/3/2024	155962	Bill Payment	McGough, Delaney	($316.16)
5/3/2024	155963	Bill Payment	Construction Engineering Group	($3,854.00)
5/3/2024	155964	Bill Payment	Rinker Materials	($16,676.00)
5/3/2024	155965	Bill Payment	AtkinsRealis USA Inc	($25,925.46)
5/3/2024	155966	Bill Payment	Finfrock Industries Inc	($1,465,075.00)
5/3/2024	155967	Bill Payment	Concrete Impressions of Florida Inc	($144,180.00)
5/3/2024	155968	Bill Payment	Ivey's Construction Inc	($143,629.88)
5/3/2024	155969	Bill Payment	World Electric Supply Inc	($24,535.94)
5/3/2024	155970	Bill Payment	Canaveral Construction Co Inc	($5,343.75)
5/3/2024	155971	Bill Payment	Van Matre , Jon	($168.21)

5/3/2024	155972	Bill Payment	Concrete Impressions of Florida Inc	($269,730.00)
5/3/2024	155973	Bill Payment	Trane U.S. Inc	($173,545.80)
5/3/2024	155974	Bill Payment	RUSH Marine LLC	($192,157.22)
5/3/2024	155975	Bill Payment	RUSH Marine LLC	($163,316.25)
5/3/2024	155976	Bill Payment	Waste Pro of Florida	($11,354.62)
5/8/2024	155977	Bill Payment	Ivey's Construction Inc	($3,056,839.25)
5/16/2024	155978	Bill Payment	Brevard County Sheriffs Office	($691,078.00)
5/16/2024	155979	Bill Payment	Bluepoints Marina at Port Canaveral	($758.64)
5/16/2024	155980	Bill Payment	Canaveral Fire Rescue	($14,229.08)
5/16/2024	155981	Bill Payment	Canaveral Fire Rescue	($223,927.50)
5/16/2024	155982	Bill Payment	PCMTA	($10,833.33)
5/16/2024	155983	Bill Payment	Leland's Tree Service Inc	($3,200.00)
5/16/2024	155984	Bill Payment	Premier Magnesia LLC	($4,955.54)
5/16/2024	155985	Bill Payment	Bucks Unlimited	($82.16)
5/16/2024	155986	Bill Payment	Marie's Coffee Service	($239.00)
5/16/2024	155987	Bill Payment	Brevard County Sheriffs Office	($33,801.50)
5/16/2024	155988	Bill Payment	Goodson Paving Inc	($8,902.50)
5/16/2024	155989	Bill Payment	ADP LLC	($6,670.13)
5/16/2024	155990	Bill Payment	ESRI INC	($1,100.00)
5/16/2024	155991	Bill Payment	Gallagher Benefit Services Inc	($12,083.33)
5/16/2024	155992	Bill Payment	Applicant Insight Inc	($233.25)
5/16/2024	155993	Bill Payment	Brevard Achievement Center Enterprises LLC	($254,949.16)
5/16/2024	155994	Bill Payment	Keep Brevard Beautiful	($3,544.38)
5/16/2024	155995	Bill Payment	Harbour Mastery Inc	($2,800.00)
5/16/2024	155996	Bill Payment	Nationwide	($666.06)
5/16/2024	155997	Bill Payment	Flash Parking Inc	($447,162.55)
5/16/2024	155998	Bill Payment	SilverTech Inc	($2,250.00)
5/16/2024	155999	Bill Payment	American Association of Notaries Inc	($108.90)
5/16/2024	156000	Bill Payment	ADM II Exhibits & Displays Inc	($5,710.50)
5/16/2024	156001	Bill Payment	DEX Imaging LLC	($617.73)
5/16/2024	156002	Bill Payment	Florida Bulb and Ballast	($2,793.75)
5/16/2024	156003	Bill Payment	Quadient Inc	($263.34)
5/16/2024	156004	Bill Payment	Environmental Research & Design Inc	($4,730.81)
5/16/2024	156005	Bill Payment	Morse Communications Inc	($7,466.58)
5/16/2024	156006	Bill Payment	Dana Safety Supply Inc	($813.74)
5/16/2024	156007	Bill Payment	Interbay Coatings Inc	($3,630.00)
5/16/2024	156008	Bill Payment	Quench USA Inc	($100.00)
5/16/2024	156009	Bill Payment	GreatAmerica Financial Services Corporation	($1,998.93)
5/16/2024	156010	Bill Payment	A1A Lawnmowers Inc	($21.50)
5/16/2024	156011	Bill Payment	Jones Walker LLP	($13,000.00)
5/16/2024	156012	Bill Payment	Gulf Coast Panama Jack	($288.00)
5/16/2024	156013	Bill Payment	Alerion Door & Glass Inc	($1,076.90)
5/16/2024	156014	Bill Payment	Mathis, Clyde	($110.54)
5/16/2024	156015	Bill Payment	Kool Breeze Ice Co	($286.50)
5/16/2024	156016	Bill Payment	Luensmann , Diane	($958.89)
5/16/2024	156017	Bill Payment	German, David	($106.21)
5/16/2024	156018	Bill Payment	Cameron , Bruce	($105.18)
5/16/2024	156019	Bill Payment	Brevard Achievement Center Enterprises LLC	($246,724.98)
5/16/2024	156020	Bill Payment	Self, Thomas D	($152.07)
5/16/2024	156021	Bill Payment	X-Treme Enterprises LLC	($25.00)
5/16/2024	156022	Bill Payment	Schindler Elevator Corporation	($16,539.00)
5/16/2024	156023	Bill Payment	Bobbs Fire Equipment Inc	($860.00)
5/16/2024	156024	Bill Payment	ABC Home And Commercial Services	($2,100.67)
5/16/2024	156025	Bill Payment	NAPA Auto Parts	($353.75)
5/16/2024	156026	Bill Payment	Rockledge Winsupply Inc	($2,840.71)
5/16/2024	156027	Bill Payment	Safety Products Inc	($1,727.20)
5/16/2024	156028	Bill Payment	Anderson Rentals Inc	($1,093.25)
5/16/2024	156029	Bill Payment	PPG Architectural Finishes Inc	($738.59)
5/16/2024	156030	Bill Payment	Cocoa Ford	($1,313.47)
5/16/2024	156031	Bill Payment	888 Transportation LLC	($35,275.00)
5/16/2024	156032	Bill Payment	BTM Coaches Inc	($84,200.10)
5/16/2024	156033	Bill Payment	Gannett Florida LocaliQ	($1,332.08)
5/16/2024	156034	Bill Payment	Parrish Medical Center	($100.00)

5/16/2024	156035	Bill Payment	Grainger Industrial Supply	($524.35)
5/16/2024	156036	Bill Payment	Stromquist, Kyle	($420.00)
5/16/2024	156037	Bill Payment	Dalrymple, Dylan	($631.50)
5/16/2024	156038	Bill Payment	Staples Inc	($582.03)
5/16/2024	156039	Bill Payment	Raybro Electric Supplies	($7,894.71)
5/16/2024	156040	Bill Payment	Sboto, Sean M	($193.50)
5/16/2024	156041	Bill Payment	The Vernon Company	($1,972.22)
5/16/2024	156042	Bill Payment	American Guard Services Inc	($16,312.17)
5/16/2024	156043	Bill Payment	TPH Holdings LLC dba The Parts House	($157.32)
5/16/2024	156044	Bill Payment	Trane U.S. Inc	($42,816.80)
5/16/2024	156045	Bill Payment	Central Hydraulics & Equipment Inc	($320.04)
5/16/2024	156046	Bill Payment	Kennedy, Jason	($129.00)
5/16/2024	156047	Bill Payment	UniFirst Corporation	($1,206.21)
5/16/2024	156048	Bill Payment	Reynolds, Michael E	($120.00)
5/16/2024	156049	Bill Payment	Mercury Hydraulics LLC	($465.43)
5/16/2024	156050	Bill Payment	Crowe, Bill	($538.44)
5/16/2024	156051	Bill Payment	Newell, Allie	($258.00)
5/16/2024	156052	Bill Payment	FedEx	($77.18)
5/16/2024	156053	Bill Payment	Carroll , Brian	($321.68)
5/16/2024	156054	Bill Payment	Murphy, Noah	($240.00)
5/16/2024	156055	Bill Payment	Uline Inc	($751.40)
5/16/2024	156056	Bill Payment	Certified Network Professionals Inc	($20,909.95)
5/16/2024	156057	Bill Payment	Cornelius , Samantha	($202.03)
5/16/2024	156058	Bill Payment	United Parcel Service	($19.34)
5/16/2024	156059	Bill Payment	Lum, Ken	($192.22)
5/16/2024	156060	Bill Payment	Advance Auto Parts	($474.62)
5/16/2024	156061	Bill Payment	Johnstone Supply	($5,190.47)
5/16/2024	156062	Bill Payment	Imperial Towing of Brevard LLC	($60.00)
5/16/2024	156063	Bill Payment	MedFast Urgent Care Centers LLC	($1,830.00)
5/16/2024	156064	Bill Payment	DynaFire LLC	($2,411.23)
5/16/2024	156065	Bill Payment	Hershey's Ice Cream	($49.68)
5/16/2024	156066	Bill Payment	Ace Hardware of Cape Canaveral	($3,239.27)
5/16/2024	156067	Bill Payment	Jean, Jean-Claude	($479.97)
5/16/2024	156068	Bill Payment	Millennium Group USA, Inc	($454.91)
5/16/2024	156069	Bill Payment	VIA Transportation, Inc	($924.89)
5/16/2024	156070	Bill Payment	Lowdermilk, Thomas	($489.98)
5/16/2024	156071	Bill Payment	Kight, Chay A	($479.97)
5/16/2024	156072	Bill Payment	SB&B Transportation LLC	($484.97)
5/16/2024	156073	Bill Payment	Cool Limo	($954.97)
5/16/2024	156074	Bill Payment	Espinal, Franklin	($489.98)
5/16/2024	156075	Bill Payment	Amazon Business	($688.28)
5/16/2024	156076	Bill Payment	Glover Oil Co Inc	($5,081.92)
5/16/2024	156077	Bill Payment	Long , Narissa	($1,148.06)
5/16/2024	156078	Bill Payment	Lisa Cullen Tax Collector	($10,964.43)
5/16/2024	156079	Bill Payment	Village Flooring Plus LLC	($5,819.73)
5/16/2024	156080	Bill Payment	Amerigas	($514.03)
5/16/2024	156081	Bill Payment	Amazon Business	($501.70)
5/16/2024	156082	Bill Payment	SESCO Lighting Inc	($1,350.00)
5/16/2024	156083	Bill Payment	American Guard Services Inc	($4,525.92)
5/16/2024	156084	Bill Payment	Jacobs Engineering Group Inc	($343,486.68)
5/16/2024	156085	Bill Payment	MelD Studio Architecture LLC	($9,375.00)
5/16/2024	156086	Bill Payment	US Customs and Border Protection	($63,081.93)
5/16/2024	156087	Bill Payment	Whipps Inc	($72,423.00)
5/16/2024	156088	Bill Payment	Lauretano Sign Group Inc	($17,752.92)
5/16/2024	156089	Bill Payment	Cemex Construction Materials LLC	($6,339.71)
5/16/2024	156090	Bill Payment	LTG Inc	($3,567.50)
5/16/2024	156091	Bill Payment	Standard Concrete Products inc	($41,287.50)
5/16/2024	156092	Bill Payment	J D Fields and Company Inc	($703,200.93)
5/16/2024	156093	Bill Payment	Concrete Impressions of Florida Inc	($228,654.00)
5/16/2024	156094	Bill Payment	Skyline Steel LLC	($57,073.95)
5/17/2024	156095	Bill Payment	Boulevard Contractors Corp	($138,543.93)
5/17/2024	156096	Bill Payment	RUSH Marine LLC	($451,383.61)
5/17/2024	156097	Bill Payment	IMS Contracting Inc	($651,209.80)

5/17/2024	156098	Bill Payment	Ivey's Construction Inc	($87,807.78)
5/17/2024	156099	Bill Payment	Orlando Transportation & Tours	($2,500.00)
5/17/2024	156100	Bill Payment	Waste Pro of Florida	($2,148.96)
5/17/2024	156101	Bill Payment	AT&T	($9,979.05)
5/17/2024	156102	Bill Payment	City of Cocoa	($100,709.48)
5/28/2024	156103	Bill Payment	Brevard County Sheriffs Office	($40.00)
5/29/2024	156104	Bill Payment	Digital Media Innovations LLC	($792.50)
5/29/2024	156105	Bill Payment	National Defense Transportation Assoc	($1,000.00)
5/29/2024	156106	Bill Payment	Facilities Management Express LLC	($6,077.53)
5/29/2024	156107	Bill Payment	Power & Systems Innovations	($11,552.16)
5/29/2024	156108	Bill Payment	Florida Hospitality Industry Association	($3,000.00)
5/29/2024	156109	Bill Payment	Carnival Cruise Lines	($1,043,103.18)
5/29/2024	156110	Bill Payment	Olsen Associates Inc	($5,766.68)
5/29/2024	156111	Bill Payment	Brevard County BOCC	($800.00)
5/29/2024	156112	Bill Payment	Jaco of America	($108.41)
5/29/2024	156113	Bill Payment	Environmental Research & Design Inc	($4,730.81)
5/29/2024	156114	Bill Payment	Graybar Electric Co Inc	($26.81)
5/29/2024	156115	Bill Payment	Kelly Ford Inc	($9,979.95)
5/29/2024	156116	Bill Payment	Gray Robinson PA	($7,333.33)
5/29/2024	156117	Bill Payment	Cope, Greg	($200.00)
5/29/2024	156118	Bill Payment	Holley, Mark	($129.00)
5/29/2024	156119	Bill Payment	Sboto, Sean M	($120.00)
5/29/2024	156120	Bill Payment	James Taylor Lewis , Zachari	($172.00)
5/29/2024	156121	Bill Payment	Markley, Steven C	($215.00)
5/29/2024	156122	Bill Payment	Stromquist, Kyle	($160.00)
5/29/2024	156123	Bill Payment	Justice , Wayne	($202.47)
5/29/2024	156124	Bill Payment	Southern Lock & Supply	($1,485.63)
5/29/2024	156125	Bill Payment	Sea Turtle Preservation Society	($3,000.00)
5/29/2024	156126	Bill Payment	Cypress Mulch, Fence & Sod Inc	($525.00)
5/29/2024	156127	Bill Payment	PFM Financial Advisors LLC	($2,300.00)
5/29/2024	156128	Bill Payment	East Coast Fence & Guardrail of Brev	($3,886.69)
5/29/2024	156129	Bill Payment	Kings III Emergency Communications	($259.19)
5/29/2024	156130	Bill Payment	GateKeeper Systems Inc	($12,756.25)
5/29/2024	156131	Bill Payment	Carolina Filters Inc	($405.20)
5/29/2024	156132	Bill Payment	Duval Ford	($53,343.52)
5/29/2024	156133	Bill Payment	Cody Talbert Distribution	($1,366.35)
5/29/2024	156134	Bill Payment	CCP Industries Inc	($81.61)
5/29/2024	156135	Bill Payment	Flanders Electric Motor Service LLC	($6,005.32)
5/29/2024	156136	Bill Payment	Holmes, James	($279.66)
5/29/2024	156137	Bill Payment	Colmenares, Roldan	($169.49)
5/29/2024	156138	Bill Payment	Safety Shoe Distributors LLC	($382.02)
5/29/2024	156139	Bill Payment	Stromire Bistline Miniclier	($3,100.00)
5/29/2024	156140	Bill Payment	Ford & Harrison LLP	($288.00)
5/29/2024	156141	Bill Payment	GT USA LLC	($49,924.98)
5/29/2024	156142	Bill Payment	Grove Scientific & Engineering	($5,000.00)
5/29/2024	156143	Bill Payment	IM Solutions Inc	($14,468.20)
5/29/2024	156144	Bill Payment	Allied Door & Hardware Co Inc	($25,839.44)
5/29/2024	156145	Bill Payment	FedEx	($43.58)
5/29/2024	156146	Bill Payment	Motor City Restyling	($215.00)
5/29/2024	156147	Bill Payment	Experian Information Solutions Inc	($400.00)
5/29/2024	156148	Bill Payment	Premier Engineering Group LLC	($12,330.00)
5/29/2024	156149	Bill Payment	Daikin Applied	($12,749.00)
5/29/2024	156150	Bill Payment	Humana Insurance Company	($1,593.09)
5/29/2024	156151	Bill Payment	United Parcel Service	($19.30)
5/29/2024	156152	Bill Payment	American Solutions for Business	($1,164.00)
5/29/2024	156153	Bill Payment	Quench USA Inc	($245.30)
5/29/2024	156154	Bill Payment	HERC Rentals Inc	($32,802.10)
5/29/2024	156155	Bill Payment	CCP Industries Inc	($634.00)
5/29/2024	156156	Bill Payment	Schindler Elevator Corporation	($1,247.03)
5/29/2024	156157	Bill Payment	Ring Power Corporation	($63,320.26)
5/29/2024	156158	Bill Payment	Engraving Etc	($53.43)
5/29/2024	156159	Bill Payment	Village Flooring Plus LLC	($2,660.36)
5/29/2024	156160	Bill Payment	Cocoa Ford	($12,713.67)

5/29/2024	156161	Bill Payment	IHS Global Inc	($6,678.47)
5/29/2024	156162	Bill Payment	Florida Bulb and Ballast	($834.50)
5/29/2024	156163	Bill Payment	The Sherwin Williams Company	($199.19)
5/29/2024	156164	Bill Payment	DynaFire LLC	($17,636.97)
5/29/2024	156165	Bill Payment	City Electric (WTP)	($6,408.12)
5/29/2024	156166	Bill Payment	X-Treme Enterprises LLC	($5,488.00)
5/29/2024	156167	Bill Payment	Hershey's Ice Cream	($849.12)
5/29/2024	156168	Bill Payment	DEX Imaging LLC	($815.83)
5/29/2024	156169	Bill Payment	Boggs Fire Equipment Inc	($162.66)
5/29/2024	156170	Bill Payment	Home Depot (Store)	($1,621.32)
5/29/2024	156171	Bill Payment	Grainger Industrial Supply	($530.26)
5/29/2024	156172	Bill Payment	TPH Holdings LLC dba The Parts House	($2,408.80)
5/29/2024	156173	Bill Payment	BTM Coaches Inc	($61,541.30)
5/29/2024	156174	Bill Payment	Advance Auto Parts	($216.94)
5/29/2024	156175	Bill Payment	Brevard County Sheriffs Office	($33,043.75)
5/29/2024	156176	Bill Payment	Ace Hardware of Cape Canaveral	($6,742.70)
5/29/2024	156177	Bill Payment	Glover Oil Co Inc	($14,544.22)
5/29/2024	156178	Bill Payment	Morse Communications Inc	($143,852.59)
5/29/2024	156179	Bill Payment	Liebherr USA Co	($1,531.20)
5/29/2024	156180	Bill Payment	Fastenal	($3,735.90)
5/29/2024	156181	Bill Payment	Trane U.S. Inc	($28,183.60)
5/29/2024	156182	Bill Payment	Amazon Business	($236.85)
5/29/2024	156183	Bill Payment	ABC Home And Commercial Services	($125.00)
5/29/2024	156184	Bill Payment	Raybro Electric Supplies	($14,717.21)
5/29/2024	156185	Bill Payment	Kool Breeze Ice Co	($888.00)
5/29/2024	156186	Bill Payment	Johnstone Supply	($39.06)
5/29/2024	156187	Bill Payment	GO Signs	($720.00)
5/29/2024	156188	Bill Payment	UniFirst Corporation	($929.90)
5/29/2024	156189	Bill Payment	Uline Inc	($27,768.40)
5/29/2024	156190	Bill Payment	The Vernon Company	($2,485.91)
5/29/2024	156191	Bill Payment	Bucks Unlimited	($243.71)
5/29/2024	156192	Bill Payment	PPG Architectural Finishes Inc	($420.00)
5/29/2024	156193	Bill Payment	A1A Lawnmowers Inc	($63.90)
5/29/2024	156194	Bill Payment	Motor City Restyling	($215.00)
5/29/2024	156195	Bill Payment	Florida Coast Equipment	($2,234.64)
5/29/2024	156196	Bill Payment	R.E. Michel Company LLC	($1,127.93)
5/29/2024	156197	Bill Payment	Anderson Rentals Inc	($2,400.56)
5/29/2024	156198	Bill Payment	Your Laundry Butler	($2,201.26)
5/29/2024	156199	Bill Payment	CCP Industries Inc	($741.00)
5/29/2024	156200	Bill Payment	888 Transportation LLC	($11,000.00)
5/29/2024	156201	Bill Payment	Keep Brevard Beautiful	($5,000.00)
5/30/2024	156202	Bill Payment	Jacobs Engineering Group Inc	($42,856.00)
5/30/2024	156203	Bill Payment	Finfrock Industries Inc	($761,064.00)
5/30/2024	156204	Bill Payment	Florida Power & Light Co	($176,091.31)
5/30/2024	156205	Bill Payment	AT&T	($8,100.99)
5/30/2024	156206	Bill Payment	Amerigas	($5,964.55)
5/30/2024	156207	Bill Payment	BEA Architects Inc	($95,949.50)
5/30/2024	156208	Bill Payment	AtkinsRealis USA Inc	($15,587.78)
5/30/2024	156209	Bill Payment	Cornelius , Samantha	($362.40)
5/30/2024	156210	Bill Payment	State of FLA Dept of Mgmt Svcs	($3,668.35)
5/30/2024	156211	Bill Payment	Trelleborg Marine Systems North America Inc	($119,761.00)
5/30/2024	156212	Bill Payment	Florida Power & Light Co	($32,983.00)
5/30/2024	156213	Bill Payment	CROM LLC	($49,770.00)
5/30/2024	156214	Bill Payment	Worktango Inc	($533.15)
5/30/2024	156215	Bill Payment	Reynolds Smith and Hills Inc (RS&H)	($2,295.00)
5/30/2024	156216	Bill Payment	Ivey's Construction Inc	($2,078,514.05)
5/30/2024	156217	Bill Payment	Reynolds, Michael E	($408.50)
5/30/2024	156218	Bill Payment	James Taylor Lewis , Zachari	($220.00)
5/30/2024	156219	Bill Payment	Reyes , Ricardo	($160.00)
5/30/2024	156220	Bill Payment	RUSH Marine LLC	($121,988.30)
5/30/2024	156221	Bill Payment	Stromquist, Kyle	($160.00)
5/30/2024	156222	Bill Payment	Butler, Phillip L	($160.00)
5/30/2024	156223	Bill Payment	Dalrymple, Dylan	($160.00)

5/30/2024	156224	Bill Payment	Kennedy, Jason	($172.00)
5/3/2024	ACH#224124006	Bill Payment	The Lincoln National Life Insurance Co	($23,883.39)
5/7/2024	WT#2024050701	Bill Payment	Liebherr USA Co	($15,299.30)
5/7/2024	WT#2024050701	Bill Payment	ADELTE Ports & Maritime S L U	($35,675.00)
5/13/2024	WT#2024051301	Bill Payment	Arthur J Gallagher (UK) Limited	($10,000.00)
5/16/2024	ACH#224137004	Bill Payment	SunTrust Bank	($55,168.58)
5/17/2024	WT#2024051701	Bill Payment	FMT Sweden AB	($55,000.00)
5/17/2024	WT#2024051701	Bill Payment	ADELTE Ports & Maritime S L U	($820,569.00)
5/17/2024	WT#2024051701	Bill Payment	Orion Marine Construction Inc	($803,130.24)
5/22/2024	ACH#224142001	Bill Payment	CIGNA Health and Life Insurance	($393,681.41)
5/23/2024	ACH#224143014	Bill Payment	The Lincoln National Life Insurance Co	($24,445.52)
5/28/2024	WT#2024052800	Bill Payment	Arthur J Gallagher Risk Management Services LI	($3,705.67)
5/30/2024	WT#2024053001	Bill Payment	Liebherr USA Co	($2,037,937.25)
5/30/2024	WT#2024053001	Bill Payment	ADELTE Ports & Maritime S L U	($12,800.00)
5/30/2024	ACH#224150022	Bill Payment	Colonial Life & Accident Insurance	($66.00)
Total				**($21,652,494.07)**

Balanced to the GL & AP Register
Crystal Leffler 06/01/2024

06.01.2024

PAYROLL ACCOUNT
MAY 2024

05.03.2024	Net Payroll (AXW | WK - 18)	$	559,671.53
	FICA & Federal Taxes	$	195,009.19
	Third Party Payments made by ADP	$	2,061.36
05.14.2024	Net Payroll (AXW | WK - 20)	$	538,607.15
	FICA & Federal Taxes	$	186,964.00
	Third Party Payments made by ADP	$	2,205.46
05.17.2024	Net Payroll (AXW | WK - 20-VBB)	$	37,207.98
	FICA & Federal Taxes	$	11,532.42
	Third Party Payments made by ADP	$	-
05.31.2024	Net Payroll (AXW | WK - 22)	$	549,910.22
	FICA & Federal Taxes	$	189,620.68
	Third Party Payments made by ADP	$	1,979.72
	TOTAL:	***$***	***2,274,769.71***

Meeting Date

June 26, 2024

AGENDA ITEM REQUEST

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

Attachments:

June 2024 Capital Project Update.pdf

CAPITAL PROJECTS UPDATE

June 2024

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 in zones 24 to 26. The DB expects to complete the erection by mid July at 6W. Elevator installation, underground and above ground electrical and plumbing rough-in, caulking of joints, painting and fire standpipe installation continues. The data center CMU will be completed by mid June. In preparation for asphalt in August, the subbase and base will start during the last week of July.

Permanent power for 10E is expected by mid-June. As of mid-June, Finfrock completed the fabrication of the precast elements for CT10E. Contractor has completed up to Zone 8 by mid June with a day and a night shift. Elevator platform is complete and ready to receive the elevators by mid July. The DB continues with underground and above ground electrical and plumbing rough-in, caulking of joints and stone installation under the ramp.

The shop drawing for Canopies A, B, C and D are in progress and canopy E shop drawings are approved with steel being fabricated.

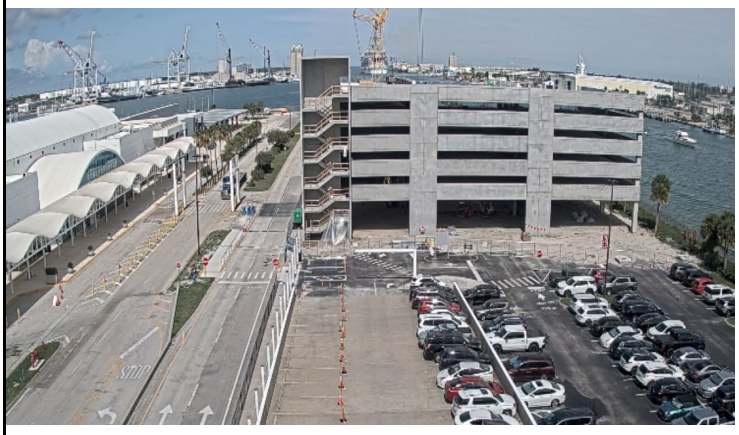
PROJECT: 1135-23058	DESIGN/BUILDER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Ivey's/Finfrock	Bermello Ajamil & Partners		TOTAL PROJECT BUDGET	$ 71,765,237
BUDGET				GRANT PROGRAM	N/A
ORIGINAL CONTRACT	$ 67,462,951	$ 50,000		GRANT AMOUNT	$ -
CHANGE ORDERS TO DATE	$ 3,606,435	$ 645,851		PORT FUNDS	$ 695,851
AMENDED CONTRACT	$ 71,069,386	$ 695,851	$ -	PENDING ITEMS	
PAID TO DATE	$ 42,071	$ 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

June 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	$ 441,756				
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

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

PHOTOS

CAPITAL PROJECTS UPDATE

June 2024

PROJECT: Modular Mobile Passenger Boarding Bridge (PBB)

DESCRIPTION:

Design, fabrication, installation, testing, training and commissioning of one modular mobile adjustable PBB that will be used to replace an existing PBB that is taken out of service for maintenance or repair at Cruise Terminals 1, 3,5, 6, 8, and 10.

PROJECT STATUS:

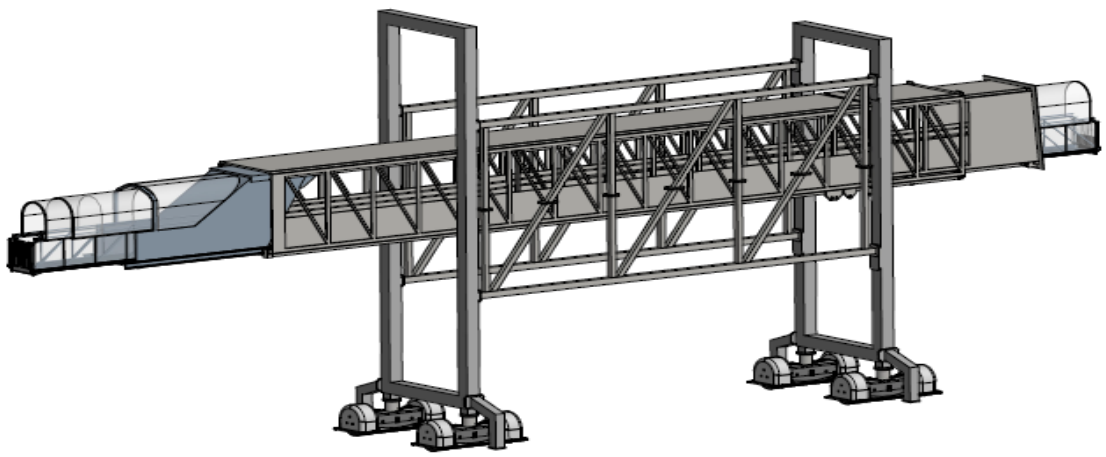
Project was awarded to TKAS on the April 24, 2024, Commission meeting and the project kickoff meeting occurred on May 21, 2024. The TKAS project team has completed the initial survey of all the cruise terminals at Port Canaveral to confirm initial design data is correct. Production of the MMPBB is scheduled to begin fall 2024.

PROJECT: 1640-23067	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	$ 49,570	$ -			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

April 24, 2024 - Commission approved purchase order to TKAS for fabrication of the Mobile Modular PBB

PHOTOS



CAPITAL PROJECTS UPDATE

June 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 contractor continues the submittal process and is preparing the detailed schedule to coordinate work onsite with DCL.

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	$ 116,998	$ 685,484			
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

CAPITAL PROJECTS UPDATE

June 2024

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 June. CPA issued a limited stop work order due to minor bulkhead movement in April. The contractor presented a remedial work plan with a new sequence to avoid any movement of the bulkhead wall. The plan was evaluated by the EOR and comments were provided and another revision of the plan was submitted by the contractor. The bulkhead activities resumed in early June. The first delivery of concrete piles arrived during the second week of June and installation is expected to start this month.

All A-frame piles are installed and only 2 concrete cap pours are pending which are expected to be completed this month. Next activities will be to install the tie-rods at the East end of the project and install the concrete piles East-West. The contractor will continue to work on the pending bulkhead wall cap pours and complete the anchor wall at the West end of the site.

The recovery schedule provided by the contractor at the end of May, shows a substantial in October 2024.

PROJECT: 2240-15064	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs	Orion		TOTAL PROJECT BUDGET	$ 39,332,648
BUDGET (Proposed)	$ 616,329	$ 38,640,717		GRANT PROGRAM	FDOT
ORIGINAL CONTRACT	$ 616,329	$ 38,640,717	$ -	GRANT AMOUNT	$ 29,499,486
CHANGE ORDERS TO DATE	$ 488,288	$ (412,686)		PORT FUNDS	$ 9,833,162
AMENDED CONTRACT	$ 1,104,617	$ 38,228,031	$ -	PENDING ITEMS	
PAID TO DATE	$ 861,601	$ 20,555,682	$ -		
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

June 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 plans to start solicitation in early July as the permit is expected soon. 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 solicitated 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

CAPITAL PROJECTS UPDATE

June 2024

PROJECT: Mobile Harbor Crane

DESCRIPTION:

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

PROJECT STATUS:

Port Staff and the Liebherr team held the project kickoff meeting on May 28, 2024. Liebherr is scheduled to begin production on the new crane late 2024.

PROJECT: 2287-22028	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME		Liebherr	Paul Bridges & Assoc.	TOTAL PROJECT BUDGET	$ 15,902,436
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		$ 8,205,249	$ 259,525	PORT FUNDS	$ 13,102,436
AMENDED CONTRACT		$ 15,625,711	$ 276,725	PENDING ITEMS	
PAID TO DATE		$ 10,734,660	$ 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

CAPITAL PROJECTS UPDATE

June 2024

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:

Due to the new Terminal 7 project, the tie-downs planned for north cargo berth 8 are being relocated to north cargo berth 3. Jacobs Engineering is currently working on updating the design drawings for the new location at NCB3. Coordination is ongoing with Cargo Operations to determine exact location at NCB3.

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		$ 1,121,109			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

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

PHOTOS





CAPITAL PROJECTS UPDATE

May 2024

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 is working on the installation of the concrete block wall throughout new building footprint. The roof truss installation is scheduled to follow the completion of the exterior wall and is expected to begin the week of June 17th. The contractor continues to work with the City of Cocoa Beach related to final inspection and approval of the underground sewer lines. The new dump station is planned to be active in early July.

PROJECT: 1530-19094	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	CEG/MelD	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	$ 102,567	$ 552,919			
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

June 2024

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:

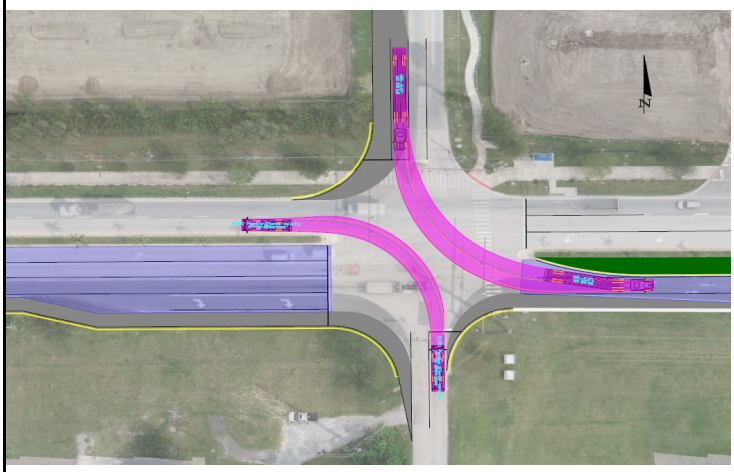
The designer is working on updating the drawings with CPA comments. CPA is coordinating with AT&T on the relocation of their utilities. The bid solicitation will start in early July and the low bidder will be presented for award at the August commission meeting.

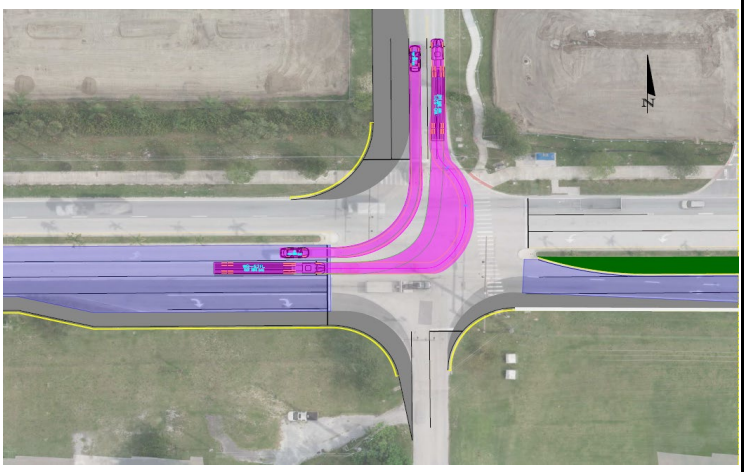
PROJECT: 1100-23025	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	RS&H	TBD		TOTAL PROJECT BUDGET	$ 292,890
BUDGET				GRANT PROGRAM	N/A
ORIGINAL CONTRACT	$ 292,890			GRANT AMOUNT	$ -
CHANGE ORDERS TO DATE				PORT FUNDS	$ 292,890
AMENDED CONTRACT	$ 292,890	$ -	$ -	PENDING ITEMS	
PAID TO DATE	$ 186,534	$ -			
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

June 2024

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 civil improvements to widen Payne Way has begun and are currently scheduled to be complete the first week of July. The contractor has relocated the existing camera pole and is currently working on installation of base rock for the new lane. Asphalt paving is planned for the final week of June.

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	$ 168,159	$ 145,129			
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





CAPITAL PROJECTS UPDATE

June 2024

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:

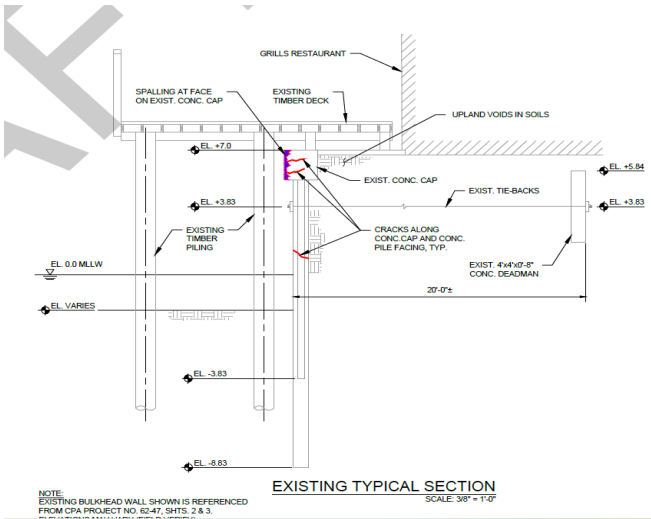
CPA provided feedback to Atkins on the 90% submittal and the documents are under review. FDEP permit was received but EPA/USACE permit is pending. This project is planned to be presented at the August commission meeting due to the low season in the near by restaurants.

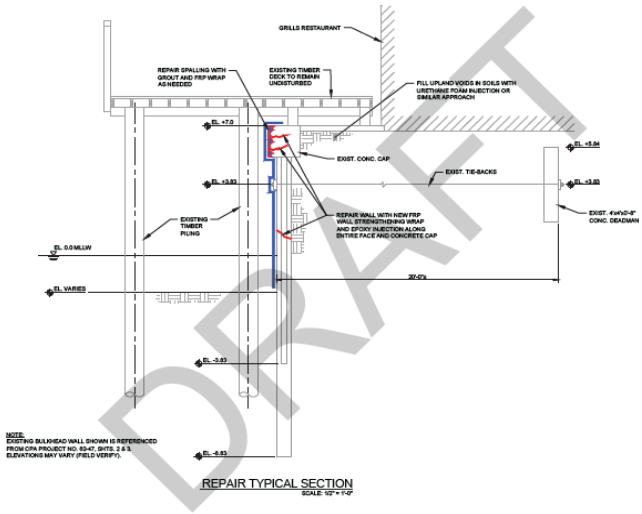
PROJECT: 1560-23035	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Atkins	TBD	N/A	TOTAL PROJECT BUDGET	$ 109,913
BUDGET	$ 109,913			GRANT PROGRAM	N/A
ORIGINAL CONTRACT	$ 109,913			GRANT AMOUNT	$ -
CHANGE ORDERS TO DATE	$ 9,894	$ -		PORT FUNDS	
AMENDED CONTRACT	$ 119,807	$ -	$ -	PENDING ITEMS	
PAID TO DATE	$ 81,650				
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

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

PHOTOS





DRAFT

Meeting Date

June 26, 2024

AGENDA ITEM REQUEST

Section:	
Item Number:	1.A
Department:	Engineering
Request Action:	Consideration of approving Change Order #1 to RUSH Marine, Inc, for the SCP4 Mooring Improvements Project. Decrease PO P-131367 by ($279,720.29) for unused GMP funds and Owner Direct Purchases, new project value is $354,893.71 (Patrick Hammond/Bill Crowe)
Summary Explanation & Background: The project has been completed and this change order deducts ODP and returns the unused GMP funds.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total reduction amount of $279,720.29 is included in the FY24 Capital Budget. The savings of $94,236 will be added to the contingency line item 2273 for use in other projects. Project 1560 - Improvements to Piers, Buildings and Structures

Attachments:

5313 CPA SCP4 Mooring Improvements - CO #1 - Partially Executed.pdf

CANAVERAL PORT AUTHORITY
SCP4 Mooring Improvements
RUSH Marine, LLC, PN 22-035A
CHANGE ORDER # 1

Contract Total To Date JL : 1560-23012-19201, PO P-131367	**FROM:**	$634,614.00
Item 1 **Deduct unused GMP Funds**	**DECREASE:**	($94,236.00)
Item 2 **Deduct ODP**	**DECREASE:**	($185,484.29)
	NEW CONTRACT TOTAL:	$354,893.71

GENERAL: No changes other than those listed above are authorized. In WITNESS WHEREOF, the parties hereto set their hands and seals this 26th day of June, 2024.

Inclusion of the Change Order # 1

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

CANAVERAL PORT AUTHORITY

BY: _____
Micah Loyd, Chairman

Attest: _____
Jerry Allender
Secretary/Treasurer

RUSH Marine, LLC, PN 22-035A

BY: Anthony Lindsey
Title: President

Attest: Alvin Lopez
Title: Field Operations Mgr.

CANAVERAL
PORT AUTHORITY

CANAVERAL PORT AUTHORITY
SCP4 Mooring Improvements
RUSH Marine, LLC, PN 22-035A
CHANGE ORDER # 1

Vendor Name	PO#	Materials	Freight	Sales Taxes (Including Co. Surtax)
Trellebor Marine Systems	P132015	85,415.00	34,346.00	5,174.90
Skyline Steel	P131791	57,073.95	-	3,474.44
	TOTALS:	**142,488.95**	**34,346.00**	**8,649.34**
			COMPLETE TOTAL:	**185,484.29**

Meeting Date

June 26, 2024

AGENDA ITEM REQUEST

Section:	
Item Number:	1.B
Department:	Engineering
Request Action:	Consideration of approving Change Order #2 to Ivey's Construction, Inc, for the CT1 PBB cylinder purchase, rebuild and installation project. Decrease PO P-129347 by ($16,768.29) for unused GMP funds. (Patrick Hammond/Bill Crowe)
Summary Explanation & Background: The project has been completed and this change order returns the unused GMP funds.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total reduction amount of $16,768.29 is included in the FY24 Capital Budget. The savings will be applied to the contingency line item #2273 for use in other projects. No change is required. Project 2279 - Cruise Terminal PBB Renovations

Attachments:

22-017 CT1 PBB CO #2.pdf

CANAVERAL PORT AUTHORITY

CANAVERAL PORT AUTHORITY
CT1 PBB Cylinder Replacement
Ivey's Construction, Inc./PN-22-017
CHANGE ORDER # 2

Contract Total To Date JL : 2279-22051-19200, PO P-129347	**FROM:**	$594,907.00
Item 1 **Deduct Unused Funds**	**DECREASE:**	($16,768.29)
	NEW CONTRACT TOTAL:	$578,138.71

GENERAL: No changes other than those listed above are authorized. In WITNESS WHEREOF, the parties hereto set their hands and seals this 26th day of June, 2024.

Inclusion of the Change Order # 2

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

CANAVERAL PORT AUTHORITY

BY: _____
Micah Loyd, Chairman

Attest: _____
Jerry Allender
Secretary/Treasurer

Ivey's Construction, Inc./PN-22-017

BY: _____
Title: Rocky Johnson, Vice President

Attest: _____
Title: Liana Foster, Project Coordinator

Meeting Date

June 26, 2024

AGENDA ITEM REQUEST

Section:	
Item Number:	1.C
Department:	Engineering
Request Action:	Consideration of approving Change Order #9 to PCL Construction Services, Inc., for the CT10 Improvements early work package for roofing improvements, interior/exterior painting, and canopy with a not-to-exceed amount of $6,672,203. (Patrick Hammond/Bill Crowe)

Summary Explanation & Background:

Port Staff through coordination with PCL Construction have worked to identify various elements for the CT10 Improvements project which can be started prior to the completion of the design for the expanded VIP area and other interior improvements. The early work package will focus on the replacement of various roof sections throughout the terminal which are original to the terminal building. The roof replacement scope includes the main barrel roof. The interior and exterior painting of the terminal and new canopy on the south of the terminal building is also included in the early works package.

Port Engineering has coordinated closely with Port Cruise Operations to ensure the early work package is constructed in a manner to minimize the overall impact on operations.

Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total not to exceed amount of $6,672,203 for this project will span 2 Fiscal Years. There are funds planned in FY25 which can be moved forward for the portion which would be required in FY24. There will be no change to the overall Capital Budget. Project 2042 - CT10 Improvements

Attachments:

01_CT-10 Estimate Early Works Pkg R1.pdf

22-038B CT10, PCL CO #9.pdf

Date	**June 18, 2024**
Time	**12:20:39 PM**
BE Number	**BE240947**
Opportunity No	
Owner File No	
Estimator	**John Palmer**

PCL Construction Services, Inc.

Central Florida Office (CF)

CT-10 Landside Modifications - Early Works Package R1

Project	**CT10 - Landside Modifications - Early Works Package**
Location	**Port Canaveral, FL, USA**
Owner	**Canaveral Port Authority**
Designer	
Project Start	**August 21, 2024**
Completion	**November 27, 2024**

PCL Construction Services, Inc.
Central Florida Office (CF)

Estimate Summary R1

BE Number	**BE240947**		**John Palmer**
Opportunity No			
Owner File No			
Project	**CT10 - Landside Modifications - Early Works Package**	Project Start	**Aug 21, 2024**
Location	**Port Canaveral, FL, USA**	Completion	**Nov 27, 2024**
Owner	**Canaveral Port Authority**	Functional Units	
Designer		Area	

Summary Item Description	Quantity	UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
DIRECT COSTS						
JOB SITE REQUIREMENTS	1	LS	6.73%	---	---	427,679
EARLY WORKS PACKAGE	**1**	**LS**				
EXIST - INTERIOR PAINT	1	LS	10.22%	---	---	649,424
EXTERIOR PAINT	1	LS	4.02%	---	---	255,150
ROOFING (INCL SKYLIGHTS)	1	LS	35.19%	---	---	2,236,022
DROP-OFF CANOPY	1	LS	27.49%	---	---	1,746,950
EARLY WORKS PACKAGE	1	LS	76.91%	---	---	4,887,546
CONSTRUCTION CONTINGENCY EARLY WORK	1	LS	3.85%	---	---	244,377
BONDS, PERMITS, AND INSURANCES	1	LS	3.08%	---	---	195,759
DIRECT COSTS			90.57%	---	---	5,755,361
GENERAL CONDITIONS						
PROJECT STAFF	1	LS	7.50%	---	---	476,356
CONSTRUCTION EQUIPMENT	1	LS	0.53%	---	---	33,750
PROJECT GENERAL EXPENSES	1	LS	1.40%	---	---	89,012
GENERAL CONDITIONS			9.43%	---	---	599,118
TOTAL COST			100.00%	---	---	6,354,479
Fee			5.00%	---		317,724
TOTAL BID			105.00%	---	---	6,672,203

Proprietary and Confidential

BE Number **BE240947**
Opportunity No
Owner File No
Project **CT10 - Landside Modifications - Early Works Package**
Location **Port Canaveral, FL, USA**
Owner **Canaveral Port Authority**
Designer

John Palmer
Project Start **Aug 21, 2024**
Completion **Nov 27, 2024**
Functional Units
Area

Proprietary and Confidential

JOB SITE REQUIREMENTS **1.00 LS**

Row #	Summary Item Description	Quantity UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	JOB SITE REQUIREMENTS	**1.00 LS**				
	TEMP ELEVATOR USAGE	**1.00 LS**				
	EXISTING FREIGHT ELEVATOR USAGE					
	TEMP ELEVATOR-PROTECT	1 EA	0.0157%	---	1,000.00	1,000
	TEMP ELEVATOR-MAINTENANCE	4 MO	0.0629%	---	1,000.00	4,000
	TEMP ELEVATOR USAGE	1.00 LS	0.0787%	---	---	5,000
	SURVEY & LAYOUT	**1.00 LS**				
	LEGAL SURVEYS - BY OWNER	1 LS	---	---	---	---
	SURVEY & LAYOUT	16 HR	0.0403%	---	160.00	2,560
	ESTABLISH CONTROL POINTS					
	SPOT CHECK EXISTING BLDG	24 HR	0.0604%	---	160.00	3,840
	FINAL AS-BUILT SURVEY	40 HR	0.0944%	---	150.00	6,000
	PRE-CONSTRUCTION VIDEO RECORDING	24 HR	0.0529%	---	140.00	3,360
	UTILITY EASEMENT SURVEY(EXCLUDED)					
	SURVEY & LAYOUT	1.00 LS	0.2480%	---	---	15,760
	TEMP FENCING	**1.00 LS**				
	EMPLOYEE PARKING (OPEN SITE)	3.00 MO				
	PCL ON-SITE					
	TEMP STORAGE/LAY DOWN COST OF WORK	SF				
	TEMP FENCE AT LAYDOWN AREA	1,000 LF	0.1574%	---	10.00	10,000
	TRAFFIC GATES, AND MAN GATES					
	DRIVEN POSTS AT GATES, SAND BAG AT PANELS					
	SCRIM FOR FENCES	1,000 LF	0.0472%	---	3.00	3,000
	TEMP FENCING	1.00 LS	0.2046%	---	---	13,000
	POWER REQUIREMENTS	**1.00 LS**				

BE Number **BE240947**
Opportunity No
Owner File No
Project **CT10 - Landside Modifications - Early Works Package**
Location **Port Canaveral, FL, USA**
Owner **Canaveral Port Authority**
Designer

John Palmer
Project Start **Aug 21, 2024**
Completion **Nov 27, 2024**
Functional Units
Area

Proprietary and Confidential

JOB SITE REQUIREMENTS **1.00 LS**

Row #	Summary Item Description	Quantity UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	PERMANENT POWER CONSUMPTION	**1.00 LS**				
	ALL PERMENTENT POWER CONSUMPTION COST IS BY THE OWNER					
	PERMANENT POWER CONSUMPTION	1.00 LS	---	---	---	---
	POWER REQUIREMENTS	1.00 LS	---	---	---	---
	TEMPORARY FACILITIES	**1.00 LS**				
	TEMPORARY TOILETS	12 MO	0.0349%	---	185.00	2,220
	SINK HAND WASH STATION	12 MO	0.0349%	---	185.00	2,220
	EATING / BREAK AREA	2 EA	0.0472%	---	1,500.00	3,000
	PATIO BENCHES WITH UMBRELLAS					
	TEMP PARTITIONS FOR INTERIOR STORAGE	400 LF	0.7868%	---	125.00	50,000
	TEMP PARTITIONS DBL DOORS	4 PR	0.0944%	---	1,500.00	6,000
	TEMP FLOORING PROTECTION	1 LS	0.1574%	---	---	10,000
	PAINT TEMP PARTITIONS FOR INTER STORAGE	4,800 SF	0.0755%	---	1.00	4,800
	TEMPORARY FACILITIES	1.00 LS	1.2313%	---	---	78,240
	DAILY CLEAN UP	**1.00 LS**				
	DAILY HOUSEKEEPING - FOREMAN	4 MO	0.6101%	---	9,692.79	38,771
	HOUSEKEEPING LABOR CREW	4 MO	0.3612%	---	5,737.33	22,949
	FINAL SITE CLEAN UP	1 LS	0.3147%	---	---	20,000
	FINAL BLDG CLEAN UP	85,250 SF	1.0062%	---	0.750000	63,938
	DAILY CLEAN UP	1.00 LS	2.2922%	---	---	145,658
	TRASH REMOVAL	**1.00 LS**				
	BLDGS STRUCTURE ROOFING	80 PULLS	0.5351%	---	425.00	34,000
	FINISHES DUMPSTERS	20 PULLS	0.1338%	---	425.00	8,500
	TRASH CHUTE	4 MO	0.3147%	---	5,000.00	20,000
	TRASH REMOVAL	1.00 LS	0.9836%	---	---	62,500

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Designer

John Palmer
Project Start **Aug 21, 2024**
Completion **Nov 27, 2024**
Functional Units
Area

Proprietary and Confidential

JOB SITE REQUIREMENTS 1.00 LS

Row #	Summary Item Description	Quantity	UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	CONEX - 1 EACH	4	MO	0.0126%	---	200.00	800
	TOOL CRIBS - 1 EACH	4	MO	0.0047%	---	75.00	300
	PROJECT SIGNS	1	EA	0.0157%	---	1,000.00	1,000
	BULLETIN BOARDS	2	EA	0.0787%	---	2,500.00	5,000
	TRAVEL / MILEAGE	4	MO	0.3390%	---	5,385.00	21,540
	MISC. EQUIPMENT	**1.00**	**LS**				
	LIGHT TOWERS - 2 EACH	2	MO	0.0405%	---	1,288.00	2,576
	F.O.G. - LIGHT TOWERS	2	MO	0.0061%	---	195.00	390
	FORKLIFT	4	MO	0.2209%	---	3,510.00	14,040
	F.O.G. - FORKLIFT	4	MO	0.0441%	---	700.00	2,800
	MISC. EQUIPMENT	1.00	LS	0.3117%	---	---	19,806
	SAFETY EQUIPMENT	**1.00**	**LS**				
	TEMP FIRE EXTINGUISHERS	4	EA	0.0047%	---	75.00	300
	TEMP FIRE EXTINGUISHER STANDS	4	EA	0.0009%	---	15.00	60
	REPLACE FIRE EXTINGUISHERS	1	EA	0.0012%	---	75.00	75
	FIRST AID KITS	2	EA	0.0236%	---	750.00	1,500
	REFILL FIRST AID KITS	4	EA	0.0157%	---	250.00	1,000
	SAFETY FORMS/TRAINING	4	MO	0.0315%	---	500.00	2,000
	SAFETY SIGNAGE	40	EA	0.0252%	---	40.00	1,600
	SAFETY WEAR	4	MO	0.0629%	---	1,000.00	4,000
	SAFETY SUPPLIES	4	MO	0.0378%	---	600.00	2,400
	SAFETY EQUIPMENT	1.00	LS	0.2036%	---	---	12,935
	PROGRESS PHOTOGRAPHS	**1.00**	**LS**				
	PROGRESS PHOTOGRAPHS	4	MO	0.0094%	---	150.00	600
	STRUCTION SITE LICENSE						
	AERIAL PHOTOGRAPHS	4	MO	0.0079%	---	125.00	500
	WEBCAM LIVE FEED	4	MO	0.0872%	---	1,385.00	5,540
	PROGRESS PHOTOGRAPHS	1.00	LS	0.1045%	---	---	6,640
		4.00					
	DRAWINGS	**1.00**	**LS**				

BE Number **BE240947**
Opportunity No
Owner File No
Project **CT10 - Landside Modifications - Early Works Package**
Location **Port Canaveral, FL, USA**
Owner **Canaveral Port Authority**
Designer

John Palmer
Project Start **Aug 21, 2024**
Completion **Nov 27, 2024**
Functional Units
Area

Proprietary and Confidential

JOB SITE REQUIREMENTS 1.00 LS

Row #	Summary Item Description	Quantity	UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	DRAWING REPRODUCTION	4	MO	0.0157%	---	250.00	1,000
	AS-BUILT DRAWINGS	1	EA	0.0236%	---	1,500.00	1,500
	DRAWINGS	1.00	LS	0.0393%	---	---	2,500
	ONE YEAR WARRANTY	12	MO	0.1888%	---	1,000.00	12,000
	EXPENDABLES / CONSUMABLES	1	LS	0.3934%	---	---	25,000
	JOB SITE REQUIREMENTS	1.00	LS	6.7304%	---	---	427,679

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EXIST - INTERIOR PAINT **1.00 LS**

Row #	Summary Item Description	Quantity UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	EXIST - INTERIOR PAINT	**1.00 LS**				
	DEMO FOR PAINTING ACTIVITIES	**1.00 LS**				
	DEMO SUSPENDED CEILING EAST SIDE	1,497 SF	0.2356%	---	10.00	14,970
	TIE-WIRES					
	GYP BOARD SOFFIT/FASCIA FRONT					
	ACT CEILING					
	LIFTS & EQUIPMENT FOR ACCESS					
	DEMO FOR PAINTING ACTIVITIES	1.00 LS	0.2356%	---	---	14,970
	PAINT	**1.00 LS**				
	BARREL VAULT CEILING	**1.00 LS**				
	PAINT BARREL VAULT CEILING	1 LS	9.7483%	---	---	619,454
	PAINT RADIUS OPEN WEB TRUSSES					
	PAINT CONDUITS & FIRE PROT PIPING					
	PAINT ALL SKYLIGHT STEEL FRAMING					
	SCAFFOLD AREAS FOR WORK					
	CAULK OPEN SCREW HOLES IN DECK					
	MASK & PROTECT FROM OVERSPRAY					
	DAILY/SHIFT WORK CLEAN-UP					
	REMOVE EXISTING PAINT FROM STRUCTURE					
	PROTECT [E] LIGHTS AND SPEAKERS					
	PROTECT METAL PALM TREES FROM OVERSPRAY					
	PAINT EQUIP HANGERS, FIRE PROOFING, INSULATION					
	PAINT SUPPORT STEEL, DUCTS, ACCESS DOORS					
	PAINT GRILLS, REGISTERS, LOUVERS & OTHER METAL SURF					
	PAINT HVAC ITEMS WHERE EXPOSED TO VIEW					
	PAINT STEEL PIPE RAILINGS & LADDERS AT ELEV PIT					
	PROVIDE SAMPLE PANELS OF PAINT					
	CLEAN ALL GREASY & OILY METAL SURFACES					
	FILL ALL NAIL HOLES, CRACKS, OPEN JOINTS					
	ALLOW AT LEAST 24 HOURS FOR ALL SURF TO DRY BETWEEN COATS					
	REMOVE ALL ELEC OUTLET COVERS & SWITCH COVER PLATES					
	ALL HARDWARE ESCUTCHEONS, AND COVER PLATES					

BE Number **BE240947**
Opportunity No
Owner File No
Project **CT10 - Landside Modifications - Early Works Package**
Location **Port Canaveral, FL, USA**
Owner **Canaveral Port Authority**
Designer

John Palmer
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EXIST - INTERIOR PAINT **1.00 LS**

Row #	Summary Item Description	Quantity UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	ALL HVAC REGISTERS. REPLACE AFTER					
	REFINISH ENTIRE WALL WHERE PORTION OF FINISH HAS BEEN DAMAGED					
	TOUCH-UP WORK					
	INTERIOR UNDERSIDE VAULTED CEILING EP & REPAI R					
	NOTIFY AOR IF NON-FACTORY COATING IS FOUND					
	REMOVE ANY [E] FASTENERS, BRACKETS & EQUIP NO LONGER REQUIRED BY CPA					
	TREAT & CLEAN CORRODED AREAS					
	AFTER CORRODED SURFACES CLEANED, TREAT WITH OSPHO (OR EQUAL)					
	BRUSH OFF LOOSE OSPHO & WIPE WITH MINERAL SPIRITS					
	LIGHTLY SAND & PREP ENTIRE SURFACE AS REQUIRED					
	WIPE DOWN ENTIRE SURF WITH MINERAL SPIRITS PRIOR TO PAINT					
	PAINT SPECS					
	PRIME COAT:					
	~1ST COAT: KEM KROMIK UNIVERSAL PRIMER TO 4.0MILS					
	FINISH COAT					
	~2ND & 3RD COATS: METALATEX SEMIGLOSS ENAMEL TO 3.0MILS EACH COAT					
BARREL VAULT CEILING		1.00 LS	9.7483%	---	---	619,454
PAINT INTERIOR WALLS		**1.00 LS**				
	PAINT FIREPROOFING PATCH AREAS					
	PAINT INTERIOR WALLS					
	PAINT COLUMNS (CONC BASE/GYP WRAP)					
	PAINT DOORS & FRAMES					
	PAINT ALL DR FACES & EDGES & FRAMES					
	PAINT SCHEDULE					
	P1-SHERWIN WILLIAMS					
	P1-COLOR: EXTRA WHITE SW7006					
	P2-SHERWIN WILLIAMS					
	P2-COLOR: DARK BLUE PANTONE 2756C					
PAINT INTERIOR WALLS		1.00 LS	---	---	---	---
PAINT		1.00 LS	9.7483%	---	---	619,454
FIREPROOFING		**1.00 LS**				

BE Number **BE240947**
Opportunity No
Owner File No
Project **CT10 - Landside Modifications - Early Works Package**
Location **Port Canaveral, FL, USA**
Owner **Canaveral Port Authority**
Designer

John Palmer
Project Start **Aug 21, 2024**
Completion **Nov 27, 2024**
Functional Units
Area

Proprietary and Confidential

EXIST - INTERIOR PAINT 1.00 LS

Row #	Summary Item Description	Quantity	UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	FIREPROOFING PATCH BACK - ALLOWANCE	2,000	SF	0.2361%	---	7.50	15,000
	FIREPROOFING	1.00	LS	0.2361%	---	---	15,000
	EXIST - INTERIOR PAINT	1.00	LS	10.2199%	---	---	649,424

BE Number **BE240947**
Opportunity No
Owner File No
Project **CT10 - Landside Modifications - Early Works Package**
Location **Port Canaveral, FL, USA**
Owner **Canaveral Port Authority**
Designer

John Palmer
Project Start **Aug 21, 2024**
Completion **Nov 27, 2024**
Functional Units
Area

Proprietary and Confidential

EXTERIOR PAINT **1.00 LS**

Row #	Summary Item Description	Quantity	UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
EXTERIOR PAINT		**1.00**	**LS**				
EXTERIOR BUILDING PAINT		**1.00**	**LS**				
	PAINT EXTERIOR	1	LS	1.9924%	---	---	126,604
	P-1 BRACING BLUE SW6242						
	P-2 EXTRA WHITE SW7006						
	P-3 WINDY BLUE SW6240						
	HOISTING & EQUIPMENT						
	PROTECTION OF ADJACENT SURFACES						
	CLEAN ALL GREASY & OILY MATERIALS W/ MINERAL SPIRITS						
	FILL ALL NAIL HOLES, CRACKS, OPEN JOINTS & DEFECTS						
	ALLOW COATS TO DRY FOR AT LEAST 24 HRS						
	PAINT STUCCO:						
	~1ST COAT SW PROMAR INT/EXT BLOCK FILLER						
	~2ND & 3RD COAT: FLAT EXTERIOR ELASTOMERIC PAINT						
	METAL PAINT:						
	SURF PRET COMMERCIAL BLAST CLEANING SSPC-SP-6						
	PRIMER: Tnemec 90-97 TNEMEC-ZINC OR APPRV EQUAL						
	INTERM COAT: Tnemec series 69-COLOR HIGH BUILD EPOXOLINE II OR EQUAL						
	FINISH COAT: TNEMEC SERIES 75-COLOR ENDURA-SHEILD OR APPROV EQUAL						
	BANDING						
	COLUMNS						
	COLUMN BASES						
	ELEVATOR CORES						
	PAINT TRIM AROUND OH DOORS						
	PAINT FLASHINGS & TRIM AT ROOF						
	EXPOSED EXT STL TRUSS AT MAIN ENTRY CANOPY						
	DAILY/SHIFT WORK CLEAN-UP						
EXTERIOR BUILDING PAINT		1.00	LS	1.9924%	---	---	126,604
EXTERIOR STUCCO/EIFS		**1.00**	**LS**				
	STUCCO/EIFS EXTERIOR REPAIR	3,000	SF	1.1803%	---	25.00	75,000
EXTERIOR STUCCO/EIFS		1.00	LS	1.1803%	---	---	75,000

Estimate Detail R1

BE Number	**BE240947**		**John Palmer**
Opportunity No		Project Start	**Aug 21, 2024**
Owner File No		Completion	**Nov 27, 2024**
Project	**CT10 - Landside Modifications - Early Works Package**	Functional Units	
Location	**Port Canaveral, FL, USA**	Area	
Owner	**Canaveral Port Authority**		
Designer			

Proprietary and Confidential

EXTERIOR PAINT — 1.00 LS

Row #	Summary Item Description	Quantity	UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
BUS CANOPY		**1.00**	**LS**				
	PAINT BUS CANOPY	1	LS	0.7954%	---	---	50,546
	P-1 COLUMNS & BEAMS PAINT UNDERSIDE OF DBL-T'S PROTECT FANS, LIGHTS, [E] FIRE PROTECT TRAFFIC COATING REMOVE JOINT SEALANTS TOP OF CANOPY 5 ROWS						
	SCISSOR LIFT FOR CANOPY ROOF ACCESS	1	MO	0.0472%	---	3,000.00	3,000
BUS CANOPY		1.00	LS	0.8426%	---	---	53,546
EXTERIOR PAINT		1.00	LS	4.0153%	---	---	255,150

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Project **CT10 - Landside Modifications - Early Works Package**
Location **Port Canaveral, FL, USA**
Owner **Canaveral Port Authority**
Designer

John Palmer
Project Start **Aug 21, 2024**
Completion **Nov 27, 2024**
Functional Units
Area

Proprietary and Confidential

ROOFING (INCL SKYLIGHTS) 1.00 LS

Row #	Summary Item Description	Quantity UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	ROOFING (INCL SKYLIGHTS)	**1.00 LS**				
	VAULTED ROOF	**1.00 LS**				
	VAULTED ROOF REPLACEMENT	1 LS	19.2366%	---	---	1,222,383
	REMOVE [E] ROOF SYSTEM & REPLACE ROOF SYSTEM: SENTINEL KEE P200 HFB ADHERED IN DUOTACK SPF HFO OVER 1/4" DEXCELL FA COVERBOARD ADHERED IN DUOTACK RIBBONS OVER SOPRA-ISO INSULATION MECH FASTENED OVER 2 LAYERS SOPRA-ISO INSUL REPLACE ROOF DRAIN HEADS FLASH AND ROOF AROUND PENETRATIONS					
	EXPANSION JOINT 8/A/502	125 LF	0.3147%	---	160.00	20,000
	ROOF BLOCKING	30,439 SF	0.4790%	---	1.00	30,439
	ROOF DECK REPAIRS - ALLOWANCE	1 LS	1.5737%	---	---	100,000
	FLAT ROOF REPLACEMENT	1 LS	8.6550%	---	---	549,980
	REMOVE [E] ROOF SYSTEM & REPLACE SOPRALENE FLAM 180 FR GR (TORCH APPLIED) OVER 2-1 SOPRASMART 1/4" FLAM ADHERED IN DUOTACK RIBBONS OVER [E] LIGHTWEIGHT CONCRETE PARAPET CAP FLASHINGS ALUMINUM (FINISH TO MATCH EXISTING) ROOF HATCHES TO REMAIN					
	VAULTED ROOF	1.00 LS	30.2590%	---	---	1,922,802
	LIGHTNING PROTECTION	**1.00 LS**				
	ROOFING ELECTRICAL ALLOWANCE	1 LS	1.9671%	---	---	125,000

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John Palmer
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Functional Units
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ROOFING (INCL SKYLIGHTS) 1.00 LS

Row #	Summary Item Description	Quantity	UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	LIGHTNING PROTECTION	1.00	LS	1.9671%	---	---	125,000
	PLUMBING	**1.00**	**LS**				
	ROOF REPLACEMENT DRAIN MODIFICATIONS	1	LS	0.7868%	---	---	50,000
	PLUMBING	1.00	LS	0.7868%	---	---	50,000
	SKYLIGHTS	**1.00**	**LS**				
	CAULK FOR WATERTIGHT SEAL						
	CLEAN & REPLACE CAULK AT SKYLIGHTS - 34 EA - ALLOWANCE	1	LS	0.7868%	---	---	50,000
	PROTECT SKYLIGHTS DURING CAULK ACTIVITY	140	SF	0.4957%	---	225.00	31,500
	SET IN PLACE / CYCLE	136	HR	0.2140%	---	100.00	13,600
	CYCLE	136	HR	0.2140%	---	100.00	13,600
	MAINENTANCE (TOOLS, MATERIAL, MISC EQUIP)	1	LS	0.1574%	---	---	10,000
	SKYLIGHTS	1.00	LS	1.8680%	---	---	118,700
	JOINT SEALANTS AT ENDWALL GLASS W/PAINTING						
	TEMP WALKWAY FOR ROOF PROTECTION	1,440	SF	0.1813%	---	8.00	11,520
	ROOF PROTECTION FOR TRASH/DUMPSTERS						
	ROOF PROTECTION FOR MATERIAL LAYOUT	1,000	SF	0.1259%	---	8.00	8,000
	ROOFING (INCL SKYLIGHTS)	1.00	LS	35.1881%	---	---	2,236,022

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DROP-OFF CANOPY **1.00 LS**

Row #	Summary Item Description	Quantity UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	DROP-OFF CANOPY	**1.00 LS**				
	REMOVE/REPLACE CANOPY FABRIC	1 LS	16.1550%	---	---	1,026,568
	DISPOSE OF OLD FABRIC CANOPY					
	PROVIDE PTFE ROOFING PER SPECS					
	PROVIDE PROTECTION TO SURROUNDING STRUCTURES					
	PROVIDE EQUIPMENT FOR HAULING DEBRIS TO DUMPSTERS					
	NOTIFY CPA OF ANY DAMAGE TO STRUCTURE FROM OLD CANOPY					
	PROVIDE ALL COORDINATION WORK WITH STRUCT STEEL SUB					
	STEEL STRUCTURE UPDATES	1 LS	6.9667%	---	---	442,700
	SALVAGE [E] CAMERAS					
	REPLACE STEEL SLEEVES	115.00 EA				
	PROVIDE NEW 8" RADIUS PIPE (PREVIOUSLY REMOVED)					
	REPLACE COLUMN BOLTS	10.00 EA				
	SURFACE PREP & CONTAINMENT FOR NEW COATING					
	NEW COATING SYSTEM	1 LS	1.5823%	---	---	100,546
	~PRIME COAT: SW ZINC CLASS II					
	~INTERMEDIATE COAT: SW MACROEPOXY 646F					
	~FINISH COAT: SW HI-SOLIDS POLYURETHANE					
	ELECTRICAL	1 LS	2.7876%	---	---	177,136
	REMOVE/PROTECT/REINSTALL [E] CAMERAS					
	REMOVE [E] LIGHT FIXTURES					
	NEW LUMINS LIGHT FIXTURES	42.00 EA				
	SY802 SERIES SYRIOS 8" UP/DOWN LIGHT					
	REMOVE [E] SPEAKERS					
	REPLACE SPEAKERS	22.00 EA				
	~ROCKVILLE WET ARRAY 4 70V SPEAKERS					
	~DAISY-CHAINED AS CURRENTLY CONFIGURED					
	EXISTING CONDUIT, POWER WIRE, AND LV WIRE MAY BE REUSED					
	DROP-OFF CANOPY	1.00 LS	27.4916%	---	---	1,746,950

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CONSTRUCTION CONTINGENCY EARLY WORK 1.00 LS

Row #	Summary Item Description	Quantity	UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
CONSTRUCTION CONTINGENCY EARLY WORK		**1.00**	**LS**				
	CONTINGENCY FOR HARD COSTS	4,887,546	$	3.8457%	---	0.050000	244,377
	- PAINTING (INTERIOR & EXTERIOR)						
	- ROOFING						
	- DROP-OFF CANOPY						
CONSTRUCTION CONTINGENCY EARLY WORK		1.00	LS	3.8457%	---	---	244,377

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BONDS, PERMITS, AND INSURANCES **1.00 LS**

Row #	Summary Item Description	Quantity UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	BONDS, PERMITS, AND INSURANCES	**1.00 LS**				
	PAYMENT & PERFORMANCE BOND	6,672,202.73 TB	0.7980%	---	0.007600	50,709
	PERMITS - BY OWNER					
	GENERAL LIABILITY INSURANCE	6,672,202.73 TB	1.5120%	---	0.014400	96,080
	EXCESS WRAP-UP INSURANCE	6,672,202.73 TB	0.2216%	---	0.002110	14,078
	BUILDERS RISK INSURANCE	6,672,202.73 TB	0.3570%	---	0.003400	22,685
	ERRORS & OMISSIONS INSURANCE	1,436,065 $	0.1921%	---	0.008500	12,207
	BONDS, PERMITS, AND INSURANCES	1.00 LS	3.0806%	---	---	195,759

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PROJECT STAFF **1.00 LS**

Row #	Summary Item Description	Quantity	UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	PROJECT STAFF	**1.00**	**LS**				
	PROJECT STAFF	**1.00**	**LS**				
	PROJECT MANAGEMENT						
	PROJECT MANAGER	5	MO	1.8041%	---	22,928.52	114,643
	PROJECT ENGINEER	5	MO	1.2704%	---	16,145.99	80,730
	FIELD MANAGEMENT						
	SUPERINTENDENT - DAY	5	MO	1.9837%	---	25,211.31	126,057
	SUPERINTENDENT - NIGHT	4	MO	1.5870%	---	25,211.31	100,845
	PROJECT SUPPORT						
	BIM MODELER	1	MO	0.2541%	---	16,145.99	16,146
	ACCOUNTANT	2	MO	0.4129%	---	13,117.86	26,236
	PROJECT STAFF	1.00	LS	7.3123%	---	---	464,656
	EXPENDABLES/CONSUMABLES	1	LS	0.1841%	---	---	11,700
	PROJECT STAFF	1.00	LS	7.4964%	---	---	476,356

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Project	**CT10 - Landside Modifications - Early Works Package**
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John Palmer

Project Start	**Aug 21, 2024**
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Functional Units	
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CONSTRUCTION EQUIPMENT **1.00** **LS**

Row #	Summary Item Description	Quantity	UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	CONSTRUCTION EQUIPMENT	**1.00**	**LS**				
	PICK - UP TRUCK	5	MO	0.3541%	---	4,500.00	22,500
	F.O.G. - PICK UP TRUCKS	5	MO	0.1770%	---	2,250.00	11,250
	CONSTRUCTION EQUIPMENT	1.00	LS	0.5311%	---	---	33,750

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PROJECT GENERAL EXPENSES **1.00 LS**

Row #	Summary Item Description	Quantity	UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	PROJECT GENERAL EXPENSES	**1.00**	**LS**				
	TEMPORARY TOILETS	**1.00**	**LS**				
	SEE GENERAL REQUIREMENTS						
	TEMPORARY TOILETS	1.00	LS	---	---	---	---
	TEMPORARY BUILDING - UTILITIES	**1.00**	**LS**				
	TEMP OFFICE CONNEX	5	MO	0.0866%	---	1,100.00	5,500
	DELIVERY & INSTALL	1	EA	0.0079%	---	500.00	500
	Furniture						
	TEMP POWER LINE FOR CONNEX	1	EA	0.0551%	---	3,500.00	3,500
	TEMPORARY BUILDING - UTILITIES	1.00	LS	0.1495%	---	---	9,500
	OFFICE SUPPLIES / OVERHEAD	**1.00**	**LS**				
	COFFEE & WATER	5	MO	0.0256%	---	325.00	1,625
	TRUCKING / COURIER						
	POSTAGE / COURIER SERVICE						
	COURIER SERVICE / POSTAGE	5	MO	0.0315%	---	400.00	2,000
	TELEPHONES						
	TELEPHONE - SETUP						
	TELEPHONES - SERVICE						
	CELL PHONES	22	MO	0.0346%	---	100.00	2,200
	COMPUTERS						
	COMPUTER HARDWARE-TERMINAL	22	MO	0.0744%	---	215.00	4,730
	COMPUTER LINE CHARGES	5	MO	0.0629%	---	800.00	4,000
	I-PAD/TABLET SERVICE	22	MO	0.0173%	---	50.00	1,100
	TECHNOLOGY SERVICES	22	MO	0.2597%	---	750.00	16,500
	DATA PROCESSING	6,672,202.73	TB	0.3150%	---	0.003000	20,017
	TEXTURA BILLING SOFTWARE	1	LS	0.0834%	---	---	5,300

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John Palmer
Project Start **Aug 21, 2024**
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PROJECT GENERAL EXPENSES 1.00 LS

Row #	Summary Item Description	Quantity	UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	OFFICE SUPPLIES	5	MO	0.0511%	---	650.00	3,250
	OFFICE FURNITURE	1	LS	0.0275%	---	---	1,750
	PROJECT SIGNS	5	EA	0.0787%	---	1,000.00	5,000
	OFFICE SUPPLIES / OVERHEAD	1.00	LS	1.0618%	---	---	67,472
	SAFETY / TEMP PROTECT / FIRE PROTECTION	**1.00**	**LS**				
	MEDICAL EQUIPMENT & SUPPLIES	4	MO	0.0126%	---	200.00	800
	THIS IS MANAGEMENT ONLY - GC						
	TEMP FIRE PROTECTION - TRAILER	1	EA	0.0030%	---	190.00	190
	SAFETY, WEATHER WEAR	4	MO	0.0252%	---	400.00	1,600
	THIS IS MANAGEMENT ONLY - GC						
	FIRST AID KITS	1	EA	0.0118%	---	750.00	750
	SAFETY SIGNAGE	1	LS	0.0393%	---	---	2,500
	SPILL CONTAINMENT	2	EA	0.0031%	---	100.00	200
	SAFETY / TEMP PROTECT / FIRE PROTECTION	1.00	LS	0.0951%	---	---	6,040
	WARRANTIES & MAINTENACE	**1.00**	**LS**				
	WARRANTY - 1 YEAR	12	MO	0.0944%	---	500.00	6,000
	WARRANTIES & MAINTENACE	1.00	LS	0.0944%	---	---	6,000
	PROJECT GENERAL EXPENSES	1.00	LS	1.4008%	---	---	89,012

CANAVERAL PORT AUTHORITY
CT8/CT10 Landside Improvements
PCL Construction Services/PN 23-038B
CHANGE ORDER #9

	Contract Total To Date	**FROM:**	$ 19,726,734.16
Item 1	**Increase for CT10 Improvements** **PO P-132325, JL 2042-24035-19200**	**INCREASE:**	$6,672,203.00
		NEW CONTRACT TOTAL:	$26,398,937.16

GENERAL: No changes other than those listed above are authorized. In WITNESS WHEREOF, the parties hereto set their hands and seals this 26 June, 2024.

Inclusion of the Change Order # 9

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

CANAVERAL PORT AUTHORITY

BY: _____
Micah Loyd, Chairman

Attest: _____
Jerry Allender
Secretary/Treasurer

PCL Construction Services/PN 23-038B

BY: _____
Title:

Attest: _____
Title:

Date	**June 18, 2024**
Time	**12:20:39 PM**
BE Number	**BE240947**
Opportunity No	
Owner File No	
Estimator	**John Palmer**

PCL Construction Services, Inc.

Central Florida Office (CF)

CT-10 Landside Modifications - Early Works Package R1

Project	**CT10 - Landside Modifications - Early Works Package**
Location	**Port Canaveral, FL, USA**
Owner	**Canaveral Port Authority**
Designer	
Project Start	**August 21, 2024**
Completion	**November 27, 2024**

PCL Construction Services, Inc.
Central Florida Office (CF)

Estimate Summary R1

BE Number	**BE240947**		**John Palmer**
Opportunity No			
Owner File No			
Project	**CT10 - Landside Modifications - Early Works Package**	Project Start	**Aug 21, 2024**
Location	**Port Canaveral, FL, USA**	Completion	**Nov 27, 2024**
Owner	**Canaveral Port Authority**	Functional Units	
Designer		Area	

Summary Item Description	Quantity	UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
DIRECT COSTS						
JOB SITE REQUIREMENTS	1	LS	6.73%	---	---	427,679
EARLY WORKS PACKAGE	**1**	**LS**				
EXIST - INTERIOR PAINT	1	LS	10.22%	---	---	649,424
EXTERIOR PAINT	1	LS	4.02%	---	---	255,150
ROOFING (INCL SKYLIGHTS)	1	LS	35.19%	---	---	2,236,022
DROP-OFF CANOPY	1	LS	27.49%	---	---	1,746,950
EARLY WORKS PACKAGE	1	LS	76.91%	---	---	4,887,546
CONSTRUCTION CONTINGENCY EARLY WORK	1	LS	3.85%	---	---	244,377
BONDS, PERMITS, AND INSURANCES	1	LS	3.08%	---	---	195,759
DIRECT COSTS			90.57%	---	---	5,755,361
GENERAL CONDITIONS						
PROJECT STAFF	1	LS	7.50%	---	---	476,356
CONSTRUCTION EQUIPMENT	1	LS	0.53%	---	---	33,750
PROJECT GENERAL EXPENSES	1	LS	1.40%	---	---	89,012
GENERAL CONDITIONS			9.43%	---	---	599,118
TOTAL COST			100.00%	---	---	6,354,479
Fee			5.00%	---		317,724
TOTAL BID			105.00%	---	---	6,672,203

Proprietary and Confidential

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Project **CT10 - Landside Modifications - Early Works Package**
Location **Port Canaveral, FL, USA**
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Designer

John Palmer
Project Start **Aug 21, 2024**
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JOB SITE REQUIREMENTS **1.00 LS**

Row #	Summary Item Description	Quantity UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	JOB SITE REQUIREMENTS	**1.00 LS**				
	TEMP ELEVATOR USAGE	**1.00 LS**				
	EXISTING FREIGHT ELEVATOR USAGE					
	TEMP ELEVATOR-PROTECT	1 EA	0.0157%	---	1,000.00	1,000
	TEMP ELEVATOR-MAINTENANCE	4 MO	0.0629%	---	1,000.00	4,000
	TEMP ELEVATOR USAGE	1.00 LS	0.0787%	---	---	5,000
	SURVEY & LAYOUT	**1.00 LS**				
	LEGAL SURVEYS - BY OWNER	1 LS	---	---	---	---
	SURVEY & LAYOUT	16 HR	0.0403%	---	160.00	2,560
	ESTABLISH CONTROL POINTS					
	SPOT CHECK EXISTING BLDG	24 HR	0.0604%	---	160.00	3,840
	FINAL AS-BUILT SURVEY	40 HR	0.0944%	---	150.00	6,000
	PRE-CONSTRUCTION VIDEO RECORDING	24 HR	0.0529%	---	140.00	3,360
	UTILITY EASEMENT SURVEY(EXCLUDED)					
	SURVEY & LAYOUT	1.00 LS	0.2480%	---	---	15,760
	TEMP FENCING	**1.00 LS**				
	EMPLOYEE PARKING (OPEN SITE)	3.00 MO				
	PCL ON-SITE					
	TEMP STORAGE/LAY DOWN COST OF WORK	SF				
	TEMP FENCE AT LAYDOWN AREA	1,000 LF	0.1574%	---	10.00	10,000
	TRAFFIC GATES, AND MAN GATES					
	DRIVEN POSTS AT GATES, SAND BAG AT PANELS					
	SCRIM FOR FENCES	1,000 LF	0.0472%	---	3.00	3,000
	TEMP FENCING	1.00 LS	0.2046%	---	---	13,000
	POWER REQUIREMENTS	**1.00 LS**				

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JOB SITE REQUIREMENTS **1.00 LS**

Row #	Summary Item Description	Quantity	UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	PERMANENT POWER CONSUMPTION	**1.00**	**LS**				
	ALL PERMENTENT POWER CONSUMPTION COST IS BY THE OWNER						
	PERMANENT POWER CONSUMPTION	1.00	LS	---	---	---	---
	POWER REQUIREMENTS	1.00	LS	---	---	---	---
	TEMPORARY FACILITIES	**1.00**	**LS**				
	TEMPORARY TOILETS	12	MO	0.0349%	---	185.00	2,220
	SINK HAND WASH STATION	12	MO	0.0349%	---	185.00	2,220
	EATING / BREAK AREA	2	EA	0.0472%	---	1,500.00	3,000
	PATIO BENCHES WITH UMBRELLAS						
	TEMP PARTITIONS FOR INTERIOR STORAGE	400	LF	0.7868%	---	125.00	50,000
	TEMP PARTITIONS DBL DOORS	4	PR	0.0944%	---	1,500.00	6,000
	TEMP FLOORING PROTECTION	1	LS	0.1574%	---	---	10,000
	PAINT TEMP PARTITIONS FOR INTER STORAGE	4,800	SF	0.0755%	---	1.00	4,800
	TEMPORARY FACILITIES	1.00	LS	1.2313%	---	---	78,240
	DAILY CLEAN UP	**1.00**	**LS**				
	DAILY HOUSEKEEPING - FOREMAN	4	MO	0.6101%	---	9,692.79	38,771
	HOUSEKEEPING LABOR CREW	4	MO	0.3612%	---	5,737.33	22,949
	FINAL SITE CLEAN UP	1	LS	0.3147%	---	---	20,000
	FINAL BLDG CLEAN UP	85,250	SF	1.0062%	---	0.750000	63,938
	DAILY CLEAN UP	1.00	LS	2.2922%	---	---	145,658
	TRASH REMOVAL	**1.00**	**LS**				
	BLDGS STRUCTURE ROOFING	80	PULLS	0.5351%	---	425.00	34,000
	FINISHES DUMPSTERS	20	PULLS	0.1338%	---	425.00	8,500
	TRASH CHUTE	4	MO	0.3147%	---	5,000.00	20,000
	TRASH REMOVAL	1.00	LS	0.9836%	---	---	62,500

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Owner **Canaveral Port Authority**
Designer

John Palmer
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Proprietary and Confidential

JOB SITE REQUIREMENTS 1.00 LS

Row #	Summary Item Description	Quantity	UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	CONEX - 1 EACH	4	MO	0.0126%	---	200.00	800
	TOOL CRIBS - 1 EACH	4	MO	0.0047%	---	75.00	300
	PROJECT SIGNS	1	EA	0.0157%	---	1,000.00	1,000
	BULLETIN BOARDS	2	EA	0.0787%	---	2,500.00	5,000
	TRAVEL / MILEAGE	4	MO	0.3390%	---	5,385.00	21,540
	MISC. EQUIPMENT	**1.00**	**LS**				
	LIGHT TOWERS - 2 EACH	2	MO	0.0405%	---	1,288.00	2,576
	F.O.G. - LIGHT TOWERS	2	MO	0.0061%	---	195.00	390
	FORKLIFT	4	MO	0.2209%	---	3,510.00	14,040
	F.O.G. - FORKLIFT	4	MO	0.0441%	---	700.00	2,800
	MISC. EQUIPMENT	1.00	LS	0.3117%	---	---	19,806
	SAFETY EQUIPMENT	**1.00**	**LS**				
	TEMP FIRE EXTINGUISHERS	4	EA	0.0047%	---	75.00	300
	TEMP FIRE EXTINGUISHER STANDS	4	EA	0.0009%	---	15.00	60
	REPLACE FIRE EXTINGUISHERS	1	EA	0.0012%	---	75.00	75
	FIRST AID KITS	2	EA	0.0236%	---	750.00	1,500
	REFILL FIRST AID KITS	4	EA	0.0157%	---	250.00	1,000
	SAFETY FORMS/TRAINING	4	MO	0.0315%	---	500.00	2,000
	SAFETY SIGNAGE	40	EA	0.0252%	---	40.00	1,600
	SAFETY WEAR	4	MO	0.0629%	---	1,000.00	4,000
	SAFETY SUPPLIES	4	MO	0.0378%	---	600.00	2,400
	SAFETY EQUIPMENT	1.00	LS	0.2036%	---	---	12,935
	PROGRESS PHOTOGRAPHS	**1.00**	**LS**				
	PROGRESS PHOTOGRAPHS	4	MO	0.0094%	---	150.00	600
	STRUCTION SITE LICENSE						
	AERIAL PHOTOGRAPHS	4	MO	0.0079%	---	125.00	500
	WEBCAM LIVE FEED	4	MO	0.0872%	---	1,385.00	5,540
	PROGRESS PHOTOGRAPHS	1.00	LS	0.1045%	---	---	6,640
		4.00					
	DRAWINGS	**1.00**	**LS**				

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JOB SITE REQUIREMENTS 1.00 LS

Row #	Summary Item Description	Quantity	UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	DRAWING REPRODUCTION	4	MO	0.0157%	---	250.00	1,000
	AS-BUILT DRAWINGS	1	EA	0.0236%	---	1,500.00	1,500
	DRAWINGS	1.00	LS	0.0393%	---	---	2,500
	ONE YEAR WARRANTY	12	MO	0.1888%	---	1,000.00	12,000
	EXPENDABLES / CONSUMABLES	1	LS	0.3934%	---	---	25,000
	JOB SITE REQUIREMENTS	1.00	LS	6.7304%	---	---	427,679

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EXIST - INTERIOR PAINT **1.00 LS**

Row #	Summary Item Description	Quantity UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	EXIST - INTERIOR PAINT	**1.00 LS**				
	DEMO FOR PAINTING ACTIVITIES	**1.00 LS**				
	DEMO SUSPENDED CEILING EAST SIDE	1,497 SF	0.2356%	---	10.00	14,970
	TIE-WIRES					
	GYP BOARD SOFFIT/FASCIA FRONT					
	ACT CEILING					
	LIFTS & EQUIPMENT FOR ACCESS					
	DEMO FOR PAINTING ACTIVITIES	1.00 LS	0.2356%	---	---	14,970
	PAINT	**1.00 LS**				
	BARREL VAULT CEILING	**1.00 LS**				
	PAINT BARREL VAULT CEILING	1 LS	9.7483%	---	---	619,454
	PAINT RADIUS OPEN WEB TRUSSES					
	PAINT CONDUITS & FIRE PROT PIPING					
	PAINT ALL SKYLIGHT STEEL FRAMING					
	SCAFFOLD AREAS FOR WORK					
	CAULK OPEN SCREW HOLES IN DECK					
	MASK & PROTECT FROM OVERSPRAY					
	DAILY/SHIFT WORK CLEAN-UP					
	REMOVE EXISTING PAINT FROM STRUCTURE					
	PROTECT [E] LIGHTS AND SPEAKERS					
	PROTECT METAL PALM TREES FROM OVERSPRAY					
	PAINT EQUIP HANGERS, FIRE PROOFING, INSULATION					
	PAINT SUPPORT STEEL, DUCTS, ACCESS DOORS					
	PAINT GRILLS, REGISTERS, LOUVERS & OTHER METAL SURF					
	PAINT HVAC ITEMS WHERE EXPOSED TO VIEW					
	PAINT STEEL PIPE RAILINGS & LADDERS AT ELEV PIT					
	PROVIDE SAMPLE PANELS OF PAINT					
	CLEAN ALL GREASY & OILY METAL SURFACES					
	FILL ALL NAIL HOLES, CRACKS, OPEN JOINTS					
	ALLOW AT LEAST 24 HOURS FOR ALL SURF TO DRY BETWEEN COATS					
	REMOVE ALL ELEC OUTLET COVERS & SWITCH COVER PLATES					
	ALL HARDWARE ESCUTCHEONS, AND COVER PLATES					

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EXIST - INTERIOR PAINT 1.00 LS

Row #	Summary Item Description	Quantity UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	ALL HVAC REGISTERS. REPLACE AFTER					
	REFINISH ENTIRE WALL WHERE PORTION OF FINISH HAS BEEN DAMAGED					
	TOUCH-UP WORK					
	INTERIOR UNDERSIDE VAULTED CEILING EP & REPAI R					
	NOTIFY AOR IF NON-FACTORY COATING IS FOUND					
	REMOVE ANY [E] FASTENERS, BRACKETS & EQUIP NO LONGER REQUIRED BY CPA					
	TREAT & CLEAN CORRODED AREAS					
	AFTER CORRODED SURFACES CLEANED, TREAT WITH OSPHO (OR EQUAL)					
	BRUSH OFF LOOSE OSPHO & WIPE WITH MINERAL SPIRITS					
	LIGHTLY SAND & PREP ENTIRE SURFACE AS REQUIRED					
	WIPE DOWN ENTIRE SURF WITH MINERAL SPIRITS PRIOR TO PAINT					
	PAINT SPECS					
	PRIME COAT:					
	~1ST COAT: KEM KROMIK UNIVERSAL PRIMER TO 4.0MILS					
	FINISH COAT					
	~2ND & 3RD COATS: METALATEX SEMIGLOSS ENAMEL TO 3.0MILS EACH COAT					
BARREL VAULT CEILING		1.00 LS	9.7483%	---	---	619,454
PAINT INTERIOR WALLS		**1.00 LS**				
	PAINT FIREPROOFING PATCH AREAS					
	PAINT INTERIOR WALLS					
	PAINT COLUMNS (CONC BASE/GYP WRAP)					
	PAINT DOORS & FRAMES					
	PAINT ALL DR FACES & EDGES & FRAMES					
	PAINT SCHEDULE					
	P1-SHERWIN WILLIAMS					
	P1-COLOR: EXTRA WHITE SW7006					
	P2-SHERWIN WILLIAMS					
	P2-COLOR: DARK BLUE PANTONE 2756C					
PAINT INTERIOR WALLS		1.00 LS	---	---	---	---
PAINT		1.00 LS	9.7483%	---	---	619,454
FIREPROOFING		**1.00 LS**				

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EXIST - INTERIOR PAINT 1.00 LS

Row #	Summary Item Description	Quantity	UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	FIREPROOFING PATCH BACK - ALLOWANCE	2,000	SF	0.2361%	---	7.50	15,000
	FIREPROOFING	1.00	LS	0.2361%	---	---	15,000
	EXIST - INTERIOR PAINT	1.00	LS	10.2199%	---	---	649,424

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EXTERIOR PAINT **1.00 LS**

Row #	Summary Item Description	Quantity	UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
EXTERIOR PAINT		**1.00**	**LS**				
EXTERIOR BUILDING PAINT		**1.00**	**LS**				
	PAINT EXTERIOR	1	LS	1.9924%	---	---	126,604
	P-1 BRACING BLUE SW6242						
	P-2 EXTRA WHITE SW7006						
	P-3 WINDY BLUE SW6240						
	HOISTING & EQUIPMENT						
	PROTECTION OF ADJACENT SURFACES						
	CLEAN ALL GREASY & OILY MATERIALS W/ MINERAL SPIRITS						
	FILL ALL NAIL HOLES, CRACKS, OPEN JOINTS & DEFECTS						
	ALLOW COATS TO DRY FOR AT LEAST 24 HRS						
	PAINT STUCCO:						
	~1ST COAT SW PROMAR INT/EXT BLOCK FILLER						
	~2ND & 3RD COAT: FLAT EXTERIOR ELASTOMERIC PAINT						
	METAL PAINT:						
	SURF PRET COMMERCIAL BLAST CLEANING SSPC-SP-6						
	PRIMER: Tnemec 90-97 TNEMEC-ZINC OR APPRV EQUAL						
	INTERM COAT: Tnemec series 69-COLOR HIGH BUILD EPOXOLINE II OR EQUAL						
	FINISH COAT: TNEMEC SERIES 75-COLOR ENDURA-SHEILD OR APPROV EQUAL						
	BANDING						
	COLUMNS						
	COLUMN BASES						
	ELEVATOR CORES						
	PAINT TRIM AROUND OH DOORS						
	PAINT FLASHINGS & TRIM AT ROOF						
	EXPOSED EXT STL TRUSS AT MAIN ENTRY CANOPY						
	DAILY/SHIFT WORK CLEAN-UP						
EXTERIOR BUILDING PAINT		1.00	LS	1.9924%	---	---	126,604
EXTERIOR STUCCO/EIFS		**1.00**	**LS**				
	STUCCO/EIFS EXTERIOR REPAIR	3,000	SF	1.1803%	---	25.00	75,000
EXTERIOR STUCCO/EIFS		1.00	LS	1.1803%	---	---	75,000

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EXTERIOR PAINT 1.00 LS

Row #	Summary Item Description	Quantity	UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
BUS CANOPY		**1.00**	**LS**				
	PAINT BUS CANOPY	1	LS	0.7954%	---	---	50,546
	P-1 COLUMNS & BEAMS PAINT UNDERSIDE OF DBL-T'S PROTECT FANS, LIGHTS, [E] FIRE PROTECT TRAFFIC COATING REMOVE JOINT SEALANTS TOP OF CANOPY 5 ROWS						
	SCISSOR LIFT FOR CANOPY ROOF ACCESS	1	MO	0.0472%	---	3,000.00	3,000
BUS CANOPY		1.00	LS	0.8426%	---	---	53,546
EXTERIOR PAINT		1.00	LS	4.0153%	---	---	255,150

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ROOFING (INCL SKYLIGHTS) 1.00 LS

Row #	Summary Item Description	Quantity UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	ROOFING (INCL SKYLIGHTS)	**1.00 LS**				
	VAULTED ROOF	**1.00 LS**				
	VAULTED ROOF REPLACEMENT	1 LS	19.2366%	---	---	1,222,383
	REMOVE [E] ROOF SYSTEM & REPLACE ROOF SYSTEM: SENTINEL KEE P200 HFB ADHERED IN DUOTACK SPF HFO OVER 1/4" DEXCELL FA COVERBOARD ADHERED IN DUOTACK RIBBONS OVER SOPRA-ISO INSULATION MECH FASTENED OVER 2 LAYERS SOPRA-ISO INSUL REPLACE ROOF DRAIN HEADS FLASH AND ROOF AROUND PENETRATIONS					
	EXPANSION JOINT 8/A/502	125 LF	0.3147%	---	160.00	20,000
	ROOF BLOCKING	30,439 SF	0.4790%	---	1.00	30,439
	ROOF DECK REPAIRS - ALLOWANCE	1 LS	1.5737%	---	---	100,000
	FLAT ROOF REPLACEMENT	1 LS	8.6550%	---	---	549,980
	REMOVE [E] ROOF SYSTEM & REPLACE SOPRALENE FLAM 180 FR GR (TORCH APPLIED) OVER 2-1 SOPRASMART 1/4" FLAM ADHERED IN DUOTACK RIBBONS OVER [E] LIGHTWEIGHT CONCRETE PARAPET CAP FLASHINGS ALUMINUM (FINISH TO MATCH EXISTING) ROOF HATCHES TO REMAIN					
	VAULTED ROOF	1.00 LS	30.2590%	---	---	1,922,802
	LIGHTNING PROTECTION	**1.00 LS**				
	ROOFING ELECTRICAL ALLOWANCE	1 LS	1.9671%	---	---	125,000

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ROOFING (INCL SKYLIGHTS) 1.00 LS

Row #	Summary Item Description	Quantity	UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	LIGHTNING PROTECTION	1.00	LS	1.9671%	---	---	125,000
	PLUMBING	**1.00**	**LS**				
	ROOF REPLACEMENT DRAIN MODIFICATIONS	1	LS	0.7868%	---	---	50,000
	PLUMBING	1.00	LS	0.7868%	---	---	50,000
	SKYLIGHTS	**1.00**	**LS**				
	CAULK FOR WATERTIGHT SEAL						
	CLEAN & REPLACE CAULK AT SKYLIGHTS - 34 EA - ALLOWANCE	1	LS	0.7868%	---	---	50,000
	PROTECT SKYLIGHTS DURING CAULK ACTIVITY	140	SF	0.4957%	---	225.00	31,500
	SET IN PLACE / CYCLE	136	HR	0.2140%	---	100.00	13,600
	CYCLE	136	HR	0.2140%	---	100.00	13,600
	MAINENTANCE (TOOLS, MATERIAL, MISC EQUIP)	1	LS	0.1574%	---	---	10,000
	SKYLIGHTS	1.00	LS	1.8680%	---	---	118,700
	JOINT SEALANTS AT ENDWALL GLASS W/PAINTING						
	TEMP WALKWAY FOR ROOF PROTECTION	1,440	SF	0.1813%	---	8.00	11,520
	ROOF PROTECTION FOR TRASH/DUMPSTERS						
	ROOF PROTECTION FOR MATERIAL LAYOUT	1,000	SF	0.1259%	---	8.00	8,000
	ROOFING (INCL SKYLIGHTS)	1.00	LS	35.1881%	---	---	2,236,022

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DROP-OFF CANOPY **1.00 LS**

Row #	Summary Item Description	Quantity UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	DROP-OFF CANOPY	**1.00 LS**				
	REMOVE/REPLACE CANOPY FABRIC	1 LS	16.1550%	---	---	1,026,568
	DISPOSE OF OLD FABRIC CANOPY					
	PROVIDE PTFE ROOFING PER SPECS					
	PROVIDE PROTECTION TO SURROUNDING STRUCTURES					
	PROVIDE EQUIPMENT FOR HAULING DEBRIS TO DUMPSTERS					
	NOTIFY CPA OF ANY DAMAGE TO STRUCTURE FROM OLD CANOPY					
	PROVIDE ALL COORDINATION WORK WITH STRUCT STEEL SUB					
	STEEL STRUCTURE UPDATES	1 LS	6.9667%	---	---	442,700
	SALVAGE [E] CAMERAS					
	REPLACE STEEL SLEEVES	115.00 EA				
	PROVIDE NEW 8" RADIUS PIPE (PREVIOUSLY REMOVED)					
	REPLACE COLUMN BOLTS	10.00 EA				
	SURFACE PREP & CONTAINMENT FOR NEW COATING					
	NEW COATING SYSTEM	1 LS	1.5823%	---	---	100,546
	~PRIME COAT: SW ZINC CLASS II					
	~INTERMEDIATE COAT: SW MACROEPOXY 646F					
	~FINISH COAT: SW HI-SOLIDS POLYURETHANE					
	ELECTRICAL	1 LS	2.7876%	---	---	177,136
	REMOVE/PROTECT/REINSTALL [E] CAMERAS					
	REMOVE [E] LIGHT FIXTURES					
	NEW LUMINS LIGHT FIXTURES	42.00 EA				
	SY802 SERIES SYRIOS 8" UP/DOWN LIGHT					
	REMOVE [E] SPEAKERS					
	REPLACE SPEAKERS	22.00 EA				
	~ROCKVILLE WET ARRAY 4 70V SPEAKERS					
	~DAISY-CHAINED AS CURRENTLY CONFIGURED					
	EXISTING CONDUIT, POWER WIRE, AND LV WIRE MAY BE REUSED					
	DROP-OFF CANOPY	1.00 LS	27.4916%	---	---	1,746,950

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CONSTRUCTION CONTINGENCY EARLY WORK **1.00** **LS**

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	CONSTRUCTION CONTINGENCY EARLY WORK	**1.00**	**LS**				
	CONTINGENCY FOR HARD COSTS	4,887,546	$	3.8457%	---	0.050000	244,377
	- PAINTING (INTERIOR & EXTERIOR)						
	- ROOFING						
	- DROP-OFF CANOPY						
	CONSTRUCTION CONTINGENCY EARLY WORK	1.00	LS	3.8457%	---	---	244,377

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BONDS, PERMITS, AND INSURANCES **1.00 LS**

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	BONDS, PERMITS, AND INSURANCES	**1.00 LS**				
	PAYMENT & PERFORMANCE BOND	6,672,202.73 TB	0.7980%	---	0.007600	50,709
	PERMITS - BY OWNER					
	GENERAL LIABILITY INSURANCE	6,672,202.73 TB	1.5120%	---	0.014400	96,080
	EXCESS WRAP-UP INSURANCE	6,672,202.73 TB	0.2216%	---	0.002110	14,078
	BUILDERS RISK INSURANCE	6,672,202.73 TB	0.3570%	---	0.003400	22,685
	ERRORS & OMISSIONS INSURANCE	1,436,065 $	0.1921%	---	0.008500	12,207
	BONDS, PERMITS, AND INSURANCES	1.00 LS	3.0806%	---	---	195,759

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PROJECT STAFF **1.00 LS**

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	PROJECT STAFF	**1.00**	**LS**				
	PROJECT STAFF	**1.00**	**LS**				
	PROJECT MANAGEMENT						
	PROJECT MANAGER	5	MO	1.8041%	---	22,928.52	114,643
	PROJECT ENGINEER	5	MO	1.2704%	---	16,145.99	80,730
	FIELD MANAGEMENT						
	SUPERINTENDENT - DAY	5	MO	1.9837%	---	25,211.31	126,057
	SUPERINTENDENT - NIGHT	4	MO	1.5870%	---	25,211.31	100,845
	PROJECT SUPPORT						
	BIM MODELER	1	MO	0.2541%	---	16,145.99	16,146
	ACCOUNTANT	2	MO	0.4129%	---	13,117.86	26,236
	PROJECT STAFF	1.00	LS	7.3123%	---	---	464,656
	EXPENDABLES/CONSUMABLES	1	LS	0.1841%	---	---	11,700
	PROJECT STAFF	1.00	LS	7.4964%	---	---	476,356

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CONSTRUCTION EQUIPMENT **1.00** **LS**

Row #	Summary Item Description	Quantity	UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	CONSTRUCTION EQUIPMENT	**1.00**	**LS**				
	PICK - UP TRUCK	5	MO	0.3541%	---	4,500.00	22,500
	F.O.G. - PICK UP TRUCKS	5	MO	0.1770%	---	2,250.00	11,250
	CONSTRUCTION EQUIPMENT	1.00	LS	0.5311%	---	---	33,750

Estimate Detail R1

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PROJECT GENERAL EXPENSES 1.00 LS

Row #	Summary Item Description	Quantity	UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	PROJECT GENERAL EXPENSES	**1.00**	**LS**				
	TEMPORARY TOILETS	**1.00**	**LS**				
	SEE GENERAL REQUIREMENTS						
	TEMPORARY TOILETS	1.00	LS	---	---	---	---
	TEMPORARY BUILDING - UTILITIES	**1.00**	**LS**				
	TEMP OFFICE CONNEX	5	MO	0.0866%	---	1,100.00	5,500
	DELIVERY & INSTALL	1	EA	0.0079%	---	500.00	500
	Furniture						
	TEMP POWER LINE FOR CONNEX	1	EA	0.0551%	---	3,500.00	3,500
	TEMPORARY BUILDING - UTILITIES	1.00	LS	0.1495%	---	---	9,500
	OFFICE SUPPLIES / OVERHEAD	**1.00**	**LS**				
	COFFEE & WATER	5	MO	0.0256%	---	325.00	1,625
	TRUCKING / COURIER						
	POSTAGE / COURIER SERVICE						
	COURIER SERVICE / POSTAGE	5	MO	0.0315%	---	400.00	2,000
	TELEPHONES						
	TELEPHONE - SETUP						
	TELEPHONES - SERVICE						
	CELL PHONES	22	MO	0.0346%	---	100.00	2,200
	COMPUTERS						
	COMPUTER HARDWARE-TERMINAL	22	MO	0.0744%	---	215.00	4,730
	COMPUTER LINE CHARGES	5	MO	0.0629%	---	800.00	4,000
	I-PAD/TABLET SERVICE	22	MO	0.0173%	---	50.00	1,100
	TECHNOLOGY SERVICES	22	MO	0.2597%	---	750.00	16,500
	DATA PROCESSING	6,672,202.73	TB	0.3150%	---	0.003000	20,017
	TEXTURA BILLING SOFTWARE	1	LS	0.0834%	---	---	5,300

Estimate Detail R1

BE Number **BE240947**
Opportunity No
Owner File No
Project **CT10 - Landside Modifications - Early Works Package**
Location **Port Canaveral, FL, USA**
Owner **Canaveral Port Authority**
Designer

John Palmer
Project Start **Aug 21, 2024**
Completion **Nov 27, 2024**
Functional Units
Area

Proprietary and Confidential

PROJECT GENERAL EXPENSES 1.00 LS

Row #	Summary Item Description	Quantity	UOM	% Total Cost	Item Cost /Bldg. Area	Unit Cost	Total Cost
	OFFICE SUPPLIES	5	MO	0.0511%	---	650.00	3,250
	OFFICE FURNITURE	1	LS	0.0275%	---	---	1,750
	PROJECT SIGNS	5	EA	0.0787%	---	1,000.00	5,000
	OFFICE SUPPLIES / OVERHEAD	1.00	LS	1.0618%	---	---	67,472
	SAFETY / TEMP PROTECT / FIRE PROTECTION	**1.00**	**LS**				
	MEDICAL EQUIPMENT & SUPPLIES	4	MO	0.0126%	---	200.00	800
	THIS IS MANAGEMENT ONLY - GC						
	TEMP FIRE PROTECTION - TRAILER	1	EA	0.0030%	---	190.00	190
	SAFETY, WEATHER WEAR	4	MO	0.0252%	---	400.00	1,600
	THIS IS MANAGEMENT ONLY - GC						
	FIRST AID KITS	1	EA	0.0118%	---	750.00	750
	SAFETY SIGNAGE	1	LS	0.0393%	---	---	2,500
	SPILL CONTAINMENT	2	EA	0.0031%	---	100.00	200
	SAFETY / TEMP PROTECT / FIRE PROTECTION	1.00	LS	0.0951%	---	---	6,040
	WARRANTIES & MAINTENACE	**1.00**	**LS**				
	WARRANTY - 1 YEAR	12	MO	0.0944%	---	500.00	6,000
	WARRANTIES & MAINTENACE	1.00	LS	0.0944%	---	---	6,000
	PROJECT GENERAL EXPENSES	1.00	LS	1.4008%	---	---	89,012

Meeting Date

June 26, 2024

AGENDA ITEM REQUEST

Section:	
Item Number:	1.D
Department:	Engineering
Request Action:	Consideration of authorizing staff to issue a purchase order to RUSH Construction, pursuant to continuing contract PUR-RFQ-23-1, for the CT5 and CT8 roof improvement project, with a not-to-exceed amount of $1,429,431. (Patrick Hammond/Bill Crowe)

Summary Explanation & Background:

In working with various CPA departments, Port Staff has identified various cruise terminal roofs in need of full or partial replacement. This project will replace roof sections which have reached their functional life expectancy.

The existing Cruise Terminal 5 roof was not replaced during the renovation project in 2015 and has since deteriorated causing leaks throughout the terminal. The scope of this project will replace the Cruise Terminal 5 roof to include the main terminal building and a portion of the canopy between the building and the bus loop.

Portions of the Cruise Terminal 8 roof have been replaced under various projects since 2016 to include the main terminal roofs, the bus loop roof, the loading bridge and VIP area roofs, and the rotunda roof. The roof sections located over the north baggage halls have not been replaced and have deteriorated causing leaks throughout this section of the terminal. The scope of this project will replace the Cruise Terminal 8 roof over the north baggage hall. In addition to the roof replacement, this project will also re-seal the north-facing glass wall which has begun to experience water intrusion during heavy rain.

Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total not to exceed amount of $1,429,431 will exceed the FY24 Capital Budget for this line item by $849,431. If approved however, there are funds available in FY25 to move forward if needed for the completion of this project. No change to the overall Capital Budget is required. Project 2030 - CT 5 Improvements Project 2091 - CT8 Improvements

Attachments:

REV-1 COMBINED CPA CT5 CT8 Roof Replacement Proposal.pdf

RUSH CONSTRUCTION **INC**
General Contractors, Design/Build
Construction Managers

6285 Riverfront Center Blvd.
Titusville, FL 32780
Voice 321.267.8100
Fax 321.267.9944
www.rushinc.com

June 14, 2024

REV-1

Canaveral Port Authority
445 Challenger Road
Cape Canaveral, FL 32920

Attn: Patrick Hammond

Ref: CPA- CT5 and CT8 Roof Replacement

Sub: Proposal

RUSH Construction, Inc. (RUSH) is pleased to present our cost proposal for all labor, materials, and equipment required for a complete scope of work based on the following documents-

CT-5 Roofing Cost: ($832,478.00) Eight Hundred Thirty-Two Thousand Four Hundred Seventy-Eight 0/100

CT-8 Roofing Cost: ($551,107.00) Five Hundred Fifty-One Thousand One Hundred Seven 0/100

Recalk of Curtain Walls Adder Cost: ($45,846.00) Forty- Five Thousand Eight-Hundred Forty-Six 0/100

$71,500: Owner Controlled Contingency

Please review the following scope description, assumptions, qualifications, and exclusions as they are integral to this proposal and shall be included in any subsequent contract award.

If you should you have any questions and/or require additional information, please feel free to contact us at your earliest convenience.

Very truly yours,

RUSH CONSTRUCTION, INC.

Victoria Ramos

Victoria Ramos
Estimating Intern
Email: vramos@rushinc.com

Reviewed and approved by-
Steven Keefer / Estimator
Skeefer@rushinc.com

RUSH Construction, Inc. (RUSH) is pleased to offer the following “Basis of Bid” statement of Clarifications and/or qualifications pertaining to our proposal:

SCOPE OF WORK:

1. Install Sopra Fix 612 Base sheets
2. Install Sopralene Flam 180 intermediate sheets
3. Flash in all drains and overflow drains with lead.
4. Flash all equipment stand posts, HVAC Curbs, Penetrations, etc. with Alsan liquid flashing.
5. Install Painted Aluminum copings.
6. Remove & dispose existing coping cap.
7. Clean & prepare existing membrane for new Soprema roof system.
8. Selective lightning protection removal & reinstall
9. Lightning protection certification

Qualifications/Exclusions:

1. General Liability Insurance is included.

2. Permitting is included.

3. A payment and performance bond is excluded.

4. Builders Risk is excluded.

5. Our proposal is provided only as described above.

6. Pricing is based on current market costs. Escalation costs are excluded.

7. This proposal is valid for thirty (30) days from the date of this proposal.

PROJECT: CPA- CT5 Roof Replacement
LOCATION; Port canaveral
EST. NO. 24-31-A

SCHEDULE OF VALUES

BID DATE: 6/14/2024
BID TIME: 3PM
EST TOTAL $832,478
S.F. 9,600

RUSH Construction, INC
6285 Riverfront Center Blvd.
Titusville, Fl 32780
M.(321) 403-2734 Victoria Ramos vramos@rushinc.com
P.(321) 267-8100
www.rushinc.com

REV-1

$/S.F. $86.72

TAB	DIVISION OF WORK		GMP	LIST OF SUBCONTRACTORS
1 **GENERAL CONDITIONS**	01		$108,307	RUSH
1A A/E DESIGN FEES	01		$0	
2 SITE CONDITIONS/DEMOLITION	02		$0	
3 CONCRETE	03		$0	
4 MASONRY	04		$0	
5 METALS	05		$0	
6 CARPENTRY/MILLWORK	06		$0	
7 **THERM. & MOIST. PROT.**	07		$605,874	Hamilton
8 DOORS & WINDOWS	08		$0	
9 FRAMING & DRYWALL	09		$0	
10 STUCCO	09		$0	
11 FLOORCOVERINGS	09		$0	
12 ACOUSTICAL CEILINGS	09		$0	
13 PAINTING	09		$0	
14 SPECIALTIES	10		$0	
15 CONVEYING SYS. - ELEVATOR	14		$0	
16 SPECIAL CONSTRUCTION	13		$0	
21 FIRE PROTECTION	21		$0	
22 PLUMBING	22		$0	
23 MECHANICAL	23		$0	
26 **ELECTRICAL**	26		$35,950	RUSH Facilities
27 TECHNOLOGY & SECURITY	27		$0	
31 EARTHWORK	31		$0	
32 EXTERIOR IMPROVEMENTS	32		$0	
33 UTILITIES	33		$0	
	SUBTOTAL		$750,131	
	Bldg Permit	0.00%	$0	
	SUBTOTAL		$750,131	
	OVERHEAD	5.00%	$37,507	
	SUBTOTAL		$787,638	
	FEE	5.00%	$39,382	
	SUBTOTAL		$827,019	
	GENERAL LIABILITY	0.66%	$5,458	
	SUBTOTAL		$832,478	
	BUILDERS RISK	0.00%	$0	
	SUBTOTAL		$832,478	
	CONTINGENCY	0.00%	$0	
	TOTAL		$832,478	
	BOND %	0%	$0	
	TOTAL		$832,478	

HAMILTON ROOFING INCORPORATED

4000 Old Dixie Highway
Malabar, FL 32950

TEL: (321) 729-0548 FAX: (321) 821-0253
email: tony@HamiltonRoofingInc.com

May 31, 2024

To: Rush Construction
6285 Riverfront center Blvd
Titusville, FL 32780

Re: Roofing Proposal
Cruise Terminal # 5
9245 Charels M Rowland Drive
Cape Canaveral FL , 32920

Attn: Conrad Wilson

Hamilton Roofing is pleased to present the following proposal for the above referenced project. The scope of work and quantities below are our interpretation of the means and methods needed.

Base Scope of Work – Install New Overlay Soprema Sopra-Fix System

- We propose to be access the roof utilizing stair case scaffolding
- Clean and prepare existing membrane for the new Soprema roof system.
- Remove and properly dispose of the existing coping cap .
- Mechanically attach Sopra board , installing tapered insulation (¼'' slope) between abandoned / covered sky lights.
- Mechanically attach Sopra Fix 612 base sheet with #15 fasteners and 2 .4 inch membrane plates .
- Install Sopralene Flam 180 intermediate sheet to Sopra Fix 612 sheet .
- Install Sopralene Flam 180 FR GR grey cap sheet to Sopralene Flam 180 intermediate sheet .
- Flash in all drains/ overflow drains with lead and Sopra Mastic.
- Flash in all equipment stand posts, HVAC curbs , penetrations ect, with Alsan liquid flashing.
- Flash all perimeter walls with Sopralene 180 and Granulated cap sheet. Two ply system.
- Install Painted .040 Aluminum coping along all perimeter wall tops.
- Provide a five (5) year Hamilton Roofing Contractor Warranty upon completion.
- Provide a twenty (20) year Manufacturer NDL Warranty upon completion.

The above **Base Scope of Work** can be completed for the following: **$ 605,874.00**

Please add 1.5% to the above cost in the event a P&P bond is required.
Please do not hesitate to contact me should you have any questions, concerns, or suggestions.

Anthony C. Hamilton
President

G & G Roofing Inc.

Safety·Honesty·Integrity

Flat
Metal
Tile
Shingle

JOB # 5312024-379

Customer Name: **Rush Construction Inc.**

Street: 6285 Riverfront Center Blvd.
City / State / Zip: Titusville, FL 32780
Office: · (321) 267-8100 Email: Skeefer@rushinc.com

Date 5/31/2024
Project: Reroof portion of Cruise Term # 5
9245 Charles M. Rowland Dr
Cap Canaveral, FL 32920

Scope of work proposed in accordance with specifications and plans dated 3/7/2024, RFI #1-#6 , includes labor & materials for:

1. Providing Permitting, inspections and related fees.
2. Removing and disposing of flashing materials as needed for installation of new roof products.
3. Installing tapered roof insulation boards over certain areas of the existing roof.
4. Installing one layer of modified bitumen base sheet, mechanically attached, over the existing roof cap sheet or new tapered insulation boards.
5. Installing one layer of mid-ply SBS roof material, torch applied, over the base sheet layer.
6. Installing one layer of granulated cap-ply SBS roof material, torch applied, over the mid-ply layer.
7. Installing 2- ply SBS, torch applied, roof flashing at all curbs, roof drains and up/over perimeter parapet walls…re-using existing roof drain components.
8. Installing liquid applied flashing at support posts, small conduit pipes, vtrs, etc.
9. Installing prefinished aluminum sheet metal coping caps.
10. Maintaining a clean and safe work environment through the day.
11. Provide a roof manufacturers 20-year NDL warranty on workmanship and materials.

TOTAL AMOUNT $737,200.00

ALL WORK COMES WITH A 2 YEAR WORKMANSHIP WARRANTY

NOTES:

- Proposal is for GAF SBS modified bitumen roof materials in lieu of Soprema.
- Excludes: LP testing/certs, Elastomeric coatings, mods to any MEP or IT components

This proposal is valid for 30 days. Pricing and product availability is subject to change after 30 days.

Mark Flickinger, Chief Estimator _____

G&G Roofing Construction Inc. Date: 5/31/2024 *Customer:* *Date:*

Executing this document serves as a "notice to proceed". Additional contract terms may be established in subsequent documents. However, all payments are due 30 days after invoice. Monthly invoicing will be based on approved schedule of values and work accomplished. Although G&G Roofing Construction Inc. takes all necessary precautions to protect all landscaping and keep surroundings as clean as possible, during the re-roofing process, there may be roofing debris found after the fact. By both parties signing above they are in mutual agreement the intent to enter into contract for the work stated above.

PROPOSAL

DATE:	06/11/2024
JOB:	Cruise Terminal #5 Roof Replacement
LOCATION:	Cape Canaveral, FL.
COMPANY:	RUSH Construction
ATTENTION:	Steven Keefer
	PHONE 321-267-8000 **EMAIL** skeefer@rushinc.com

SCOPE OF WORK: RUSH Facilities shall provide all labor and materials and perform all work necessary for the completion of electrical service as described below.

- Remove and replace lightning protection conductors for roof replacement (based on 9,587 sq ft).

INCLUSIONS:

- LP Conductors (Aluminum)
- Replace conductor support tabs
- Replace any damaged bonding clips
- Rental Equipment
- Inspect & Test
- Normal working hours

EXCLUSIONS:

- Surge Arrestors
- Down Conductors
- Grounding Electrodes
- Air Terminals
- Overtime
- Permit Fee
- Bid, Payment, and Performance Bonds

TOTAL: $ 35,950.00

Proposal valid for 30 days

NAME: _____ **TITLE:** _____

SIGNATURE: _____ **DATE:** _____

Florida State Certified: EC13005775
UL Lightning Protection: ULLPS1118

PROJECT: CPA- CT8 Roof Replacement
LOCATION; Port canaveral
EST. NO. 24-31-B

SCHEDULE OF VALUES

BID DATE: **6/14/2024**
BID TIME: 3PM
EST TOTAL $551,107
S.F. 6,061

RUSH Construction, INC
6285 Riverfront Center Blvd.
Titusville, Fl 32780
M.(321) 403-2734 Victoria Ramos vramos@rushinc.com
P.(321) 267-8100
www.rushinc.com

REV-1

$/S.F. $90.93

TAB	DIVISION OF WORK		DESIGN	GMP	Adder	LIST OF SUBCONTRACTORS
1 **GENERAL CONDITIONS**	01		$0	$108,307		RUSH
1A A/E DESIGN FEES	01		$0	$0		
2 SITE CONDITIONS/DEMOLITION	02			$0		
3 CONCRETE	03			$0		
4 MASONRY	04			$0		
5 METALS	05			$0		
6 CARPENTRY/MILLWORK	06			$0		
7 **THERM. & MOIST. PROT.**	07			$356,310		Hamilton
8 **DOORS & WINDOWS**	08			$0	$40,535	Division 9
9 FRAMING & DRYWALL	09			$0		
10 STUCCO	09			$0		
11 FLOORCOVERINGS	09			$0		
12 ACOUSTICAL CEILINGS	09			$0		
13 PAINTING	09			$0		
14 SPECIALTIES	10			$0		
15 CONVEYING SYS. - ELEVATOR	14			$0		
16 SPECIAL CONSTRUCTION	13			$0		
21 FIRE PROTECTION	21			$0		
22 PLUMBING	22			$0		
23 MECHANICAL	23			$0		
26 **ELECTRICAL**	26			$22,650		RUSH Facilities
27 TECHNOLOGY & SECURITY	27			$0		
31 EARTHWORK	31			$0		
32 EXTERIOR IMPROVEMENTS	32			$0		
33 UTILITIES	33			$0		
SUBTOTAL			$0	$487,267	$40,535	
Bldg Permit		0.00%	$0	$0	$0	
SUBTOTAL			$0	$487,267	$40,535	
OVERHEAD		6.00%	$0	$29,236	$2,432	
SUBTOTAL			$0	$516,503	$42,967	
FEE		6.00%	$0	$30,990	$2,578	
SUBTOTAL			$0	$547,493	$45,545	
GENERAL LIABILITY		0.66%	$0	$3,613	$301	
SUBTOTAL			$0	$551,107	$45,846	
BUILDERS RISK		0.00%	$0	$0	$0	
SUBTOTAL			$0	$551,107	$45,846	
CONTINGENCY		0.00%	$0	$0	$0	
TOTAL			$0	$551,107	$45,846	
BOND %		0%	$0	$0	$0	
TOTAL			$0	$551,107	$45,846	

HAMILTON ROOFING INCORPORATED

4000 Old Dixie Highway
Malabar, FL 32950

TEL: (321) 729-0548 FAX: (321) 821-0253
email: tony@HamiltonRoofingInc.com

May 31, 2024

To: Rush Construction
6285 Riverfront center Blvd
Titusville, FL 32780

Re: Roofing Proposal
Cruise Terminal # 8
9155 Charels M Rowland Drive
Cape Canaveral FL 32920

Attn: Conrad Wilson

Hamilton Roofing is pleased to present the following proposal for the above referenced project. The scope of work and quantities below are our interpretation of the means and methods needed.

Base Scope of Work – Install New Overlay Soprema Sopra-Fix System

- Mechanically attach Sopra board over relaxed existing roof .
- Install Sopra Fix 612 base sheet with #15 fasteners and 2.4 inch membrane plates .
- Install Sopralene Flam 180 intermediate sheet .
- Install Sopralene Flam 180 FR GR grey cap sheet.
- Install new drain lead sheet set in mastic before installing cap sheet .
- Flash and terminate all walls with 2 stage counter flashings .
- Install Painted .040 Aluminum edge meatal .
- Provide a five (5) year Hamilton Roofing Contractor Warranty upon completion.
- Provide a twenty (20) year Manufacturer NDL Warranty upon completion.

The above **Base Scope of Work** can be completed for the following: **$ 356,310.00**

Please add 1.5% to the above cost in the event a P&P bond is required.

Please do not hesitate to contact me should you have any questions, concerns, or suggestions.

Anthony C. Hamilton
President

G&G Roofing Inc.

Flat
Metal
Tile
Shingle

Safety·Honesty·Integrity

JOB # 5312024-244

Customer Name: **Rush Construction Inc.**

Street: 6285 Riverfront Center Blvd.
City / State / Zip: Titusville, FL 32780
Office: · (321) 267-8100 Email: Skeefer@rushinc.com

Date 5/31/2024
Project: Reroof portion of Cruise Term #8
9155 Charles M. Rowland Dr
Cap Canaveral, FL 32920

Scope of work proposed in accordance with specifications and plans dated 3/7/2024, RFI #1-#6 , includes labor & materials for:

1. Providing Permitting, inspections and related fees.
2. Removing and disposing of flashing materials as needed for installation of new roof products.
3. Installing one layer of modified bitumen base sheet, mechanically attached, over the existing roof.
4. Installing one layer of mid-ply SBS roof material, torch applied, over the base sheet layer.
5. Installing one layer of granulated cap-ply SBS roof material, torch applied, over the mid-ply layer.
6. Installing 2- ply SBS, torch applied, roof flashing at curbs, roof drains and up/over perimeter parapet walls…re-using existing roof drain components.
7. Installing liquid applied flashing at support posts, small conduit pipes, vtrs, etc.
8. Installing prefinished aluminum sheet metal gravel stop edge and counterflashing.
9. Maintaining a clean and safe work environment through the day.
10. Provide a roof manufacturers 20-year NDL warranty on workmanship and materials.

TOTAL AMOUNT $494,750.00

ALL WORK COMES WITH A 2 YEAR WORKMANSHIP WARRANTY

NOTES:

- Proposal is for GAF SBS modified bitumen roof materials in lieu of Soprema.
- **Excludes:** LP testing/certs, Elastomeric coatings, mods to any MEP or IT components, wall panel sealants and caulking.

This proposal is valid for 30 days. Pricing and product availability is subject to change after 30 days.

___Mark Flickinger, Chief Estimator _____

G&G Roofing Construction Inc. Date: 5/31/2024 *Customer:* *Date:*

Executing this document serves as a "notice to proceed". Additional contract terms may be established in subsequent documents. However, all payments are due 30 days after invoice. Monthly invoicing will be based on approved schedule of values and work accomplished. Although G&G Roofing Construction Inc. takes all necessary precautions to protect all landscaping and keep surroundings as clean as possible, during the re-roofing process, there may be roofing debris found after the fact. By both parties signing above they are in mutual agreement the intent to enter into contract for the work stated above.

PROPOSAL

DATE:	06/11/2024
JOB:	Cruise Terminal #8 Roof Replacement
LOCATION:	Cape Canaveral, FL.
COMPANY:	RUSH Construction
ATTENTION:	Steven Keefer
	PHONE 321-267-8000 **EMAIL** skeefer@rushinc.com

SCOPE OF WORK: RUSH Facilities shall provide all labor and materials and perform all work necessary for the completion of electrical service as described below.

- Remove and replace lightning protection conductors for roof replacement (based on 6,040 sq ft).

INCLUSIONS:

- LP Conductors (Aluminum)
- Replace conductor support tabs
- Replace any damaged bonding clips
- Rental Equipment
- Inspect & Test
- Normal working hours

EXCLUSIONS:

- Surge Arrestors
- Down Conductors
- Grounding Electrodes
- Air Terminals
- Overtime
- Permit Fee
- Bid, Payment, and Performance Bonds

TOTAL: $ 22,650.00

Proposal valid for 30 days

NAME: _____ **TITLE:** _____

SIGNATURE: _____ **DATE:** _____

Florida State Certified: EC13005775
UL Lightning Protection: ULLPS1118

Estimate

Division 9
Painting&Wallcovering Inc.

RUSH CONSTRUCTION INC.
6285 RIVERFRONT CENTER BLVD
TITUSVILLE FL. 32780

Date 5/27/2024

Description	Total
WINDOW SEALANT **WINDOW SEALANT (WEST ROOF ELEVATION 3 HALF CIRCLE CURTAIN WALL , 2 FULL CIRCLE FIXED WINDOW)** **1) PRESSURE WASH WINDOW FRAMES AND WINDOW WALL TO REMOVE CONTAMINANTS** **2) REMOVE ALL OLD AND FAILED SEALANT AND BACKER ROD FROM PERIMETERS OF GLASS TO METAL , METAL TO STUCCO AND METAL TO METAL , SOLVENT CLEAN AND REPLACE BACKER ROD AND SEALANT WITH DOW SILICONE SEALANT APPROX , 5,500 LFT** **3) SCAFFOLDING RENTAL AND PLYWOOD** **LABOR AND MATERIAL**	**40,535.00**
(NOTE) WE ARE PLANNING ON ALL SCAFFOLDING AND PLYWOOD GOING THROUGH ROOF ACCESS DOOR IF IT DON'T FIT ADDITIONAL CHARGE FOR LULL TO BE ADDED **ESTIMATE INCLUDES ALL LABOR , MATERIAL AND NECESSARY EQUIPMENT TO COMPLETE PER OUR SPECIFICATIONS**	

DISNEY CRUISE TERMINAL CT-8

Total **$40,535.00**

BRUCE A. CORNS 3604 GINGER ST. MIMS FL. 32754 PHONE 321-302-5577 FAX 321-268-4553
DIV.9PAINTING@GMAIL.COM

Signature _____

PROPOSAL

CGC# 060679 / EC#13005775 / CAC# 1815807

Proposal: RF24041
Estimate Date: 5/29/2024
MCWO: N/A
Client PO: N/A
PM: CB

RUSH Construction
6285 Riverfront center BLVD.
Titusville FL, 32780
Attention: Mike Lapinski

Description: Setup scaffolding in front of specified window at upper terminal 8 windows on roof. Work can only be done Tuesday, Wensday, and Thursday at this terminal. Put plywood under scaffold and tie off to upper roof. Remove glazing from exterior of specified windows. Install new black window glaze to all windows that glaze was removed from. Demobilize from site when all specified windows have been reglazed.

Scope of Work:
a.) Put plywood done where scaffold will be setup.
b.) Setup scaffold and tie off for safety and have scaffold inspected and tagged.
c.) Remove all glaze around specified windows on exterior side of window.
d.) Install new black glaze around specified windows.
e.) Clean up any trash and demobilize from project site.

Exclusions: Any work done outside of scope of work will have additional charges added at end of project.

Quote Total: **$83,445.99**

Thank you for the opportunity to provide this quote for you!

Please call RUSH Facilities to schedule the work. (321) 267-8108
All work performed M-F 7:30 - 3:30 unless otherwise indicated.
Terms: Net 30.
Approval to proceed with work: *(please execute and return)*

Signature **Printed Name & Date**

Meeting Date

June 26, 2024

AGENDA ITEM REQUEST

Section:	
Item Number:	1.E
Department:	Engineering
Request Action:	Consideration of authorizing staff to issue a purchase order to Trane, pursuant to the piggyback agreement for HVAC Services dates 10/26/22 between CPA and Trane U.S., Inc, with a not-to-exceed amount of $529,781, to furnish and install five roof top units (RTUs) at Cruise Terminal 10. (AJ Jendroch/Bill Crowe)
Summary Explanation & Background: The existing roof top units at Cruise Terminal 10 are nearing the end of their service life and need to be replaced to ensure continued HVAC operation in the terminal. The new RTUs will have an entire unit corrosion coating that will enhance the equipment longevity and will be connected to a new building control system. Adding the building controls allows monitoring of the HVAC system to ensure the system is operating efficiently, conserves energy, and provides easy access for troubleshooting.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total not to exceed amount of $529,781 will exceed that line item by $29,781. If approved this item will be funded by saving from other projects and contingency line item 2273. Project 1640 - Cruise Terminal Furniture and Equipment

Attachments:

Trane Turnkey Proposal - CPA CT-10 RTU Replacements.pdf

Trane Turnkey Proposal

June 12, 2024



Turnkey Proposal For:
AJ Jendroch
Director of Facilities
Canaveral Port Authority

Job Name:
CPA CT-10 RTU
Turnkey Replacements

Proposal ID:
7625569

Local Trane Office:
Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751

Local Trane Representative:
Dean Drafts
Account Manager
Cell: (407) 702-9704
Office: (407) 660-1111

CC: Jason Aki – Team Leader

Omnia Partners / Trane Contract # 3341

Omnia Partners / Trane Proposal #H3-dT4AAK-23-001

TRANE TURNKEY PROPOSAL

Executive Summary

Trane is pleased to present a solution to help the Canaveral Port Authority reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from your team to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits the Canaveral Port Authority should expect from this project are highlighted below.

- Trane Safety Plans in Place
- Trane Installation Team Oversight
- Turnkey Project
- BAS Integration & Upgrade
- Newer, More Efficient Equipment with Five (5) Year Parts and Labor Factory Warranties

Trane appreciates the opportunity to earn your business. Your investment in this project will provide CT-10 with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with you for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.



Dean Drafts
Account Manager
Trane U.S. Inc.

CC: Jason Aki – Team Leader

Prepared For:
AJ Jendroch
Director of Facilities
Canaveral Port Authority

Job Name:
CPA CT-10 RTU
Turnkey Replacements

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Date:
June 12, 2024

Proposal Number:
7625569

Payment Terms:
Net 30

Proposal Expiration Date:
30 Days

Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work with the Canaveral Port Authority.

Turnkey Installation of HVAC Equipment

- Quantity one (1) 12.5-ton Trane Rooftop Unit (Model #TSJ150B)
  - RTU-1 Replacement Equipment
  - 460 volt, 60 Hz, 3 Phase
  - R-410A DX Cooling with 18 kW Electric Heat
  - Standard Efficiency
  - Symbio 700 Unit Controls
  - Economizer, Reference Enthalpy with Barometric Relief
  - Standard Panels with 2-in MERV 8 Filters
  - Through the Base Electric
  - Non-Fused Disconnect Switch
  - 20A Convenience Outlet
  - Advanced Controls and BACnet BAS
  - Modulating Hot Gas Reheat (HGRH)
  - Stainless Steel Drain Pan
  - Condenser Coil Guards
  - Entire-unit Corrosion Coatings
  - Roof Curb Adapter
  - Five-year Parts and Labor Warranties



- Quantity one (1) 40-ton Trane Rooftop Unit (Model #TCD480D)
  - RTU-2 Replacement Equipment
  - 460 volt, 60 Hz, 3 Phase
  - R-410A DX Cooling with 54 kW Electric Heat
  - High Efficiency
  - Downflow Supply and Up Flow Return
  - 2" MERV 8 High Efficiency, Throwaway Filters
  - Condenser Coil Guards
  - Adv Ctrl & BACnet/Modbus Comm. (BCI)
  - High Fault SCCR w/ Disconnect Switch & Convenience Outlet
  - Stainless Steel Drain Pan
  - Entire-unit Corrosion Coatings
  - Five-year Parts, Labor, and Refrigerant Warranties



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- Quantity one (1) 17.5-ton Trane Rooftop Unit (Model #TSJ210A)
  - RTU-3 Replacement Equipment
  - 460 volt, 60 Hz, 3 Phase
  - R-410A DX Cooling with 36 kW Electric Heat
  - Standard Efficiency
  - Symbio 700 Unit Controls
  - Standard Panels with 2-in MERV 8 Filters
  - Through the Base Electric
  - Non-Fused Disconnect Switch
  - 20A Convenience Outlet
  - Advanced Controls and BACnet BAS
  - Modulating Hot Gas Reheat (HGRH)
  - Stainless Steel Drain Pan
  - Condenser Coil Guards
  - Entire-unit Corrosion Coatings
  - Roof Curb Adapter
  - Five-year Parts and Labor Warranties



- Quantity two (2) 35-ton Trane Rooftop Unit (Model #TCD420C)
  - RTU-4A & 4B Replacement Equipment
  - 460 volt, 60 Hz, 3 Phase
  - R-410A DX Cooling, No Heat
  - High Efficiency
  - Downflow Supply and Up Flow Return
  - 2" MERV 8 High Efficiency, Throwaway Filters
  - VAV (DTC) with Supply VFD w/ Bypass
  - Condenser Coil Guards
  - Adv Ctrl & BACnet/Modbus Comm. (BCI)
  - High Fault SCCR w/ Disconnect Switch & Convenience Outlet
  - 0-100% Economizer, Dry Bulb Control, Ultra Low Leak Damper & Traq OA Measurement
  - Stainless Steel Drain Pan
  - Entire-unit Corrosion Coatings
  - Five-year Parts, Labor, and Refrigerant Warranties



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Mechanical Installation

- Provide and deliver listed HVAC equipment to jobsite.
- Mobilize equipment and materials to rooftop at beginning of project.
- Shutdown, disconnect, and ready existing five (5) RTUs for removal.
- Provide crane and rigging to remove existing RTUs from rooftop.
- Provide cleaning and preparation to existing roof curbs with new foam curb tape.
- Provide and install one (1) new curb adapter for RTU-1 on existing roof curb.
- Fasten new adapter to existing curb with screws per engineered spacing requirements.
- Extend electrical for RTU-1 as needed to reach new point of connection after curb adapter is installed.
- Install new lightning protection on RTU-1 due to new curb adapter.
- Reinstall existing lightning protection on RTU-4A and RTU-4B.
- Provide and install new lightning protection on RTU-2 and RTU-3 due to none existing.
- Set five (5) new RTUs on curbs/adapter via provided mobile crane.
- Demo, remove, and properly dispose of the existing stainless steel disconnect boxes on outside of the existing RTUs.
- Connect existing 120V high voltage wiring to factory mounted convenience outlets on new RTUs.
- Provide and install overflow safety pan switches on new RTUs.
- Fasten new RTUs to curbs/adapter with screws per engineered spacing requirements.
- Provide indoor man lift and perform sealing of insulation seam on end of return air duct in ceiling for RTU-4A and RTU-4B.
- Spray paint new insulation on return air duct black to match existing.
- Provide necessary mechanical permits.
- Clean up and remove materials and debris from the site.
- Provide OEM start-up of new RTUs and ensure proper operation.

Building Controls Installation

- Provide a Trane Tracer® SC+ & Synchrony™ Control System based Building Automation System (BAS) complete with custom graphics and SC+ software licenses for control and monitoring of the scope of work below. System interface to be web based with user access via any standard internet browser.
- Remove the obsoleted quantity two (2) Trane Tracer® SCs and properly dispose.
- Provide and install quantity two (2) Trane Tracer® SC+ Building Controllers to serve as the building wide interface.
- Modify the existing Tracer® Ensemble™ Enterprise Building Management System to facilitate a system wide communication interface.
- Provide and install quantity five (5) new Wireless Communication Interfaces (WCIs) for each of the new rooftop units.
    - NOTE: Existing Air-Fi™ zone sensors are to remain and are presumed to be in good condition.
- Design and provide a new control submittal.
- Provide control system programming, system operations verification, graphics, and start-up.
- Provide Tracer® Ensemble™ Graphics to represent the installed equipment, including control / monitoring points for operator viewing and editing.
- Provide 1st Year Parts and Labor Warranty.
- Provide up to 4 hours of on-site system training to owner personnel.

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Proposal Notes/ Clarifications

- Work to be performed during normal business hours (8am to 5pm, M-F, non-holidays).
- Proposal does not include "Premium Time" or Price Contingency therefor.
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval.
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors.
- Asbestos or hazardous material abatement removal shall be performed by customer.
- Repair / recalibration of the existing controls are not included.
- Demolition/removal or replacement of existing devices/sensors is not included (quoted as "assumed" to be in working condition).
- All new wiring circuits at or above 110/120 volts is not included.
- Fire alarm work or life safety systems are not included.
- Engineering or bonding is not included.
- Air Test & Balance is not included.
- Concrete pads or sidewalk repairs are not included.
- Painting or patching of any kind not listed is not included.
- Structural steel work is not included.
- Roof work or roof penetrations are not included.
- Roof curb adapter is included for RTU #1 (12.5-ton). No curb adapters needed for replacement of RTU #2, #3, #4A or #4B.
- New main power is not included.
- New field-installed electrical disconnects are not included as the new units include factory installed non-fused disconnect switches.
- Indoor lift is included.
- No MOT plan or barricade rentals are included.
- Any bond costs are not included.
- Any and all work not specified is not included and is to be considered extra.

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Pricing and Acceptance

Attention:
AJ Jendroch
Director of Facilities
Canaveral Port Authority

Site Address:
Cruise Terminal #10
9005 Charles M Rowland Dr.
Cape Canaveral, FL 32920

Investment

Total Investment for Rooftop Unit Turnkey Replacements ..... $ 529,781

Financial items not included

- Liquidated and consequential damages
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Dean Drafts

Dean Drafts
Account Manager
Trane U.S. Inc.
(407) 660-1111

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CUSTOMER ACCEPTANCE Canaveral Port Authority	TRANE ACCEPTANCE Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: **Dean Drafts**
_____ Printed Name	Proposal Date: June 12, 2024 Cell: (407) 702-9704 Office: (407) 660-1111 License Number: CMC1249843
_____ Title	_____ Authorized Representative
_____ Purchase Order	_____ Title
_____ Acceptance Date	_____ Signature Date:

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

Proposal is valid for 30 days from June 12, 2024.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

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TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

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13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up**. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the

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Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)" are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY .OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized

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to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)
Supersedes 1-26.251-10(1221)

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SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

   "Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

   "Equipment" shall have the meaning set forth in the Agreement.

   "HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

   "Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

   "Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
   a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
   b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
   c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
   d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no

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longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).

e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "***Laws***").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("***Information Security Program***"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

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12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
    (i) data backups; and
    (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

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Meeting Date

June 26, 2024

AGENDA ITEM REQUEST

Section:	
Item Number:	1.F
Department:	Engineering
Request Action:	Consideration of authorizing staff to issue a purchase order to Heard Construction, Inc., pursuant to continuing contract PUR-RFQ-23-1, for roofing upgrades at 620 Magellan Road with a not-to-exceed amount of $677,892.08. (AJ Jendroch/Bill Crowe)
Summary Explanation & Background: The existing roof at 620 Magellan Road has reached the end of its useful life and needs to be replaced.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total not-to-exceed amount of $677,892 will exceed the FY24 Capital Budget for this line item by $177,892. If approved, this will be funded from savings on other projects and the contingency line item 2273. No change to the FY24 Capital Budget is required. Project 2075 - Maritime Center and Tenant Improvements

Attachments:

Heard CPA Blue Origin Roof Repairs Proposal_2024.06.20.pdf

Heard Construction, Inc.

PO BOX 540218
MERRITT ISLAND, FL 32954
PH 321-452-5494

6/20/2024

Canaveral Port Authority
445 Challenger Road
Cape Canaveral, FL 32920

Attn: AJ Jendroch, Director of Facilities

Subject: Proposal for CPA Blue Origin Roof Repairs

AJ,

Please find attached our Proposal for CPA Blue Origin Roof Repairs in the amount of Six Hundred Seventy Seven Thousand Eight Hundred Ninety Two Dollars and Eight Cents ($677,892.08). Our Proposal is being submitted for your review and approval. The proposal is based on and includes the following:

Exhibit A - Estimate
Exhibit B - Allowances, Alternates, Value Engineering Options and Owner Direct Purchases
Exhibit C - Summary, Qualifications and Assumptions, and Exclusions
Exhibit D - Bid Tabs

Heard Construction Project Team members currently assigned to the project are:

Project Executive - Andy Day
Project Manager - Lu Anne Woodley

We appreciate this opportunity and look forward to working with the Canaveral Port Authority team on this project.

Should you have any questions, please contact the undersigned.

Sincerely,

Don Gorham, Preconstruction Manager
Heard Construction, Inc.

Exhibit A

CPA Blue Origin Roof Repairs Estimate
6/20/2024

	Qty	Unit	Unit Cost	Extended Cost
CSI Division 0 - General Conditions				
Project Executive	20	hour(s)	$125.64	$2,512.80
Project Manager	60	hour(s)	$87.14	$5,228.40
Vehicle Project Manager's Vehicle	2	month(s)	$558.00	$1,116.00
Phone Project Manager's Phone	2	month(s)	$52.00	$104.00
Project Superintendent Supervision not included per Canaveral Port Authority's direction.	0	NIC	$79.59	$0.00
Vehicle Superintendent's Vehicle	0	NIC	$558.00	$0.00
Phone Superintendent's Phone	0	NIC	$52.00	$0.00
Project Estimator	16	hour(s)	$80.10	$1,281.60
Project Clerk	16	hour(s)	$30.10	$481.60
CSI Division 0 - General Conditions Summary				**$10,724.40**
CSI Division 7 - Thermal and Moisture Protection				
Roofing Subcontractor Clean and prep all specified roof areas. Perform any necessary repairs as required. Includes Lightning Protection Removal and Replacement. See detailed Scope of Work per TECH SYSTEMS, Inc. Quote Dated June 5th, 2024. Area 1 $152,770.00 Area 2 $114,100.00 Area 3 $68,700.00 Area 4 $88,500.00 Area 5 $52,770.00 Area 6 $21,160.00 Lightning Protection Remove and Replace $24,500.00	1	lump sum	$522,500.00	$522,500.00
CSI Division 7 - Thermal and Moisture Protection Summary				**$522,500.00**
Subtotal				$533,224.40
Subcontractor Bonds (2.5% of $522,500.00)				$13,062.50
General Liability @ 0.26%				$1,386.37

Exhibit A

CPA Blue Origin Roof Repairs Estimate
6/20/2024

	Qty	Unit	Unit Cost	Extended Cost
			Subtotal	$547,673.27
			Contingency @ 10%	$54,767.32
			Subtotal	$602,440.59
			Overhead @ 5%	$30,122.04
			Subtotal	$632,562.63
			Profit @ 6%	$37,953.77
			Subtotal	$670,516.40
			Builder's Risk @ 0.00%	$0.00
			Performance and Payment Bonds @ 1.10%	$7,375.68
			Total	**$677,892.08**

Exhibit B

Allowances, Alternates, Value Engineering (VE) Options and Owner Direct Purchases (ODPs)
6/20/2024

Allowances

No Allowances

Alternates

No Alternates

VE Options

No VE Options

ODPs

No Owner Direct Purchases

Exhibit C

Summary, Qualifications and Assumptions, and Exclusions
6/20/2024

Summary

Scope of Work

1. Clean and prep all specified roof areas. Perform any necessary repairs as required.

2. On Roof Areas 1 and 6, mechanically attach an insulated roof coverboard over the existing roof surface. Install a 20-year NDL warranted single ply roof system per manufacturer's specifications. Install new scuppers, single ply pipe boots, vents, flashings, and skirt metal as required. Existing mechanical equipment curbs are to be reused and flashed per manufacturer's specifications. Install walkway pads at existing locations. 650' lineal feet of walkways are included.

3. On Roof Area 2, install pressure treated wood nailers as required. Install EFS flute fill and mechanically attach an insulated roof coverboard. Then install a 20-year NDL warranted single ply roof system per manufacturer's specifications. Eliminate gutter system. On the draining edge, the single membrane will be wrapped over the perimeter edge and tied into the existing membrane between Roof Area 2 and Roof Area 1 in order to produce a watertight transition between the roof and walls. Wall system between Roof Areas 1 and 2 to be inspected, material laps probed, and any voids repaired as needed.

4. On Roof Areas 3 and 5, install pressure treated wood nailers as required on draining edges. Install EFS flute fill and mechanically attach an insulated roof coverboard. Then install a 20-year NDL warranted single ply roof system per manufacturer's specifications. Install new edge metal and counter flashing/terminations on wall transitions.

5. On Roof Area 4, install EFS flute fill and mechanically attach an insulated roof coverboard. Note: internal gutter to be eliminated. Tapered polyiso crickets and new drains will be installed to promote positive water drainage to existing leader heads. Then install a 20-year NDL warranted single ply roof system per manufacturer's specifications. Install new counter flashing/terminations on wall transitions.

6. Complete all corner, curb, wall flashing, and field-flashing details to meet or exceed manufacturer's specifications.

Option 1: Lightning Protection Removal and Replacement. Remove the existing roof top lightning protection components back to the downlead source, leaving all downlead sources intact for reuse. After completion of the new roof system, install a new complete Class I & II Aluminum roof top component system back per code requirements and tie back into the existing downleads. NOTE - The existing downleads and grounding are not a part of this quote nor is it the responsibility, per this quote, to confirm by any means, that the existing downleads and grounding are code compliant.

Exhibit C

Summary, Qualifications and Assumptions, and Exclusions
6/20/2024

Qualifications and Assumptions

TECH SYSTEMS, Inc. proposal dated June 5, 2024 is include as part of this proposal and is labeled as "Attachment HCI 001"

There are no drawings or specifications for this project. Heard Construction's Proposal is solely based on TECH SYSTEM'S experience, expertise, interpretation or the necessary repairs required for Areas listed at 1 thru 6. The High Bay Roof area is not included in this scope of work.

We have included an 10% construction contingency.

We have included 2.5% for sub bonds.

Our proposal is based on Project Management and Project Management Support personnel stationed in our main office being billable to the project.

Wood Replacement Cost, if needed are as follows:

1x4s $10.50 per lineal foot
2x4s $11.25per lineal foot
2x6s $12.75 per lineal foot
2x8s $14.25 per lineal foot
1x2s $7.75 per lineal foot
1x6s $12.00 per lineal foot
1x8s $12.75 per lineal foot
1x12 fascia $14.25 per lineal foot
Plywood $5.25 per square foot

***See TECH SYSTEMS Inc. proposal dated June 5, 2024 for additional project qualifications.

Exhibit C

Summary, Qualifications and Assumptions, and Exclusions
6/20/2024

Exclusions

Mechanical, Electrical and Plumbing work of any kind.

Consumption cost of temporary utilities.

Hazardous material removal or containment such as Asbestos Abatement, Lead Paint Abatement, PCB Ballast's Abatement, etc.

Building Permit of impact fees of any kind.

Owner Direct Purchases.

Changes resulting during permitting that are required by the AHJ.

Protection of existing building contents during roof construction.

Replacement of structural members, purlins, metal decking, etc...

Repair/ Painting of Chilled Water supports at Roof Area 1.

Construction area laydown restoration.

Sidewalk, curb and asphalt repair.

Project supervision is not include per Canaveral Port Authority's request.

***Builders Risk is not included.**

PO Box 540218, Merritt Island, FL 32954 | 95 East Hall Road, Merritt Island, FL 32953
Phone (321) 452-5494 | www.heardconstruction.com | Fax (321) 452-6946

Bid Tabulation

Bid Package 7.5 Membrane Roofing Contractor **Bid Date:**

Bidder	Acknowledged Addenda	Base Bid	Alternate 1	Alternate 2	Alternate 3	Alternate 4	Bid Total
Nailed It Roofing Solutions, LLC.	NA	$662,400.00					$662,400.00
Springer-Peterson	NA	$354,930.00					$354,930.00
Tech Systems, Inc.	NA	$498,000.00					$498,000.00

Alternate Descriptions:

Alternate 1	Alternate 2	Alternate 3	Alternate 4

Comments:

Springer-Peterson did not include Area 1

TECH SYSTEMS INC

June 5, 2024

CONTRACT AGREEMENT

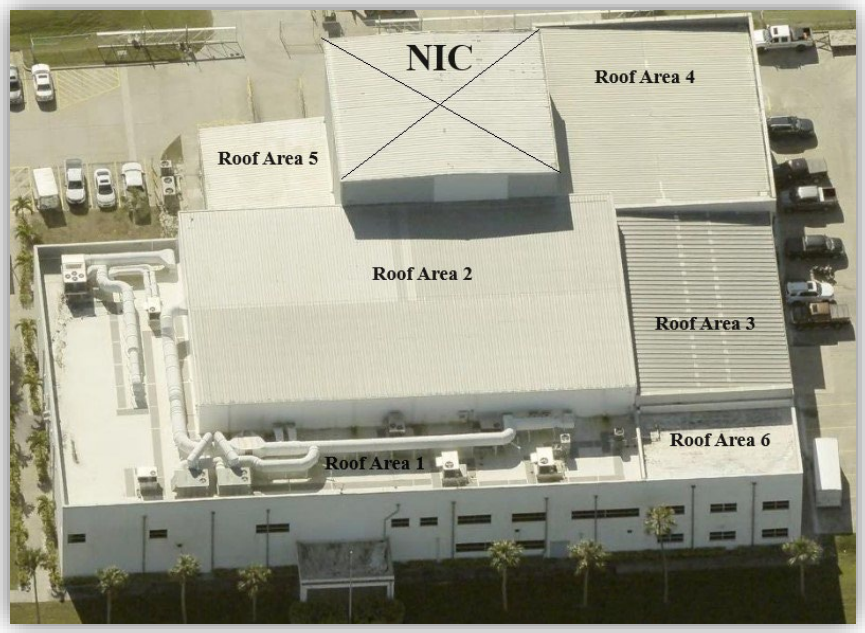
THIS AGREEMENT, submitted between TECH SYSTEMS INC., hereinafter called the Contractor and CANAVERAL PORT AUTHORITY, hereinafter called the Owner:

WHEREAS, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

The Contractor shall furnish all of the materials and perform all of the work in a workmanlike manner on the following property to wit:

Roof Recover

620 Magellan Road
Cape Canaveral, FL 32920



Tech Systems Inc.
2001 Hughes Road, Suite #1
Melbourne, FL 32935
Phone: 321.259.2246 | Fax: 321.255.0291
www.techsystemsflorida.com

Scope of Work

1. Clean and prep all specified roof areas. Perform any necessary repairs as required.

2. On Roof Areas 1 and 6, mechanically attach an insulated roof coverboard over the existing roof surface. Install a 20-year NDL warranted single ply roof system per manufacturer's specifications. Install new scuppers, single ply pipe boots, vents, flashings, and skirt metal as required. Existing mechanical equipment curbs are to be reused and flashed per manufacturer's specifications. Install walkway pads at existing locations. 650' lineal feet of walkways are included.

3. On Roof Area 2, install pressure treated wood nailers as required. Install EFS flute fill and mechanically attach an insulated roof coverboard. Then install a 20-year NDL warranted single ply roof system per manufacturer's specifications. Eliminate gutter system. On the draining edge, the single membrane will be wrapped over the perimeter edge and tied into the existing membrane between Roof Area 2 and Roof Area 1 in order to produce a watertight transition between the roof and walls. Wall system between Roof Areas 1 and 2 to be inspected, material laps probed, and any voids repaired as needed.

4. On Roof Areas 3 and 5, install pressure treated wood nailers as required on draining edges. Install EFS flute fill and mechanically attach an insulated roof coverboard. Then install a 20-year NDL warranted single ply roof system per manufacturer's specifications. Install new edge metal and counter flashing/terminations on wall transitions.

5. On Roof Area 4, install EFS flute fill and mechanically attach an insulated roof coverboard. Note: internal gutter to be eliminated. Tapered polyiso crickets and new drains will be installed to promote positive water drainage to existing leader heads. Then install a 20-year NDL warranted single ply roof system per manufacturer's specifications. Install new counter flashing/terminations on wall transitions.

6. Complete all corner, curb, wall flashing, and field-flashing details to meet or exceed manufacturer's specifications.

Special Conditions

1. Owner to furnish electrical power, water, and ground storage area.

2. Contractor shall be responsible for all damage and theft of tools and materials stored on the site.

3. It is understood that Contractor shall not be held responsible for any damage to the interior of the building or its contents unless caused by Contractor's negligence.

4. Owner and Contractor will agree on any changes of specifications in writing, executed by both parties, before any additional work is done.

5. This contract can be modified only if Owner and Contractor sign a later agreement, which sets for the changes agreed to. If there are any work modifications, the resulting cost or credit to Owner will be detailed and included in the new agreement.

6. Precautionary measures will be taken to protect the premises from damage, but please be aware that heavy loads on trucks and cranes are necessary to deliver and remove material on your job. Concrete and most other driveway and sidewalk materials many times are not able to may not withstand the weight without cracking. Therefore, neither Tech Systems, Inc., nor our material supplier, will assume responsibility for cracking or breaking of driveways, sidewalks, curbs, etc., which may occur.

7. Contractor shall not be held responsible for any damage as a result of movement in decking during re-roof projects.

8. Contractor not responsible for any damage or punctures to A/C lines, electrical lines, cables, and/or plumbing items on the underneath side of the roof decking. Contractor not responsible for any damage to awnings, soffit, screen enclosures, stucco, drywall, landscaping, or pavers.

9. Any electrical, mechanical, or plumbing work, as may be required outside of the work required to complete the project as described herein, to be completed by Owner, if needed.

10. Contract is contingent upon approval by the Building Department, pull tests, and the material manufacturer, if applicable.

11. Force Majeure Clause – any material cost increases incurred after Contract signing due to recent price increases by suppliers will be passed on to the Owner within reason with necessary back-up data.

12. No additional slope to be added. If additional slope is required by the building department there would be an upcharge.

13. Reuse existing leader heads, gutters, and downspouts. Please note that it is very difficult to remove and then re-use existing gutters. Tech Systems Inc. will take all necessary precautions to maintain their existing condition for re-use but is not responsible for any damage caused by removing them.

14. Time and Material Work - Labor rate per hour for any work not considered in the above items, which does not lead well to unit pricing or cannot be successfully negotiated:
    a. Hourly labor rate: $65.00

b. % Mark up on Materials or Additional Subcontractors: 10%

15. Wood Replacement Costs, if needed.

1x4s	$10.50 per lineal foot
2x4s	$11.25per lineal foot
2x6s	$12.75 per lineal foot
2x8s	$14.25 per lineal foot
1x2s	$7.75 per lineal foot
1x6s	$12.00 per lineal foot
1x8s	$12.75 per lineal foot
1x12 fascia	$14.25 per lineal foot
plywood	$5.25 per square foot

Permits and Fees

1. Contractor shall provide all necessary permits for the execution of this contract and comply with any state or county licensing requirements.

Insurance

1. Provisions shall be made to protect all property from damage and the public against hazard or injury. All property damaged as a result of this work shall be restored or repaired by the Contractor at his expense.

2. Contractor shall submit statement of insurance coverage and comply with Owner's requirement and agrees to keep said insurance in force for the duration of this contract, including the full period for correction of Work.

3. Contractor shall hold Owner harmless for any accidents occurring to his employees, for the duration of this contract, including the full period for correction of Work.

Warranty

1. Provide to Owner a twenty (20) year NDL (no dollar limit) labor and material manufacturer's warranty.

Contract Price

Area 1	**$152,770.00**
Area 2	**$114,100.00**
Area 3	**$68,700.00**
Area 4	**$88,500.00**
Area 5	**$52,770.00**
Area 6	**$21,160.00**
Total All Roofs	**$498,000.00**

Option 1: Lightning Protection Removal and Replacement. Remove the existing roof top lightning protection components back to the downlead source, leaving all downlead sources intact for reuse. After completion of the new roof system, install a new complete Class I & II Aluminum roof top component system back per code requirements and tie back into the existing downleads. NOTE - The existing downleads and grounding are not a part of this quote nor is it the responsibility, per this quote, to confirm by any means, that the existing downleads and grounding are code compliant. Additional cost of $24,500.00. Initial here_____for this option.

Payment Schedule

1. Periodic progress payments to be made for both materials stored on the site and work in progress. Payments due and unpaid under the Contract shall bear interest from the date payment is due at the legal rate prevailing from time to time at the place where the Project is located.

2. The total contract price is effective as of the above date and shall remain so for a period of thirty (30) days, after such time the price is subject to change without notice.

IN WITNESS WHEREOF, we have executed this Agreement this _____day of _____, 2024.

TECH SYSTEMS INC. OWNER'S AGENT

_____ _____

_____ _____

Tech Systems Inc.
2001 Hughes Road, Suite #1
Melbourne, FL 32935
Phone: 321.259.2246 | Fax: 321.255.0291
www.techsystemsflorida.com

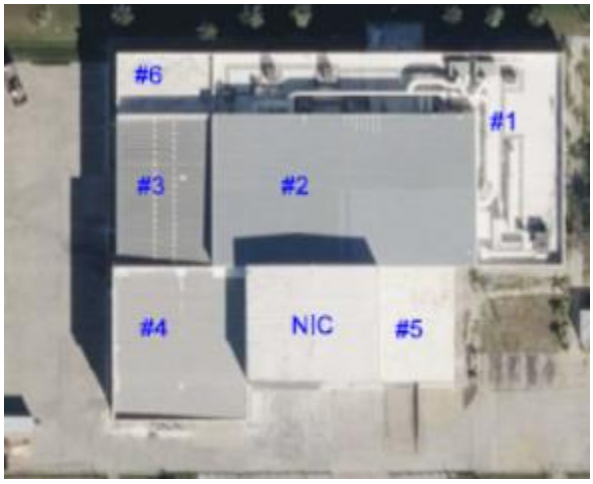
Nailed It Roofing Solutions, LLC.

Lic#: CCC1331540 **Phone: (863) 673-8366**

7816 102ND AVE VERO BEACH, FL 32967

Proposal Submitted To:
Heard Construction, Inc.
Attn: Don Gorham Sr. Project Manager
95 E Hall Rd
Merritt Island, FL. 32908

Project:
Reroof of 6 roof areas



Submission Date: 6/12/2024

EXHIBIT A – Scope of Work

We hereby propose to perform the following scope of work under the terms and conditions stated herein and attached: A general description of the scope of the work for ease of reference is: Re-Roof areas 1-6

Roof Area 1

1. Remove existing single ply roof system down to existing deck.
2. Prep surface to fully adhere or mechanically fasten a ¼" ISO tapered system.
3. Fully adhere ¼" Secure Rock to ISO tapered system.
4. Fully adhere 60 Mil GAF TPO system to Secure Rock using LV50 Adhesive.
5. Install ¼" Secure Rock on all wall flashings.
6. Fully adhere 60 Mil GAF TPO on all wall flashing with S Bonding Adhesive.
7. Fabricate and install required metal flashings.
8. Provide manufacturer's 20-year NDL.
9. Provide Two (2) year contractor's warranty.

Area 1 Amount: $248,400

Roof Area 2

1. Prep existing deck to receive flute fill EPS. Treat any rusted areas.
2. Loose lay flute fill.
3. Loose lay ¼" Secure Rock.
4. Mechanically fasten 60 Mil GAF TPO to purlins.
5. Install wood nailer at eaves and where required.
6. Fabricate and install edge metal.
7. Provide manufacturer's 20-year NDL.
8. Provide Two (2) year contractor's warranty.

Area 2 Amount: $165,000

Roof Area 3

1. Prep existing deck to receive flute fill EPS. Treat any rusted areas.
2. Loose lay flute fill.
3. Loose lay ¼" Secure Rock.
4. Mechanically fasten 60 Mil GAF TPO to purlins.
5. Install wood nailer at eaves and where required.
6. Fabricate and install edge metal.
7. Provide manufacturer's 20-year NDL.
8. Provide Two (2) year contractor's warranty.

Area 2 Amount: $60,000

Roof Area 4

1. Prep existing deck to receive flute fill EPS. Treat any rusted areas.
2. Loose lay flute fill.
3. Loose lay ¼" Secure Rock.
4. Mechanically fasten 60 Mil GAF TPO to purlins.
5. Install wood nailer at eaves and where required.
6. Fabricate and install edge metal.
7. Provide manufacturer's 20-year NDL.
8. Provide Two (2) year contractor's warranty.

Area 2 Amount: $90,000

Roof Area 5

1. Prep existing deck to receive flute fill EPS. Treat any rusted areas.
2. Loose lay flute fill.
3. Loose lay ¼" Secure Rock.
4. Mechanically fasten 60 Mil GAF TPO to purlins.
5. Install wood nailer at eaves and where required.
6. Fabricate and install edge metal.
7. Provide manufacturer's 20-year NDL.
8. Provide Two (2) year contractor's warranty.

Area 2 Amount: $45,000

Roof Area 6

1. Remove existing single ply roof system down to existing deck.
2. Prep surface to fully adhere or mechanically fasten a ¼" ISO tapered system.
3. Fully adhere ¼" Secure Rock to ISO tapered system.
4. Fully adhere 60 Mil GAF TPO system to Secure Rock using LV50 Adhesive.
5. Install ¼" Secure Rock on all wall flashings.
6. Fully adhere 60 Mil GAF TPO on all wall flashing with S Bonding Adhesive.
7. Fabricate and install required metal flashings.
8. Provide manufacturer's 20-year NDL.
9. Provide Two (2) year contractor's warranty.

Area 1 Amount: $54,000

Contact Breakdown

- Area 1
  - $248,400
- Area 2
  - $165,000
- Area 3
  - $60,000
- Area 4
  - $90,000
- Area 5
  - $45,000
- Area 6
  - $54,000

BID TOTAL: $662,400

Conditions and Exclusions:

- Price includes one (1) mobilization. Additional mobilizations will be an additional cost of 3,500.00 each if Owner stops work by no fault of the contractor.
- Access. Customer agrees to provide Contractor with adequate access to electricity and other utilities as needed, the work site and the work area adjacent to the structure, and ground staging areas for materials, equipment, including, but not limited to, crane, lull, dumpsters, portable toilets, etc.
- Deck weight limits are unknown and subject to change orders.
  Note: Warranties do not include removal or re-installation of overburden.
- Contractor shall take precautions to limit airborne dust & debris exposure to property & vehicles; however, contractor cannot eliminate exposure completely. Therefore, contractor shall not be liable for any claims regarding dust and debris.
- As part of the re-roofing process, odors, noise, and vibration will be generated. Contractor will mitigate these as best as possible; however, Owner's will be responsible for indoor air quality and noise tolerance. Owners to take precautions by removing any items not securely mounted to interior walls.
- Electrical, plumbing, or mechanical removal, re-installation or modifications required to be by others.

- Contractor shall not be responsible for water intrusion or subsequent damages to interior as a result of entrapped water within the existing roof system during removal.
- Custom/Premium Kynar metal colors are excluded.
- Owner to remove and raise electrical conduit at walls as needed..
- The condition of the concrete deck substrate is unknown; therefore, any spalling and/or concrete restoration that may be required is excluded from this agreement. In addition, a change order for downtime may be necessary depending on the number of unforeseen conditions.
- **Any items not specifically addressed in the above scope of work is excluded**.

Payment Terms. A Schedule of Values method of billing will be submitted to the Owner.

This proposal is void after 60 days and Nailed it Roofing Solutions, LLC. may withdraw it at any time.

Authorized Agent/Owner: _____ Contractor: Nailed it Roofing Solutions, LLC..

By: _____ By: _____

Signature Signature

_____ _____

Printed Name and Title Printed Name and Title

_____

Print Full Legal Name of Owner

Date: _____ Date: _____

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOU'RE CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO THE OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

SPRINGER-PETERSON
ROOFING & SHEET METAL, INC.

COMMERCIAL PROPOSAL AND CONTRACT

State License CCC037012
PO Box 1648 • Eaton Park, FL 33840 • (863) 665-1163 • (863) 666-2468 Fax

To: Heard Construction

Phone/Fax: office: (321) 452-5494
cell: (321) 5014866

Date: 06/13/2024

Email: dgorham@heardconstruction.com

Job Name: Canaveral Port Authority

Attn: Don Gorham

Springer-Peterson Roofing & Sheet Metal, Inc. ("Contractor") proposes to perform the following Scope of Work:
Roof recovery at 620 Magellan Rd. Cape Canaveral FL 32929 Buildings 2,3,4,5 and Repairs at existing TPO roofs only

1. Prep existing roofs for acceptance of new roof system.
2. Remove Existing Lightning Protection for new roof installation.
3. Furnish and install 2x6 wood nailers at perimeters to accept new roof system.
4. Furnish and install EPS "flute filler" insulation on top of existing metal roofs.
5. Furnish and install (1) layer of 1.5" ISO insulation mechanically fastened to deck per Florida Building Code requirements.
6. Furnish and install 60 mil TPO single ply roof system mechanically fastened with Invisiweld (Rino Bond) plates at 6" O.C. through ISO into existing perlins per Florida Building Code requirements.
7. Flash all walls under 6' in height all the way up and over existing parapets with 60 mil TPO.
8. Flash walls that exceed 6' in height under existing wall panels per manufacture requirements.
9. Flash all walls and curbs per manufacture requirements.
10. Flash all penetrations per manufacture requirements.
11. Fabricate and install gutters and downspouts at existing locations. (040 Aluminum Standard Kynar Finish)
12. Fabricate and install coping cap with continuous cleat per ANSI SPRI ES1 compliance. (040 Aluminum Standard Kynar Finish)
13. Fabricate and install new eave drip per SMACNA details. (TPO Clad Metal)
14. Fabricate and install new two-piece counter flashing per NRCA details. (24ga Stainless Steel)
15. Fabricate and install new edge metals with continuous clip per ANSI SPRI ES1 compliance. (040 Aluminum Standard Kynar Finish)
16. Provide Springer-Peterson Roofing and Sheet Metal, Inc. 2-year workmanship warranty.
17. Provide 20-Year No Dollar Limit Manufacture Warranty.

Building 2 Alone Price: $ 131,675.00
Building 3 Alone Price: $ 90,700.00
Building 4 Alone Price: $ 99,280.00
Building 5 Alone Price: $ 41,300.00

TOTAL PRICE FOR BUILDINGS 2,3,4,5 ALL DONE AT ONCE: $ 354,930.00

NOTES:

1. ***Repairs to existing TPO roofs will be charged as Time and Materials at $ 65.00 per man hour, 10% material mark up and Lodging.***
2. ***Re-Installation of Lightning Protection Excluded.***
3. ***Deteriorated metal panel replacement at $ 12.00 per square foot.***
4. ***Any work not mentioned above Excluded.***

- ***TERMS AND CONDITIONS: The terms and conditions are set forth on the reverse side or attached are a part of this proposal.***
- ***Every effort will be made to properly protect the landscaping.***
- ***All old roofing materials and other debris will be removed from the job site leaving the property in a clean and orderly condition.***
- ***This bid does not include repairs to or replacement of deteriorated sheathing, insulation, roof decking, wood work or the removal or disposal of asbestos materials.***
- ***Should it become necessary to collect this account through an attorney or by legal proceedings, the prevailing party shall be entitled to recover all of its expenses incurred in collecting the claim, including reasonable attorneys' fees and costs.***
- ***Cost to lower existing roof drains, if required, is not included.***

We propose hereby to furnish labor and material in accordance with above specifications for the sum of:

See Above

TERMS: Invoiced monthly and upon completion. All invoices are due upon receipt. If the invoice is not paid upon receipt, interest will be charged at 18.25% per annum.

All work to be completed in a workmanlike manner according to standard practices. Any alteration from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workman's Compensation insurance.

Note: Due to the continuing increases in metal, isocyanurate and petroleum-based products, this proposal may be withdrawn by Springer-Peterson if not accepted within 30 days. Thereafter, if there is an increase in the price paid by Springer-Peterson for these products, the amount of this proposal shall be similarly increased to reflect our increased costs to obtain materials.

Authorized Signature: _____

C.L.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and terms are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance: _____ **Signature:** _____

1. **Nature of Work.** Springer-Peterson Roofing & Sheet Metal, Inc. ("Springer-Peterson") shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Springer-Peterson does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Springer-Peterson assumes no responsibility for structural integrity, compliance with building codes, or design. If plans, specifications, or other design documents have been furnished to Contractor, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Springer-Peterson is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Springer-Peterson from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. Springer-Peterson is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.
2. **Asbestos and Toxic Materials.** This proposal and contract is based upon the work to be performed by Springer-Peterson not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Springer-Peterson is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Springer-Peterson shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.
3. **Insurance.** Springer-Peterson shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. Springer-Peterson will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, upon the full value of the entire Project, including the labor, material and equipment furnished by Contractor, covering fire, extended coverage, windstorm, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted and Contractor's equipment is removed from the premises.
4. **Additional Insured.** If Customer required and Springer-Peterson agrees to name Customer or others as an additional insured on Contractor's liability insurance policy, Customer and Springer-Peterson agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Springer-Peterson and is not intended to make the Contractor's insurer liable for claims that are due to the fault of the additional insured.
5. **Changes in the Work and Extra Work.** Customer shall be entitled to order changes in the Work and the total contract price adjusted accordingly. Any penetrations through the roofing to be installed by Springer-Peterson not shown on the plans provided to Springer-Peterson prior to submittal of this proposal shall be considered an order for extra work. Any carpentry work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material basis as an extra unless specifically included on the face of this proposal/contract.
6. **Availability of Site.** Springer-Peterson shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Springer-Peterson shall not be required to begin work until underlying areas are ready and acceptable to receive Contractor's work and sufficient areas of roof deck are available and free from dirt, water or debris to allow continuous full operation until job completion. The expense of water or debris removal and any extra trips by Springer-Peterson to the job as a result of the job not being ready for roof application after Springer-Peterson has been notified to proceed will be charged as an extra.
7. **Site Conditions.** Springer-Peterson shall not be responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Contractor. The raising, disconnection or re-connection of any mechanical equipment or the roof that may be necessary for Springer-Peterson to perform the roofing work shall be performed by others or treated as an extra.
8. **Price Volatility.** Asphalt, steel products, isocyanurate, and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Contractor. If there is a substantial increase in these or other products between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost to the contractor, upon submittal of written documentation and advance notice to Customer.
9. **Non-Payment.** All sums not paid in full when due shall earn interest at the rate of 18.25% per annum. If Customer does not make payment, Springer-Peterson shall be entitled to recover from Customer all costs of collection incurred by Contractor, including attorney's fees and litigation expenses. Collection matters may be processed through litigation or arbitration at the discretion of the Contractor.
10. **Back Charges.** No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Springer-Peterson shall be valid unless previously authorized in writing by Springer-Peterson within ten (10) days of the event, act or omission which is the basis of the back charge.
11. **Fumes and Emissions.** Owner and Springer-Peterson acknowledge that asphalt may be heated by Contractor, odors and emissions from roofing product will be released and noise will be generated as part of the roofing operations to be performed by Contractor. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Customer shall hold Springer-Peterson harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
12. **Damages and Delays.** Springer-Peterson will not be responsible for damage done to Contractor's work by others. Any repairing of the same by Springer-Peterson will be charged at regular scheduled rates over and above the amount of this proposal. Springer-Peterson shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including buy not limited to acts of God, weather, accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient of permit completion of the Work.
13. **Electrical Conduit.** Contractor's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Springer-Peterson from any personal injury, damage, claim, loss or expense resulting from the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Contractor's personnel, and shall compensate Springer-Peterson for additional time, labor and expense resulting from the presence of such materials.
14. **Right to Stop Work.** The failure of Customer to make proper payment to Springer-Peterson when due shall entitle Contractor, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Springer-Peterson shall be increased by the amount of Contractor's reasonable costs of shut-down, delay and start-up.
15. **Interior Protection.** Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior and possibly, if hot asphalt or pitch is used, drippage may occur depending upon deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Springer-Peterson shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Springer-Peterson harmless from claims of tenants who were not so notified and did not provide protection.
16. **Working Hours.** This proposal is based upon the performance of all work during Contractor's regular working hours. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours, if required by Customer.
17. **Warranty.** Contractor's work will be warranted by Springer-Peterson in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A copy of Contractor's standard warranty is attached or, if not, will be furnished upon request. Springer-Peterson SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Springer-Peterson for all defects in workmanship furnished by Contractor.

    A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.
18. **Tolerances.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Specified quantities are intended to represent an average over the entire roof area.
19. **Mold.** Springer-Peterson and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly, including notice to Springer-Peterson if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, Springer-Peterson will make repairs promptly so that water entry through the roofing installed by Springer-Peterson is not a source of moisture. Springer-Peterson is not responsible for indoor air quality, mold, mildew or alleged injury resulting therefrom. Owner shall hold harmless and indemnify Springer-Peterson from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.
20. **Material References.** Springer-Peterson is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.
21. **Arbitration.** If a dispute shall arise between Springer-Peterson and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof.

Meeting Date

June 26, 2024

AGENDA ITEM REQUEST

Section:	
Item Number:	1.G
Department:	Engineering
Request Action:	Consideration of authorizing staff to issue a purchase order to Finfrock Construction, LLC., for rehabilitation of precast at Cruise Terminal 10 Garage with a not to exceed amount of $316,300. (AJ Jendroch/Bill Crowe)

Summary Explanation & Background:

The award to Finfrock Construction, LLC, without the competitive bidding requirements, is supported by an exception found in FS 255.20 (1) (c) 5 that exempts the action of preventative or corrective actions to preserve the facility from failure or decline. This exemption is applicable based on the findings below. On February 9, 2024, Maintenance staff engaged the Engineer of Record, Finfrock Construction, LLC, to inspect the CT10 Garage to identify areas of concerns that need remediation. As noted from the Finfrock report, 36 issues were noted and categorized as follows:

- Category 1 Serious Life Safety/Potential Structural Failure Issue: Total findings 0
–Category 2 Economic Liability/Low Life Safety Issue: Total findings 25
– Category 3 Long-Term Durability Issue: Total findings 11
– Category 4 Aesthetic Issue: Total findings 0

Finfrock recommends that categories 2 and 3 be rehabilitated to aid in extending the life of the structure.

In additional to the precast rehabilitation above, Finfrock will also perform the following:
- Remove and replace the caulking on all affected areas
- Remove all wheel stops (approximately 1,000-wheel stops) and dispose of debris. Cut rebar below and install sealant to flush.
- Remove paint on stair handrails and apply high performance primer and finish paint.

Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total not to exceed amount of $316,300 will exceed the capital budget for this item. If approved, the savings from other projects and contingency line item will be used for this project. No change is required of the FY24 Capital Budget. Project 2042 - CT10 Improvements

Attachments:

24701 Port Canaveral CT-10 Precast Repairs Proposal.pdf

FINFROCK®

June 7, 2024

AJ Jendroch
Director of Facilities
Canaveral Port Authority
399 Challenger Rd.
Cape Canaveral, FL 32920

Mr. Jendroch,

Please accept this proposal in response to your request for pricing on the Port Canaveral CT-10 Parking Garage to perform precast repairs. This proposal is based on the inspection report completed on March 22nd, 2024.

- This proposal includes:
  - Engineering evaluation and repair procedures.
  - Logistics plan and FINFROCK led supervision of closures on areas under construction.
  - All categories of precast repairs and patching as described in the inspection report.
  - All sealant repairs as described in the inspection report.
  - Inspections performed by FINFROCK Quality Control department.

The price to complete the above precast repairs scope totals a lump sum value of **$221,400.**

- Alternate #1
  - Removal of all wheel stops and dispose of debris. Cut rebar below and install sealant flush.

The price to complete the above alternate #1 scope totals a lump sum value of **$55,400.**

- Alternate #2
  - Removal of all paint on stair handrails to white surface to achieve clean, bondable surface. Apply high performance primer and finish paint system.

The price to complete the above alternate #2 scope totals a lump sum value of **$39,500.**

Please keep in mind that during these repairs, there will be localized locations that will need to be blocked off to safely complete the repair work. These blocked stall locations will be noted on a logistics plan that will be completed and agreed upon between parties prior to mobilization. The pricing in this proposal is good for 30 days and relies on all work being completed in a continuous phase.

Attached: Exhibit "A" – Scope of Work/Supply and Clarifications/Qualifications

Please feel free to reach out with any questions.

Sincerely,



FINFROCK
Ryan Paxson
Director of Precast Field Operations
rpaxson@finfrock.com
407-293-4000: office
407-383-1670: mobile

EXHIBIT "A"

SCOPE OF WORK/SUPPLY AND CLARIFICATIONS/QUALIFICATIONS

Attached to and made an integral part of subcontract agreements Article 1, Description of Work issued by Contractor for the following project:

1. Intent & Scope of Work/Supply:

The following special considerations are intended to clarify and/or amplify specific requirements of this Subcontract and do not necessarily describe the full extent of the Subcontract work. This Subcontract includes all work indicated or logically inferred by the Contract Documents and as required to provide a complete precast repair. Specific reference to drawings, details, specifications, etc. is included to illustrate the type of work only and does not address all the work involved.

The Scope of Work/Supply is identified in the following Specification(s) and further described below:

Specification Section	Description
03 3000	Precast Concrete Repairs

2. Scope of Work Description:

This contract includes the furnishing of all labor, materials, tools, equipment, services, taxes, insurance, supervision, layout, hoisting, staging and transportation services necessary to complete the following work, all in accordance with plans and specifications.

2.1 Precast Repair:

2.1.1 Contractor shall furnish all labor and material to complete precast repairs as specifically noted on the structural inspection report Section 3.0 Inspection Notes completed by Finfrock for *Port Canaveral CT-10 Parking Garage dated 03/22/24*.

- Repair of cracked and spalled connections.
- Repair of cracks on double tee flanges.
- Repair of precast spalls
- Removal and replacement of sealants at caulking separations.
- Repair of previously patched areas.
- Removal and replacement of sealants at double tee connection plates and prevention of ponding at said connection.
- Repair of topping and lifter patches.
- Preparing and painting of rusty steel connections.

2.1.2 Contractor shall inspect each repair further & identify any structural concerns that will require additional Engineering review.

2.1.3 Contractor shall identify appropriate approved engineering repair procedure for each noted issue.

2.1.4 Contractor shall document the repair process for each repair.

2.1.5 Contractor shall provide logistical planning to complete repairs in coordination with owner.

2.1.6 Repair shall be completed as described in the repair procedure.

2.1.7 Issues specifically noted below and reference to the inspection report, require additional review to confirm the extent of the repair and may warrant additional cost if a more extensive issue is determined.

2.1.8 Contractor will provide Caulking repairs at all locations where precast repairs are completed.

3. Add/Alternates

3.1 The following items have been listed in the proposal as alternatives that can be added to the scope of work for this project.

- Removal of all wheel stops and dispose of debris. Cut rebar below and install sealant flush.
- Removal of all paint on stair handrails to white surface to achieve clean, bondable surface. Apply high performance primer and finish paint system.

EXHIBIT "A"

SCOPE OF WORK/SUPPLY AND CLARIFICATIONS/QUALIFICATIONS

4. Warranty

4.1 This Subcontractor shall furnish all manufacture's warranties (standard and/or extended) instructions, as-built drawings, certificate of final inspection, and twelve (12) month warranty (or as required by contract) against defective equipment, materials and/or workmanship.

Meeting Date

June 26, 2024

AGENDA ITEM REQUEST

Section:	
Item Number:	1.H
Department:	Engineering
Request Action:	Consideration of authorizing staff to increase purchase order P-132923 to RUSH Marine, pursuant to continuing contract, PUR-RFQ-23-2, to rehabilitate the stormwater system in the Cove area with a not-to-exceed amount of $185,505.26. (AJ Jendroch/Bill Crowe)

Summary Explanation & Background:

On April 29, 2024, CPA was notified of an incident regarding damage between the bulkhead wall and a stormwater system box in the Cove Area near the Wild Ocean Facility. CPA immediately mobilized contractors to assess the damage, stabilize the area, and develop a plan to repair the area. During the damage assessment it was determined that a reinforced concrete pipe joint was damaged and separated allowing the soil to wash out leaving a void under the existing concrete slab.. The proposal removes the existing stormwater pipe, and installs new stormwater pipe from the existing storm inlet to the outfall to ensure the integrity of the stormwater system. The work scope includes, but is not limited to:

- Remove existing stormwater pipe and replace with new reinforced concrete pipe
- Backfill the area with light weight aggregate and dirt, compact the area, place a reinforcing steel mat on the area, and pour a 6" concrete slab to match the existing slabs in the area.
- Install one manatee grate.

Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	This item is an operating expense. The not to exceed amount of $185,505 is included in the FY24 Operating Budget. No change is required.

Attachments:

RUSH Marine Proposal - Wild Ocean Storm Repairs.pdf

06/13/2024

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 – Wild Ocean Facility Storm System Repairs

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 perform the repairs to the existing storm system located at the Wild Ocean property between the existing bulkhead wall and first storm box approximately 45 LF long. 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 approximately 45 LF of the existing 36" storm pipe and existing 24" liner inside of the pipe and replace with new 36" RCP pipe. The first joint penetrating through the existing concrete bulkhead wall will remain in place and we will cast a new concrete collar on the landside of the bulkhead wall to ensure there is a solid penetration that will not allow for the upland materials to leak out into the harbor.
- Once the pipe has been removed and new pipe installed, we will backfill up to approximately 2' from top of ground elevation with light weight aggregate owned by CPA. Prior to the installation of the aggregate, RM will install fabric below the light weight fill and on top following the installation to allow for the dirt fill to be placed and compacted above the aggregate. RUSH Marine will also load, haul, and place the dirt fill as required.
- Following the placement and compaction of the fill dirt, RM will install a #4 reinforcing steel mat across the excavated area and then pour a 6" concrete topping slab to match existing slabs around the excavated area.
- Furnish and install temporary inflatable pipe plugs to allow for dewatering of the area during pipe installation. Removal of these plugs once the project has been completed.
- Installation of 1 manatee grate owned by CPA to protect the entrance of manatees in the future.
- Best manage practices shall be utilized during construction.

Excluded Items:

- Design
- Permits
- Builders Risk Insurance is not included.
- Warranty of light weight aggregate and any recovery of light-weight materials once the project has been completed.
- Manatee or endangered species observers.
- Water quality testing.

Clarifications:

1. The anticipated time associated with this proposal is 18 working days to perform the scope of services as described in the Scope of Work section of this proposal following receipt of a purchase order and notice to proceed.
2. All on site work will be coordinated with CPA as needed to work around the vessel schedule.
3. The work shall be performed Monday through Friday excluding holidays or special events.

Cost:

The total cost associated with this scope of work is $185,505.26.

Should this proposal be acceptable, please provide a purchase order so our team can immediately schedule the necessary materials and get on the books for concrete delivery.

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.

Tony Landry
President – RUSH Marine LLC.

Project: Wild Ocean Property Storm System Repair
Location: CANAVERAL PORT AUTHORITY
Continuing Services Contract PUR-RFQ-23-2

SCHEDULE OF VALUES EST TOTAL **$185,505.26**

BID DATE: **6/13/2024**
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 **7.00%** ENTER FEE HERE **5.00%**

LINE ITEM	DIVISION OF WORK		COST	O.H.	FEE	BASE BID	Contractor or Subcontractor performing work
	Basis of Bid - Repair Storm Pipe at CT 10						
1	GENERAL CONDITIONS		**$37,072.00**	**$0**	**$0**	**$37,072.00**	RUSH Marine
2	RM Remove and replace existing storm pipe		**72,151.48**	**$5,050.60**	**$3,860.10**	**$81,062.18**	RUSH Marine
3	Subcontractors		**53,614.84**	**$3,753.04**	**$2,868.39**	**$60,236.27**	RUSH Marine
	SUBTOTALS		**$162,838.32**	**$8,803.64**	**$6,728.49**	$178,370.45	
	BOND %	1.00%				$1,783.70	
	INSURANCE %	3.00%				$5,351.11	
	TOTAL				**TOTAL Amount**	**$185,505.26**	
	ALLOWANCES/CONTINGENCY						
1	ALLOWANCES		**$0.00**	**$0**	**$0**	**$0.00**	Owner Contingency
	SUBTOTALS		$0.00	$0	$0	$0.00	
	BOND %	0.00%				$0.00	
	INSURANCE %	0.00%				$0.00	
	TOTAL				**TOTAL Amount**	**$0.00**	
					SUM of Line Items 1 - 3 and allowance	**$185,505.26**	

RUSH Marine COST ESTIMATE BREAKDOWN NO. 1 PAGE 1 OF 2

CPA CONTINUING SERVICES TRADE : **GENERAL REQUIREMENTS** SF **TOTAL : $ 37,072**

Cape Canaveral, FL SCHEDULE: CONTRACT:

Job: **Repairs to Existing Strom System at Wild Ocean** WORK: 0.83 MOS 3.59 WKS

LINE NO.	ITEM	UNIT	QTY.	MATER. COST UNIT	MATER. COST TOTAL	LABOR COST HRS.	LABOR COST RATE	LABOR COST TOTAL	OTHER DIR. COST	LINE TOTAL
1	SUPERINTENDENT	WKS	3.59	300.00	1,077	143.6	103.50	14,863	-	15,940
2	PROJ. MANAGER	WKS	3.59	300.00	1,077	143.6	101.53	14,580	-	15,657
3	PROJ. EXECUTIVE	WKS	0.0	300.00	-	-	101.53	-	-	-
4	PROJ. ENGINEER	WKS	0.00	300.00	-	-	78.00	-	-	-
5	TRUCKING & FUEL	WKS	3.59	150.00	1,616	-	0.00	-		1,616
6	3 TELEPHONE	MOS	0.83	100.00	249	-	0.00	-	-	249
7	3 ICE & WATER	WKS	3.59	75.00	269	-	20.00	-	-	269
8	TEMP. TOILETS	MOS	1.00	- 135.00	135	-	0.00	-	-	135
	1	UN								
	SUB TOTALS THIS PAGE				$ 4,423			$ 29,443	$ -	$ 33,866
									VERIFIED TOTAL	$ 33,866

RUSH FORM 102 (1/98): EX

RUSH Marine COST ESTIMATE BREAKDOWN NO. 1 PAGE 2 OF 2

CPA CONTINUING SERVICES TRADE : **GENERAL REQUIREMENTS** **TOTAL : $ 37,072**

Cape Canaveral, FL 0 SCHEDULE: CONTRACT:

Job: **Repairs to Existing Strom System at Wild Ocean** 0.83

LINE NO.	ITEM	UNIT	QTY.	MATER. COST UNIT	MATER. COST TOTAL	LABOR COST HRS.	LABOR COST RATE	LABOR COST TOTAL	OTHER DIR. COST	LINE TOTAL
9	LIVING EXPENSES	MOS	0.83	2,200.00	1,826	-	0.00	-	-	1,826
10	1 SMALL TOOLS &	MHS	-	5.00	-	-	0.00	-	-	-
11	Temporary OFFICE	LOT	0.83	750.00	623	-	0.00	-	-	623
12	OFFICE Utilities	LOT	0.83	350.00	291	-	0.00	-	-	291
13	PROGRESS PHOTOS	MOS	- 0.00	145.00	-	-	0.00	-	-	-
	SUB TOTALS PAGES 1 & 2				$ 7,163			$ 29,443	$ -	$ 36,606
	SALES TAX %		6.5		466	PT&I %	0	-		466
	TOTALS				$ 7,629			$ 29,443	$ -	$ 37,072
									VERIFIED TOTAL	$ 37,072

RUSH FORM 102 (1/98): EX

Project Name: Repair Storm System at Wild Ocean

RM Project LABOR

LABOR	REG TIME	OT TIME	UNIT	REG. RATE	OT RATE	Burdened Labor	
Foreman	144	36	HR	$ 49.25	$ 73.88	$ 9,751.68	
Operator	144	16	HR	$ 61.56	$ 92.34	$ 10,342.08	
Carpenter	144	16	HR	$ 40.32	$ 60.48	$ 6,773.76	
Carpenter	144	16	HR	$ 40.32	$ 60.48	$ 6,773.76	
Carpenter	144	16	HR	$ 40.32	$ 60.48	$ 6,773.76	
	720	100		Total		$ 40,415.04	$ 40,415.04

Description of Activity: EQUIPMENT and Outside Freight

Description	Rate	Tax if required	Duration/Months	Total			
Mob/Demob Excavator (Freight)	$ 558.10		2	$ 1,116.20			
Mini Excavator	$ 1,155.00	$ 75.08	2.00	$ 2,460.16			
Air Compressor	$ 640.00	$ 44.80	2.00	$ 1,369.60			
Welding Machine	$ 640.00	$ 44.80	2.00	$ 1,369.60			
Loader for loading light weight aggregate at MDA 1 site	$ 1,500.00	$ 97.50	2.00	$ 3,195.00			
Plugs for dewatering	$ 1,720.00	$ 111.80	2.00	$ 3,663.60			
Freight for Plugs	$ 230.00		2.00	$ 460.00			
Dump Truck	$ 1,000.00	$ 65.00	2.00	$ 2,000.00			
Skidsteer	$ 1,880.00	$ 122.20	2.00	$ 3,760.00			
Concrete Saw	$ 510.00	$ 33.15	2.00	$ 1,020.00			
	$ -		0.00	$ -			$ 20,414.16
			TOTAL	$ 20,414.16			

Description of Activity: TEMPORARY / PERMANENAT MATERIALS

Description	Quantity	Days	UOM	Rate	Taxes	Total	
Concrete	30		CY	300	$ 585.00	$ 9,585.00	
Fuel	25	12	Gal	$ 5.25	$ 8.53	$ 139.78	
Fabric over light weight aggregate	1		Roll	$ 1,000.00	$ 65.00	$ 1,065.00	
Formwork	1		LS	$ 500.00	$ 32.50	$ 532.50	
				TOTAL		$ 11,322.28	$ 11,322.28

Description of Activity: Subcontractor

Description	Quantity	Days/MHRs	UOM	Rate	Taxes	Total	
Dumpster for Disposal	2		EA	$ 850.00	$ 55.25	$ 1,755.25	
Testing (density and concrete)	1		LS	$ 1,000.00		$ 1,000.00	
Dive Team to inspect Pipe	1		LS	$ 3,500.00		$ 3,500.00	
WLS Utility Scope	1		LS	$ 47,359.59		$ 47,359.59	
				TOTAL		$ 53,614.84	$ 53,614.84



WLS Utilities, Inc.

Phone: 321-403-4001
300 Mac Arthur Cir.
Cocoa Fl 32927

6/7/24

To: Rush Marine
Attn: Shane/ Alvin
Re: Replace broken 36'' pipe at port

REVISED PROPOSAL

Option 2

Replace RCP to drainage box appox 45lf was 30'' now 36'' add $ 2,129.55

New Proposal $ 47,359.59

Not included;
Any testing for densities
Pouring back concrete

Thank You

Tom Sandige

SUNBELT RENTALS

PC#: 1026
740 MULLET RD
CAPE CANAVERAL, FL 32920 4504
321-613-9118

SUNBELT RENTALS, INC.

Salesman: 102603 BOWSER, ZACHARY (102
Typed By: JFUGATT

Job Site:
CRUISE TERMINAL 5 & 6
9245 CHARLES M ROWLAND DR
CAPE CANAVERAL, FL 32920

C#: 321-267-8100 J#: 904-945-7483

QUOTE

Customer: 942592
RUSH MARINE
6285 VECTOR SPACE BLVD
TITUSVILLE, FL 32780

Contract #.. 155443992
Contract dt. 6/13/24
Date out.... 6/13/24 3:26 PM
Est return.. 7/11/24 3:26 PM
Job Loc..... 9245 CHARLES M ROWLAND DR, CAPE
Job No..... 2 - CRUISE TERMINAL
P.O. #..... QUOTE
Ordered By.. LOPEZ, ALVIN
NET 30

For operations in Florida: Prima facie evidence of intent to defraud: Failure to return rental property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or Equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with Section 812.155, Florida Statutes.

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	74HP FLOOR SAW DIESEL 20" - 36 0200540	205.00	205.00	510.00	1530.00	1530.00
1.00	7,500LB MINI EXCAVATOR 0350140	395.00	395.00	1155.00	2110.00	2110.00
1.00	2800-3200LB TRACK SKIDSTEER CA 0480825	555.00	555.00	1880.00	4350.00	4350.00
1.00	2-1/4 YD ARTIC LOADER 0570005	430.00	430.00	1500.00	4500.00	4500.00

*** EQP MSG ***
THIS UNIT IS IMPACTED BY OSHA'S SILICA DUST REGULATIONS. PLEASE DISCUSS DUSTLESS OPTIONS WITH YOUR CUSTOMER
ALWAYS LOAD, TRANSPORT AND MOVE MACHINES WITH THE ARM IN A TUCKED POSITION
PLEASE ENSURE TO USE THE PROPER ATTACHMENT TO PREVENT TIP OVER/CENTER OF GRAVITY ISSUES

SALES ITEMS:

Qty	Item number	Unit	Price	
1	590571701 36" X 165 DIAMOND BLADE 36" diamond concrete blade	EA	1499.990	1499.99
1	DLPKSRCHG TRANSPORTATION SURCHARGE	EA	209.000	209.00

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE | MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY | CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt Immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actuallyretrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature | Date | Name Printed | Delivered By | Date

SUNBELT RENTALS

PC#: 1026
740 MULLET RD
CAPE CANAVERAL, FL 32920 4504
321-613-9118

SUNBELT RENTALS, INC.

Salesman: 102603 BOWSER, ZACHARY (102
Typed By: JFUGATT

Job Site:
CRUISE TERMINAL 5 & 6
9245 CHARLES M ROWLAND DR
CAPE CANAVERAL, FL 32920

C#: 321-267-8100 J#: 904-945-7483

QUOTE

Customer: 942592
RUSH MARINE
6285 VECTOR SPACE BLVD
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Job Loc..... 9245 CHARLES M ROWLAND DR, CAPE
Job No..... 2 - CRUISE TERMINAL
P.O. #..... QUOTE
Ordered By.. LOPEZ, ALVIN
NET 30

For operations in Florida: Prima facie evidence of intent to defraud: Failure to return rental property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or Equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with Section 812.155, Florida Statutes.

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	ENVIRONMENTAL	EA	243.540			243.54
	2133XXX000 ENVIRON/HAZMAT/DISPOSAL FEE					
	RENTAL PROTECTION PLAN					1873.50
	DELIVERY CHARGE					550.00
	PICKUP CHARGE					550.00
				Sub-total:		17416.03
				Tax:		1010.98
				Total:		18427.01

All amounts are in USD

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE | MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY | CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actuallyretrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature | Date | Name Printed | Delivered By | Date

SUNBELT RENTALS

PC#: 1026
740 MULLET RD
CAPE CANAVERAL, FL 32920 4504
321-613-9118

SUNBELT RENTALS, INC.

Salesman: 102603 BOWSER, ZACHARY (102
Typed By: JFUGATT

Job Site:
CANAVERAL OUTFALL REPAIR
710 BLUE WATER DR
CAPE CANAVERAL, FL 32920 4554

C#: 321-267-8100 J#: 904-945-7483

QUOTE

Customer: 942592
RUSH MARINE
6285 VECTOR SPACE BLVD
TITUSVILLE, FL 32780

Contract #.. 154425378
Contract dt. 5/21/24
Date out.... 5/24/24 8:00 AM
Est return.. 6/21/24 8:00 AM
Job Loc..... 710 BLUE WATER DR, CAPE CANAVERA
Job No..... 1 - CANAVERAL OUTFAL
P.O. #..... QUOTE
Ordered By.. LOPEZ, ALVIN
NET 30

For operations in Florida: Prima facie evidence of intent to defraud: Failure to return rental property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or Equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with Section 812.155, Florida Statutes.

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	35-39K HYDRAULIC EXCAVATOR 0540210 # no thumb	475.00	475.00	1665.00	3800.00	3800.00
1.00	24" HYDRAULIC EXCAVATOR BUCKET # sandplate					N/C

*** EQP MSG ***
WARNING Overheight Hazard!! The machine you are loading REQUIRES that you check the height of your load. Maximum Legal Height = 13'6"

SALES ITEMS:

Qty	Item number	Unit	Price	
1	DLPKSRCHG TRANSPORTATION SURCHARGE	EA	133.000	133.00
1	ENVIRONMENTAL 2133XXX000 ENVIRON/HAZMAT/DISPOSAL FEE	EA	75.100	75.10
	DELIVERY CHARGE			350.00
	PICKUP CHARGE			350.00

Sub-total:	4708.10
Tax:	280.57

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE | **MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY** | **CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS**

1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
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QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
				Total:		4988.67

All amounts are in USD

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE | MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY | CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

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Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature | Date | Name Printed | Delivered By | Date

Rental Quotation

11128 Boggy Creek Road
Orlando, FL 32824
407-854-9949

www.ntsafety.com

NATIONAL TRENCH SAFETY

Customer Information		General Information			Job Information	
Company:	Rush Marine	Date:	5/30/24		Street:	9050 Discovery Rd.
Attention:	Alvin Lopez	Requested By:	Alvin Lopez		City, St, Zip:	Merritt Island ,FL. 32920
Phone:	904-945-7483	Payment Terms:	*Net 30*		Contact:	Alvin Lopez
email:	alopez@rushmarine.com	Quote Good From:	5/30/24	To 5/30/25	Phone:	904-945-7483
		***Job Name:	ENERGY OUTFALL REPAIR		PO #:	

Rental Information

QTY	Model	Description	Daily Rate Each	Daily Rate Total	Weekly Rate Each	Weekly Rate Total	Monthly Rate Each	Monthly Rate Total	Weight Each	Weight Total
2	PP-24-60	24" TO 60" PIPE PLUG	$424.00	$848.00	$848.00	$1,696.00	$2,544.00	$5,088.00	140	280
		(INFLATE TO 22 PSI)								
2	LL-20-1	20' POLY LIFT INFLATION LINE	$6.00	$12.00	$12.00	$24.00	$36.00	$72.00	12	24
		W/ GUAGE								
		Rental Material Totals:	$860.00		$1,720.00		$5,160.00			
1		*Delivery:*	*$230.00*	*$230.00*	*$230.00*	*$230.00*	*$230.00*	*$230.00*		
1		*Pick-Up:*	*$230.00*	*$230.00*	*$230.00*	*$230.00*	*$230.00*	*$230.00*		
		Totals:	$1,320.00		$2,180.00		$5,620.00		304	
X	*= Tax will be calculated on later invoice*	Tax:							Total Loads:	
	=Tax calculated at: 7.00% sales tax	**Grand Totals:**	**$784.00**		**$2,180.00**		**$5,620.00**		1	
			Daily Rental		Weekly Rental		Monthly Rental			

Rental Rates include one time charge of both Delivery & Pick-Up*

Note: Each load is Calculated at Max Carry lbs. of: *46000*

Consultant Information

Consultant: Timothy Kelce
Branch: Orlando
Mobile: 407-280-9510
email: timkelce@ntsafety.com

NATIONAL TRENCH SAFETY

Special Notes:

Please, do not hesitate to contact us at any time with questions or concerns.
Thank You for choosing Trench Plate Rental Co., an official Efficiency Production, Inc. trench shielding and shoring equipment distributor.

Meeting Date

June 26, 2024

AGENDA ITEM REQUEST

Section:	
Item Number:	2.A
Department:	Executive
Request Action:	Consideration of approval of a First Amendment to the Operating Agreement dated June 29, 2022 with NCL (Bahamas) Ltd., d/b/a/ Norwegian Cruise Line. This Amendment extends the current Operating Agreement through the remainder of the calendar year allowing for nineteen (19) additional homeport calls at Cruise Terminal 10. (John Murray/David German)

Summary Explanation & Background:

Since 2014, Norwegian Cruise Line through agreement with the Canaveral Port Authority has homeported some of its newest and largest vessels at Port Canaveral. Under the existing Operating Agreement, which is set to expire on June 30, 2024, NCL currently operates the Norwegian Jade on a 7-day itinerary out of CT10. This Amendment will extend the term of the Operating Agreement for six (6) months during which period NCL will continue to operate the Norwegian Jade, to be replaced in October with the Norwegian Epic, on 7-day itineraries out of CT10. During the extension period, staff and NCL representatives will continue to discuss longer term deployment options to carry on our long- standing, mutually beneficial arrangement.

A total of nineteen (19) homeport calls for the period between July 1, 2024 and December 31, 2024 will be confirmed through this Amendment resulting in a minimum guaranteed payment of $1,521,862 through both call and payment guarantees. The Amendment does not change the fee structure established by the existing Operating Agreement. NCL is currently charged a Passenger Usage Charge (PUC) of $13.88 for each passenger movement. The PUC will be increased on October 1, 2024 by the greater of 3.0% or CPI-1% if CPI exceeds 4%.

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

June 26, 2024

AGENDA ITEM REQUEST

Section:	
Item Number:	3.A
Department:	Government Relations and Communications
Request Action:	Consideration of approving a continuing contract for federal legislative lobbyist services with Jones Walker LLP for a term of three (3) years with two (2) 1-year extension options and authorizing the CEO to execute the contract. (Diane Luensmann)

Summary Explanation & Background:

Jones Walker was awarded a service contract for Federal Legislative Lobbying Services that commenced in July 2019 pursuant to PUR-RFP-19-5. Over the course of the term of that contract, Jones Walker has demonstrated consistent performance with positive results and impact at the federal level. Staff is recommending a new contract on similar terms and conditions.

Proposed fees for routine lobbying services will be fixed at $162,000, $168,000, and $174,000, respectively for the first three years of this Contract, inclusive of travel and related incidental out-of-pocket expenses. In broad terms, the routine services include: developing an overall lobbying strategy for Port priorities, policy objectives and projects; devising a strategy to support securing federal funding opportunities; monitoring existing and proposed Federal legislation, policies and programs; and monitoring legislative policies and position statements of other Seaports, the cruise industry and overall maritime industry. In addition, staff is also requesting an amount NTE $50,000 over the initial three-year term for any services outside the scope of the routine lobbying services.

If mutually agreed and the Contract is extended for a fourth or fifth year, the annual fees will be negotiated, and a budget request will be brought to the Board for consideration.

This Contract includes a termination for convenience clause, pursuant to which either party may terminate the Contract without cause by giving the other party written notice at least forty-five days prior to the effective date of termination.

Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	This is an operational expense. It is included in the FY24 Operating Budget, and future years will be included in the appropriate budgets.

Attachments:

2024 Federal Legislative Lobbyist Services Contract.pdf

CONTINUING CONTRACT FOR FEDERAL LEGISLATIVE LOBBYIST SERVICES

THIS AGREEMENT is made as of the _____ day of _____, 2024 (the "**Effective Date**"), by and between **CANAVERAL PORT AUTHORITY**, an independent taxing district and political subdivision of the State of Florida, whose address is 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920 (hereinafter referred to as the "**Owner**" or **"CPA"**), and **JONES WALKER LLP**, a Louisiana limited liability partnership, whose address is 499 South Capitol Street, SW, Suite 600, Washington, DC 20003 (hereinafter called "**Consultant**" or "**JW**"). The Owner and Consultant, in consideration of the mutual covenants hereinafter set forth, agree as follows:

WHEREAS, the Owner desires to obtain Federal Legislative Lobbyist services on a continuing contract ("**Continuing Services**") and on an as-needed basis for Owner assigned projects ("**Additional Services**") from a duly qualified professional consultant as more particularly defined herein (collectively, the "**Services**");

WHEREAS, Consultant was the entity chosen by the Owner to furnish the legal professional Services; and

WHEREAS, Owner and Consultant desire to enter into this Agreement to memorialize the terms under which Consultant will provide the Services during the Term of this Agreement.

NOW THEREFORE, the Owner and Consultant, for and in consideration of the provisions, mutual promises, covenants and conditions herein, agree as follows:

I. SCOPE OF SERVICES

Consultant will furnish to the Owner, to the Owner's satisfaction, Services, including all professional staff, materials, equipment, supplies, and other resources necessary to perform the Services. Continuing Services to be provided include but not necessarily be limited to, monitoring and tracking legislative policies and agency rulemaking; attending scheduled, extended, or special legislative sessions and meetings; federal administrative and agency hearings, meetings, or rulemaking proceedings; and providing recommendations and guidance on legislative actions outlined below and as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference.

With respect to Additional Services not included in **Exhibit "A"** attached hereto, the following shall apply:

1. When requested by Owner's Vice President, Government and Strategic Communications or such other person(s) whom the Owner designates in writing, Consultant will consult with Owner's representative to determine and define the Owner's requirements and intentions for such Additional Service project. Consultant shall then provide to Owner's representative a detailed proposal for the services contemplated by the assigned project. The proposal shall include a detailed description of the scope and cost (unit rates, hourly rates, etc.) of the services to be performed by Consultant for the assigned project, a total price for the Consultant's services, and a schedule for the timely and successful completion of the Consultant's services for the assigned project. The proposal rates shall not exceed applicable rates provided in **Exhibit "C"**, attached hereto and incorporated herein by reference (the "**Fee Schedule**"). The proposal shall identify the number of hours of services by category of personnel performing the services. The categories must accurately reflect the type of service to be performed and not merely the job description of the employee performing the service.

2. If the Owner accepts Consultant's proposal, the Owner shall issue a Purchase Order for the Consultant's services for the assigned project. Consultant's proposal for the project, the Purchase Order, and this Agreement shall govern the relationship between the Owner and Consultant for the assigned project. If there is any conflict between this Agreement and a Purchase Order, any such conflict shall be resolved by first looking to this Agreement and then looking to the Purchase Order. Consultant acknowledges and agrees that Owner is not required or obligated in any manner whatsoever to accept Consultant's proposal(s) or award any specific amount of work, if any, pursuant to this Agreement.

This Agreement shall consist of this Continuing Contract for Federal Legislative Lobbyist Services, any written amendments or other modifications thereto, all exhibits referenced herein, all Purchase Orders issued pursuant to this Agreement (including all subsequent modifications thereto).

II. TIME OF COMPLETION

Consultant shall commence its Services upon receipt of a Purchase Order issued by the Owner. Time is of the essence in the performance of Consultant's Services. Consultant shall diligently and in a timely manner perform Services to ensure timely completion of Consultant's Services in accordance with the schedule accepted by the Owner for the assigned Project.

III. COMPLIANCE WITH LAWS AND OTHER REQUIREMENTS

In the performance of its Services, Consultant shall be familiar with and shall comply with all applicable federal, state, and local laws, statutes, rules and regulations, and lawful orders of governmental, public and quasi-public authorities and agencies having jurisdiction over any assigned project or in any way affecting the Services. Consultant shall also be familiar with and shall furnish its Services in accordance with the applicable professional standard of care under Florida law.

IV. COMPENSATION TO CONSULTANT

The Owner shall pay Consultant for the Services authorized by and satisfactorily completed and furnished to the Owner in accordance with the following:

1. The Fee Schedule attached hereto as **Exhibit "C"**. No additional fee shall be payable to Consultant under this Agreement or any Purchase Order for Services or for an assigned project if the actual cost exceeds the fees or rates set forth in the Fee Schedule. No overtime payment shall be approved by the Owner. Exhibit C may be modified only by a written Change Order to this Agreement executed by the Owner and Consultant.

2. If necessary in the performance of Additional Services and upon receipt of written approval of the Owner, Consultant may engage the services of other professionals when necessary to complete the Consultant's Services. In these circumstances, Consultant shall bill the Owner only for the actual and reasonable amounts that Consultant paid to such other professionals, and Consultant shall not be entitled to any mark-up on the fee for services of other professionals.

3. If necessary, in the performance of Additional Services, Consultant shall also be reimbursed at cost, without mark-up, for the following actual and necessary costs and expenses reasonably and properly incurred by Consultant in furtherance of furnishing Services under this Agreement, provided that Consultant furnishes to Owner supporting documentation and/or receipts:

a. Automobile travel (excluding travel between any of the Consultant's offices or between any Subconsultant's offices) shall be in accordance with section 112.061, Florida Statutes.

b. Other travel and per diem expenses when requested by the Owner and documented in accordance with section 112.061, Florida Statutes, and in accordance with the Owner's Reimbursement Policies and Procedures attached hereto as **Exhibit "B**" and incorporated herein by reference.

c. Reproductions when purchased from a third party and for which Consultant receives an invoice or a receipt showing payment. Reproductions shall include, but not be limited to, prints, transparencies, maps, aerial or other photographs, film developing, or any other form of prints. In-house reproductions when requested by the Owner to be supplied to a third party.

d. Special items of postage or overnight deliveries when specifically requested by the Owner to be sent to a third party.

e. Any other special expenses incurred at the request of the Owner that can be documented to be for the benefit of executing any specific Purchase Order.

4. Consultant shall submit an invoice, no more frequently than on a monthly basis, describing the Services and Additional Services (if applicable) performed and expenses incurred during the applicable period. Consultant's invoices shall be submitted with detail satisfactory to the Owner and sufficient for a proper pre-audit and post-audit of said invoices.

5. Consultant agrees to keep and maintain all of its direct personnel expense records, Consultant expense records and other expense records pertaining to the Services and its record of accounts between Consultant and the Owner pertaining to the Services on a generally recognized and acceptable accounting basis. All of the foregoing records and documentation shall be retained by Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date a Purchase Order is completed, or such longer time as may be required by this Agreement or law, whichever is later. These records and documentation shall be available to the Owner or the Owner's designated representatives for inspection and copying at all reasonable times.

VI. REPRESENTATIONS

Consultant hereby represents to the Owner that:

1. Consultant has the education, experience, skill, and knowledge necessary to perform the Services under this Agreement;

2. Consultant is authorized to do business in the District of Columbia, qualified, and properly licensed, if applicable, to perform their respective scopes of the Services contemplated by this Agreement, Purchase Order, or Subconsultant agreement, and shall maintain said licenses through the Term of this Agreement;

3. Consultant will, upon request of the Owner, promptly provide satisfactory evidence of Consultant's and its Subconsultants' (of any tier) qualifications necessary to perform any Services contemplated by this Agreement, Purchase Order or Subconsultant agreement, and it is understood by Consultant that the Owner may, at any time, require Consultant to cease, and Consultant shall thereafter immediately cease, the utilization of any person employed in connection with the performance of the Services who, in the sole opinion of the Owner, is unfit or unqualified, for the proper performance of his or her duties;

4. Consultant has the necessary financial resources and corporate approvals to execute, perform, and fulfill its obligations under this Agreement;

5. Consultant's work product shall not call for the use of or infringe any patent, trademark, service mark, copyright, intellectual property, or other proprietary interest claimed or held by any person absent prior written consent from the Owner and such other person; and

6. Consultant shall perform the Services in accordance with generally accepted professional standards and in the most expeditious and economical manner, and consistent with the best interests of the Owner.

VII. ERRORS AND OMISSIONS

Consultant shall, at its own expense and without any expense to the Owner, promptly correct or revise any errors, omissions, or deficiencies in the Services or Consultant's work product produced pursuant to this Agreement and, promptly thereafter, provide to the Owner such corrected Services or Consultant's work product.

VIII. INDEMNITY

Except as otherwise provided, Owner and Consultant hereby acknowledge that they are not liable for the negligence of each other and that each will be responsible for its own negligence.

IX. INSURANCE

1. **Types and Limits of Insurance Require:** Consultant shall procure and maintain insurance of the types and to the limits specified herein as a mandatory condition precedent to performing Services under this Agreement. Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

Worker's Compensation	
Florida Statutory Coverage	Statutory Limits
And Employer's Liability	$500,000 each accident
Commercial General Liability	$1,000,000 each occurrence
Premises – Operations	$2,000,000 aggregate
Contractual Liability	$2,000,000 annual aggregate for bodily injury and property damage, Combined Single Limit
Automobile Liability	$300,000 combined Single Limit
All Autos – Owned, Hired or Used	for bodily injury and property damage (only if working on Port property).

The Commercial General Liability policy will be on an occurrence basis.

2. **Owner to be Additional Insured:** Each liability policy required by this Agreement shall designate or name the Owner, and the Owner's officers, directors, employees, representatives, and agents as Additional Insureds. The liability insurance shall apply on a primary and non-contributory basis with respect to any other liability insurance maintained by the Owner.

3. **Waiver of Subrogation**: Consultant agrees by entering into this Contract to a Waiver of Subrogation in favor of Owner for each required policy herein. When required by the insurer, or should a policy condition not permit Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others or its equivalent.

4. **Evidence of Insurance:** The Consultant shall file with the Owner prior to commencing any Services under this Agreement, and at such other times requested by the Owner, a Certificate(s) of Insurance evidencing the insurance coverage required herein. Any Acceptance of Certificates of Insurance by Owner shall in no way relieve Consultant of any duty or responsibility under this Agreement. Upon the Owner's request, Consultant shall promptly furnish or cause to be furnished to the Owner complete copies of all policies of insurance procured and maintained by Consultant and its Subconsultants of any tier in connection with Consultant's insurance obligations under this Agreement. The Certificates of Insurance shall be forwarded directly to the following:

   Canaveral Port Authority
   Risk Management Department
   445 Challenger Road, Suite 301
   Cape Canaveral, FL 32920

5. **Notice of Cancelation and Renewal of Insurance:** The insurance policies shall provide a specific endorsement that the insurance policy shall not be canceled or reduced in an amount or coverage below the requirements of this Agreement, without at least thirty (30) days' advanced written notice to the Owner as Additional Insured. In the event any insurance coverage expires prior to the completion of the Services, renewal Certificates of Insurance shall be furnished to Owner by no later than thirty (30) days prior to the date of expiration.

X. MISCELLANEOUS PROVISIONS:

1. **Equal Employment Opportunity:** In connection with performing its obligations under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, ethnicity, age, creed, color, gender, religion, physical disability, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, ethnicity, age, creed, color, gender, religion, physical disability, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall insert this provision in all Subconsultant agreements pertaining to the Services under this Agreement except for any subcontract agreement for standard commercial supplies or raw materials necessary to perform the Services.

2. **Prohibited Interests**: No member, officer, or employee of the Owner during his or her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in this Agreement any Purchase Order issues pursuant to the Agreement, or the proceeds thereof.

3. **No Third-Party Beneficiaries**: This Agreement gives no rights or benefits to anyone other than the Owner and Consultant, and there are no third-party beneficiaries to this Agreement.

4. **Assignment**: This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by Consultant without the prior written consent of Owner. Any

attempted assignment, transfer, or encumbrance by Consultant without Owner's prior written consent shall be null and void.

5. **Notices:** Any notices required or permitted by this Agreement shall be in writing and shall be deemed delivered upon hand delivery or three (3) days following deposit in the U.S. Postal System, postage prepaid by regular mail or certified mail as addressed to the parties at the following addresses:

   For Owner: Canaveral Port Authority
   445 Challenger Rd, Suite 301
   Cape Canaveral, FL 32920
   Attn: Chief Executive Officer

   For Consultant: Jones Walker LLP
   499 South Capitol Street, S.W., Suite 600
   Washington, D.C., 20003
   Attn: R. Christian Johnsen

   Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions hereof.

6. **Audit**: Owner shall be entitled to audit the books and records of Consultant to the extent such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Consultant for a period of five (5) years from the date of final payment under this Agreement unless a shorter time is authorized in writing.

7. **Severability and Waiver**: In the event any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid and binding upon the parties. A waiver by either party of any breach of any provision, term, condition or covenant of this Agreement shall not be construed by the other party as a waiver of any subsequent breach.

8. **Governing Law**: This Agreement is governed by and must be construed and interpreted in accordance with the law of the State of Florida without regard to its choice of law provisions.

9. **Jurisdiction and Venue**: 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 Agreement or the Services performed under this Agreement, 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.

10. **Dispute Resolution**: Before filing any lawsuit against the other party to this Agreement, the parties shall use their best efforts to resolve amicably any dispute or claim arising out of or relating to this Agreement.

11. **Prohibition Against Contingent Fees**: Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

12. **Public Records**: Unless exempt from public access by Article I, section 24(a) of the Florida Constitution or section 119.07, Florida Statutes, Consultant shall, in accordance with section 119.07, Florida Statutes, allow public access to all documents, papers, letters, or other material made or received by Consultant in conjunction with this Agreement. Consultant's failure to do so shall constitute cause for the Owner to terminate this Agreement.

13. **Attorneys' Fees**: In any action or legal or equitable proceeding to enforce any part or provision of this Agreement or any Purchase Order issued pursuant to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the prevailing party's reasonable attorneys' fees, costs and disbursements, at the trial and appellate levels.

14. **Binding Effect**: The Owner and Consultant, respectively, bind themselves, their successors and permitted assigns to the other party to this Agreement, and this Agreement shall be binding upon, will inure to the benefit of, and will be enforceable by and against the Owner and Consultant and their respective successors and permitted assigns. Neither the Owner nor Consultant shall assign this Agreement in any fashion without the written consent of the other.

15. **Independent Contractor**: Consultant expressly acknowledges that Consultant is an independent contractor, that it is not the representative or agent of the Owner, and has no authority to act for or on behalf of the Owner or to bind the Owner to any agreement or in any other manner.

16. **Entire Agreement**: This Agreement, as modified by Purchase Orders consistent with this Agreement, represents the entire agreement and integrated understanding between the Owner and Consultant pertaining to the subject matter thereof and supersedes all prior negotiations, representations, agreements and understandings of the parties, whether written or oral. This Agreement may be amended only by written instrument executed by both the Owner and Consultant.

XI. TERM OF AGREEMENT

1. **Term:** This Agreement shall commence on July 1, 2024 (the "**Commencement Date**" and, unless previously terminated as set forth below, shall continue in effect for three (3) years from that date. This Agreement may be extended by mutual consent of the Owner and Consultant, effective upon the anniversary date of the Commencement Date, each year for a total of no more than two (2) one (1) year extension periods. Any extension of this Agreement is contingent upon satisfactory performance evaluations by the Owner, a mutually agreeable Fee Schedule for the extension period(s) approved in writing by both parties and subject to the availability of funds. The initial three-year term of this Agreement along with any authorized extensions is referred to in this Agreement as the "**Term**" of this Agreement.

2. **Termination:**

   (A) Either party may terminate this Agreement for convenience, without cause and without prejudice to any other right or remedy, upon forty-five (45) calendar days' written notice to the other party.

   (B) This Agreement may be terminated for cause with ten (10) days written notice by Owner upon failure of Consultant to perform pursuant to any of the provisions or requirements set forth herein.

   (C) Owner shall be responsible to Consultant for obligations incurred during the notice period only if approved in advance in writing by Owner's Chief Executive Officer. Upon termination, Consultant will be paid for all authorized Services satisfactorily performed

and authorized expenses incurred up to the termination date. The Owner will thereafter have no further obligation to Consultant for payment of compensation under this Agreement. Consultant shall not be paid on account of any loss of anticipated profits or revenue or other economic loss arising out of or resulting from the termination.

(D) Any Purchase Order issued pursuant to this Agreement may also be terminated as set forth herein. Unless otherwise stated in any written notice of termination of a Purchase Order, the termination of the Purchase Order shall not operate to terminate this Agreement. Unless stated otherwise in any written notice of termination of this Agreement, any termination of this Agreement shall also constitute a termination of any Purchase Order issued pursuant to this Agreement.

(E) Termination of the Agreement or a Purchase Order will not relieve the Consultant of any obligations for any deliveries required to be delivered prior to the termination. Termination of the Agreement will not relieve the Consultant of any obligations for liabilities resulting from any acts committed by the Consultant prior to the termination of the Agreement.

3. **Suspension, Delay, or Interruption of Services:**

(A) The Owner may suspend, delay, or interrupt the Services of Consultant under a Purchase Order for the convenience of the Owner. In such event, Consultant's schedule for assigned project shall be equitably adjusted. An adjustment to the Consultant's schedule for the period of any suspension, delay, or interruption of Services for any assigned project shall be Consultant's sole and exclusive remedy for any suspensions, delays, or interruptions to the performance of Consultant's Services and for any other time impacts arising in connection with the performance of the Consultant's Services under this Agreement, and Consultant shall not be entitled, under any circumstances, to any monetary or other damages for delay or other time impact.

(B) If assigned projects are abandoned or suspended by the Owner, the Owner shall pay Consultant for all authorized services satisfactorily performed and authorized expenses incurred up to the date of abandonment or suspension. The Owner will thereafter have no further obligation to Consultant for payment of compensation under this Agreement unless and until the assigned projects are resumed by the Owner, and, then, payment for resumed services shall be made in accordance with the payment provisions of this Agreement and Florida law. Unless the Owner authorizes in writing, Consultant shall not perform any services, and shall not be entitled to receive payment from the Owner on account of any services performed, during the period of suspension or after abandonment. Consultant shall not be paid on account of any loss of anticipated profits or revenue or other economic loss arising out of or resulting from the abandonment or suspension.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, on the dates set forth below.

"OWNER"	**"CONSULTANT"**
CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida	**JONES WALKER LLP**, a Louisiana limited liability partnership
By: _____	By: _____
Captain John W. Murray	Name: R. Christian Johnsen
Port Director/CEO	Title: Partner
Date: _____	Date: May 31, 2024

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, on the dates set forth below.

"OWNER"	**"CONSULTANT"**
CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida	**JONES WALKER LLP**, a Louisiana limited liability partnership
By: _____ Captain John W. Murray Port Director/CEO	By: _____ Name: _____ Title: _____
Date: _____	Date: _____

EXHIBIT A – SCOPE OF SERVICES

The Continuing Services required by Owner are as outlined below:

1. Develop an overall strategy with consultation with Port staff to ensure issues of concern to the Port are monitored and addressed and demonstrate a keen understanding of Port priorities, policy objectives, project merits and supporting data through sound planning and proactive tactics.

- Develop a Federal government relations plan, through close coordination with Port executives and staff, that would include short-term and long-term priorities and objectives for Port Canaveral both in Congress and with the relevant Federal agencies.

2. Devise an overall strategy to address several Federal priorities for Port Canaveral, including but not limited to:

- The need for measured staffing CBP officers to serve Port Canaveral to expedite the entry and clearance process of cruise passengers;
- Develop a broader and deeper relationship with key USDOT officials, particularly the Office of the Secretary and those involved with the PIDP, BUILD and INFRA grant programs;
- Continued cooperation and coordination with the Army Corps of Engineers on infrastructure and harbor projects funding and permitting issues as they arise; and,
- Continued cooperation and coordination with the Coast Guard on LNG fuel, navigation and safety issues in and around Port Canaveral; including space operations; and
- Continued outreach and coordination with the Administration and various federal agencies as issues may arise with federal rulemaking process that creates impediments to safe navigation in and around Canaveral Harbor.

3. Devise a strategy to support securing Federal funding opportunities for the Port:

- Identify relevant funding opportunities that may arise for which the Port may qualify to apply;
- Represent the Port's interest in pursuing Federal funding for Port projects including scheduling meetings with Federal agencies and administrators to discuss the Port’s project planning, technical assistance and infrastructure needs involving grant opportunities, agency annual work plans, and Federal budget and appropriations processes.
- Assist the Port with pursuing funding opportunities including providing notice and information on existing and emerging legislation impacting availability of funding; distribution of funding; and provide advocacy to help the Port capitalize on funding opportunities.

4. Work with multiple or related delegations to ensure their understanding and engage support on issues or projects for which the Port is seeking Federal policy or regulatory assistance.

- Determine which issues would be pursued solely by Port Canaveral and which issues would be pursued together with other ports and key stakeholders including, when appropriate, organizations such as Florida Ports Council (FPC), Cruise Lines International Association (CLIA), and the American Association of Port Authorities (AAPA).

5. Review on a continuing basis, all existing and proposed Federal policies, programs, and legislation that may affect the Port.

- Draft letters to Members of Congress regarding issues of interest and concern to the Port.

- Draft briefing papers on all of Port Canaveral's priorities for use in Congress and with the appropriate Federal agencies.
- Draft, as appropriate, legislative language and explanatory statements on Port Canaveral's legislative priorities.
- Draft, as necessary, testimony for Port Canaveral to deliver at relevant House and Senate hearings.
- Meet with key Members of the Florida congressional delegation and other Members of Congress and staff to advocate for Port Canaveral's priorities.
- Develop and circulate, as appropriate, "Dear Colleague" letters in the House and Senate in support of key priorities of Port Canaveral.
- Meet, as and when appropriate, with key officials at USDOT, DHS, CBP, the Corps and the Coast Guard to advocate for Port Canaveral's priorities.
- Complement the efforts of Port Canaveral's communications team to provide public relations and media support for Port Canaveral's Federal agenda, including press conferences, Editorial Board meetings, letters to the editor, broadcast and print interviews for key Port Canaveral personnel, and seeking out opportunities for speeches at key events for the leadership team at Port Canaveral.

6. Review legislative policy and position statements adopted by other U.S. seaports, cruise industry or maritime delegations, associations and lobbying groups to identify issues which may positively or negatively affect the Port and make recommendations on policy positions for the Port.

DELIVERABLES

1. Required reports may include but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules, or regulations, and other federal policies or programs that affect the Port either directly or indirectly. A written summary report shall be submitted at the end of each month detailing legislative or advocacy action taken, status of key issues, anticipated action during the upcoming month, and suggested action plan that Port executives or staff may implement.

2. Provide periodic written updates on issues of interest or concern to the Port. Such information may include, but not necessarily be limited to, action taken at committee meetings or hearings, rulemaking hearings, status of policy analyses, and notice of proposed or pending legislative actions or hearings.

3. Regularly coordinate and communicate with Port executives and staff on issues and items of interest to the Port, including, if warranted, a weekly conference call to discuss the status of all issues on the Port Canaveral Federal agenda.

REFERENCE IV. 3. COMPENSATION TO CONSULTANT – Reimbursement Policy and Procedures

Attachments:

- CPA Policy POL-2016-001-FIN-3
- Florida Statutes 112.061 Per diem and travel expenses of public officers, employees, and authorized persons.
- CPA Travel Procedures and Contractor Voucher for Reimbursement of Traveling Expenses. All reimbursable travel must have prior approval by Canaveral Port Authority.

These policies and procedures apply to all Consultants under this Continuing Contract with the Canaveral Port Authority in addition to the CPA Purchase Order Terms and Conditions.

EXHIBIT C – FEE SCHEDULE

Fee for Services Described in Exhibit A

Throughout the contract term, Jones Walker shall present the CPA with a monthly invoice for services provided during the period covered by the invoice, accompanied by a summary of such services (based upon deliverables set out in the executed contract). The amount shall be $13,500 per month in the first year of the contract; $14,000 per month in the second year of the contract; and $14,500 per month in the third year of the contract. For providing these services, Jones Walker shall receive from the CPA an annual total sum of $162,000 in the first year of the contract; $168,000 in the second year of the contract; and $174,000 in the third year of the contract. This fee is inclusive of travel and related incidental out-of-pocket expenses, as well as expenses deemed reasonable for Jones Walker's administrative expenses (e.g., phone, copy charges, mail/postage).

Hourly Rates for Additional Services requested by Owner and not included in Exhibit A

Team Member	Title	Preferred Rate
R. Christian Johnsen	Partner, Head of Federal Government Relations Practice	$590
Brett Richards	Special Counsel	$520
Richard Bertram	Partner, Admiralty Practice Group	$540

Amount for Additional Services requested by Owner and not included in Exhibit A shall not exceed $50,000 over the initial 3 year term.

Meeting Date

June 26, 2024

AGENDA ITEM REQUEST

Section:	
Item Number:	4.A
Department:	Information Technology
Request Action:	Consideration of authorizing staff to issue purchase orders to Morse Communications, pursuant to continuing contract PUR-RFP-21-1, for low voltage communications infrastructure to support additional cruise lines at Cruise Terminal 6 with a not-to-exceed amount of $286,300 (Mark Lorusso, Troy Goslin).

Summary Explanation & Background:

The Cruise Terminal 6 (CT6) low voltage communications project involves adding infrastructure to support two additional cruise lines at CT6. This expansion transforms CT6 into a multi-tenant terminal capable of accommodating up to three cruise lines. Each cruise line necessitates dedicated cabling and rack space for network equipment to establish ship-to-terminal communication, which is essential for passenger embarkation. In November, both Princess Cruise Line and Carnival Cruise Line will homeport ships at the terminal. Completion of this work is scheduled before Caribbean Princess' inaugural homeported voyage on November 27, 2024.

Purchase orders will be issued to Morse Communications (Melbourne, FL), a continuing services contractor approved by the Board during the March 24, 2021 Commission meeting (On-Demand IT Professional Services for Federal PSGP Related Projects RFP, PUR-RFP-21-1).

Budget breakdown by category:

Category 2: Low Voltage & Fiber Optic Systems: $259,620.62
Category 3: Electronic/Physical Security Systems: $4,761.90
Contingency: $21,917.48
Total Not-to-Exceed (NTE) Cost: $286,300

Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total not to exceed amount of $286,300 will exceed the line item in the FY24 Capital Budget by $273,000. If approved, this item will be funded by savings in other projects and the contingency line item. No change is required in the total FY24 Capital Budget. Project 1640 - Cruise Terminal Furniture and Equipment

Attachments:

Meeting Date

June 26, 2024

AGENDA ITEM REQUEST

Section:	
Item Number:	5.A
Department:	Real Estate
Request Action:	Consideration of approving consent to the assignment of Fifty Year Lease dated December 8, 1982, by and between Canaveral Port Authority (the "Lessor") and AAEA Investments, LLC (the "Current Lessee" and "Assignor") to 100-200 Sea Ray Drive, LLC, a Delaware limited liability company (the "Assignee"). The Consent to Assignment has been reviewed and approved by General Counsel. (Mark Milisits)

Summary Explanation & Background:

Canaveral Port Authority and Ray Industries, Inc. (the "Original Lessee") entered into a fifty (50) year lease on December 8, 1982, as amended (the "Lease") for property located on the south bank of the barge canal, just east of State Road 3, containing approximately 1.83 acres (the "Leased Premises"). The Lease was assigned on August 17, 2011 to AAEA Investments, Inc. (the "Current Lessee") which also owned the adjacent parcels consisting of approximately 18.7 acres improved as a manufacturing facility. The Leased Premises has served primarily as access to the barge canal in connection with the adjacent manufacturing facility.

Pursuant to Section 15 of the Lease Covenants and Conditions, Assignor is requesting consent to assign the Lease to 100-200 Sea Ray Drive, LLC (the "Assignee"). The Assignee is a single purpose entity controlled by Reich Brothers, LLC, a national industrial real estate group and has recently purchased the adjacent manufacturing facility from AAEA Investments. The Assignee presently intends to continue to sublease the Leased Premises to the existing subtenant, Arnott Industries, Inc. for its automotive air suspension company.

The Assignment provides that the Assignee assumes all the responsibilities, duties, liabilities and conditions of the Lease and agrees to fully and completely comply with its terms and conditions without releasing Assignor from its obligations under the Lease.

Recommendation: Staff recommends approval.

Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

Assignment and Assumption of Lease.pdf

Prepared by and return to:
Gunster, Yoakley & Stewart, P.A.
777 S. Flagler Dr., Suite 500E
West Palm Beach, FL 33401
Attn: Paul K. Hines, Esq.

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("**Assignment and Assumption**") is made this 13th day of June, 2024 (the "**Effective Date**"), by and between AAEA Investments, LLC, a Florida limited liability company (the "**Assignor**"), and 100-200 Sea Ray Drive, LLC, a Delaware limited liability company (the "**Assignee**"), with consent to the following provided by the Canaveral Port Authority, an independent special taxing district and political subdivision of the State of Florida (the "**Lessor**"), with reference to the facts set forth below.

WHEREAS, Assignor, as the assignee of Sea Ray Boats, Inc., a Florida corporation, is a party as "**Lessee**" under that certain Fifty Year Lease dated December 8, 1982 and recorded at Brevard County Official Records Book 2407, Page 1846, as amended by that certain Lease Agreement Addendum effective November 21, 1985 and recorded at Brevard County Official Records Book 2694, Page 1722, as subsequently assigned to Assignor effective August 17, 2011 and recorded at Brevard County Official Records Book 6468, Page 1234 (collectively, the "**Lease**") with the Lessor with respect to that certain property located in Merritt Island, Florida and described on **Exhibit "A"** attached hereto and incorporated herein (the "**Premises**"). Reference is made to the Lease for the terms thereof and a more detailed description of the Premises and, by this reference the Lease is incorporated herein and made a part hereof as if same is set forth in its entirety; and

WHEREAS, pursuant to that certain Real Estate Sale Agreement dated February 27, 2024, between Assignor and Assignee, as amended and assigned (collectively, the "**Sale Agreement**"), Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Lease, and the Assignee desires to accept the assignment, subject to the terms and conditions of this Assignment; and

WHEREAS, the Lessor is willing to consent to such assignment and assumption on the terms and conditions set forth in this Assignment;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to the Assignee the Lease to have and to hold the same unto the Assignee, its successors and assigns, from the Effective Date, all subject to the covenants, terms and conditions contained in the Lease and the following additional terms and conditions:

1. Assignment. From and after the Effective Date, the Assignor hereby sells, assigns, transfers, and conveys to the Assignee, its successors and assigns, all of its rights, title, and interest of the Assignor as Lessee under the Lease, and Assignee hereby accepts, assumes and agrees to be bound by and perform all covenants, conditions, liabilities, obligations and duties of Lessee under the Lease.

2. Assumption. From and after the Effective Date, the Assignee hereby accepts the foregoing assignment and hereby assumes the duties, liabilities and obligations of Lessee under the Lease. The Assignee's obligations and assumptions hereunder shall run directly in favor of, and be enforceable by, the Lessor against the Assignee as if the Assignee were the original Lessee under the Lease.

3. Lessor Consent. Assignor and Assignee acknowledge and agree that this Assignment shall not be deemed effective for any purpose unless and until Lessor's execution hereof is obtained. Lessor's consent to this Assignment shall not in any way be construed to relieve Assignee from obtaining the express prior written consent of Lessor to any further assignment or subletting of any part of the Premises.

4. Confirmatory Instruments. The Assignor and the Assignee hereby mutually covenant and agree that they each will, upon the request of another party, execute and deliver any and all further instruments confirmatory of the foregoing consent and assignment which may be reasonably required by such other party in order to accomplish the purposes and benefits of this Assignment.

5. Capitalized Terms. _All capitalized terms not defined in this Assignment shall have the meanings assigned to them in the Sale Agreement.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. Binding Effect. This Assignment and Assumption is and will be (a) binding upon, and inure to the benefit of, Assignor and Assignee and their respective heirs, legal representatives, successors and assigns, and (b) construed in accordance with the laws of the State of Florida, without regard to the application of choice of law principles.

8. Severability. A determination that any provision of this Assignment is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the application of any provision of this Assignment to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption to be executed on the date(s) hereinafter set forth.

ASSIGNOR:

AAEA Investments, LLC, a Florida
limited liability company

By:_____
Adam Arnott, Authorized Signatory

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10th day of June 2024, by Adam Arnott, as Authorized Signatory of AAEA Investments, LLC, a Florida limited liability company, on behalf of the company, who ☑ is personally known to me or who ☐ has produced _____ as identification.

_____
Notary Public, State of FLORIDA
Printed Name: R. ERIC OLMI
Commission Expires: 06.01.25

[NOTARIAL SEAL]

NOTARY PUBLIC
Expires
06/01/2025
R Eric Olmi
My Commission #
HH 136578
STATE OF FLORIDA

Signature page to Assignment and Assumption of Lease

ASSIGNEE:

100-200 Sea Ray Drive, LLC, a Delaware limited liability company

By: _____
Name: Adam Reich
Title: Authorized Signatory

STATE OF NEW YORK

COUNTY OF WESTCHESTER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of June 2024, by Adam Reich as Authorized Signatory of 100-200 Sea Ray Drive, LLC, a Delaware limited liability company, on behalf of the company, who ☒ is personally known to me or who ☐ has produced _____ as identification.

_____
Notary Public, State of New York

Printed Name: Lawrence B. Gill
Commission Expires: Oct 4, 2025

[NOTARIAL SEAL]

LAWRENCE BENJAMIN GILL
Notary Public - State of New York
No. 01GI6422954
Qualified in New York County
My Comm. Expires Oct. 4, 2025

Signature page to Assignment and Assumption of Lease

CONSENT TO ASSIGNMENT

The undersigned, CANAVERAL PORT AUTHORITY, as Lessor, does hereby consent to the foregoing Assignment and Assumption of Lease between AAEA INVESTMENTS, LLC, a Florida limited liability company, and 100-200 SEA RAY DRIVE, LLC, a Delaware limited liability company, without releasing the Assignor from the same and without any limitation of the Lessor's recourse under said Lease. The consent by Lessor to this Assignment shall not in any manner be construed as a release of the Assignor from full performance of all covenants, terms and obligations under the Lease for, related to, or in connection with the environmental condition of the Premises and Assignor shall continue to be liable for all obligations relating to such environmental condition accruing under the Lease after the Effective Date until the expiration of the term.

IN WITNESS WHEREOF, the CANAVERAL PORT AUTHORITY, by its undersigned officers, duly authorized, has executed this Consent and affixed its seal this _____ day of June, 2024.

"LESSOR":

CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida,

By:_____
Micah Loyd
Chairman

ATTEST:

By:_____
Jerry Allender
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of June 2024, by Micah Loyd as Chairman of Canaveral Port Authority, who ☐ is personally known to me or who ☐ has produced _____ as identification.

_____
Notary Public, State of _____
Printed Name: _____
Commission Expires: _____

[NOTARIAL SEAL]

Exhibit "A"

Legal Descriptions of the Premises

A strip of land located in the South half of the SW 1/4 of Section 11, Township 24 South, Range 36 East, more particularly described as follows: Commence at the SW corner of Section 11; thence run North 89°47'28" East along the South line of said Section 11, for a distance of 976.04 feet, more or less to a point which is 50 feet East of, as measured at right angles to, the centerline of State Road #3; thence run North 4°28'12" West parallel to the centerline of said State Road No. 3, a distance of 607.9 feet more or less to a point on the South line of land owned by Canaveral Port Authority; thence run North 80°01' East along said South line, a distance of 100 feet to the Point of Beginning; thence continue North 80°01' East, a distance of 285 feet; thence run North 4°28'12" West a distance of 50.23 feet to a point on the South right-of-way line of the Barge Canal; thence continue North 4°28'12" West, 160 feet more or less to the waters edge of said Barge Canal; thence meander generally Southwesterly along the shore-line to a point which lies on a bearing North 4°28'12" West of the Point of Beginning; thence run South 4°28'12" East, 130 feet more or less to the Point of Beginning, containing 3/4 acre more or less.

Together with:

LEGAL

A parcel of land lying in Southwest one-quarter (1/4) of Section 11, Township 24 South, Range 36 East, Tallahassee Base Meridian, Brevard County, Florida, and being more particularly described as follows:

Begin at the Southeasterly corner of the lands described in Official Records Book 2407, Page 1846, Public Records of Brevard County, Florida, said point lying on the Southerly right-of-way line of Canaveral Port Authority Barge Canal, and the Easterly line of an existing land lease; thence N 80°01'00" E, along said Southerly right-of-way line, a distance of 336.40 feet; thence N 04°28'12" W, a distance of 122 feet, more or less to the waters edge of the aforesaid barge canal, thence meander Southwesterly, along Southerly shoreline to a point which lies N 04°28'12" W of the point-of-beginning; thence S 04°28'12" E, a distance of 160 feet, more or less, to the point of beginning.

Containing 47,213 square feet (1.08 acres), more or less and being subject to any easements and/or rights-of-way of record.