

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

October 28, 2026

Commission Room

445 Challenger Road

Cape Canaveral, FL 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

Consideration of approving the minutes from the September 23, 2026, Commission Meeting.

[Minutes 09232026.docx](#)

Reports

CEO Report

Consideration of approving the Financial Memo for September 2026. (Jeff Long)

[REPORTS_FIN_CFO MEMO_2026.10.28.pdf](#)

Consideration of approving the List of Disposals, Legal Bills, and Commissioner Minor Expenses for September 2026. (Jeff Long / Elena Chari-Fernandez)

[REPORTS_FIN_DISPOSALS_2026.10.28.pdf](#)

[REPORTS_FIN_LEGAL BILLS_2026.10.28_Public.pdf](#)

[REPORTS_FIN_COMMISSIONER MINOR EXPENSES_2026.10.28_Public.pdf](#)

Consideration of approving the Statistical Report, Aging Report, and List of Bills for September 2026. (Jeff Long / Elena Chari-Fernandez)

[REPORTS_FIN_STATISTICAL_2026.10.28.pdf](#)
[REPORTS_FIN_AGING_2026.10.28.pdf](#)
[REPORTS_FIN_LIST OF BILLS_2026.10.28.pdf](#)

October Capital Project Update (Bill Crowe)
[October 2026 Capital Projects.pdf](#)

Public Comment on Consent Agenda

Consent Agenda

1. Engineering, Construction, and Facilities

- 1.A. Consideration of approving Change Order #1 to Ivey's Construction, Inc., for the Cruise Terminal 3 Canopy Project. Decrease PO P- 137143 by (\$575,654.50) for unused GMP/Contingency funds, new project value is \$ 1,102,164.62 (Tim Wieck/Bill Crowe)
[1A Cover Page.pdf](#)
[P-137143 Ivey's CT3 Canopies CO #1.pdf](#)
- 1.B. Consideration of authorizing staff to issue a Purchase Order under the continuing contract PUR-RFQ-23-2 to RUSH Marine for an amount NTE \$500,000.00 for Marine Waterside Repairs (Mark Titler/Bill Crowe)
[1B Cover Page.pdf](#)
[RM Proposal CT3 Fender Chain Repair.pdf](#)
- 1.C. Consideration of approving a piggyback agreement with Procon Consulting LLC based on Orange County Contract Y25-148C-KC and authorizing staff to issue a Purchase Order to Procon Consulting LLC for an amount NTE \$109,200 for Engineering and Technical Support Services (Mark Titler/Bill Crowe)
[1C Cover Page.pdf](#)
[Procon_Agreement to Piggyback Contract.docx](#)
[Exhibit A - Y25-148C_ Contract - Procon - Fully Executed.pdf](#)
[Exhibit B - Quote for Services.pdf](#)
- 1.D. Consideration of increasing Purchase Order P-136056 to MeID Studio Architecture, LLC in an amount not-to-exceed of \$ 146,133.00 for the Maritime Center IT Server Room and Office Expansion Design Services for a total amount of \$180,489.00 (Mark Titler/Bill Crowe)
[1D Cover Page.pdf](#)
[MC Data and Office 20260602.pdf](#)
[MeID Data Center Phase 2 Proposal.docx](#)
- 1.E. Consideration of increasing Purchase Order P-138432 to KMI International in an amount not to exceed of \$300,000 for the RFQ-26-2 Owner's Rep Services for Cruise Terminal 10 improvements for a total amount of \$708,593. (Verónica Narváez-Lugo/Bill Crowe)

[1E Cover Page.pdf](#)

- 1.F. Consideration of increasing Purchase Order P-130666 to Jacobs Engineering in an amount not to exceed of \$111,205 for the NCB4 Construction Administration Services for a total amount of \$729,482.50 (Verónica Narváez-Lugo/Bill Crowe)

[1F Cover Page.pdf](#)

[27CPA003 NCB4 CP System Dive Insp Proposal DRAFT 2026 1016.pdf](#)

- 1.G. Consideration of increasing Purchase Order P-134801 to BEA Architects for an amount NTE \$435,563.00 for CT5 Expansion project for a new PO total of \$5,757,208.00 (Patrick Hammond/Bill Crowe)

[1G Cover Page.pdf](#)

[CT-5 BEA CA Add Service R-1.pdf](#)

- 1.H. Consideration of approving a purchase order for Jacobs Engineering Group, Inc., for Feasibility Study Services for a new SR-401 Bulkhead Wall, between CT-5 and NCB8, pursuant to their continuing contract RFQ-24-1, with a not-to-exceed amount of \$321,655. (Patrick Hammond/Bill Crowe)

[1H Cover Page.pdf](#)

[27CPA004 CT 5 Feasibility Study_Proposal 2026 10 23.pdf](#)

2. Facilities

- 2.A. Consideration of authorizing an extension of that certain Agreement for On-Site Assistance and Preventative Maintenance Services between the Canaveral Port Authority and Adelte Technologies, Inc. ("Adelte"); authorize staff to issue a purchase order in the amount of \$726,000 for Contract Year 3 together with budgeting an additional \$150,000 for Additional Services that may be needed. (Steven Shelton / Pablo Ruiz)

[2A Cover Page.pdf](#)

[FY27 Adelte Agreement.pdf](#)

- 2.B. Consideration of authorizing staff to enter into a piggyback agreement with TAW Power Systems, Inc. (d/b/a Integrated Power Services) for the purchase of a new generator for the Inter-Agency Maritime Operations Center (IMOC), and to issue a purchase order in the amount of \$104,558.26 for the purchase and installation of the generator, with a 20% contingency in the amount of \$20,911.65, for a combined total not to exceed \$125,469.91. Authorize staff to execute contract documentation following review and approval of General Counsel. (Steven Shelton / Jonathan Hahn)

[2B Cover Page.pdf](#)

[IPS IMOC Generators 10.1.26.pdf](#)

[IPS IMOC Generators Installation 10.1.26.pdf](#)

3. Human Resources

- 3.A. Consideration of approving revisions to the Employee Benefits Policy, POL-2014-019-HRO-5

[3A Cover Page.pdf](#)

[CPA - General - POL-2014-019-HRO-5 Employee Benefits Rev. 2
10.28.2026_Redline.pdf](#)

[CPA - General - POL-2014-019-HRO-5 Employee Benefits Rev. 2
10.28.2026_Clean.pdf](#)

4. Information Technology

- 4.A. Consideration of approving staff to issue purchase orders under existing continuing services contracts for physical security system services, integration support, consulting services, and related equipment rentals in an amount not to exceed \$265,900 during FY27. (Mark Lorusso, Luis Cortes)

[4A Cover Page.pdf](#)

- 4.B. Consideration of approving a sole-source agreement with Harbour Mastery, Inc. (HMI) for i-Seaports software licensing, support, and maintenance; authorizing staff to execute contract documentation following review and approval by General Counsel; and authorizing the issuance of a purchase order to HMI for a five-year term in an amount not to exceed \$256,250. (Mark Lorusso, Shirley Hansen, Jeff Long)

[4B Cover Page.pdf](#)

5. Real Estate

- 5.A. Consideration of approving a piggyback agreement with Founders 3 Management Company based on City of Sanford Contract RFP 21/22-17 for Management and Operation Services for the Marinas currently operating as Cape Marina and Bluepoints Marina. Further, authorizing the Port Director & CEO to execute the piggyback agreement following final review and approval by General Counsel. (Mark Milisits)

[5A Cover Page.pdf](#)

[F3 Management Agreement to Piggyback_FINAL.pdf](#)

- 5.B. Consideration of approving of a temporary access easement to East Coast Zoological Society of Florida ("ECZS") for development of the aquarium and conservation campus, subject to review and approval by General Counsel and authorizing the CEO or his designee to execute same. (Craig Langley)

[5B Cover Page.pdf](#)

[FINAL - Access Easement Agreement \(Port_Aquarium\) \(002\).pdf](#)

- 5.C. Consideration of approving a 4th Amendment to the Development Agreement with the East Coast Zoological Society ("ECZS") for development of the aquarium and conservation campus, subject to review and approval by General Counsel and authorizing the CEO or his designee to execute same (Craig Langley)

[5C Cover Page.pdf](#)

[4th Amend. to DA.pdf](#)

Public Comment

Commissioner Reports

Commissioner Recognition (Captain John Murray)

Presentation of Plaques. (Captain John Murray)

Consideration of approving Resolution RES-2026-008-EXE-3 recognizing the service and dedication of Chairman Jerry Allender to Port Canaveral and the Community. (Captain John Murray)

[Commissioner Allender Resolution.pdf](#)

Consideration of approving Resolution RES-2026-009-EXE-3. (Captain John Murray)

Adjourn to next meeting scheduled Wednesday, December 9, 2026, at 9:00 am.

Meeting Date

October 28, 2026



AGENDA ITEM REQUEST

Section:	Approval of Minutes
Item Number:	
Department:	Commission
Requested Action:	Consideration of approving the minutes from the September 23, 2026, Commission Meeting.
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	Yes
Financial Review:	

Attachments:

[Minutes 09232026.docx](#)

Minutes September 23, 2026, 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 SEPTEMBER 23, 2026.

The meeting was called to order by Chairman Jerry Allender at 9:02 am. Commissioner Loyd led the Pledge of Allegiance.

Those present were Chairman Jerry Allender, Commissioners Kevin Markey, Fritz VanVolkenburgh, Micah Loyd, Carol Craig, and Attorney Harold Bistline. Also present were CEO John Murray, CFO Jeff Long, and Commission Liaison Melanie Bradford.

The Ambassador present was Bob Socks. The Ambassador Emeritus present were Jim Handley and Mac Mclouth.

APPROVAL OF AGENDA:

Commissioner VanVolkenburgh motioned to approve the agenda and Commissioner Loyd seconded the motion. The motion passed 5/0.

APPROVAL OF MINUTES:

Commissioner Loyd moved approval of the minutes of August 19, 2026, regular commission meeting. The motion was seconded by Commissioner VanVolkenburgh and passed 5/0.

PERSONAL APPEARANCE AND PRESENTATIONS:

1. Service awards were given to Debbie Joyce, Rachele Levasseur, Dawn Gentuso, David Haas, and Timonthy Stuckey for 5 years of service. John Lynch received an award for 10 years of service. Jamilah McCarren received the award for 15 years of service.

2. Resolution No. RES-2026-007-EXE-3 was presented by Diane Luensmann. Sherri McCoy from Cape Canaveral Shrimp Company/Wild Ocean Seafood spoke in favor of the Resolution. **Commissioner Markey moved to approve the resolution. Commissioner Loyd seconded the motion which passed 5/0.**

3. 9:00 Time Certain: First hearing of Proposed FY 27 Operating Budget, Capital Budget and 5-Year Cash Flow, Tariff revisions, and FTZ modifications was presented by Jeff Long. **Commissioner Loyd motioned approval of the proposed FY27 Operating Budget, Capital Budget and 5-Year Cash Flow, Tariff revisions, and FTZ modifications. Commissioner Markey second the motion. Discussion took place by Commissioner VanVolkenburgh stating he would not approve the budget. The motion passed 4/1.**

REPORTS:

1. CEO Report (John Murray)

Cruise Update:

- FY 2026 By the Numbers (Oct. 1 – August 31)
 - 1,018 ship calls
 - 8.5M multi-day passengers
- Seasonal Ship Changes
 - Carnival Venezia arrives October 10
 - Caribbean Princess final call on October 18
- Florida Caribbean Cruise Association annual Cruise Conference and Tradeshow October 13-16
 - Participate in intergovernmental discussions
 - One-on-one meetings with cruise lines

Cargo Update:

- FY 2026 By the Numbers (Oct. 1 – August 31)
 - 703 ship calls (including layberth)
 - 5.5M tons
 - Space Component Recoveries YTD
 - SpaceX: 60 boosters, 131 fairings

- Blue Origin: 2 boosters, 2 fairings
- Breakbulk Americas tradeshow September 22-23
 - Largest event in North America for Breakbulk
 - Meetings with current and prospective cargo partners
 - Business panels and industry updates

Park Services & Events Update:

- Jetty Park
 - Campground occupancy: 44%
 - Average daily vehicle count: 338
 - Total vehicle count: 10K
 - Open for 4 of 6 launches
 - Updated Park Rules and Regulations effective October 1
- 6th Annual Space Coast Rose Awards held September 16
 - Christina Weaver, GSR 1 recognized for her commitment to exceptional customer service at Jetty Park

Community Engagement:

- 25th Annual “Turtle Krawl” 5K – September 12
 - Annual event to support Sea Turtle Preservation Society
 - Port Canaveral is primary sponsor
 - Port team included employees, family and friends, placed 6th overall out of 45 teams
- International Coastal Cleanup (ICC) – September 19
 - Held at Jetty Park, one of 30 clean up locations throughout Brevard County
 - Part of Ocean Conservancy’s international event and supported locally by Keep Brevard Beautiful
 - 50+ volunteers, including Port employees, Propeller Club of Port Canaveral members, community volunteers and crew members from Carnival’s Mardi Gras and Vista
 - Over 400 pounds of trash and debris collected

Risk Management Update:

- Lloyd’s of London underwriters visit – September 22
 - Insurance professionals responsible for the Port’s Property and Liability insurance program
 - CPA’s total insured value with Lloyd’s of London exceeds \$1 billion
 - Provided insight into the Port’s major capital assets, related risk exposures and safeguards protecting these investments
 - Toured the Cruise Terminal 5 Renovation Project and the new Cruise Terminal 6 parking garage
 - CPA participants included representatives from Risk Management, Cruise Business Development and Ivey’s Construction

Public Safety Update:

- Hosted Unified Command Hurricane Tabletop Exercise – August 27
- Provided an operations briefing for new USCG COTP Jason Aleksak and CBP Orlando Area Port Director Quintana – September 2
- Attended USCG Crisis Management course – September 15 – 18
- Participating in Maritime Action Forum: “Accelerating Innovation and Efficiency in North American Shipping Summit” – September 23 – 24

Government Relations Update:

- Orlando Economic Partnership Investor Relations Committee Meeting – August 25
 - Discussion on Central Florida Economic Development priorities
 - Innovation, talent, global competitiveness and diversification
- Florida Port’s Council Board Meeting and FSTED Board Meeting – August 25-27
 - FSTED allocation discussion
 - Federal and State legislative updates
- Associated Industries of Florida – September 2
 - Port serves on Transportation and Maritime Policy Council
 - Draft legislative priorities agenda for upcoming session

- Focus on transportation funding and seaport infrastructure investments
- USAF Draft Environmental Assessment for Space Wharf – September 4
 - Study for near-term solution in Middle Turning Basin
 - Port provided comments as a supplement to June 10 first-round comments
- National Space Club Florida Chapter luncheon – September 8
 - Guest speaker Rob Long, President and CEO of Space Florida
- Space Coast Innovation Park Groundbreaking event – September 16
 - State-funded project at Space Coast Regional Airport in Titusville
 - Creates new industrial park with new roadway access
 - Phase 1 includes 3 buildings totaling 640K square feet to attract aerospace, advanced manufacturing, defense companies
- Port Canaveral organizing Stakeholder Roundtable to discuss future of SR 528
 - Updates needed on SR 528 widening project and identify path forward
 - Co-hosted by Congressman Mike Haridopolos and FL Senator Debbie Mayfield at Port Canaveral
 - Invitees will include FDOT, Space Coast TPO, Space Florida, US Space Force, US Coast Guard, US Navy, Brevard County Sheriff's Office, Canaveral Fire Rescue and elected officials from CPA, Brevard County and Canaveral Port District cities: Cape Canaveral, Cocoa Beach, Cocoa, Rockledge and Titusville
 - SR 528 is a vital roadway that connects Space Coast to Central Florida and beyond
 - Residents, businesses, tourists, military and aerospace dependency
 - Since 2006, FDOT has had plan to widen from 4 to 6 lanes to improve capacity
 - Still in design phase, costs increasing, no construction funding until 2035 - 2040

2. Consideration of Accepting the Financial Memo for August 2026. (Jeff Long)

3. Consideration of approving the Statistical Report, Aging Report, and List of Bills for August 2026. (Jeff Long/Elena Chari-Fernandez)

4. Consideration of approving the List of Disposals, Legal Bills, and Commissioner Minor Expenses for August 2026. (Jeff Long/Elena Chari-Fernandez)

Motion was made by Commissioner Craig and seconded by Commissioner Loyd to accept the Financial Memo, the Statistical Report, the Aging Report and the List of Bills, and approve the List of Disposals, Legal Bills, and Commissioner Minor Expenses for August 2026 (#2, #3 and #4). The motion passed 5/0.

5. The September 2026 Capital Projects Update was given by Veronica Narvaez-Lugo.

PUBLIC COMMENT: Milo Zonka spoke regarding Item 2A. Cole Oliver spoke regarding Item 2A also. Robyn Hattaway, Counsel for Tynda Holdings LLC, spoke regarding Item 1D. Robyn Hattaway, Counsel for Grosvenor Port Hotel, spoke regarding Item 8B and 8C. Joe Penovich spoke regarding CT 4 as did Steve Kreidt with KCG Transportation Services.

CONSENT AGENDA:

Item pulled for Discussion: 1D and 2A

Consent items 1A, 1B, 1C, 1E, 1F, 3A, 3B, 3C, 3D, 4A, 5A, 5B, 6A, 7A, 7B, 7C, 7D, 8A, 8B, and 8C were motioned for approval by Commissioner VanVolkenburgh and seconded by Commissioner Markey. The motion passed 5/0.

1.D. Consideration of issuing change order #1 and increasing Purchase Order P-138753 to Ivey's Construction for the CT3 West Garage project in the amount not to exceed \$59,379,321.87 for a total purchase order of \$59,620,362.39. (Veronica Narvaez-Lugo /Bill Crowe)

Commissioner Loyd pulled the item for discussion. After which Commissioner Loyd motioned for approval of the item which Commissioner VanVolkenburgh seconded. The motion passed unanimously.

2.A. Consideration of approval of revisions to the ground lease with the East Coast Zoological Society of Florida (“ECZS”) for development of an aquarium and conservation campus and authorizing staff to deliver same, subject to review and approval by General Counsel (Murray/Langley)
Commissioner VanVolkenburgh pulled the item for discussion. After which Commissioner Loyd motioned for approval of the item. Commissioner Craig seconded the motion and the motion passed 5/0.

PUBLIC COMMENT: Bob Socks and Mac Mclouth spoke regarding the use of Exploration Tower. After their presentation, Captain John Murray discussed the Port’s plans for the use of Exploration Tower.

COMMISSIONER DISCUSSION/REPORTS:

The meeting was adjourned at 10:43 am until the next regular meeting scheduled for Wednesday, October 28, 2026, at 9:00 am.

CANAVERAL PORT AUTHORITY

ATTEST

Jerry W. Allender, Chairman

Kevin Markey, Secretary/Treasurer

Meeting Date

October 28, 2026



AGENDA ITEM REQUEST

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



MEMORANDUM

TO: John Murray, CEO
FROM: Jeff Long, CFO
DATE: October 19, 2026
SUBJECT: Unaudited financial results - FY 2026 September

The following is a summary of the financial results through September FY 2026 as compared to the budget.

REVENUES

Operating Revenues

Operating Revenues through the end of the fiscal year total \$247.0M, which was \$9.6M above budget. The favorable year to date variance is primarily attributable to stronger than budgeted cruise-related revenue, which exceeded budget by \$10.0M led by Cruise Parking Revenue of \$8.1M and Cruise Revenue of \$1.9M. Compared to FY25, Operating Revenues increased by \$28.7M or 13% from \$218.4M to \$247.1M. This growth was largely driven by an increase of \$28.1M in total cruise-related revenues.

Operating Revenues for the month of September totaled \$18.3M which was \$447K favorable as compared to budget.

Cruise Revenue:

For FY2026, total Cruise Revenue, including parking revenue was \$210.0M, exceeding budget by approximately \$10.0M. The Port recorded 1,095 cruise calls (Home Port & Port of Call) and 9,176,706 multi-day passenger movements during the fiscal year, compared to 1,038 calls and 8,602,047 passenger movements in FY25. Both cruise calls and passenger volume exceeded budget expectations for FY26.

In September, the Port accommodated 76 cruise calls, generating 650,562 cruise passenger movements.

Cargo Revenue:

The Port generated \$23.9M in Cargo Revenue (port fees and rent) during FY26, which was \$1.9M below budget. For the fiscal year, the Port handled 500 cargo calls, along with 271 lay berths, moving a total of 5,888,799 tons of cargo. Supersacks, Granite, Machinery and Equipment, and Slag exceeded budget expectations while several other commodities finished below budget.

During September, the Port processed 47 cargo calls, 21 lay berths and 397,357 tons of cargo.

Leases/Recreation/Misc. Revenue:

Lease Revenue totaled \$4.7M, exceeding budget by \$189k. Recreation Revenue primarily generated through Jetty Park operations, totaled \$4.0M, which was \$150K above budget. Miscellaneous Revenue is \$3.4M, exceeding budget by \$116k. Additionally, the Marina generated \$1.0M in revenue during its first three months of operations, contributing positively to overall operating results.

EXPENSES**Operating Expenses:****Operating Income (Loss):**

Operating Income for FY2026 totaled \$90.0M, which was about \$11.7M above the budgeted Operating Income of \$78.3M. Compared to FY25 Operating income of \$82.9M, FY26 results were \$7.1M favorable, reflecting continued growth in operating revenues while maintaining overall expense levels near budget.

Non-Operating Revenues:

Non-Operating Revenues consist primarily of earnings on cash balances, grant administration revenues, and gains on capital asset disposals. Total Non-operating Revenues for FY 2026 were \$9.0M.

Non-Operating Expenses:

Non-Operating Expenses consist primarily of interest expense associated with outstanding loans and bonds. Total Non-Operating Expenses for FY26 were \$15.0M.

Addition to Net Position for Debt Reduction and Port Development:

The FY26 Addition to Net Position for Debt Reduction and Port Development was \$84.0M, exceeding the budgeted amount of \$72.1M by \$11.9M. The favorable variance was driven by strong cruise-related operating revenues, continued growth in passenger activity, and disciplined management of operating expenses. These results further strengthen the Port's financial position and provide additional resources to support debt reduction, capital investments, and future Port development initiatives.

Attachments -

Income Statement - September 2026

Statement of Net Position - September 2026



**Canaveral Port Authority
Income Statement YTD
September 2026**

	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	8,914,820	9,014,335	(99,515)	7,683,933	127,734,823	125,695,016	2,039,807	117,625,566
CCRC	848,931	922,503	(73,572)	727,051	12,724,424	12,844,494	(120,070)	11,632,709
Cruise Parking	5,556,804	4,751,763	805,041	3,765,465	69,565,511	61,505,310	8,060,201	52,626,420
Cargo	1,689,042	2,317,599	(628,557)	1,893,101	23,853,698	25,707,162	(1,853,464)	24,541,740
Leases	389,990	356,040	33,950	420,880	4,711,001	4,521,533	189,468	4,931,894
Marina	302,114	-	302,114	-	1,040,681	-	1,040,681	-
Recreation	247,021	224,669	22,352	223,930	4,038,762	3,888,705	150,057	4,018,285
Miscellaneous	378,544	293,522	85,022	309,337	3,378,130	3,274,900	103,230	3,004,852
TOTAL NET OPERATING REVENUES	\$ 18,327,264	\$ 17,880,431	\$ 446,833	\$ 15,023,697	\$ 247,047,031	\$ 237,437,120	\$ 9,609,911	\$ 218,381,466
EXPENSES								
Operations	612,260	1,152,602	(540,342)	1,325,694	16,160,046	17,992,644	(1,832,598)	17,740,657
Facilities	3,520,077	2,738,743	781,334	2,696,104	34,929,745	32,532,486	2,397,259	26,201,250
Parks and Recreation	275,400	221,969	53,431	237,147	2,728,830	2,709,960	18,870	2,498,022
Public Safety	1,390,401	1,340,266	50,135	1,294,097	16,048,635	16,060,455	(11,820)	14,425,929
Fire Training Facility	67,193	39,587	27,606	37,268	519,654	475,000	44,654	438,403
Commission	44,063	29,141	14,922	35,943	401,718	418,085	(16,367)	355,177
Executive	620,185	289,773	330,412	81,230	4,836,604	4,711,250	125,354	3,392,510
Finance & Accounting	257,520	182,139	75,381	343,620	2,665,036	2,435,715	229,321	2,495,957
Administrative Services	1,333,211	1,408,851	(75,640)	1,408,487	14,401,875	16,300,020	(1,898,145)	11,931,509
Engineering & Environmental	405,404	290,340	115,064	436,334	3,270,074	3,505,235	(235,161)	2,972,347
Business Development	183,023	150,937	32,086	138,796	1,475,700	1,622,260	(146,560)	1,119,479
Real Estate	319,481	70,992	248,489	74,301	1,561,136	878,075	683,061	525,599
Government & Strategic Comm.	208,099	205,505	2,594	198,896	2,113,773	2,384,710	(270,937)	1,816,835
Depreciation & Amortization	4,661,603	4,761,364	(99,761)	3,553,186	55,939,235	57,136,500	(1,197,265)	49,593,012
OPERATING EXPENSES	13,897,919	12,882,209	1,015,710	11,861,103	157,052,062	159,162,395	(2,110,333)	135,506,684
OPERATING INCOME (LOSS)	4,429,345	4,998,222	(568,877)	3,162,594	89,994,969	78,274,725	11,720,244	82,874,782
NON-OPERATING REVENUES	288,375	762,500	(474,125)	1,567,365	8,970,006	9,188,795	(218,789)	11,297,858
NON-OPERATING EXPENSES	4,672,312	4,272,464	399,848	1,925,378	14,990,690	15,365,530	(374,840)	12,962,351
ADDITION TO NET POSITION FOR DEBT REDUCTION AND PORT DEVELOPMENT	\$ 45,409	\$ 1,488,258	\$ (1,442,849)	\$ 2,804,580	\$ 83,974,284	\$ 72,097,990	\$ 11,876,294	\$ 81,210,290



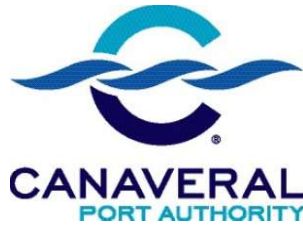
Canaveral Port Authority

Statements of Net Position

September 2026

	September 2026	September 2025
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 102,025,895	\$ 85,212,965
Cash and cash equivalents - restricted	2,070,424	2,354,932
Cash designated for capital projects	109,742,412	127,705,179
Accounts receivable, net	10,533,573	9,197,468
Prepaid expenses	2,528,535	3,234,036
Due from other governmental units	1,386,293	2,411,647
Inventory	1,567,819	1,147,041
Other receivables, current	18,631	18,631
TOTAL CURRENT ASSETS	\$ 229,873,581	\$ 232,578,906
NONCURRENT ASSETS		
Cash & cash equivalents - restricted	13,498,585	13,292,780
Other receivables and deposits, long term	459,117	15,459,117
Capital Assets, Net of Accumulated Depreciation	914,877,521	774,332,720
TOTAL NONCURRENT ASSETS	\$ 928,835,223	\$ 803,084,617
TOTAL ASSETS	\$ 1,158,708,804	\$ 1,035,663,522
DEFERRED OUTFLOWS OF RESOURCES	\$ 796,709	\$ 796,709
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 39,666,446	\$ 29,803,306
Accrued compensated balances	703,739	642,337
Unearned Revenue	836,900	797,523
Payroll and sales tax payable	431,888	310,399
Revenue bonds payable, current	18,344,000	17,419,000
Other liabilities, current	2,295,569	1,950,567
Payable from restricted assets:		
Accrued interest payable	3,365,678	3,500,013
Revenue bonds payable, current	-	275,000
TOTAL CURRENT LIABILITIES	\$ 65,700,687	\$ 54,754,613
NONCURRENT LIABILITIES		
Revenue bonds payable, less current portion	\$ 286,623,032	\$ 305,210,014
Line of credit	21,000,000	21,000,000
Other noncurrent liabilities	5,523,192	5,425,056
TOTAL NONCURRENT LIABILITIES	\$ 313,146,224	\$ 331,635,070
TOTAL LIABILITIES	\$ 378,846,911	\$ 386,389,683
DEFERRED INFLOWS OF RESOURCES	\$ 1,234,110	\$ 1,234,110
NET POSITION		
Invested in capital assets, net of related debt	\$ 581,942,073	\$ 415,961,203
Restricted for future debt service	13,498,585	13,292,780
Unrestricted	183,983,833	219,582,455
TOTAL NET POSITION	\$ 779,424,492	\$ 648,836,438
TOTAL LIABILITIES AND NET POSITION	\$ 1,159,505,513	\$ 1,036,460,231

Item Description	FAM Asset ID	Fixed Asset ID	CPA Tag	Make	Model	Serial #	Remaining Book Balance	Reason	Requested By	Disposal Method
Pressure Washer PW-1	FAM001828	20130096	10307	PresurePro	4012-10G	13-07531	\$ -	Obsolete	B. Carroll	Auction
Trailer, custom flatbed ET-504	FAM001725	2004000039		Proline		PLS11827	\$ -	Obsolete	B. Carroll	Auction
CT6 Storefront Windows	FAM005331	2025109					\$ 11,797.54	Demo	Engineering	Demo
CT6 Parking Garage Exterior Door Landing Wraps	FAM005332	2015110					\$ 18,744.02	Demo	Engineering	Demo
MTC Parking Lot Striping	FAM003666	2019131					\$ -	Restripping Parking Lot		Demo
MTC Parking Lot Resurface and Seal	FAM003665	2019130					\$ 7,038.59	Restripping Parking Lot		Demo
ET Inractive Touch Tables	FAM001039	20140383					\$ -	Obsolete	Facilities/Executive	Recycle/Trash
ET Pole Banners Exterior - Hardware	FAM001018	20140340					\$ -	Obsolete	Facilities/Executive	Trash
ET Café Furniture Interior	FAM001020	20140342					\$ -	Obsolete	Facilities/Executive	Auction
ET Touchscreen House Tble	FAM001038	20140382					\$ -	Obsolete	Facilities/Executive	Recycle/Trash
ET Wave Machine Interactive	FAM001040	20140384					\$ -	Obsolete	Facilities/Executive	Trash
ET Desktop Computer	FAM001335	20140373		Dell	Precision T3600		\$ -	Obsolete	Facilities/Executive	Recycle
ET Safe	FAM001028	20140350	10469	Mesa	MFL2731EE		\$ -	Obsolete	Facilities/Executive	Auction
ET Moving Sands Interactive	FAM001041	20140385	10478				\$ -	Obsolete	Facilities/Executive	Trash
ET Table Top Disp Touch Frame	FAM001334	20140372					\$ -	Obsolete	Facilities/Executive	Trash
ET Point of Sale System	FAM001327	20140337	10468	Elo	1915L Intelli Touch		\$ -	Obsolete	Facilities/Executive	Recycle
ET Printer	FAM001317	20140327		HP	LaserJet Pro 300		\$ -	Obsolete	Facilities/Executive	Recycle
Point of Sale Equipment	FAM001072	201400300					\$ -	Obsolete	Facilities/Executive	Recycle
ET Movie	FAM001033	20140377					\$ -	Obsolete	Facilities/Executive	Record Distruction
ET Digital Globe Support Box	FAM001056	20140401					\$ -	Obsolete	Facilities/Executive	Trash
ET Display Case DC-6-01	FAM001058	20140403					\$ -	Obsolete	Facilities/Executive	Trash
ET Display Case DC-6-02	FAM001060	20140405					\$ -	Obsolete	Facilities/Executive	Trash
ET Display Case DC-6-03	FAM001059	20140404					\$ -	Obsolete	Facilities/Executive	Trash
ET Curve Wall Display Strcture	FAM001057	20140402					\$ -	Obsolete	Facilities/Executive	Trash
Laptop	FAM003938	2020076	11649	Dell	Latitude 7400	HGKL733	\$ -	Obsolete	Mark Lorusso	Recycle
Switch	FAM004912	2023232	12079	Extreme	16804	1848T-10888	\$ -	Obsolete	Mark Lorusso	Recycle
CT3 IT Equipment - Switch	FAM004147	2020255	11693	Extreme	16804	1916T-10040	\$ -	Obsolete	Mark Lorusso	Recycle
Switch	FAM004429	2022extra27	11577	Extreme	16804	1636T-10485	\$ -	Obsolete	Mark Lorusso	Recycle
Northside Cruise Roadway Network Electrical - Switch	FAM003910	2020018	11541	Extreme	16804	1848T-10870	\$ -	Obsolete	Mark Lorusso	Recycle
Switch	FAM004448	2022extra46	11705	Extreme		2035D-13338	\$ -	Obsolete	Mark Lorusso	Recycle
Laptop	FAM003969	2020077	11650	dELL	Latitude 7400	8NNP733	\$ -	Obsolete	Mark Lorusso	Recycle
Laptop	FAM003971	2020079	11652	Dell	Latitude 7400	5C2S733	\$ -	Obsolete	Mark Lorusso	Recycle
Desktop Computer	FAM003681	2019147	11528	Alienware		9RT64Y2	\$ -	Obsolete	Mark Lorusso	Recycle
Sever-Triple Play	FAM004427	2022xtra25	11572	Heward Packard	HSTNS 5200	2M293605FN	\$ -	Obsolete	Mark Lorusso	Recycle
APC Smart UPS	FAM004731	2023051	12140	APC	SMX1500RM2UCNC	AS2244361197	\$ 905.25	Obsolete	Mark Lorusso	Recycle
APC Smart UPS	FAM004732	2023052	12462	APC	SMX1500RM2UC	0S2413L03732	\$ 905.25	Obsolete	Mark Lorusso	Recycle
Video Surveillance Cameras & Supporting Infrastructure - PSGP 2021	FAM005498	2025276		Axis	Q1700-LE	B8A44FE7FCC7	\$ -	Obsolete	Mark Lorusso	Recycle
CCTV Project (Camera PSGP 2013)	FAM002289	201500104	SGP 2013 / 22131410	Axis	Q1765-LE	ACCC8E33F7D5	\$ -	Obsolete	Mark Lorusso	Recycle
CCTV Project (Camera PSGP 2013)	FAM002289	201500104	SGP 2013 / 22131410	Axis	Q1765-LE	ACCC8EB17F2D	\$ -	Obsolete	Mark Lorusso	Recycle
CCTV Project	FAM002247	20130299	PSGP 2008 /102068	Axis	P3346	00408CE32595	\$ -	Obsolete	Mark Lorusso	Recycle
CCTV Project	FAM002247	20130299	PSGP 2008 /102068	Axis	P3346	00408CE325D3	\$ -	Obsolete	Mark Lorusso	Recycle
CCTV Project	FAM002247	20130299	PSGP 2008/ 102128	Axis	P3354	00408CE620A2	\$ -	Obsolete	Mark Lorusso	Recycle
Video Surveillance Recapitalization PSGP 2218	FAM004619	2022129	SGP 2018 / 2218-190	AXIS	Q3518-LVE	B8A44F1F0A36	\$ -	Obsolete	Mark Lorusso	Recycle
Video Surveillance Cameras & Supporting Infrastructure - PSGP 2021	FAM005498	2025276		Axis	P3267-LV	B8A44FCD525A	\$ -	Obsolete	Mark Lorusso	Recycle
							\$ 39,390.65			



**Canaveral Port Authority
Summary of Legal Bills for approval
Commission Meeting 10/28/2026**

Invoice#	Firm	Amount
REIM-0926093026-HB	Bistline, Harold	\$ 1,908.40
1002116	Ford & Harrison LLP	\$ 319.50
1002118	Ford & Harrison LLP	\$ 390.50
1003621	Ford & Harrison LLP	\$ 2,059.00
1003622	Ford & Harrison LLP	\$ 852.00
1351455	Jones Walker LLP	\$ 2,730.00
73381	Lau, Lane, Pieper, Conley & McCreddie, P.A.	\$ 4,262.50
9/1/2026 - 9/30/2026	Stromire, Bistline & Miniclier	\$ 6,125.00
Total		<u>\$ 18,646.90</u>



MEMORANDUM

TO: John Murray
Chief Executive Officer

FROM: Elena Chari-Fernandez
VP, Finance and Accounting

DATE: 10/21/2026

SUBJECT: Commissioner Minor Expenses

Commissioner Minor expenses submitted are as follows for
Commission meeting to be held on October 28, 2026

Commissioner Loyd	\$ 1,238.83
Commissioner Allender	\$ 1,982.28
Commissioner Markey	\$ -
Commissioner Craig	\$ -
Commissioner VanVolkenburgh	\$ -
Total Monthly Minor Expenses	<u>\$ 3,221.11</u>

CANAVERAL PORT AUTHORITY
STATISTICAL REPORT FOR SEPTEMBER 2026

SHIP CALLS:	YTD FY2026		YTD FY2025			September 2026		September 2025		
Cargo	500		558		-10.39%	47		33		42.42%
Layberth / Other	271		268		1.12%	21		21		0.00%
Cruise - Gaming (Single Day)	560		590		-5.08%	12		50		-76.00%
Cruise - Multi-Day	1,094.5		1,038.0		5.44%	76.0		71.5		6.29%
TOTAL SHIP CALLS:	2,425.5		2,454.0		-1.16%	156.0		175.5		-11.11%
SHIP DAYS ON BERTH:	6,269.0		5,962.5		5.14%	492.0		450.5		9.21%
CARGO TONNAGE (short tons):										
Aggregate	989,412		941,804		5.05%	126,814		178,885		-29.11%
Containers	7,081		2,984		137.29%	2,355		-		100.00%
Dry Bulk Cargo	1,011,876		1,027,941		-1.56%	-		110,017		-100.00%
Break Bulk Cargo	133,346		137,910		-3.31%	2,153		2,132		0.98%
Lumber (430,328 1000's BF / 552,958 1000's BF)	645,492		830,269		-22.26%	49,894		29,344		70.03%
Machinery, Equipment (W/M)	8,155		3,230		152.51%	4,555		262		1636.38%
Petroleum	3,093,438		3,176,736		-2.62%	211,588		209,993		0.76%
TOTAL CARGO TONNAGE:	5,888,799		6,120,873		-3.79%	397,357		530,633		-25.12%
Passenger Counts - Single Day/Gaming	114,435	560	130,775	590	-12.49%	2,687	12	8,765	50	-69.34%
CARGO REVENUE:	\$ 13,916,415		\$ 15,064,796		-7.62%	\$ 982,174		\$ 1,100,885		-10.78%
LAYBERTH / OTHER REVENUE:	\$ 2,223,561		\$ 1,887,366		17.81%	\$ 190,833		\$ 153,861		24.03%
CRUISE - SINGLE DAY / GAMING REVENUE:	\$ 1,378,192		\$ 1,421,930		-3.08%	\$ 72,239		\$ 113,113		-36.14%
GRAND TOTAL CARGO / OTHER REVENUE:	\$ 17,518,169		\$ 18,374,092		-4.66%	\$ 1,245,246		\$ 1,367,860		-8.96%
CONTAINERS-# LOAD	Units	TEU'S	Units	TEU'S		Units	TEU'S	Units	TEU'S	
CONTAINERS-# EMP'Y	597	888	349	382		171	281	0	0	
	412	522	185	192		199	242	0	0	

CANAVERAL PORT AUTHORITY
STATISTICAL REPORT FOR SEPTEMBER 2026

	YTD FY2026		YTD FY2025			September 2026		September 2025		
* CRUISE PASSENGERS										
MULTI-DAY CRUISE PASSENGERS:										
<u>Carnival Cruise Lines</u>										
Elation - HP	2	0.5	-	-	100.00%	-	-	-	-	
Freedom - HP	483,056	70.5	539,884	80.0	-11.88%	-	-	37,723	6.5	-100.00%
Glory - HP	587,046	89.0	700,275	104.0	-14.42%	36,180	6.0	57,492	9.0	-37.07%
Mardi Gras - HP	574,005	48.0	602,780	50.0	-4.00%	45,576	4.0	21,696	2.0	110.07%
Venezia - HP	210,589	24.0	177,530	20.0	20.00%	-	-	-	-	
Vista - HP	462,326	52.5	464,683	52.0	0.96%	33,751	4.5	33,713	4.0	0.11%
Caribbean Princess (CCL Affiliate)- HP	137,001	21.0	130,959	20.5	2.44%	24,893	4.0	-	-	100.00%
Sky Princess (CCL Affiliate)- HP	112,510	15.0	-	-	100.00%	-	-	-	-	
Aida Diva (CCL Affiliate) - POC	2,054	1.0	-	-	100.00%	2,054	1.0	-	-	100.00%
Queen Victoria (CCL Affiliate) - POC	-	-	1,819	1.0	-100.00%	-	-	-	-	
Ventura (CCL Affiliate) - POC	2,924	1.0	2,812	1.0	0.00%	-	-	-	-	
<u>Disney Cruise Lines</u>										
Adventure - POC	2,126	3.5	-	-	100.00%	-	-	-	-	
Destiny - POC	6,608	1.5	-	-	100.00%	-	-	-	-	
Fantasy - HP	501,946	69.0	320,788	44.5	55.06%	48,167	7.0	-	-	100.00%
Magic - POC	21,954	5.0	145,752	31.0	-83.87%	-	-	27,346	6.0	-100.00%
Treasure - HP	374,483	53.0	317,813	47.5	11.58%	26,116	4.5	27,168	4.0	-3.87%
Wish - HP	761,947	104.5	764,900	103.0	1.46%	56,098	8.0	61,351	9.0	-8.56%
<u>MSC Cruises</u>										
Grandiosa - HP	221,465	22.0	-	-	100.00%	-	-	-	-	
Meraviglia - HP & POC	129,789	27.0	199,337	41.0	-34.15%	-	-	13,845	3.0	-100.00%
Seashore - HP	758,366	77.0	754,051	76.0	1.32%	58,464	6.0	55,565	6.0	5.22%
<u>Norwegian Cruise Lines</u>										
Aqua - HP	-	-	126,643	16.0	-100.00%	-	-	-	-	
Breakaway - HP	21,769	5.0	-	-	100.00%	-	-	-	-	
Epic - HP	-	-	194,977	23.5	-100.00%	-	-	-	-	
Escape - HP & POC	-	-	18,606	4.0	-100.00%	-	-	4,403	1.0	-100.00%
Joy - HP	179,323	21.5	-	-	100.00%	-	-	-	-	
Prima - HP	329,898	47.5	-	-	100.00%	26,360	4.0	-	-	100.00%
Insignia (NCL Affiliate)	-	-	526	1.0	-100.00%	-	-	-	-	
Seven Seas Grandeur (NCL Affiliate) - POC	664	1.0	-	-	100.00%	-	-	-	-	
Vista (NCL Affiliate) - POC	-	-	1,073	1.0	-100.00%	-	-	-	-	
<u>Other Cruise Lines - POC</u>										
Amera - POC	-	-	584	1.0	-100.00%	-	-	-	-	
American Patriot - POC	110	1.0	-	-	100.00%	-	-	-	-	
American Pioneer - POC	351	3.0	-	-	100.00%	-	-	-	-	
Europa 2 - POC	-	-	428	1.0	-100.00%	-	-	-	-	
<u>Royal Caribbean Int'l</u>										
Adventure of the Sea - HP & POC	383,922	52.5	352,639	48.0	9.38%	29,210	4.0	29,386	4.0	-0.60%
Explorer of the Seas - HP	273,405	37.0	-	-	100.00%	-	-	-	-	
Harmony of the Seas - HP	139,340	11.0	-	-	100.00%	77,332	6.0	-	-	100.00%
Oasis of the Seas - HP	99,274	15.0	-	-	100.00%	19,485	3.0	-	-	100.00%
Odyssey of the Seas - POC	49,286	10.0	89,590	18.0	-44.44%	-	-	-	-	
Star of the Seas - HP	734,034	52.0	116,777	10.0	420.00%	54,348	4.0	50,468	4.0	7.69%
Symphony of the Seas - POC	12,389	2.0	148,820	23.5	-91.49%	-	-	24,975	4.0	-100.00%
Utopia of the Seas - HP	1,409,156	105.0	1,385,738	104.5	0.48%	108,201	8.0	117,590	9.0	-7.98%
Vison of the Seas - POC	32,731	16.0	17,095	8.0	100.00%	1,349	1.0	-	-	100.00%
Voyager of the Seas - HP	-	-	269,247	35.5	-100.00%	-	-	-	-	
Wonder of the Seas - HP	-	-	629,420	46.5	-100.00%	-	-	-	-	
Celebrity Apex (RCCL Affiliate) - HP	149,106	26.0	-	-	100.00%	-	-	-	-	
Celebrity Equinox (RCCL Affiliate) - HP	-	-	117,647	22.0	-100.00%	-	-	-	-	
<u>TUI Cruises</u>										
Mein Schiff 1 (RCI Affiliate) - POC	11,751	4.0	8,854	3.0	33.33%	2,942	1.0	-	-	100.00%
TOTAL MULTI-DAY PASSENGERS:	9,176,706	1,094.5	8,602,047	1,038.0	6.68%	650,526	76.0	562,721	71.5	15.60%
TOTAL MULTI-DAY CRUISE REVENUE:	\$ 210,024,758		\$ 181,884,695		15.47%	\$ 15,320,554		\$ 12,176,449		25.82%
GRAND TOTAL CARGO/CRUISE/GAMING REVENUE:	\$ 227,542,927		\$ 200,258,787		13.62%	\$ 16,565,800		\$ 13,544,310		22.31%

Canaveral Port Authority
A/R Aging Summary
10/20/2026

Customer	0-30	31-60	61-90	90+	Total
100-200 Sea Ray Drive, LLC	\$ 1,446.88	\$ -	\$ -	\$ -	\$ 1,446.88
Ambassador Serv. Int'l, LLC / Enstructure	\$ 411,700.46	\$ -	\$ -	\$ -	\$ 411,700.46
Ambassador Services, LLC	\$ 37,447.19	\$ -	\$ -	\$ -	\$ 37,447.19
Beyel Brothers, Inc.	\$ 10.00	\$ -	\$ -	\$ -	\$ 10.00
Blue Origin Manufacturing, LLC	\$ 200,090.28	\$ -	\$ -	\$ -	\$ 200,090.28
Canaveral Port Properties	\$ 3,054.09	\$ -	\$ -	\$ -	\$ 3,054.09
Cape Marine Services, Inc.	\$ 25,430.99	\$ -	\$ -	\$ -	\$ 25,430.99
Carnival Cruise Line/Seabourn	\$ 2,394,115.32	\$ 368.14	\$ -	\$ -	\$ 2,394,483.46
Carnival Cruise Line/Seabourn:CUS-82222 Princess Cruise Line	\$ 232,484.94	\$ -	\$ -	\$ -	\$ 232,484.94
Diversified Holdings of Canaveral, Inc.	\$ 3,833.08	\$ -	\$ -	\$ -	\$ 3,833.08
Fillette Green Shipping Services (USA) Corp	\$ 48,380.86	\$ -	\$ -	\$ -	\$ 48,380.86
Glover Oil Co.	\$ 232.39	\$ -	\$ -	\$ -	\$ 232.39
GT USA LLC	\$ 35,549.65	\$ -	\$ -	\$ -	\$ 35,549.65
HM Southeast Cement LLC (L043's)	\$ 76,771.34	\$ -	\$ -	\$ -	\$ 76,771.34
Host Agency	\$ 21,462.52	\$ -	\$ -	\$ -	\$ 21,462.52
Inter cruises Port Operations USA Inc	\$ 230,134.53	\$ -	\$ -	\$ -	\$ 230,134.53
Lloyd & Agnes T. DeSouza	\$ 3,920.98	\$ -	\$ -	\$ -	\$ 3,920.98
Magical Cruise Company dba DCL Port Facilities, LLC	\$ 1,642,952.70	\$ -	\$ -	\$ -	\$ 1,642,952.70
Moran Gulf Shipping	\$ 28,268.67	\$ -	\$ -	\$ -	\$ 28,268.67
Norton Lilly International, Inc	\$ 303,352.42	\$ -	\$ -	\$ -	\$ 303,352.42
Norton Lilly International, Inc:CUS-82341 Norton Lilly Int'l / MSC Cruises	\$ 1,478,739.12	\$ -	\$ -	\$ -	\$ 1,478,739.12
Norwegian Cruise Line	\$ 598,234.27	\$ -	\$ -	\$ -	\$ 598,234.27
Polaris New Energy LLC	\$ 21,731.29	\$ -	\$ -	\$ -	\$ 21,731.29
Royal Caribbean Group	\$ 766,350.89	\$ 9,144.61	\$ -	\$ -	\$ 775,495.50
Sea Ray Division of Brunswick Corporation	\$ 2,533.54	\$ -	\$ -	\$ -	\$ 2,533.54
Seafood Atlantic, Inc.	\$ 2,960.53	\$ -	\$ -	\$ -	\$ 2,960.53
Seaport Canaveral Corporation	\$ 3,727.14	\$ -	\$ -	\$ -	\$ 3,727.14
Seven Seas Academy	\$ 14,644.05	\$ -	\$ -	\$ -	\$ 14,644.05
SpaceX	\$ 100,167.28	\$ -	\$ -	\$ -	\$ 100,167.28
SSI Lubricants, LLC (dba) SSI Petroleum	\$ 627.83	\$ -	\$ -	\$ -	\$ 627.83
Sunoco, LLC / Seaport Canaveral Corporation	\$ 18,550.38	\$ -	\$ -	\$ -	\$ 18,550.38
TransMontaigne Terminals LLC	\$ 61,898.52	\$ -	\$ -	\$ -	\$ 61,898.52
Tropic Oil Co	\$ 304.00	\$ -	\$ -	\$ -	\$ 304.00
Valls Shipping Company	\$ 90,567.28	\$ -	\$ -	\$ -	\$ 90,567.28
Victory Casino Cruise	\$ 105,005.27	\$ -	\$ -	\$ -	\$ 105,005.27
Waters Edge Bait and Tackle	\$ 3,348.40	\$ -	\$ -	\$ -	\$ 3,348.40
Total	\$ 8,970,029.08	\$ 9,512.75	\$ -	\$ -	\$ 8,979,541.83
	99.9%	0.1%	0%	0.0%	100%

Canaveral Port Authority
CPA List of Bills
September 1, 2026 - September 30, 2026

Date	Document Number	Type	Name	Amount
9/4/2026	164367	Bill Payment	The Baker Press Inc	(\$1,136.00)
9/4/2026	164368	Bill Payment	Partlow , Connor	(\$247.50)
9/4/2026	164369	Bill Payment	Cocoa Ford	(\$1,528.30)
9/4/2026	164370	Bill Payment	A Greener Side by Boss Landscaping Inc	(\$8,533.00)
9/4/2026	164371	Bill Payment	Trane U.S. Inc	(\$2,636.71)
9/4/2026	164372	Bill Payment	Preferred Commercial & Industrial Services LLC db	(\$15,720.00)
9/4/2026	164373	Bill Payment	Palmdale Oil Company LLC	(\$10,583.67)
9/4/2026	164374	Bill Payment	Flash Parking Inc	(\$438.00)
9/4/2026	164375	Bill Payment	Morse Communications Inc	(\$171,112.17)
9/4/2026	164376	Bill Payment	Michael LaRosa Distributing	(\$1,153.50)
9/4/2026	164377	Bill Payment	Humana Insurance Company	(\$2,399.64)
9/4/2026	164378	Bill Payment	Ivey's Construction Inc	(\$13,365,547.28)
9/4/2026	164379	Bill Payment	Strand Import & Distributors Inc	(\$60.49)
9/4/2026	164380	Bill Payment	The Sherwin Williams Company	(\$6,363.71)
9/4/2026	164381	Bill Payment	Color Card Administrator Corp	(\$65.19)
9/4/2026	164382	Bill Payment	Florida High Speed Internet	(\$1,250.00)
9/4/2026	164383	Bill Payment	Marie's Coffee Service	(\$540.50)
9/4/2026	164384	Bill Payment	Cocoa Hyundai	(\$5,046.16)
9/4/2026	164385	Bill Payment	Oracle America Inc	(\$2,880.00)
9/4/2026	164386	Bill Payment	New Pig Corporation	(\$3,309.50)
9/4/2026	164387	Bill Payment	SKYHELM LLC	(\$254,639.64)
9/4/2026	164388	Bill Payment	X-Treme Enterprises LLC	(\$25,683.50)
9/4/2026	164389	Bill Payment	Peter Bergeron	(\$121.16)
9/4/2026	164390	Bill Payment	Kimley-Horn and Associates Inc	(\$39,942.50)
9/4/2026	164391	Bill Payment	Your Laundry Butler	(\$2,354.35)
9/4/2026	164392	Bill Payment	NAPA Auto Parts	(\$493.61)
9/4/2026	164393	Bill Payment	Motion Industries Inc	(\$29,959.73)
9/4/2026	164394	Bill Payment	Holland & Knight LLP	(\$500.00)
9/4/2026	164395	Bill Payment	Iron Mountain Records Management	(\$317.06)
9/4/2026	164396	Bill Payment	RUSH Marine LLC	(\$586,794.09)
9/4/2026	164397	Bill Payment	Waste Pro of Florida	(\$454.71)
9/4/2026	164398	Bill Payment	Safety Shoe Distributors LLC	(\$100.00)
9/4/2026	164399	Bill Payment	MaintainX Inc	(\$590.00)
9/4/2026	164400	Bill Payment	ABC Awning Company	(\$11,450.00)
9/4/2026	164401	Bill Payment	Quadient Inc	(\$120.00)
9/4/2026	164402	Bill Payment	Reedy, Matthew L	(\$384.00)
9/4/2026	164403	Bill Payment	Self, Thomas D	(\$240.78)
9/4/2026	164404	Bill Payment	Foth Infrastructure & Environment LLC	(\$15,543.30)
9/4/2026	164405	Bill Payment	Culligan Quench	(\$370.26)
9/4/2026	164406	Bill Payment	Morse Communications Inc	(\$4,302.24)
9/4/2026	164407	Bill Payment	Eau Gallie Electric Inc	(\$59,538.00)
9/4/2026	164408	Bill Payment	ABC Home And Commercial Services	(\$825.00)
9/4/2026	164409	Bill Payment	Rockledge Winsupply Inc	(\$22,874.14)
9/4/2026	164410	Bill Payment	CDW Government LLC	(\$82,083.80)
9/4/2026	164411	Bill Payment	Ambassador Services International LLC	(\$1,060.00)
9/4/2026	164412	Bill Payment	Mayer Electric Supply Company Inc	(\$75,201.65)
9/4/2026	164413	Bill Payment	HERC Rentals Inc	(\$13,024.00)
9/4/2026	164414	Bill Payment	Bermello Ajamil & Partners Inc	(\$925,736.64)
9/4/2026	164415	Bill Payment	AT&T	(\$11,385.28)

9/4/2026	164416	Bill Payment	AtkinsRealis USA Inc	(\$158,609.75)
9/4/2026	164417	Bill Payment	MedFast Urgent Care Centers LLC	(\$1,570.00)
9/4/2026	164418	Bill Payment	SiteOne Landscape Supply LLC	(\$582.11)
9/4/2026	164419	Bill Payment	Integrated Power Services (IPS)	(\$3,282.00)
9/4/2026	164420	Bill Payment	Integrated Cooling Solutions LLC	(\$2,096.00)
9/4/2026	164421	Bill Payment	GO Signs	(\$5,000.00)
9/4/2026	164422	Bill Payment	Advance Auto Parts	(\$488.72)
9/4/2026	164423	Bill Payment	Pernalet, Carlos	(\$500.00)
9/4/2026	164424	Bill Payment	Pacheco Chaviano, Naulier	(\$494.65)
9/4/2026	164425	Bill Payment	Reynolds, Michael E	(\$384.00)
9/4/2026	164426	Bill Payment	Davis Industrial	(\$5,315.00)
9/4/2026	164427	Bill Payment	R.E. Michel Company LLC	(\$7,460.85)
9/4/2026	164428	Bill Payment	Southern Lock & Supply	(\$525.00)
9/4/2026	164429	Bill Payment	Waste Management Inc of FL	(\$190.00)
9/4/2026	164430	Bill Payment	Stone Security LLC	(\$6,342.84)
9/4/2026	164431	Bill Payment	Carnival Cruise Lines	(\$1,389,680.42)
9/4/2026	164432	Bill Payment	Jones Walker LLP	(\$16,000.00)
9/4/2026	164433	Bill Payment	DynaFire LLC	(\$14,432.21)
9/4/2026	164434	Bill Payment	Space Coast Nursery	(\$65,717.50)
9/4/2026	164435	Bill Payment	Fastenal	(\$3,990.96)
9/4/2026	164436	Bill Payment	Safety Products Inc	(\$5,944.10)
9/4/2026	164437	Bill Payment	Heard Construction Inc	(\$333,990.83)
9/4/2026	164438	Bill Payment	Ring Power Corporation	(\$11,607.00)
9/4/2026	164439	Bill Payment	Sanoja, Andree	(\$500.00)
9/4/2026	164440	Bill Payment	Cubic ITS Inc	(\$27,186.00)
9/4/2026	164441	Bill Payment	FCN Inc	(\$59,120.00)
9/4/2026	164442	Bill Payment	Urbina , Jose A	(\$382.30)
9/4/2026	164443	Bill Payment	Anderson, James A	(\$216.00)
9/4/2026	164444	Bill Payment	MelD Studio Architecture LLC	(\$9,475.00)
9/4/2026	164445	Bill Payment	Castro , Jose	(\$441.15)
9/4/2026	164446	Bill Payment	Holley, Mark	(\$450.00)
9/4/2026	164447	Bill Payment	TPH Holdings LLC dba The Parts House	(\$341.76)
9/4/2026	164448	Bill Payment	Uline Inc	(\$340.78)
9/4/2026	164449	Bill Payment	Lauricella Ramirez, Miguel Angelo	(\$307.40)
9/4/2026	164450	Bill Payment	Nunez, Orlando	(\$494.65)
9/4/2026	164451	Bill Payment	Gofer Transportation	(\$382.30)
9/4/2026	164452	Bill Payment	Brevard County Sheriffs Office	(\$58,841.25)
9/4/2026	164453	Bill Payment	DEX Imaging LLC	(\$831.22)
9/4/2026	164454	Bill Payment	PFM Asset Management LLC	(\$3,461.83)
9/4/2026	164455	Bill Payment	Flags Unlimited Inc	(\$2,121.20)
9/4/2026	164456	Bill Payment	American Guard Services Inc	(\$19,091.52)
9/4/2026	164457	Bill Payment	Grainger Industrial Supply	(\$14,001.16)
9/4/2026	164458	Bill Payment	Raybro Electric Supplies	(\$11,391.29)
9/4/2026	164459	Bill Payment	Bond Plumbing Supply Inc	(\$11,579.22)
9/4/2026	164460	Bill Payment	Hinton , Nicholas	(\$870.00)
9/4/2026	164461	Bill Payment	321 Construction	(\$114,110.54)
9/4/2026	164462	Bill Payment	Tineo Estanga, Oscar	(\$283.30)
9/4/2026	164463	Bill Payment	CL Best Honey Bees LLC	(\$200.00)
9/4/2026	164464	Bill Payment	LTG Inc	(\$5,177.50)
9/4/2026	164465	Bill Payment	Schindler Elevator Corporation	(\$206,100.99)
9/4/2026	164466	Bill Payment	Anderson Rentals Inc	(\$599.00)
9/4/2026	164467	Bill Payment	Poston, Patricia G	(\$1,439.25)
9/4/2026	164468	Bill Payment	Dell Marketing LP	(\$28,730.00)
9/4/2026	164469	Bill Payment	Rexel Commercial & Industrial	(\$114,352.37)
9/4/2026	164470	Bill Payment	Florida Power & Light Company	(\$244,556.17)
9/4/2026	164471	Bill Payment	Staples Inc	(\$1,209.14)

9/4/2026	164472	Bill Payment	The Vernon Company	(\$1,402.85)
9/4/2026	164473	Bill Payment	Kaszok, Stanley	(\$90.00)
9/4/2026	164474	Bill Payment	Lee's Ice of Central Florida	(\$180.00)
9/4/2026	164475	Bill Payment	Premier Paving LLC	(\$93,450.00)
9/4/2026	164476	Bill Payment	Cocoa Beach Express LLC	(\$61,074.00)
9/4/2026	164477	Bill Payment	IM Solutions LLC	(\$3,714.53)
9/4/2026	164478	Bill Payment	Briceno, Alexis	(\$275.30)
9/4/2026	164479	Bill Payment	ERD Water LLC	(\$8,598.45)
9/4/2026	164480	Bill Payment	Florida Bulb and Ballast	(\$9,769.40)
9/4/2026	164481	Bill Payment	Morse Communications Inc	(\$144,310.83)
9/4/2026	164482	Bill Payment	Gexpro	(\$265,380.42)
9/4/2026	164483	Bill Payment	Graybar Electric Co Inc	(\$21,419.01)
9/4/2026	164484	Bill Payment	A1A Lawnmowers Inc	(\$570.80)
9/4/2026	164485	Bill Payment	Boulevard Tire Center	(\$2,742.27)
9/4/2026	164486	Bill Payment	Ralston , Deborah	(\$11.02)
9/4/2026	164487	Bill Payment	Liebherr USA Co	(\$36,737.11)
9/4/2026	164488	Bill Payment	Southeast Services of CFL Inc	(\$1,564.50)
9/4/2026	164489	Bill Payment	National Stormwater Trust Inc	(\$11,600.00)
9/4/2026	164490	Bill Payment	Tudor Rose Holdings Ltd	(\$2,900.00)
9/4/2026	164491	Bill Payment	US Customs and Border Protection	(\$22,605.73)
9/4/2026	164492	Bill Payment	Momar Inc	(\$582.90)
9/4/2026	164493	Bill Payment	Sunbelt Rentals	(\$117.50)
9/4/2026	164494	Bill Payment	Ambassador Services International LLC	(\$8,040.00)
9/4/2026	164495	Bill Payment	Gexpro	(\$4,034.47)
9/4/2026	164496	Bill Payment	Hershey's Ice Cream	(\$427.22)
9/4/2026	164497	Bill Payment	FedEx	(\$77.53)
9/4/2026	164498	Bill Payment	National Hospitality Supply Inc	(\$666.60)
9/4/2026	164499	Bill Payment	Tetra Tech Inc	(\$22,927.25)
9/4/2026	164500	Bill Payment	Tenth Revolution Group	(\$2,567.00)
9/4/2026	164501	Bill Payment	Terracon Consultants Inc	(\$17,965.45)
9/4/2026	164502	Bill Payment	Amazon Business	(\$4,251.09)
9/4/2026	164503	Bill Payment	Boggs Fire Equipment Inc	(\$124.62)
9/4/2026	164504	Bill Payment	Florida Trend Magazine	(\$8,500.00)
9/4/2026	164505	Bill Payment	Baker Distributing Co LLC	(\$550.16)
9/4/2026	164506	Bill Payment	PPG Architectural Finishes Inc	(\$308.28)
9/4/2026	164507	Bill Payment	USPS-POC	(\$1,000.00)
9/4/2026	164508	Bill Payment	Lisa Cullen Tax Collector	(\$511.50)
9/4/2026	164509	Bill Payment	TLC Engineering Solutions Inc	(\$162.84)
9/4/2026	164510	Bill Payment	Land & Sea Surveying Concepts Inc	(\$33,982.50)
9/4/2026	164511	Bill Payment	CMC Rebar	(\$13,711.46)
9/4/2026	164512	Bill Payment	Leasure, Shaun	(\$240.00)
9/4/2026	164513	Bill Payment	Taylor , Zachary M	(\$384.00)
9/4/2026	164514	Bill Payment	FleetBoss GPS Inc	(\$22,269.00)
9/4/2026	164515	Bill Payment	The Vertex Companies LLC	(\$1,139.50)
9/4/2026	164516	Bill Payment	Trelleborg Marine Systems North America Inc	(\$110,948.00)
9/4/2026	164517	Bill Payment	Protiviti Government Services Inc	(\$46,090.52)
9/4/2026	164518	Bill Payment	Jaco of America	(\$1,226.82)
9/4/2026	164519	Bill Payment	Flanders Electric Motor Service LLC	(\$21,000.00)
9/4/2026	164520	Bill Payment	Posey, Kevin	(\$384.00)
9/4/2026	164521	Bill Payment	Beaver , Brandon	(\$768.00)
9/4/2026	164522	Bill Payment	Dalrymple, Dylan	(\$548.00)
9/4/2026	164523	Bill Payment	Sboto, Sean M	(\$225.00)
9/4/2026	164524	Bill Payment	Keep Brevard Beautiful	(\$38,025.00)
9/4/2026	164525	Bill Payment	Ace Hardware of Cape Canaveral	(\$12,908.80)
9/4/2026	164526	Bill Payment	Gattos Tires and Auto Service	(\$328.01)
9/4/2026	164527	Bill Payment	SHI International Corp	(\$570.66)

9/4/2026	164528	Bill Payment	Johnstone Supply	(\$6,258.75)
9/4/2026	164529	Bill Payment	SilverTech Inc	(\$3,730.00)
9/4/2026	164530	Bill Payment	NG Production Films Inc	(\$1,200.00)
9/4/2026	164531	Bill Payment	JDH Construction Inc	(\$50,880.00)
9/4/2026	164532	Bill Payment	Imperial Dade	(\$534.00)
9/4/2026	164533	Bill Payment	Certified Network Professionals Inc	(\$2,500.00)
9/18/2026	164534	Bill Payment	Leasure, Shaun	(\$678.75)
9/18/2026	164535	Bill Payment	Fuller, Reid	(\$500.00)
9/18/2026	164536	Bill Payment	Gattos Tires and Auto Service	(\$2,548.87)
9/18/2026	164537	Bill Payment	CMC Rebar	(\$3,417.57)
9/18/2026	164538	Bill Payment	Todd Snyder dba Fruity Licks	(\$954.00)
9/18/2026	164539	Bill Payment	Southeast Services of CFL Inc	(\$71,437.35)
9/18/2026	164540	Bill Payment	Waste Management Inc of FL	(\$15,360.34)
9/18/2026	164541	Bill Payment	East Coast Lumber & Supply Co	(\$296.10)
9/18/2026	164542	Bill Payment	ZED Digital	(\$3,377.33)
9/18/2026	164543	Bill Payment	Raybro Electric Supplies	(\$7,381.93)
9/18/2026	164544	Bill Payment	Advance Auto Parts	(\$381.40)
9/18/2026	164545	Bill Payment	Graybar Electric Co Inc	(\$5,150.37)
9/18/2026	164546	Bill Payment	Ramage Septic Service Inc	(\$395.00)
9/18/2026	164547	Bill Payment	A Greener Side by Boss Landscaping Inc	(\$42,455.00)
9/18/2026	164548	Bill Payment	Integrated Cooling Solutions LLC	(\$2,007.00)
9/18/2026	164549	Bill Payment	City of Cocoa	(\$8,328.05)
9/18/2026	164550	Bill Payment	United Rentals (North America) Inc	(\$2,117.74)
9/18/2026	164551	Bill Payment	Fuentes, Jose N	(\$146.60)
9/18/2026	164552	Bill Payment	PCMTA	(\$11,693.59)
9/18/2026	164553	Bill Payment	Perez Arias, Alexis	(\$467.90)
9/18/2026	164554	Bill Payment	Romano, Juan C	(\$500.00)
9/18/2026	164555	Bill Payment	Moreno, Yomin	(\$500.00)
9/18/2026	164556	Bill Payment	Progyny Inc	(\$6,142.50)
9/18/2026	164557	Bill Payment	Florida Door Control of Orlando Inc	(\$4,355.68)
9/18/2026	164558	Bill Payment	City of Cocoa	(\$118,914.51)
9/18/2026	164559	Bill Payment	Sun Bum LLC	(\$1,138.80)
9/18/2026	164560	Bill Payment	CompPsych Employee Assistance Programs Inc	(\$450.00)
9/18/2026	164561	Bill Payment	PPG Architectural Finishes Inc	(\$1,106.91)
9/18/2026	164562	Bill Payment	SiteOne Landscape Supply LLC	(\$1,215.20)
9/18/2026	164563	Bill Payment	Ring Power Corporation	(\$5,150.59)
9/18/2026	164564	Bill Payment	JDH Construction Inc	(\$49,875.00)
9/18/2026	164565	Bill Payment	Stromquist, Kyle	(\$492.00)
9/18/2026	164566	Bill Payment	Reynolds, Michael E	(\$384.00)
9/18/2026	164567	Bill Payment	Flagship Aviation Services LLC	(\$396,630.45)
9/18/2026	164568	Bill Payment	Pirtek Space Coast	(\$939.48)
9/18/2026	164569	Bill Payment	HERC Rentals Inc	(\$5,529.00)
9/18/2026	164570	Bill Payment	Karina Lake & Pond Services	(\$2,075.00)
9/18/2026	164571	Bill Payment	Amerigas	(\$556.74)
9/18/2026	164572	Bill Payment	Allied Door & Hardware Co Inc	(\$5,787.32)
9/18/2026	164573	Bill Payment	Color Card Administrator Corp	(\$54.57)
9/18/2026	164574	Bill Payment	LTG Inc	(\$9,460.00)
9/18/2026	164575	Bill Payment	NAPA Auto Parts	(\$659.36)
9/18/2026	164576	Bill Payment	Flash Parking Inc	(\$17,600.00)
9/18/2026	164577	Bill Payment	Morse Communications Inc	(\$455.00)
9/18/2026	164578	Bill Payment	Jacobs Engineering Group Inc	(\$128,327.23)
9/18/2026	164579	Bill Payment	Preferred Commercial & Industrial Services LLC db	(\$24,631.00)
9/18/2026	164580	Bill Payment	Tint by Tate LLC	(\$6,776.00)
9/18/2026	164581	Bill Payment	Imperial Dade	(\$735.25)
9/18/2026	164582	Bill Payment	Espinoza, Manuel	(\$116.00)
9/18/2026	164583	Bill Payment	Southwest and Associates Inc	(\$8,638.06)

9/18/2026	164584	Bill Payment	Musser , Robert	(\$90.00)
9/18/2026	164585	Bill Payment	Carcasses, Maikel	(\$500.00)
9/18/2026	164586	Bill Payment	Ivey's Construction Inc	(\$118,967.86)
9/18/2026	164587	Bill Payment	SHI International Corp	(\$19,400.92)
9/18/2026	164588	Bill Payment	Brevard County Traffic Engineering	(\$905.45)
9/18/2026	164589	Bill Payment	The SF Travis Co Inc	(\$100.60)
9/18/2026	164590	Bill Payment	Linden, Steven	(\$5,835.66)
9/18/2026	164591	Bill Payment	Lee's Ice of Central Florida	(\$255.00)
9/18/2026	164592	Bill Payment	Veritiv Operating Company	(\$9,658.01)
9/18/2026	164593	Bill Payment	Imperial Towing of Brevard LLC	(\$475.00)
9/18/2026	164594	Bill Payment	Motion Industries Inc	(\$7,527.99)
9/18/2026	164595	Bill Payment	A1A Lawnmowers Inc	(\$129.98)
9/18/2026	164596	Bill Payment	The Vernon Company	(\$4,902.90)
9/18/2026	164597	Bill Payment	PIP Printing	(\$556.73)
9/18/2026	164598	Bill Payment	Eau Gallie Electric Inc	(\$2,944.00)
9/18/2026	164599	Bill Payment	Brevard County Sheriffs Office	(\$63,215.00)
9/18/2026	164600	Bill Payment	Fastenal	(\$2,646.19)
9/18/2026	164601	Bill Payment	PCL Construction Services Inc	(\$732,121.02)
9/18/2026	164602	Bill Payment	Newell, Allie	(\$288.00)
9/18/2026	164603	Bill Payment	Oracle America Inc	(\$467.08)
9/18/2026	164604	Bill Payment	Palmer, Randall A	(\$240.00)
9/18/2026	164605	Bill Payment	Sanders, Timothy	(\$408.00)
9/18/2026	164606	Bill Payment	Procon Consulting LLC	(\$55,779.06)
9/18/2026	164607	Bill Payment	West Coast Winsupply Inc	(\$68,740.03)
9/18/2026	164608	Bill Payment	Cocoa Beach Express LLC	(\$69,741.00)
9/18/2026	164609	Bill Payment	Premier Paving LLC	(\$109,800.00)
9/18/2026	164610	Bill Payment	GO Signs	(\$830.00)
9/18/2026	164611	Bill Payment	PFM Financial Advisors LLC	(\$2,345.83)
9/18/2026	164612	Bill Payment	The Greater Palm Bay Chamber	(\$725.00)
9/18/2026	164613	Bill Payment	Lima Do Nascimento, Jean Wenden	(\$500.00)
9/18/2026	164614	Bill Payment	Brewer & Associates LLC	(\$694.20)
9/18/2026	164615	Bill Payment	Canaveral Fire Rescue	(\$32,705.93)
9/18/2026	164616	Bill Payment	GO Signs	(\$430.00)
9/18/2026	164617	Bill Payment	Brevard County Clerk Finance-TDT	(\$5,766.90)
9/18/2026	164618	Bill Payment	SilverTech Inc	(\$786.25)
9/18/2026	164619	Bill Payment	Rockledge Winsupply Inc	(\$5,450.19)
9/18/2026	164620	Bill Payment	Cocoa Ford	(\$203.54)
9/18/2026	164621	Bill Payment	Excell Coatings	(\$5,757.00)
9/18/2026	164622	Bill Payment	Watkins Oil Co Inc	(\$1,419.84)
9/18/2026	164623	Bill Payment	Southern Lock & Supply	(\$3,329.80)
9/18/2026	164624	Bill Payment	Consolidated Electrical Distributors Inc (CED)	(\$671.19)
9/18/2026	164625	Bill Payment	ADM II Exhibits & Displays Inc	(\$18,598.00)
9/18/2026	164626	Bill Payment	Uline Inc	(\$5,621.98)
9/18/2026	164627	Bill Payment	24/7 Electric	(\$21,800.00)
9/18/2026	164628	Bill Payment	Heard Construction Inc	(\$404,010.85)
9/18/2026	164629	Bill Payment	Safety Zone Specialists	(\$1,795.00)
9/18/2026	164630	Bill Payment	Land & Sea Surveying Concepts Inc	(\$25,487.50)
9/18/2026	164631	Bill Payment	ABC Home And Commercial Services	(\$1,525.37)
9/18/2026	164632	Bill Payment	Tenth Revolution Group	(\$3,020.00)
9/18/2026	164633	Bill Payment	Brevard County Solid Waste Mgmt Dept	(\$149.62)
9/18/2026	164634	Bill Payment	Rouse , Andrea	(\$442.00)
9/18/2026	164635	Bill Payment	Overhead Door of America	(\$5,600.00)
9/18/2026	164636	Bill Payment	Simmons, Jennifer	(\$329.56)
9/18/2026	164637	Bill Payment	American Guard Services Inc	(\$19,091.52)
9/18/2026	164638	Bill Payment	CMC Rebar	(\$4,361.61)
9/18/2026	164639	Bill Payment	Elegance by Design Inc	(\$14,856.69)

9/18/2026	164640	Bill Payment	Safety Products Inc	(\$1,439.11)
9/18/2026	164641	Bill Payment	DynaFire LLC	(\$7,048.25)
9/18/2026	164642	Bill Payment	Waste Pro of Florida	(\$11.61)
9/18/2026	164643	Bill Payment	Bond Plumbing Supply Inc	(\$1,215.87)
9/18/2026	164644	Bill Payment	Amazon Business	(\$1,021.33)
9/18/2026	164645	Bill Payment	DEX Imaging LLC	(\$1,335.65)
9/18/2026	164646	Bill Payment	Brown & Brown Insurance Services Inc	(\$37,500.00)
9/18/2026	164647	Bill Payment	Pro-Chem Inc	(\$696.65)
9/18/2026	164648	Bill Payment	X-Treme Enterprises LLC	(\$13,944.00)
9/18/2026	164649	Bill Payment	GreatAmerica Financial Services Corporation	(\$1,998.93)
9/18/2026	164650	Bill Payment	Posey, Kevin	(\$252.00)
9/18/2026	164651	Bill Payment	Villanueva, Ronny	(\$323.45)
9/18/2026	164652	Bill Payment	Gexpro	(\$1,089.00)
9/18/2026	164653	Bill Payment	321 Construction	(\$416.25)
9/18/2026	164654	Bill Payment	Johnstone Supply	(\$2,164.08)
9/18/2026	164655	Bill Payment	Ace Hardware of Cape Canaveral	(\$6,066.62)
9/18/2026	164656	Bill Payment	Dell Marketing LP	(\$35,980.00)
9/18/2026	164657	Bill Payment	Walker Consultants	(\$2,962.50)
9/18/2026	164658	Bill Payment	Lopez, Angel	(\$478.60)
9/18/2026	164659	Bill Payment	KMI International	(\$79,503.75)
9/18/2026	164660	Bill Payment	Stone Security LLC	(\$26,076.16)
9/18/2026	164661	Bill Payment	Palmdale Oil Company LLC	(\$10,885.24)
9/18/2026	164662	Bill Payment	The Sherwin Williams Company	(\$3,710.51)
9/18/2026	164663	Bill Payment	Grainger Industrial Supply	(\$7,433.33)
9/18/2026	164664	Bill Payment	Trane U.S. Inc	(\$17,960.83)
9/18/2026	164665	Bill Payment	W & J Construction Corporation	(\$5,165.18)
9/18/2026	164666	Bill Payment	Schaeffer Manufacturing Company	(\$1,361.36)
9/18/2026	164667	Bill Payment	Fastsigns of Merritt Island	(\$560.00)
9/18/2026	164668	Bill Payment	Engraving Etc	(\$72.59)
9/18/2026	164669	Bill Payment	Holley, Mark	(\$438.75)
9/18/2026	164670	Bill Payment	Reyes , Ricardo	(\$270.00)
9/18/2026	164671	Bill Payment	Helin, Grant	(\$225.00)
9/4/2026	ACH#00000010/1	Bill Payment	Diane Luensmann	(\$145.80)
9/4/2026	ACH#00000010/2	Bill Payment	Jeffrey Long	(\$540.93)
9/4/2026	ACH#00000010/3	Bill Payment	Jeffrey Long	(\$142.22)
9/4/2026	WT#26090401351	Bill Payment	Adelte Technologies Inc	(\$58,416.67)
9/11/2026	ACH#0262530112	Bill Payment	ADP LLC	(\$2,480.31)
9/11/2026	ACH#0262530112	Bill Payment	ADP LLC	(\$14,208.05)
9/14/2026	Misc Debit 9.14.26	Bill Payment	Truist Bank	(\$69,325.49)
9/15/2026	WT#26091501516	Bill Payment	Canaveral Port Authority Marina	(\$231,209.00)
9/18/2026	WT#26091801465	Bill Payment	Adelte Technologies Inc	(\$24,351.38)
9/18/2026	WT#26091801466	Bill Payment	ADELTE Ports & Maritime S L U	(\$345,923.55)
9/22/2026	ACH#0262650064	Bill Payment	CIGNA Health and Life Insurance	(\$570,192.76)
9/25/2026	ACH#0262670134	Bill Payment	ADP Screening and Selection Services	(\$499.52)
9/28/2026	ACH#0262710268	Bill Payment	Standard Insurance Company	(\$30,626.95)
9/30/2026	ACH#0262720075	Bill Payment	Windcave Inc	(\$3,001.85)
9/30/2026	ACH#0262720076	Bill Payment	Colonial Life & Accident Insurance	(\$44.00)
9/15/2026	JE-20903	Journal	Void Of Bill Payment #164475	\$93,450.00
Total				(\$24,240,048.11)

Balanced to the GL & AP Register
Crystal Leffler 10/10/2026

Meeting Date
10.28.2026

PAYROLL ACCOUNT
SEPTEMBER 2026

9.4.26	Net Payroll (AXW WK - 36)	\$	778,352.67
	FICA & Federal Taxes	\$	254,263.02
	Third Party Payments made by ADP	\$	2,751.64
9.18.26	Net Payroll (AXW WK - 38)	\$	800,669.18
	FICA & Federal Taxes	\$	261,944.00
	Third Party Payments made by ADP	\$	2,713.34
	TOTAL:	\$ 2,100,693.85	

Meeting Date

October 28, 2026



AGENDA ITEM REQUEST

Section:	Reports
Item Number:	
Department:	Engineering
Requested Action:	October Capital Project Update (Bill Crowe)
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[October 2026 Capital Projects.pdf](#)



CAPITAL PROJECTS UPDATE

October 2026

PROJECT: Jetty Park Improvements

DESCRIPTION: The design will include existing site condition assessment, preliminary master concept plans, natural resource assessment, and stormwater management system preliminary planning. Improvements to be considered in the design will include 90 RV sites, road improvements, new cabins, an overflow parking lot, a dog park, new bathrooms/laundry facilities at the campground and new bathrooms at the day park, lighting improvements, new sidewalks, access control, CCTV and Wi-Fi enhancements.

PROJECT STATUS:

The 60% Design documents are will be submittted later in October due to additional coordination needed with a few CPA deparments.

Design and coordination continues.

PROJECT# 1530-25057	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Kimley-Horn and Associates Inc			TOTAL PROJECT BUDGET	\$ 818,567
BUDGET	\$ 818,567			GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 142,578			GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ 675,989			PORT FUNDS	\$ 818,567
AMENDED CONTRACT	\$ 818,567	\$ -	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 461,102				
SUBSTANTIAL COMPLETION DATE					

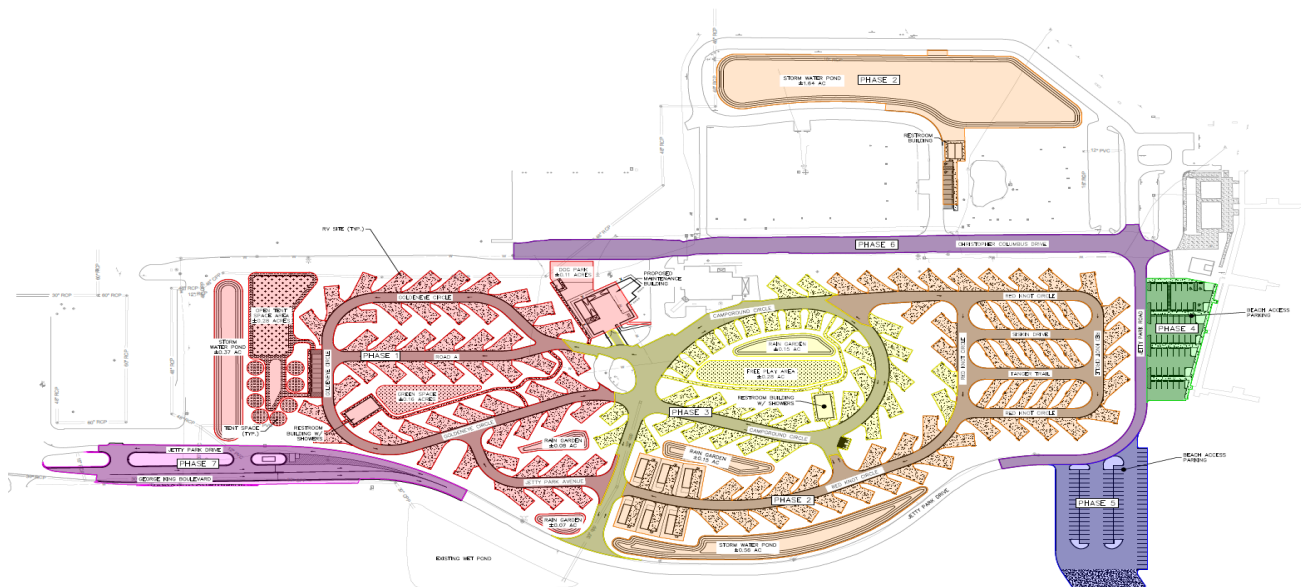
COMMISSION ACTION(S)

April 23, 2025 - Commission authorized staff to negotiate cost proposal with Kimley-Horn for Design Services

August 20, 2025 - Commission approved issuance of PO to Kimley-Horn for Design Services

March 25, 2026 - Commission approved CO to Kimley-Horn Design PO

PHOTOS



PROJECT: Commercial Fishing

DESCRIPTION: The new Commercial Fishing Facility will offer a designated location for Port Canaveral's commercial fishing fleet. The facility will include an office building, truck and trailer parking, a large open pavilion, fish cleaning station, and a storage building with 16 individual units. The design services include the improvements noted as well as the design of a stormwater management system.

PROJECT STATUS:

RUSH Construction and RUSH Marine are working with Port Staff to secure all required federal permits.

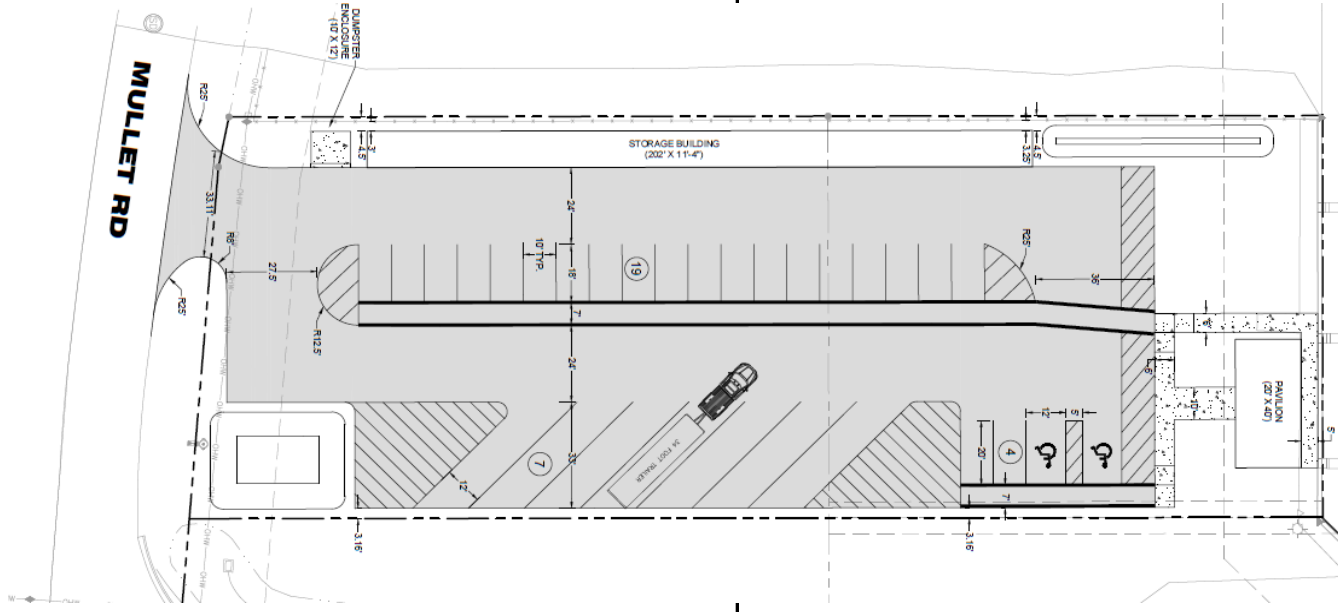
PROJECT: 1560-26070	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	MeID	RUSH Marine		TOTAL PROJECT BUDGET	\$ 2,990,439
BUDGET (Proposed)		\$ -	\$ -	GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 122,700	\$ 58,676	\$ -	GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ -	\$ 2,809,063	\$ -	PORT FUNDS	\$ 2,990,439
AMENDED CONTRACT	\$ 122,700	\$ 2,867,739	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 104,175	\$ -	\$ -		
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

March 25, 2026 - Commission Approved PO to MeID for Design Services

June 3, 2026 - Commission Approved Change Order to Rush Marine to fund construction phase

PHOTOS



PROJECT: Master Lift Station and Tank Improvements

DESCRIPTION: Design the upgrades to the Port's master lift station, including a new odor control system, repairs to the existing equalization tank, and improvements to six (6) lift stations identified in the vulnerability assessment.

PROJECT STATUS:

The design development continues. There will be a second testing phase as the chemicals used in the first phase had an unwanted effect at the City of Cocoa Beach Treatment plan. At this time, the chemical supplier is coordinating the schedule of the second testing phase.

PROJECT# 1590-25034	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs Engineering			TOTAL PROJECT BUDGET	\$ 418,100
BUDGET	\$ 418,100			GRANT PROGRAM	No
ORIGINAL CONTRACT	\$ 418,100			GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ -			PORT FUNDS	\$ 418,100
AMENDED CONTRACT	\$ 418,100	\$ -	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 308,278				
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

December 11, 2024- Commission approved issuance of PO

PHOTOS



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 elevators passed the state inspection on October 15, 2026. Project is in closeout phase.

PROJECT: 1640-23067	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	BEA	IMS	TBD	TOTAL PROJECT BUDGET	\$ 2,583,623
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 141,931	\$ 2,293,000		GRANT AMOUNT	
CHANGE ORDERS TO DATE	\$ 120,017	\$ 28,675		PORT FUNDS	\$ 2,583,623
AMENDED CONTRACT	\$ 261,948	\$ 2,321,675		PENDING ITEMS	
PAID TO DATE	\$ 235,108	\$ 2,165,621			
SUBSTANTIAL COMPLETION DATE	04/15/25	06/30/25			

COMMISSION ACTION(S)

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

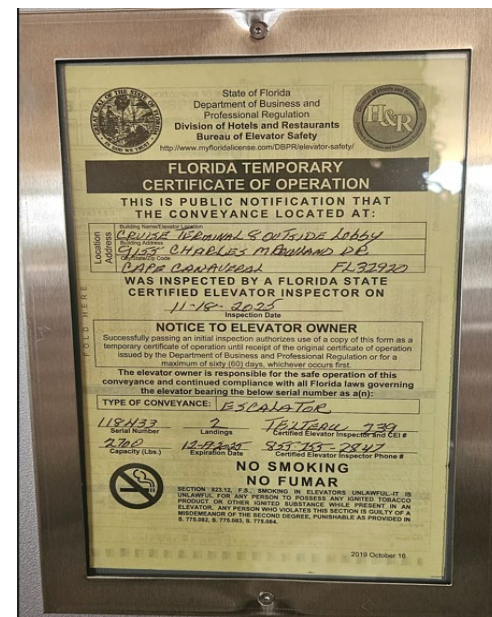
February 28, 2024 - Commission approved award to IMS Contracting, Inc., for the installation of the CT8 Elevators/Escalator

February 26, 2025 - Commission approved awarded to BEA for additional elevators

January 28, 2026 - Commission approved increasing IMS Contracting PO by \$9,871.06, new value - \$2,302,871.06

July 1, 2026 - Commission approved increasing IMS Contracting PO by \$18,803.57, new value - \$2,321,674.63

PHOTOS



PROJECT: Cruise Terminal 5 Marine Improvements

DESCRIPTION: Cruise Terminal 5 Marine Improvements includes the extension of the open pile pier, mooring improvements, and existing pier repairs. The pier is being extended by 60 feet on the north and 150 feet on the south. The project adds 5 monopile mooring dolphins on the north end to improvement operational capacity and safety at the facility.

PROJECT STATUS:

Project has reached Substantial Completion.

PROJECT: 2030-25021	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs Engineering	RUSH Marine		TOTAL PROJECT BUDGET	\$ 8,612,772
BUDGET (Proposed)		\$ -	\$ -	GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 325,010	\$ 7,965,822	\$ -	GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ 321,940	\$ -	\$ -	PORT FUNDS	\$ 8,612,772
AMENDED CONTRACT	\$ 646,950	\$ 7,965,822	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 484,067	\$ 6,889,783	\$ -		
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

August 20, 2025 - Approval of award RUSH Marine, \$7,965,822

PHOTOS



PROJECT:	Cruise Terminal 5 Expansion
DESCRIPTION:	Cruise Terminal 5 Expansion includes an expansion of the existing terminal of 73,983 SF to provide additional queuing, passenger security screening, seating, and luggage laydown areas. CBP FIS will also be relocated and upgraded to meet current standards.

PROJECT STATUS:
Ivey's Construction continues with the erection and installation of the steel components within the new expansion grand entrance. The contractor continues to grade and pour the new slab on grade following the steel installation. The new VIP seating area is expected to open the end of October. Underground stormwater utility installation is nearing completion. The new CBP FIS area is scheduled to open the end of October; Port Staff is coordinating final inspection and transition with CBP. Port Staff and the contractor continue to coordinate with the various cruise lines to ensure impacts to operations are minimal.

PROJECT: 2030-25025	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	BEA Architects	Ivey's Construction	Procon Consulting	TOTAL PROJECT BUDGET	\$ 85,441,365
BUDGET (Proposed)	\$ 3,599,452	\$ 68,998,981	\$ 1,168,922	GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 3,599,452	\$ 2,573,156	\$ 1,168,922	GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ 1,722,193	\$ 76,377,641	\$ -	PORT FUNDS	\$ 85,441,365
AMENDED CONTRACT	\$ 5,321,645	\$ 78,950,798	\$ 1,168,922	PENDING ITEMS	
PAID TO DATE	\$ 4,922,872	\$ 42,062,916	\$ 639,578		
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)
January 29, 2025 - Approval of contract to BEA Architects.
February 26, 2025 - Approval of contract to Ivey's Construction.
April 23, 2025 - Approval to negotiate with Procon Consulting's for Owner's Rep services.
June 25, 2025 - Approval of change order to increase Ivey's Construction PO by \$66,425,824.07 for GMP Amendment, New Value - \$68,998,980.56
September 26, 2025 - Commission approved increasing BEA Architects PO by \$1,029,193.00, New Value - \$4,628,645.00
February 25, 2026 - Approval of change order to increase Ivey's Construction PO by \$9,951,817.17, New Value - \$78,950,797.73
February 25, 2026 - Commission approved increasing BEA Architects PO by \$693,000.00, New Value - \$5,321,645.00

PHOTOS



PROJECT: Cruise Terminal 5 & 6 Parking Improvements

DESCRIPTION: The Cruise Terminal 5 & 6 Parking Improvements project includes the demolition of the existing CT6E parking garage and the construction of a new, larger garage within the same footprint. The new garage will have a parking capacity of ~3,700 spaces.

PROJECT STATUS:

Project has reached Substantial Completion and is open for operations.

PROJECT: 2030-26004	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME		Ivey's Construction		TOTAL PROJECT BUDGET	\$ 93,349,882
BUDGET (Proposed)	\$ -	\$ 93,349,882	\$ -	GRANT PROGRAM	
ORIGINAL CONTRACT	\$ -	\$ 93,349,882	\$ -	GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ -	\$ -	\$ -	PORT FUNDS	\$ 93,349,882
AMENDED CONTRACT		\$ 93,349,882	\$ -	PENDING ITEMS	
PAID TO DATE	\$ -	\$ 77,686,886.22	\$ -		
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

September 24, 2025 - Approval of contract to Ivey's Construction

PHOTOS





CAPITAL PROJECTS UPDATE

October 2026

PROJECT:	Cruise Terminal 10 Improvements
DESCRIPTION:	Landside and Waterside Design

PROJECT STATUS:

The temporary crew check in trailer is onsite and in use. The temporary walk way is complete and guest will begin using it the third week of October when the construction fence will be in place. The contractor began the trench drain replacement at the west side of the pier. The final GMP proposal is included in the agenda for the October meeting.

The Owner’s representative final proposal is also included in the October meeting agenda. This team will perform daily inspections, supervise activities and coordination with stakeholders during the project construction.

The waterside design team completed the bid documents and the solicitation is in process. Bids are expected in November and award is planned to be recommended during the December meeting.

PROJECT# 2042-26000	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Bermello Ajamil & Partners	PCL Construction Services	KMI International Inc	TOTAL PROJECT BUDGET	\$ 40,864,482
BUDGET	\$ 4,550,668	\$ 60,000	\$ 408,593	GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 4,550,668	\$ 60,000	\$ 408,593	GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ 2,440,205	\$ 33,405,016		PORT FUNDS	\$ 40,864,482
AMENDED CONTRACT	\$ 6,990,873	\$ 33,465,016	\$ 408,593	PENDING ITEMS	
PAID TO DATE	\$ 4,397,800	\$ 1,852,541	\$ 261,561		
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

December 10, 2025 - Commission approved issuance of PO to BA for Design and Permitting and PCL for Preconstruction Services.

April 29, 2026 - Commission approved increasing PCL Construction's PO by \$6,317,06.00, new value - \$6,377,064.00

June 3, 2026 - Commission approved increasing PCL Construction's PO by \$23,231,898.00 new value - \$29,608,962.00

July 1, 2026 - Commission approved increasing BA's PO by \$2,440,205.00, new value - \$6,990,873.00

July 1, 2026 - Commission approved increasing PCL Construction's PO by \$3,856,054.00 new value - \$33,465,016.00

July 1, 2026 - Commission approved issuing a PO to KMI International for Owner's Rep Services

PHOTOS

PROJECT:	CT3W Parking Garage
DESCRIPTION:	Design-Build of a 2200 parking spaces garage

PROJECT STATUS:
<p>The project GMP was approved at the September commission meeting.</p> <p>The contractor completed the geotechnical investigation and the test piles. Site and electrical demolition have been complete. The site plan will be submitted at the end of October to coordinate utilities relocation as needed and finalize the layout of the parking garage.</p>

PROJECT# 2042-26000	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME		Ivey's Construction		TOTAL PROJECT BUDGET	\$ 59,620,362
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT		\$ 241,040.13		GRANT AMOUNT	
CHANGE ORDERS TO DATE		\$ 59,379,322		PORT FUNDS	
AMENDED CONTRACT		\$ 59,620,362		PENDING ITEMS	
PAID TO DATE					
SUBSTANTIAL COMPLETION DATE		12/09/27			

COMMISSION ACTION(S)
<p>8/19/2026 - Commission Approved Selection Committee Recommendation for RFP-26-16 and to issue a PO NTE \$241,040.52 to Ivey's Construction</p> <p>9/23/2026 - Commission Approved GMP CO 1 for \$59,379,321.87</p>

PHOTOS


PROJECT:	Cruise Terminal 4 Berth Design
DESCRIPTION:	The Cruise Terminal 4 Berth Design project includes the design for the new berth wall, dredging, and upland berth area associated with the future CT4. The design includes demolition of the existing structures and all required permits.

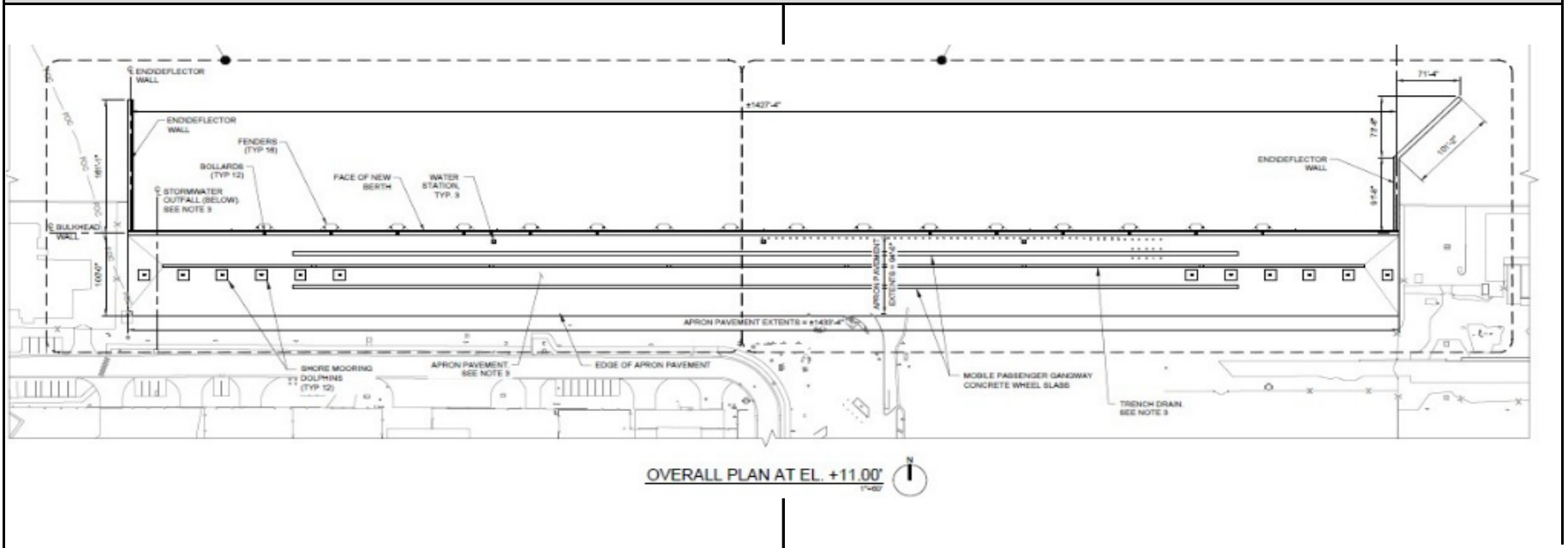
PROJECT STATUS:
The Marine Design Team is continuing with coordination with the Landside Design Team to establish project limits and support the landside conceptual plan. The Marine Design and Landside Design teams continue the coordination of connection points for various utilities throughout the future site; water, stormwater, power, IT, etc.

PROJECT: 2287-24084	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs Eng. Group			TOTAL PROJECT BUDGET	\$ 3,208,763
BUDGET (Proposed)		\$ -	\$ -	GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 2,820,973	\$ -	\$ -	GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ 387,790	\$ -	\$ -	PORT FUNDS	\$ 3,208,763
AMENDED CONTRACT	\$ 3,208,763	\$ -	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 2,456,541	\$ -	\$ -		
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

December 6, 2023 - Approval of contract to Jacobs Engineering Group

PHOTOS





CAPITAL PROJECTS UPDATE

October 2026

PROJECT: Cruise Terminal 2 Waterside Design

DESCRIPTION: Waterside design Engineering and Permitting services for a new cruise terminal berth at the south side of the Port. The anticipated berth length is approximately 1450 feet.

PROJECT STATUS:

The design team completed the geotechnical investigation at the Air Force base and will be submitting the report in the next weeks.

CPA continues to coordinate with Chesapeake Utilities Corporation for the replacement of the gas line similar to the Air Force communications line.

CPA began coordination with Chesapeake Utilities Corp on the reimbursement agreement for the work.

Jacobs continues to advance the berth design.

PROJECT# 2046-25047	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs Engineering			TOTAL PROJECT BUDGET	\$ 2,591,220
BUDGET	\$ 2,591,220				
ORIGINAL CONTRACT	\$ 2,591,220			GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE				PORT FUNDS	\$ 2,591,220
AMENDED CONTRACT	\$ 2,591,220	\$ -	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 1,225,149				
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

January 29, 2025 - Commission authorized staff to negotiate cost proposal
March 19, 2025- Commission approved issuance of PO

PHOTOS

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Meeting Date

October 28, 2026

**AGENDA ITEM REQUEST**

Section:	Engineering, Construction, and Facilities
Item Number:	1.A
Department:	Engineering
Requested Action:	Consideration of approving Change Order #1 to Ivey's Construction, Inc., for the Cruise Terminal 3 Canopy Project. Decrease PO P-137143 by (\$575,654.50) for unused GMP/Contingency funds, new project value is \$1,102,164.62 (Tim Wieck/Bill Crowe)
Summary Explanation & Background: Project is complete. This change order deducts the remaining funds from the PO.	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	Approval recommended. The change order decreases the project value by \$575,654.50 due to unused GMP contingency funds, reducing the final contract amount to \$1,102,164.62. This action lowers the Port's financial commitment and reflects the project's final cost. No adverse budgetary impact is anticipated

Attachments:[P-137143 Ivey's CT3 Canopies CO #1.pdf](#)



**CANAVERAL PORT AUTHORITY
26-004 CT3 Pedestrian Canopies
Ivey's Construction Inc.
CHANGE ORDER # 1**

JL :	2271-26057 PO: P-137143	Contract Total To Date:	FROM:	<u>\$1,677,819.12</u>
Item 1:	Unused GMP / Contingency		DECREASE	<u>(\$575,654.50)</u>
			NEW CONTRACT TOTAL:	<u>\$1,102,164.62</u>

GENERAL: No changes other than those listed above are authorized. In WITNESS WHEREOF, the parties hereto set their hands and seals this 28th day of October, 2026.

Inclusion of the Change Order # 1 is recommended by:

A handwritten signature in blue ink, appearing to read 'William E. Crowe'.

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

CANAVERAL PORT AUTHORITY

BY: _____
Jerry Allender, Chairman

A handwritten signature in blue ink, appearing to read 'Rocky Johnson'.

BY: _____
Title: Rocky Johnson, Vice President

Attest: _____
Kevin Markey, Secretary/Treasurer

A handwritten signature in blue ink, appearing to read 'Liana Foster'.

Attest: _____
Title: Liana Foster, Project Coordinator

Meeting Date

October 28, 2026

**AGENDA ITEM REQUEST**

Section:	Engineering, Construction, and Facilities
Item Number:	1.B
Department:	Engineering
Requested Action:	Consideration of authorizing staff to issue a Purchase Order under the continuing contract PUR-RFQ-23-2 to RUSH Marine for an amount NTE \$500,000.00 for Marine Waterside Repairs (Mark Titler/Bill Crowe)
<p>Summary Explanation & Background:</p> <p>Staff has identified unserviceable marine side equipment that requires replacement at multiple locations throughout the Port. This purchase order will also enable RUSH Marine to provide quick response to emergency repairs.</p> <p>Staff has included a proposal for replacement of deteriorated fender hardware at CT-3 for \$188,321. This Purchase Order, if approved, will be used to accomplish the work defined in the attached proposal in addition to future marine repairs that are identified.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	Approval recommended. The requested Purchase Order to RUSH Marine in an amount not-to-exceed \$500,000.00 for Marine Waterside Repairs is supported by available funding within the approved budget. The authorization will enable staff to utilize the continuing contract PUR-RFQ-23-2 to address necessary marine infrastructure repairs in a timely manner. No additional budget appropriation is required, and no adverse financial impact is anticipated.

Attachments:[RM Proposal CT3 Fender Chain Repair.pdf](#)



7/10/2026

Ms. Veronica Narvaez-Lugo, P.E.
Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920

RE: Canaveral Port Authority Continuing Services Contract PUR-RFQ-23-2

Subject: Price proposal for Repairs to Support Deteriorated Fender Chain Assemblies at CT-3

Ms. Narvaez-Lugo,

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 submit this proposal to provide labor, equipment and supervision necessary to perform repairs to support the deteriorated fender chain assemblies at CT-3.

Per CPA's direction, RUSH Marine LLC recently inspected the fourteen (14) foam-filled fenders at CT-3 and observed that the existing chain assemblies connecting the fenders to the pad-eyes on the bulkhead wall have experienced significant deterioration and are in poor condition. To maintain the operational safety and functionality of the existing fender system, RUSH Marine LLC proposes to replace the existing fender chain support assemblies with new permanent fender chain support assemblies consisting of new HDG chain and shackles.

Proposed Scope of Work:

- Furnish and install 450 LF 1¾-inch diameter hot-dip galvanized (HDG) chain.
- Furnish and install 56 each 1½-inch HDG Gunnebo bolt anchor shackles and 28 each 2-inch HDG Gunnebo bolt anchor shackles.
- Remove and dispose of the existing deteriorated fender chain assemblies, including chains and shackles.
- Perform all cutting, rigging, handling, access and installation activities necessary to complete the removal and replacement of the existing chain support assemblies for the proposed repair.

Cost:

The total cost associated with this change order request is in the amount of **\$188,321.00 (One Hundred and Eighty-Eight Thousand Three Hundred and Twenty-One Dollars).**



Clarifications:

The lead time for procurement of permanent materials is anticipated to be two (2) to three (3) weeks from receipt of the Purchase Order and Notice to Proceed.

- Installation will be coordinated with the tidal schedule and vessel schedule and is anticipated to be completed in fourteen (14) working days.
- The proposed repairs are intended to maintain the operational safety and functionality of the fender system and are not intended to restore it to its original design capacity.

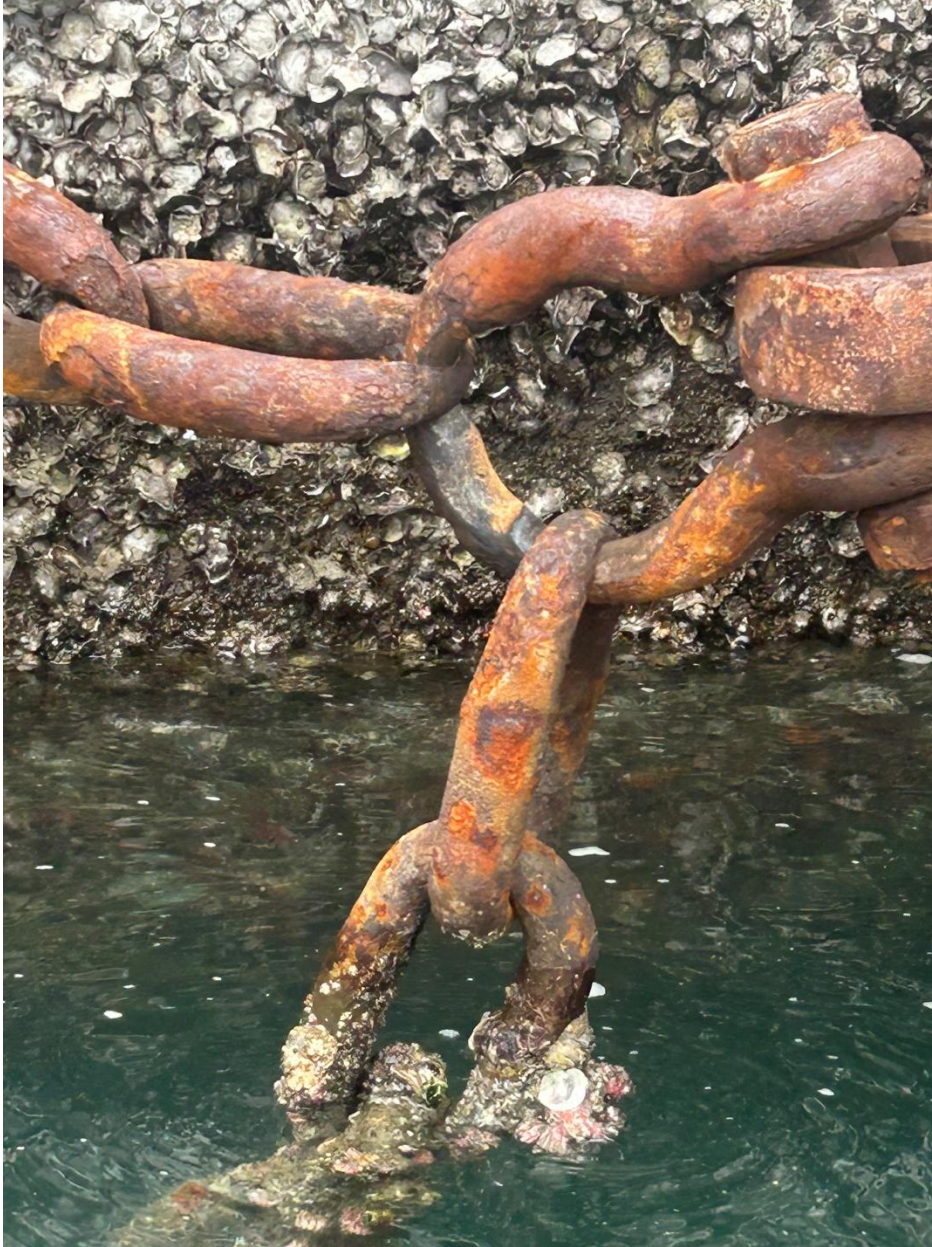
Please do not hesitate to contact us, should you have any questions, regarding this request. We would like to thank you for this opportunity to extend our services as we look forward to working with the CPA staff on this project.

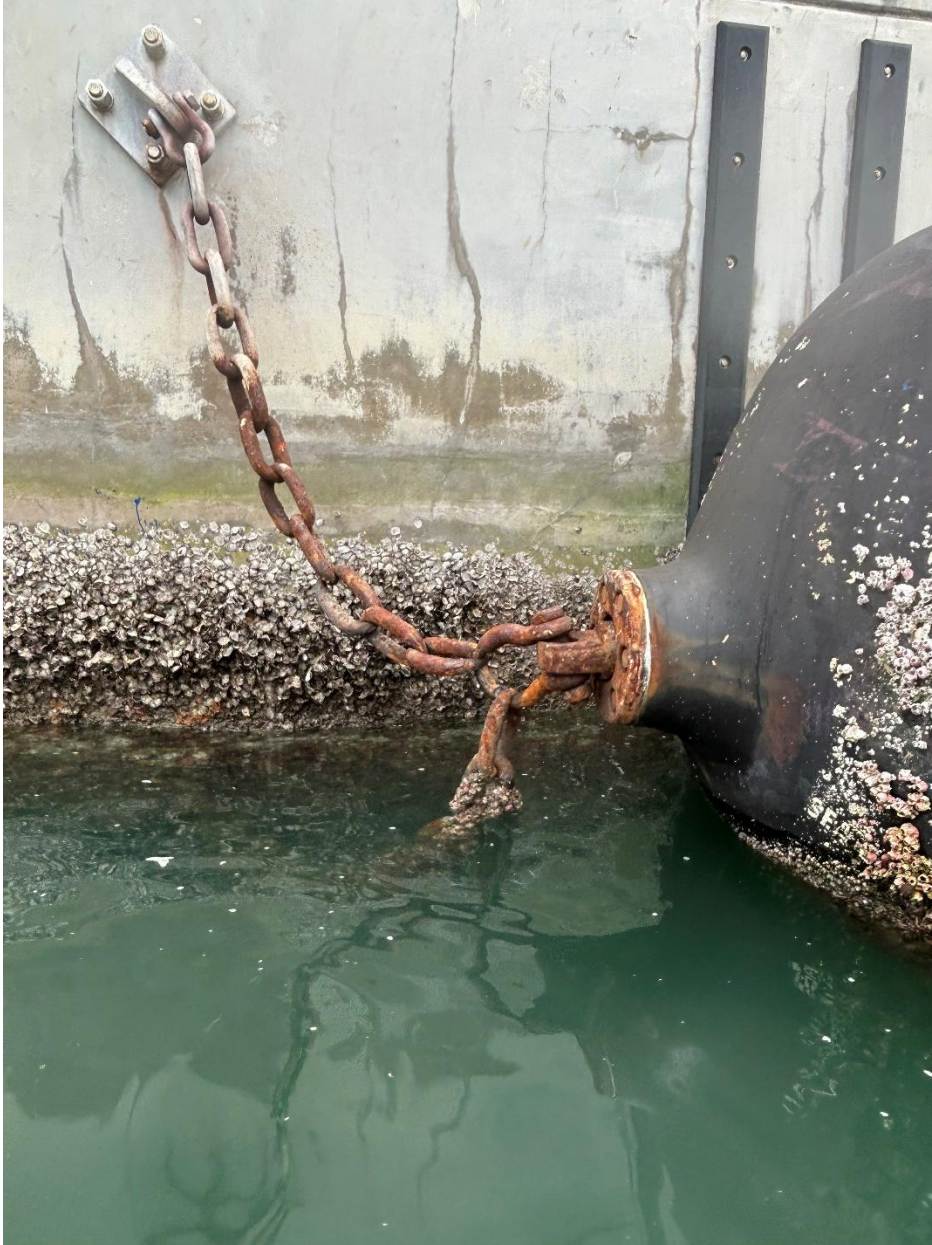
Sincerely,
RUSH MARINE LLC.

Anthony Landry

Anthony Landry
President – RUSH Marine LLC.

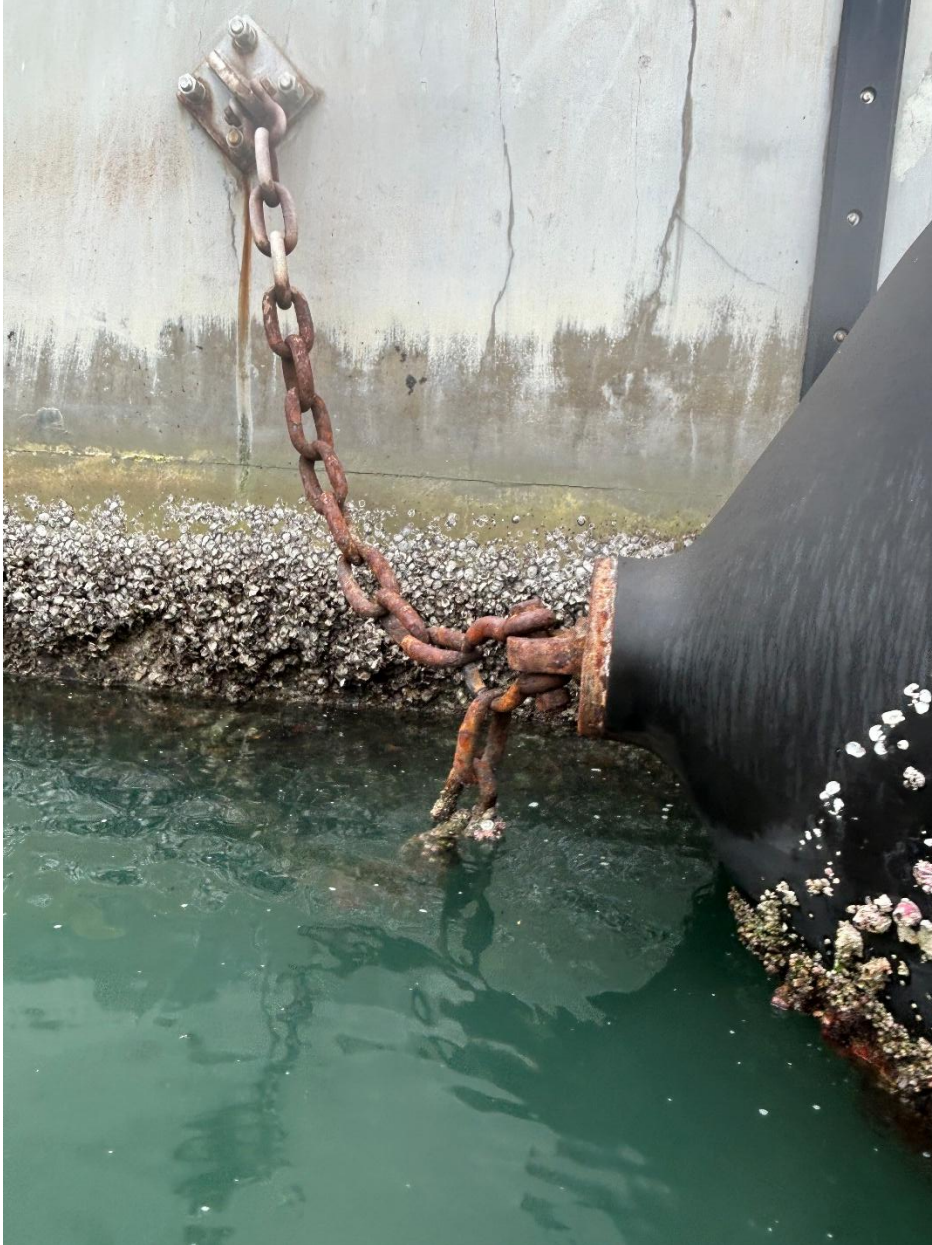












Project: Replace deteriorated fender chain assemblies at CT-3 with new HDG chain and shackles.
Location: CANAVERAL PORT AUTHORITY
Continuing Services Contract PUR-RFQ-23-2

SCHEDULE OF VALUES

EST TOTAL **\$188,321**

BID DATE: 7/10/2026

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%
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LINE ITEM	DIVISION OF WORK	COST from TABS	O.H.	FEE	BASE TOTAL	Contractor or Subcontractor performing work
Basis of Bid -						
<u>1</u> GC's	GENERAL CONDITIONS	\$ 31,331			\$ 31,331	RUSH Marine
<u>2</u>	Replace deteriorated fender chain assemblies at CT-3 with new HDG chain and shackles	\$ 133,286	\$ 9,330	\$ 7,131	\$ 149,747	RUSH Marine
	SUBTOTALS	\$ 164,617	\$ 9,330	\$ 7,131	\$ 181,078	
	BOND % 1.00%				\$ 1,811	
	INSURANCE % 3.00%				\$ 5,432	
	TOTAL				\$ 188,321	
ALLOWANCES/CONTINGENCY						
1	CONTINGENCY	\$0			\$0	RUSH Marine
	SUBTOTALS	\$0			\$0	
	BOND % 0.00%				\$0	
	INSURANCE % 0.00%				\$0	
	TOTAL				\$0	
					Total Including Any Contingency	\$188,321

RUSH Marine

COST ESTIMATE BREAKDOWN

PAGE 1 OF 2

Replace deteriorated fender chain assemblies at
CT-3 with new HDG chain and shackles.
CPA Continuing Services Contract PUR-RFQ-23-2

Cape Canaveral, FL

Job: Replace deteriorated fender chain assemblies at CT-3 with new HDG

TRADE : GENERAL REQUIREMENTS

SCHEDULE: CONTRACT:

WORK: 0.65 MOS

TOTAL : \$ 31,331

2.80 WKS

LINE NO.	ITEM	UNIT	QTY.	MATER.	COST	LABOR COST			OTHER DIR. COST	LINE TOTAL
				UNIT	TOTAL	HRS.	RATE	TOTAL		
1	SUPERINTENDENT	WKS	2.80	300.00	840	112	111.14	12,448	-	13,288
2	PROJ. MANAGER	WKS	2.80	300.00	840	112	110.00	12,320	-	13,160
3	PROJ. EXECUTIVE	WKS	0.00	300.00	-	-	110.00	-	-	-
4	PROJ. ENGINEER	WKS	0.00	300.00	-	-	82.68	-	-	-
5	TRUCKING & FUEL	WKS	2.80	150.00	1,260	-	0.00	-		1,260
6	TELEPHONE	MOS	0.65	100.00	195	-	0.00	-	-	195
7	ICE & WATER	WKS	2.80	75.00	210	-	20.00	-	-	210
8	TEMP. TOILETS	MOS	0.65	135.00	88	-	0.00	-	-	88
		UN								
SUB TOTALS THIS PAGE					\$ 3,433	\$ 24,768			\$ -	\$ 28,201
VERIFIED TOTAL										\$ 28,201

RUSH FORM 102 (1/98): EX

RUSH Marine

COST ESTIMATE BREAKDOWN

0

PAGE 2 OF 2

Replace deteriorated fender chain assemblies at
CT-3 with new HDG chain and shackles.
CPA Continuing Services Contract PUR-RFQ-23-2

Cape Canaveral, FL

0

TRADE : GENERAL REQUIREMENTS

TOTAL : \$ 31,331

SCHEDULE: CONTRACT:

0.65

Job: Replace deteriorated fender chain assemblies at CT-3 with new HDG chain and shack

LINE NO.	ITEM	UNIT	QTY.	MATER.	COST	LABOR COST			OTHER DIR. COST	LINE TOTAL
				UNIT	TOTAL	HRS.	RATE	TOTAL		
9	LIVING EXPENSES	MOS	0.65	2,200.00	1,430	-	0.00	-	-	1,430
11	Temporary OFFICE	LOT	0.65	750.00	488	-	0.00	-	-	488
12	OFFICE UTILITIES	LOT	0.65	350.00	228	-	0.00	-	-	228
17	PM SOFTWARE	LOT	1.00	301.00	301	-		-	-	301
18	CYBERSECURITY	LOT	1.00	282.00	282	-		-	-	282
SUB TOTALS PAGES 1 & 2					\$ 6,162	\$ 24,768			\$ -	\$ 30,930
SALES TAX % 6.5				401	PT&I % 0	-			401	
TOTALS					\$ 6,563	\$ 24,768			\$ -	\$ 31,331
VERIFIED TOTAL										\$ 31,331

Replace deteriorated fender chain assemblies at CT-3 with new HDG chain and shackles

Project LABOR

LABOR	REG TIME	OT TIME	UNIT	REG. RATE	OT RATE	Burdened Labor
Foreman	112	28	HR	\$ 54.34	\$ 81.51	\$ 8,368.36
Carpenter/Rigger	112	28	HR	\$ 42.44	\$ 63.66	\$ 6,535.76
Carpenter/Rigger	112	28	HR	\$ 42.44	\$ 63.66	\$ 6,535.76
Carpenter/Rigger	112	28	HR	\$ 42.44	\$ 63.66	\$ 6,535.76
	448	112		Total		\$ 27,975.64
						\$ 27,975.64

Description of Activity: EQUIPMENT and Outside Freight

Description	Rate	UOM	Duration/Days	Total		
Dumpster	\$ 1,000.00	EA	1.0	\$ 1,070.00		
Welder/Generator	\$ 169.32	DAY	14.0	\$ 2,536.41		
Portable Air Compressor	\$ 295.80	DAY	14.0	\$ 4,431.08		
Boat	\$ 125.00	DAY	14.0	\$ 1,872.50		
Forklift	\$ 833.34	DAY	14.0	\$ 12,483.43		
Haul Trailer	\$ 87.00	DAY	14.0	\$ 1,303.26		
				TOTAL	\$ 23,696.68	\$ 23,696.68

Description of Activity: SUBCONTRACTOR

Description	Quantity	UOM	RATE		TOTAL
Freight for Fender Chain Transport	1	EA	\$ 5,295.00		\$ 5,295.00
				TOTAL	\$ 5,295.00
					\$ 5,295.00

Description of Activity: TEMPORARY / PERMANENT MATERIALS

Description	Quantity	UOM	Rate	Taxes	Total
1-1/2" Galvanized Bolt Anchor Shackles	56	EA	\$ 191.33	\$ 750.01	\$ 11,464.49
2" Galvanized Bolt Anchor Shackles	28	EA	\$ 398.62	\$ 781.30	\$ 11,942.66
1-3/4" Fender Chain	6	LOT	\$ 7,495.00	\$ 3,147.90	\$ 48,117.90
Fuel	280	Gal	\$ 6.00	\$ 117.60	\$ 1,797.60
Small Tools & Consumables	560	MHS	\$ 5.00	\$ 196.00	\$ 2,996.00
				TOTAL	\$ 76,318.65
					\$ 76,318.65

Total Cost \$ 133,285.97

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QUOTE

UPC VENDOR	QUOTE DATE	QUOTE NO.
000000	06/30/26	34002070-01
P.O. NO.		PAGE #
Tony		1

CUST.#: 50610600

SHIP TO: RUSH MARINE LLC
6285 Riverfront Center Blvd
Titusville, FL 32780-8004

CORRESPONDENCE TO: CERTEX - Cocoa
3015 Grissom Pkwy
Cocoa, FL 32926-5804

BILL TO: RUSH MARINE LLC
6285 RIVERFRONT CENTER BLVD
TITUSVILLE, FL 32780

INSTRUCTIONS			
SHIP POINT	SHIP VIA	SHIPPED	TERMS
CERTEX - Cocoa	WILL CALL	06/30/26	NET 30

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
3	cx02-0010-gi 1" x 8' Galv. Wire Rope Choker Includes Warning Tag and WRTB Wire Rope Sling Safety Bulletin.	28		28	EA	112.85	3159.80
5	CX10-2151 2" #855 GALV BOLT ANCHOR SHACKLE GUNNEBO In Stock @ Crosby	28		28	EA	398.62	11161.36
7	CX10-2149 1-1/2" #855 GALV BOLT ANCHOR SHACKLE GUNNEBO Interchange Prod: A085538 In Stock @ Crosby	56		56	EA	191.33	10714.48
3	Lines Total	Qty Shipped Total		112		Total Taxes Invoice Total	25035.64 1752.49 26788.13



Marine Division Quotation

Project Name:	Canaveral Terminal 3 Chain Replacement	REFERENCE NO.:	USA-OPP-129436
Customer:	Rush Marine LLC	DATE:	June 30, 2026
Validity:	30 Days	PURCHASE ORDER #:	
Shipping:	FOB Port Canaveral, FL	REV.	
Payment Terms:	Net 30		

ITEM NO.	DESCRIPTION	QTY.	UNIT PRICE	EXTENDED PRICE
1	1-3/4" X 90' Stud Link Anchor Chain Grade 3 New w/ ABS Certification Galv *In Stock - 1-2 week lead time	6	\$ 7,495.00	\$ 44,970.00
2	ESTIMATED SHIPPING COSTS per qualification #2	1	\$ 5,295.00	\$ 5,295.00

Project Total (To be confirmed)

\$ 50,265.00

PRODUCTION WILL NOT BEGIN UNTIL RECEIPT OF APPROVED DRAWINGS AND PURCHASE ORDER

Trelleborg (Seller) agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the product(s) described above, subject to the terms and conditions set forth hereinafter attached (Agreement).

Qualifications:

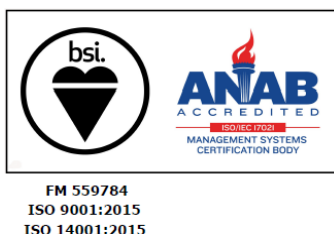
- 1 All prices are in USD. For orders outside the US and its territories, No duties, customs or taxes paid.
- 2 The cost of Freight of the Goods stated herein is not fixed and provided as reference value only. Final shipping cost is subject to change and shall be revalidated at the time of shipment to reflect prevailing market rates. Any increase in shipping costs shall be borne by the Client. Trelleborg shall not be responsible for any delay in shipment for reasons outside of Trelleborg's control, including non-availability of shipping lines.
- 3 The price of the Goods stated herein is based on the raw material cost on the date of the quotation. Given significant market volatility in raw material prices, Trelleborg reserves the right to adjust the price of the Goods at any time, whether before or after the acceptance of this quotation by the Client, to reflect prevailing market rates. Any increase in the price of the Goods due to increased raw material cost shall be borne by the Client. Price adjustment shall be supported by reference to the relevant price index or official supplier quotation(s).
- 4 Trelleborg is unable to predict price fluctuations directly related to global trade market volatility. Should any portion of this proposal be affected by government applied trade tariffs after date of submittal, shown pricing will be subject to adjustment and any additional tariffs shall be charged to the buyer.
- 5 Prices and delivery times based on receipt of entire scope of work quoted above.
- 6 Current estimated lead time is 1 to 2 weeks ARO and approved construction drawings.
- 7 Detailed drawings, calculations, submittal information to be submitted after award.
- 8 Items quoted ex-stock are based on availability at time of order.
- 9 Proposal is subject to attached Terms and Conditions.

Trelleborg

Purchaser's Acceptance

Name of purchaser (PRINT)

Authorized signature



532 Jack Enders Blvd, Berryville, VA 22611
P: 713.800.7640
www.trelleborg.com/marine





TRELLEBORG

Terms and Conditions

1. Applicable Law and Jurisdiction

These general terms and conditions apply to all proposals and quotations submitted by Trelleborg Marine Systems North America, Inc. (hereinafter referred to as "Seller"), to all purchase orders received by Seller, and to all goods and services sold by Seller, except as otherwise specifically provided in a document signed by Seller. This sale and any sale resulting here from consists only of these terms and conditions and those in other documents referenced herein or attached hereto or in a document subsequently signed by Seller and referencing this transaction (all of which constitute the "Agreement"). The Agreement shall be governed, construed and enforced under the laws of the State of LOUISIANA including the Uniform Commercial Code in force on the initial date of the Agreement ("UCC"), except as provided herein. The U.N. Convention on the International Sale of Goods shall not apply. Any services to be provided hereunder, whether they are otherwise ancillary to and part of a sale of goods (as separate units), shall be considered ancillary to a sale of goods and the UCC shall apply to all goods and services to be provided hereunder ("Goods"). THE COURTS OF LOUISIANA SHALL HAVE EXCLUSIVE JURISDICTION OVER THE PARTIES AND THE CLAIMS ARISING UNDER OR RELATED TO THE AGREEMENT. The parties stipulate to the convenience of LOUISIANA courts as to all litigation. Any declaration of unenforceability of a provision shall be as narrow as possible and shall not affect the enforceability of the other provisions.

2. Formation, Integration and Modification

A. The Agreement incorporates all previous Seller quotations and agreements pertaining to the Goods. Delivery to Seller of Buyer's acceptance of Seller's quotation (according to its terms), Seller's actions in reliance on Buyer's oral acceptance of a written or oral quotation, or Buyer's receipt of the Goods, will constitute a binding contract under the terms of the Agreement. The Agreement is subject to Seller's revocation or cancellation without liability until approved by Seller at its home office. Notice of such approval may be furnished to the Buyer by an acknowledgment, shipment, or other form of express approval.

B. An order submitted by Buyer orally or in a purchase order or other writing (whether or not it contains terms or conditions modifying, adding to, repugnant to, or inconsistent with these Terms and Conditions), may be accepted, approved or filled by Seller, but any resulting contract and the liabilities or obligations of Seller shall be determined solely by the Agreement, and (unless Seller otherwise advises Buyer in writing) notice is hereby given that Seller objects to any such terms or conditions in Buyer's purchase order or other writing. Seller shall not be deemed to have enlarged or modified its liabilities or obligations under the Agreement by filling such order or by failing to further object to Buyer's terms or conditions.

C. The Agreement is a final, complete and exclusive statement of the parties' Agreement. No modifications, limitations, waivers or discharge of the Agreement or any of its terms shall bind Seller unless in writing and signed by Seller's authorized employee. Seller may correct unilaterally any mathematical and typographical errors in the Agreement. Typed provisions of the Agreement take precedence over printed provisions. A course of performance, course of dealing, or customs in the trade shall not constitute a modification or waiver by Seller of any right by Seller.

D. The Agreement is only for the benefit of the parties, except all disclaimers and limitations applicable to Seller shall be for the benefit of Seller's agents, employees, contractors, and suppliers. If any provisions are determined to apply to third parties, all other provisions shall also apply.

E. Any advice or recommendation given by Seller or its employees or agents to Buyer including any advice as to the storage, application or use of the goods or services, which is not confirmed in writing by Seller, is followed or acted upon entirely at Buyer's own risk, and accordingly, Seller shall not be liable for any such advice or recommendation which is not so confirmed.

3. Prices, Payment and Risk of Loss

A. Prices contained in Seller's published price lists, if any, are subject to change without notice. Prices contained in individual written quotations or proposals are firm only for a period of 30 days from the date of the quotation. Prices do not include taxes. Buyer shall pay all applicable sales or other taxes levied with respect to Goods (and replacements) and the Agreement, unless exempt therefrom. Buyer shall pay all government fees levied on the installation and inspection of the Goods. Buyer shall pay upon receipt all invoices rendered by Seller for any such items Seller may pay and for the Goods.

B. Seller may unilaterally increase prices to cover increased costs (plus reasonable overhead and profit) of design, materials, and manufacturing required by changes requested by Buyer after the date of any quotation.

C. All amounts not paid to Seller when due shall incur a carrying charge of 0.5% per week to the extent allowed by law and otherwise at the highest written contract rate allowed by law.

4. Delivery

A. Whether presented verbally or in writing, quoted lead times are indicative only and based on Seller's capacity and backlog at time of offer. Delivery and/or shipment dates will be confirmed at time of Buyer's acceptance of technical submittal with formal notice to proceed, and other conditions as specified in the Agreement.

B. If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents (including but not limited to failure to provide specifications and/or fully dimensioned working drawings and/or such other information as Seller reasonably requires to proceed expeditiously with its obligations under the Contract), the delivery/completion period and the Contract Price shall both be adjusted accordingly. 5.3 If delivery is delayed due to any act or omission of Buyer, or if having been notified that the Goods are ready for dispatch, Buyer fails to take delivery or provide adequate shipping instructions, Seller shall be entitled to place the Goods into a suitable store at Buyer's expense. Upon placing the Goods into the store, delivery shall be deemed to be complete, risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly.

C. Buyer is responsible for verifying that the Goods listed on the Bill of Lading are received. All shortages and/or damages must be noted, in writing, on the Bill of Lading prior to Buyer signing the Bill of Lading. Failure by the Buyer to document shortages of the number of packages or damages on the signed Bill of Lading at the time of delivery or pickup shall waive any claim of such shortage and/or damage. It is Buyer's responsibility to retain a copy of the Bill of Lading documenting any shortages and/or damages. Loss of the Bill of Lading shall also waive any right to claim any shortage and/or damage. 13.2 Seller is not obligated to send Goods by overnight air freight, direct truck line, or other expedited method unless Buyer prepaids for such services. Seller shall not be responsible for loss or damage to Goods that occur after tender for pickup or delivery. Seller shall have no obligation to remove or dismantle defective parts or to erect or install replacement parts. Back charges that are not accepted by Seller in writing shall have no effect and Buyer's account may be placed on immediate Credit Hold until resolution. Seller shall not be responsible or financially liable for delivery delays or any of Buyer's costs expended on remedies unauthorized by Seller, including, but not limited to, Buyer's erection crew expense or rental equipment costs or liquidated or consequential damages of any kind.

D. If shipment to Buyer is not required or specified, Seller's quotation(s) are for Goods delivered EXW (Ex works) Seller's shipping point, exclusive of freight, insurance and handling unless otherwise stated in the Seller's order confirmation.

E. If shipment to Buyer is required, Seller's quotation will be presented CIF major port nearest to Buyer, unless otherwise specified and mutually defined within contract Agreement.

F. Whether or not Seller prepaids shipping charges, risk of loss passes to Buyer upon tender of the Goods to a carrier. Seller's breach of the Agreement shall not affect the passing of the risk of loss to Buyer notwithstanding any provision of law to the contrary.

G. Where the goods are to be delivered in installments, each delivery shall constitute a separate contract and the Seller may invoice separately for each installment. Failure by Seller to deliver any one or more of the installments in accordance with these Conditions or any claim by Buyer in respect of any one or more installments shall not entitle Buyer to treat the Contract as a whole as repudiated.

H. Buyer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties thereon. Any sale, or resale, of Seller's goods by Buyer shall at all times be subject to all applicable export control laws and regulations of the United States, including, but not limited to, U.S. Export Administration Regulations. Buyer agrees and assures Seller that no items, equipment, materials, services, technical data, technology, software or other technical information or assistance furnished by Seller, or any good or product resulting from these, shall be exported or re-exported by Buyer or its authorized transferees, if any, directly or indirectly, unless in accordance with applicable U.S. export laws and regulations. This obligation shall survive any expiration, termination or discharge of any other contractual obligations of Buyer.

5. Cancellation

Cancellation charges will be applicable from the time the cancellation advice is received in writing. Assumes Seller will retain title / possession of all project related materials / goods which are unfinished (work in progress) at the time cancellation advice is received in writing. Unless otherwise formally specified and mutually agreed within the Agreement, the following fixed cancellation charge schedule is applicable after contract formation:

After Receipt of Purchase Order
After Approval of Supplier Submittal Package
After Seller Purchase of Materials
After Seller Receipt, and/or Modification, of Major Materials

– up to 15% of PO value (including Additional/Optional Items)
– up to 25% of PO Value (including Additional/Optional Items)
– up to 75% of PO value (including Additional/Optional Items)
– up to 100% of PO Value (including Additional/Optional Items)





6. Delay of Shipment or Performance Excused for Various Reasons

- A. Buyer shall be responsible to Seller for ensuring the accuracy of the terms of any order, including any applicable submitted specification(s), and for giving Seller any necessary information relating to the goods and/or services within enough time to enable Seller to perform this Contract in accordance with its terms.
- B. If shipment of any item or other performance by Seller is delayed at the request of or due to the fault of Buyer, Seller may at its option hold the item at the place of manufacture at the risk and expense of Buyer from the time it is ready for shipment. In the event of any such delay in shipment, full and final payment for an item shall be due and payable 30 days after Buyer is notified that the item is ready for shipment. If Seller is unwilling or unable to accommodate Buyer by holding such item, Buyer shall accept shipment immediately, or be liable and responsible for all costs and risks required to appropriately store the shipment on or off Seller's premises.
- C. Force Majeure - Seller shall not be in default because of its delay or failure to deliver or perform resulting, in whole or in part, from: (i) any embargoes, seizures, acts of God, insurrections, war, or the adoption or enactment of any law, ordinance, regulation, ruling or order, or (ii) the lack of usual means or transportation, fires, floods, explosions, strikes or any other accidents, contingencies, or events, at Seller's or its supplier's plant or elsewhere (whether or not beyond Seller's control) which interfere with, or render substantially more burdensome, Seller's production, delivery, or performance.

7. Inspection, Testing and Rejection

- A. If the Agreement expressly provides for Buyer's inspection and/or acceptance of the Goods, Seller's standard test procedures conducted by Seller's representative shall be the criteria for inspection and/or acceptance, unless other procedures have been formally presented for mutual acceptance and specification in the Agreement.
- B. All drawings, specifications, technical documentation, samples, prototypes and Goods shall be deemed approved and/or accepted by Buyer if Buyer does not provide a written objection and/or rejection within seven days of receipt or other reasonable time established by Seller. Any objection and/or rejection by Buyer must be in writing and state with specificity all defects and non-conformities upon which Buyer will rely to support its rejection. ALL DEFECTS AND NON-CONFORMITIES WHICH ARE NOT SO SPECIFIED ARE WAIVED.

8. General Express Warranties

- A. Seller Warranties are outlined on Schedule 1 to this Agreement which is entitled "STANDARD WARRANTY POLICY".
- B. Seller retains the right to change the dimensions, composition, design, performance, color and appearance of the Goods without liability if, in its judgment, the change is non-material.
- C. Seller's warranties shall apply only if the Goods: (i) have been installed, maintained, and used in conformity with instructions and recommendations furnished by Seller from time to time, if any; (ii) have not been subjected to misuse, movement of the structure, physical abuse, installation error, negligence or accident; and, (iii) have not been altered or repaired by persons other than Seller in a manner, which, in the judgment of Seller, adversely affects the condition of the Goods. It is Buyer's responsibility to determine suitability of the Goods for Buyer's use and Buyer assumes all risk and liability associated therewith.
- D. If any of the provision of the STANDARD WARRANTY POLICY conflict with the provisions of this Agreement, the terms and conditions of STANDARD WARRANTY POLICY shall prevail.

9. Disclaimer and Limitation of Express Warranties

There are no express warranties other than those contained in the Agreement. Seller does not warrant that it or the Goods are in compliance with any entity, organization or industry standards, guidelines, or procedures unless specifically contained in the Agreement.

10. Remedy and Limitation of Seller's Liability

- A. Defective or non-conforming Goods or parts thereof discovered during the one-year warranty period shall be repaired or replaced by Seller without any additional charge and shipped to Buyer, EXW (Ex Works) Seller's plant, for reinstallation by Buyer at its cost, subject to the terms hereof. The warranty obligation of Seller is limited to the repair or replacement at Seller's plant of any part of the Goods which Buyer shall, within the warranty period, return to Seller, with transportation charges prepaid by Buyer, and which Seller determines to be not in conformity with the express warranties contained herein. If Seller elects, Seller may, upon return of such Goods and making a determination of non-conformity or defect, keep the Goods and refund the purchase price. Buyer's remedies shall be limited exclusively to those provided in this section. Buyer waives any causes of action or theories of liability including, but not limited to, those arising under contract, tort, strict liability, product liability, statutes, or otherwise, except as specifically provided by the UCC as modified and limited herein. The replacement or repair of Goods by Seller does not give rise to any new warranty except the warranty period provided for herein shall be extended by the length of any period from the date the defective or non-conforming Goods are received by Seller until the date repaired or replacement Goods are delivered to Buyer.
- B. Buyer must contact Seller requesting warranty coverage plus a return authorization number and other instructions for the return of Goods to Seller or other instructions. If requested by Seller, Buyer shall issue a new purchase order or amendment to Seller for replacement Goods, subject to Seller issuing a credit memo if Buyer's claim for warranty coverage is approved. Buyer must comply with Seller's return instructions (including return of the Goods) within 30 days or the claim shall be deemed conclusively to have been abandoned. Buyer is responsible for properly tagging, identifying, and packing returned Goods. Goods returned without compliance with the above procedures shall be returned to the Buyer at Buyer's cost.
- C. The total liability of Seller on any claim, whether in contract, tort (including negligence) or otherwise, arising out of, connected with or resulting from the fabrication, transportation, delivery, installation, use, occupancy, repair, maintenance, or replacement of any Goods sold hereunder will not exceed the price allocable to the Goods or any part thereof which give rise to the claim.
- 11. Disclaimer of Implied Warranties**
- SELLER DISCLAIMS ALL IMPLIED WARRANTIES (OTHER THAN GOOD TITLE) INCLUDING BUT NOT LIMITED TO THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT. Seller does not warrant the Goods will comply with the requirements of any safety or environmental code or regulation of any federal, state, municipality or other jurisdiction beyond the specific express warranties in this Agreement.

12. Indemnification

- A. Buyer shall indemnify Seller from all third party claims, damages, and expenses (including reasonable attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute, or otherwise arising out of the use, storage, sale or regulations or other disposition of the Goods and supplies or materials used in connection with the Goods if the action or inaction of Buyer or its employees, customers or agents, or Buyer's design specifications, were a material or proximate cause of injuries or damages giving rise to claims against Seller.
- B. If the goods are to be manufactured or any process is to be applied to the goods by Seller in accordance with a specification submitted by Buyer, Buyer shall indemnify Seller against all loss, damages, costs, and expenses awarded against or incurred by Seller in connection with or paid or agreed to be paid by Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from Seller's use of such specification.

13. Consequential, Incidental, and Other Damages

BUYER AND THIRD PARTIES SHALL NOT BE ENTITLED TO ANY CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES, AS DEFINED IN THE UCC OR OTHERWISE. This limitation shall be enforced regardless of whether Seller has defaulted in its warranty or other obligations. Any legal inability to limit or restrict the right of Buyer or a third party to such damages shall not affect the right of Seller to indemnification hereunder, and under no circumstance shall Buyer recover more than the purchase price.

14. Proprietary Information

- A. Buyer acknowledges that any information disclosed to Seller has not and will not be confidential or a trade secret unless clearly and conspicuously noted on the disclosure, or in some other writing delivered to Seller at or prior to the time of the disclosure. Otherwise, Seller shall be under no obligation to refrain from using in its business any information, manufacturing processes or unpatented disclosures which may pass to it from Buyer in the performance of the Agreement.
- B. All proposals, plans and other information furnished by Seller in bidding, negotiating and performing the Agreement, are confidential and the property of Seller and shall not be shown or disclosed to any other bidder, and shall not be shown or disclosed to any third party or used by Buyer except as may be necessary for the selection or use of the Goods.
- C. Any invention or other information developed by Seller in the performance of the Agreement shall remain the property of Seller.

15. United States Government Regulations

- A. Buyer shall not engage in any transaction with respect to the Goods which violates any statute or regulation of the United States of America.
- B. If Buyer is purchasing the Products or Services for a government contract or sub-contract, Buyer shall promptly notify Seller of that fact and of any contractual terms from the government procurement laws and regulations that Buyer is obligated to include in its contracts for such Products or Services. No government procurement provisions will be included in this Agreement unless agreed to in a writing signed by an authorized representative of Seller.



Towable Air Compressor, 185 CFM, Tier 4, Diesel Powered

Cat Class: 100-3186



Lower Diesel Emissions

Rates for FL

\$290/day
Exclusive rates, only online.

Estimated Cost	\$295.80
Item cost	\$290.00
No delivery	--
Environmental fee	\$5.80

Estimated cost is based on variables such as location, dates/duration of rental and transportation selections. Modifying those variables could change your estimated cost. Rates shown are only available online. To get these exclusive rates, rent from our website or app.

Hide cost details

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Product description

Power up your air equipment and keep it running with this portable air compressor. This compressor runs on diesel power and it is easily towed by vehicle. Its airflow is up to 185 cubic feet per minute (CFM), good for airing up tires on ride-on equipment and other industrial applications. This compressor is designed to be compliant with EPA regulations on diesel engines.

- Unit dimensions up to 63" x 131" x 61"
- Efficient diesel engine
- Airflow is up to 185 cubic feet per minute
- Tier 4 Final diesel engine to comply with EPA regulations
- Add this air compressor to your cart now



Product specifications

Model Number	XAS 185 KD FT4
Manufacturer	Atlas Copco
Output	185 CFM
Rated Pressure	100 psi
Pressure Range	58/125 psi
W x L x H	63" x 131" x 61"
Weight	2,330 lbs.
Fuel	Diesel

Sustainability at UR

Our pursuit of environmental stewardship extends beyond our commitment to our own sustainability efforts. We have the expertise and the tools to help drive positive change from the inside out - bringing experience, technology and a robust fleet of low- and zero-emission options to support ongoing and ever-changing environmental stewardship decisions.

This item produces zero emissions.

The zero-emissions segment comprises of equipment powered by battery, electric, or solar power. This equipment creates no emissions when being used.

[Learn More](#)

PRODUCTS

Recommended accessories

Here are some accessories commonly used along with this air compressor.



Air Hose, 50 ft. by 3/4 in.



Air Pavement Breaker, 90 lb. class



Air Pavement Breaker, 60 lb. class

Moil Point Pav
in.

Similar Equipment

Lower Diesel Emissions

Lower



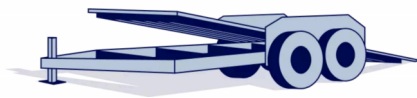
Transportation considerations

You can get your rental in a few different ways. When making your choice, please take into account the below considerations. Transportation not provided by United Rentals is at your own risk. For any questions, call us at 321-631-3434.



Grab and go

- Customer must be able to properly secure equipment
- Vehicle should be large enough to accommodate the equipment dimensions/weight



Get a trailer

- Rent one from United Rentals or use your own
- Customer must be able to properly secure equipment and/or trailer
- Vehicle towing capacity should accommodate for selected equipment & trailer weight/dimensions
- Vehicle should have a compatible style ball/hitch for selected trailer
- Compatibility of wiring requirements for hitch and trailer



Request UR delivery/pickup

- Hours of access
- Gate/entry codes
- Special instructions (drop location, etc)
- Safety requirements for access to site

Still unsure if this equipment is right for you?

No problem. We're here to help. Reach out to our equipment experts to find a solution.

 [Contact us](#)

10,000 lb. Telehandler, 50 ft. and Up, Variable

Cat Class: 233-1650



Rates for FL

\$817/day

Exclusive rates, only online.

Estimated Cost		\$833.34
Item cost		\$817.00
No delivery		--
Environmental fee		\$16.34

Estimated cost is based on variables such as location, dates/duration of rental and transportation selections. Modifying those variables could change your estimated cost. Rates shown are only available online. To get these exclusive rates, rent from our website or app.

Hide cost details

	1	
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Product description

This variable reach forklift rental from United Rentals can carry up to 10,000 lbs. of materials and has a maximum reach of 55' or higher depending on the model. These forklifts are ideal for lifting and moving



heavy loads around construction sites and other industrial sites. United Rentals carries brands such as JCB, JLG, SkyTrak and more to provide the best quality rental available.

- Maximum lift capacity up to 10,000 lbs. depending on model
- Maximum lift height 50 ft. or higher depending on model
- Telescopic variable reach lift
- Multiple steering modes available
- Uses: Ideal for lifting and moving heavy loads around a jobsite

Product information

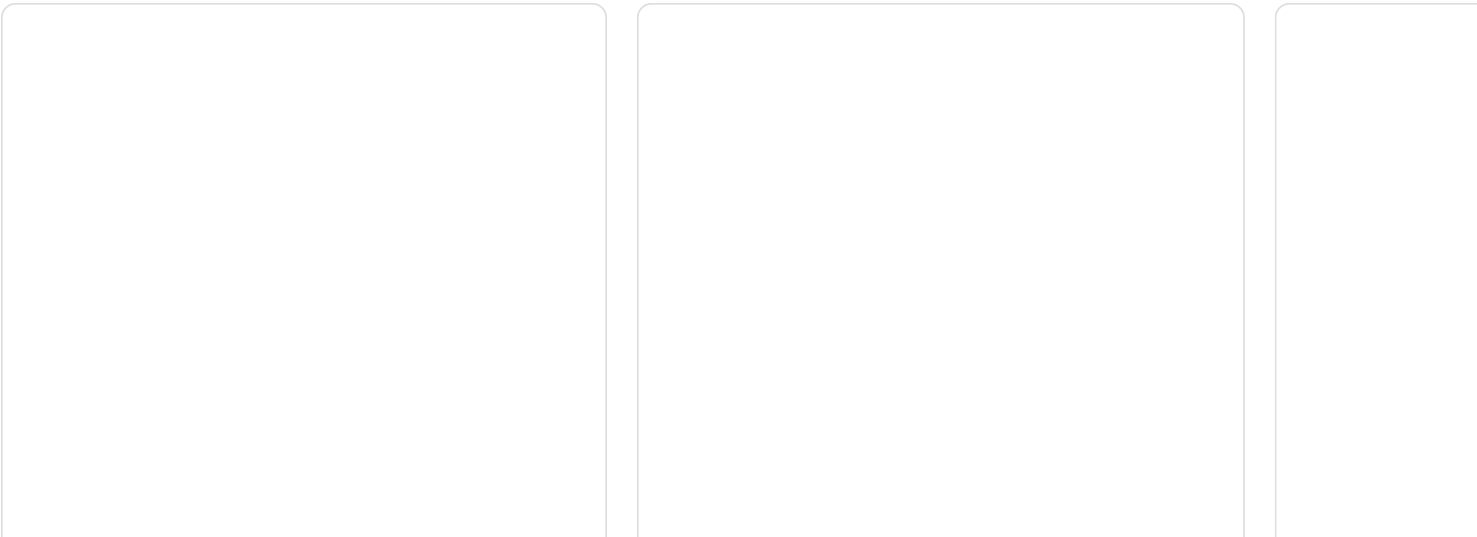
Specifications Choose the Right Reach Forklift Safety & Training

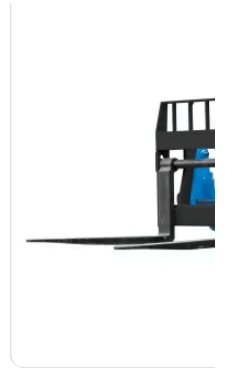
Model Number	1055
Manufacturer	JLG
Max Capacity	10,000 lbs.
Max Lift Height	55'
Lift Cap Full Height	5,000 lbs.
Max Forward Reach	42'
Max Forward Lift	3,000 lbs.
Frame Leveling	10 deg. L/R
Engine (Diesel)	130 hp
Outside Turn Radius	14'
Operating Weight	31,559 lbs.

Recommended products

Not what you need or not available? View similar items below, along with items we recommend.

Similar Lift Capacity Similar Lift Height Forklift Attachments





UNITED RENTALS

Proud to be your partner

We combine industry expertise, reliable service and an unmatched fleet to Work United with you.

Rental Protection Plan (RPP)

We take the pressure off by accounting for the unexpected.

You work in tough conditions, where accidental damage to equipment can happen at anytime. United Rentals Rental Protection Plan (RPP) provides you with added coverage if something goes wrong.

[Learn More About the RPP](#) 



Rent the right equipment at the right time.

As the largest equipment rental company in the world, United Rentals is ready to to be your partner.

There's no such thing as downtime with United Rentals. Easily rent online from the largest inventory of equipment, or call and visit any of our over 1,100 branches throughout North America. From rentals to turnkey solutions, United Rentals is ready with quality equipment and decades of expertise.

[Find a location](#) 

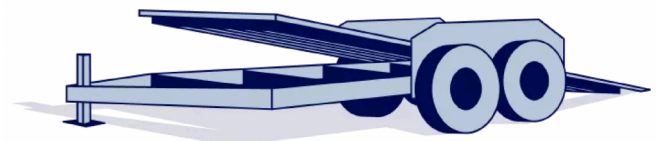
Transportation considerations

You can get your rental in a few different ways. When making your choice, please take into account the below considerations. Transportation not provided by United Rentals is at your own risk. For any questions, call us at 321-631-3434.



Grab and go

- Customer must be able to properly secure equipment



Get a trailer

- Rent one from United Rentals or use your own

- Vehicle should be large enough to accommodate the equipment dimensions/weight
- Customer must be able to properly secure equipment and/or trailer
- Vehicle towing capacity should accommodate for selected equipment & trailer weight/dimensions
- Vehicle should have a compatible style ball/hitch for selected trailer
- Compatibility of wiring requirements for hitch and trailer



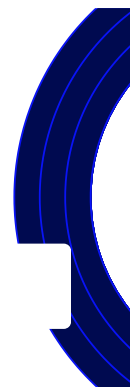
Request UR delivery/pickup

- Hours of access
- Gate/entry codes
- Special instructions (drop location, etc)
- Safety requirements for access to site

Still unsure if this equipment is right for you?

No problem. We're here to help. Reach out to our equipment experts to find a solution.

 [Contact us](#)



Arc Welder, Gas Powered, 250 amp

Cat Class: 975-1250



Rates for FL

\$166/day
Exclusive rates, only online.

Estimated Cost		\$169.32
Item cost		\$166.00
No delivery		--
Environmental fee		\$3.32

Estimated cost is based on variables such as location, dates/duration of rental and transportation selections. Modifying those variables could change your estimated cost. Rates shown are only available online. To get these exclusive rates, rent from our website or app.

Hide cost details

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Product description

Use this arc welder to generate power to run tools, lights, appliances and motors. It also produces stick, TIG, MIG and flux-cored outputs so you can tackle every jobsite welding challenge.

- 250 amp operation
- Smooth, more consistent arc that can be tailored to match application, material, fit-up and welder technique
- Produces stick, TIG, MIG and flux-cored outputs
- Trailer-mounted for portability
- Uses: Ideal for construction jobsites, or maintenance/repair applications that demand power where electrical outlets aren't available
- Leads are not included with welder rentals



Similar Equipment



Cat Class: 975-1255

Arc Welder, LP/Gas Powered, 250 amp

\$167 /day \$400 /week \$783 /month



Cat Class: 975-1399

Dual Operator Arc Welder, 400 Amp, Diesel Powered

\$211 /day \$422 /week \$917 /month

Zero Emissions



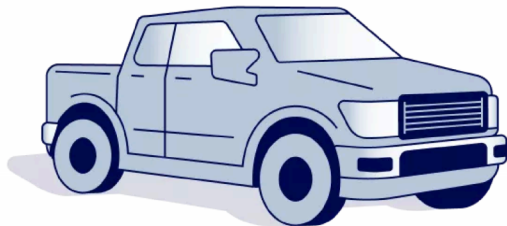
Cat Class: 975-1356

Arc Welder, 350 Amps, WCC, Inverter, Electric Powered

\$124 /day \$286 /week \$784 /month

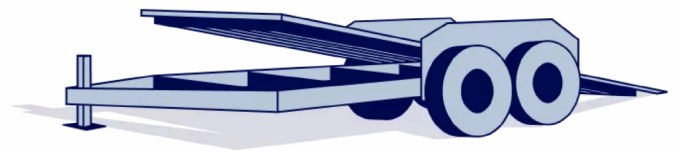
Transportation considerations

You can get your rental in a few different ways. When making your choice, please take into account the below considerations. Transportation not provided by United Rentals is at your own risk. For any questions, call us at 321-631-3434.



Grab and go

- Customer must be able to properly secure equipment
- Vehicle should be large enough to accommodate the equipment dimensions/weight



Get a trailer

- Rent one from United Rentals or use your own
- Customer must be able to properly secure equipment and/or trailer
- Vehicle towing capacity should accommodate for selected equipment & trailer weight/dimensions
- Vehicle should have a compatible style ball/hitch for selected trailer
- Compatibility of wiring requirements for hitch and trailer



Request UR delivery/pickup

- Hours of access
- Gate/entry codes
- Special instructions (drop location, etc)
- Safety requirements for access to site

Still unsure if this equipment is right for you?

No problem. We're here to help. Reach out to our equipment experts to find a solution.

 [Contact us](#)

14-16 ft. Tilt Deck Flatbed Trailer, Tandem Axle

Cat Class: 920-5710



Rates for Jacksonville, FL

\$87/day **\$252/week** **\$553/month**

Exclusive rates, only online.

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Product description

A payload capacity ranging from 5,500-7,000 lbs. makes this 16' flatbed tilt-deck trailer ideal for transporting all of your equipment and vehicles. The tandem axle makes for added stability, and the hydraulic-power features allow our tilt trailer rental to raise and lower the deck for efficient loading and unloading.

Manufacturers include Bri-Mar, Anderson, Marksman, Felling and other trusted brands.

- 14-16 ft. deck length depending on model
- 5,500-7,000 lb. payload capacity depending on model
- 2,500-3,000 lb. empty weight depending on model
- 8,800-10,000 lb. GVWR depending on model; contact your local United Rentals representative to confirm CDL requirements

- Uses: Ideal for transporting ride-on equipment or vehicles

Meeting Date

October 28, 2026

**AGENDA ITEM REQUEST**

Section:	Engineering, Construction, and Facilities
Item Number:	1.C
Department:	Engineering
Requested Action:	Consideration of approving a piggyback agreement with Procon Consulting LLC based on Orange County Contract Y25-148C-KC and authorizing staff to issue a Purchase Order to Procon Consulting LLC for an amount NTE \$109,200 for Engineering and Technical Support Services (Mark Titler/Bill Crowe)
Summary Explanation & Background: The proposed services will supplement existing CPA engineering staff by providing additional technical capacity to support ongoing and new capital projects. Procon Consulting LLC will provide a Senior Project Manager to assist with technical reviews of RFIs, submittals, design documents, construction documentation, and project requirements; perform constructability and coordination reviews; identify technical issues and project risks; and support project coordination, site inspections, documentation and resolution of project-related issues.	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	Approval recommended. Funding is available within the approved FY27 Capital Budget and will be provided through reallocations from other approved FY27 capital projects.

Attachments:[Procon_Agreement to Piggyback Contract.docx](#)[Exhibit A - Y25-148C_Contract - Procon - Fully Executed.pdf](#)[Exhibit B - Quote for Services.pdf](#)

AGREEMENT TO PIGGYBACK CONTRACT FOR PROJECT MANAGEMENT SERVICES

THIS AGREEMENT TO PIGGYBACK CONTRACT FOR PROJECT MANAGEMENT SERVICES (the “Agreement”) is made and entered into as of the date of the last required signature below (the “Effective Date”), by and between the **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida, whose address is 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920 (“CPA”), and **PROCON CONSULTING LLC**, a Virginia Limited Liability Company authorized to conduct business in the State of Florida, whose address is 1800 Tysons Boulevard, Suite 620, McLean, Virginia 22102 (“CONTRACTOR”). CPA and CONTRACTOR are at times hereinafter referred to respectively as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, CPA has the legal authority to “piggyback” onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public;

WHEREAS, the CONTRACTOR has previously entered into a contract with Orange County, a Political Subdivision of the State of Florida (the “County”), dated October 17, 2025 (Contract #Y25-148C-KC) (the “Contract”), a copy of which is attached as **Exhibit A**, following the award by the County to CONTRACTOR for “Cost Estimating, Scheduling, and Project Management” services (RFP #Y25-148-KC);

WHEREAS, CPA desires to “piggyback” onto the above referenced Contract for utilization of the same or similar services, and the CONTRACTOR consents to the aforesaid “piggybacking.”

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above stated recitals are true and correct.
2. CONTRACTOR affirms and ratifies the terms and conditions of the above referenced Contract and agrees to perform the services set forth herein for CPA in accordance with the terms of the Contract.
3. CPA agrees to utilize the services of the CONTRACTOR in the manner and upon the terms and conditions as set forth in the Contract.
4. Except as otherwise stated herein, the terms and conditions of the Contract shall form the basis of this Agreement with CPA having the rights, duties, and obligations of the County thereunder. The Contract is hereby incorporated into this Agreement, and if any provision of this Agreement conflicts with any provision of the Contract, then the terms, conditions and provisions of this Agreement shall control.

5. The terms and conditions of the Contract are modified, amended, or supplemented as follows:

5.1 **TERM.** The term of this Agreement shall commence on the Effective Date and expire one (1) year thereafter, unless earlier terminated or properly renewed pursuant to the terms of the Contract.

5.2 **SERVICES/FEES.** The services to be performed by CONTRACTOR to CPA are more particularly described in Exhibit B attached hereto and incorporated herein (the “Services”). The total associated fees for Services, outlined in Exhibit B, **shall not exceed \$109,200.00** unless agreed in writing by the CPA.

5.3 **PURCHASE ORDERS.** Written Purchase Order(s) shall be issued by CPA to CONTRACTOR to authorize the commencement of any portion of the Services desired by CPA and such authorized Services shall be provided in accordance with this Agreement and CPA’s Purchase Order Terms and Conditions.

5.4 **ADDITIONAL INSURANCE REQUIREMENTS.** Article 5 of the Contract shall remain applicable, except that:

- CONTRACTOR shall maintain Professional Liability coverage with a limit of not less than \$2,000,000 per occurrence/claim.
- CONTRACTOR shall maintain Workers’ Compensation coverage in accordance with applicable state and federal law.
- CONTRACTOR shall provide to CPA a Certificate of Insurance naming CPA as an “additional insured” for those policies enumerated in the Contract.

5.5 **GOVERNING LAWS, REMEDIES AND VENUE.** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of Florida, and venue shall be in the Eighteenth Judicial Circuit of Brevard County, Florida and in the Middle District of Florida with Parties bearing the costs of their own legal fees with respect to any dispute resolution including litigation at the trial and appellate levels.

5.6 **PUBLIC RECORDS LAW.** CPA is a public entity subject to Chapter 119, Florida Statutes (“Florida Public Records Law”). In the performance of the services set forth herein, both parties shall comply with Florida’s Public Records Law. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS PERTAINING TO THIS CONTRACT, CONTACT THE CPA’S CUSTODIAN OF PUBLIC RECORDS AT (321) 783-7831, publicrecords@portcanaveral.com, or Canaveral Port Authority, 445 Challenger Road, Suite 301, Cape Canaveral, FL 32920, Attn.: Records and Information Manager.**

5.7 **NOTICES.** All notices, demands, or requests from CONTRACTOR to CPA shall be sent to CPA as follows:

Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, Florida 32920
Attn.: VP, Engineering, Construction and Facilities

With copy to (at same address):
Attn.: VP & General Counsel

If to CONTRACTOR:

Kyu Jung, President
Procon Consulting LLC
1800 Tysons Blvd., Suite 620
McLean, VA 22102

5.8 **ARBITRATION.** Notwithstanding any other provision in **Exhibit A** to the contrary, there shall be no arbitration with respect to any dispute between the Parties arising out of this Agreement. Dispute resolution shall be through voluntary and non-binding mediation, negotiation, litigation in the Court of appropriate jurisdiction in Brevard County, Florida with Parties bearing the costs of their own legal fees with respect to any dispute resolution including litigation and appeals.

6. **COUNTERPARTS; ELECTRONIC SIGNATURES.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. Execution and delivery of this Agreement by electronic exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Agreement by such party.

7. All other provisions in the original Contract are fully binding on the Parties and will represent the Agreement between CPA and the CONTRACTOR.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date written below.

“CPA”:

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

By: _____
Capt. John W. Murray
Port Director & CEO

Date: _____

[SIGNATURES CONTINUED NEXT PAGE]

“CONTRACTOR”:

PROCON CONSULTING LLC, a
Virginia Limited Liability Company,

By: _____
Ed Pogreba
Senior Vice President, Operations

Date: _____

Exhibit A

The Contract

(30 pages to follow)

Exhibit B

Quote dated September 30, 2026 for Services

Note: The hourly rates set forth in this Exhibit are inclusive of all costs associated with CONTRACTOR's performance of the Services including, but not limited to, profit, overhead, insurance, travel and out-of-pocket expenses.

(4 pages to follow)

CONTRACT # Y25-148C-KC

This Contract is made as of the 17th day of October, 2025 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Procon Consulting LLC, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 54-1981434.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 **SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of Cost Estimating, Scheduling, and Project Management for the Orange County Convention Center, as more specifically set forth in the Scope of Services detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Crystal Mudd, email Crystal.Mudd@occc.net.

ARTICLE 2 **SCHEDULE**

The CONTRACTOR shall commence services on **November 17, 2025** and complete all services by **November 16, 2030**.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

ARTICLE 3 **PAYMENTS TO CONTRACTOR**

- A. The total amount to be paid by the COUNTY under this Contract for the base period, shall not exceed **Seven Million, Nine Hundred Twenty-Five Thousand Dollars** (\$7,925,000). The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Services. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.
- B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

A valid invoice shall include the following:

1. Reference to the Delivery Order/ Purchase Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Exhibit "B"
5. Itemization of Reimbursable / Out of Pocket expenses

C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

ARTICLE 4 INDEFINITE QUANTITY CONTRACT

This is an indefinite quantity contract for the goods or services specified. The quantities of goods and services specified are estimates only and are not purchased by this contract.

Delivery or performance shall be only as authorized by orders in accordance with the terms of this contract. The Contractor shall furnish to the County, when and if ordered, the goods and services up to and including the quantity designated in the schedule as the "Total Estimated Quantity." The County shall order at least ten thousand dollars (\$10,000) designated in the schedule as the "Minimum Quantity" during the initial contract performance period. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.

ARTICLE 5 INSURANCE REQUIREMENTS

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.florir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- ☒ Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 (one million dollars)

per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- ☒ Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- ☒ Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- ☒ Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- ☒ Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- ☒ Waiver of Subrogation- WC 00 03 13 or its equivalent
- ☒ Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When

required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

ARTICLE 6 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

ARTICLE 7 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

ARTICLE 8 AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

ARTICLE 9 CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 10 TERMINATION

A. Termination for Default:

The COUNTY may, by written notice to the CONTRACTOR, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Procurement, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY

resulting from the CONTRACTOR's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

B. Termination for Convenience

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the CONTRACTOR thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

ARTICLE 11 FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within seven (7) calendar days after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County

in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.

2. If the Contractor's performance is delayed pursuant to this section for a period exceeding two (2) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

ARTICLE 12 PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

ARTICLE 13 TRUTH IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Contractors. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

ARTICLE 14 ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 16 INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Agreement.

ARTICLE 17 CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract 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 the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 18 ACCESS AND AUDITS

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its sub-Contractors as required to comply with this section for the purpose of inspection or audit anytime

during normal business hours at the CONTRACTOR'S place of business. This right to audit shall include the CONTRACTOR'S sub-Contractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-Contractor(s) and suppliers.

ARTICLE 19 EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONTRACTOR shall abide by the following provisions:

- A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

ARTICLE 20 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

By executing this contract the firm affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ARTICLE 21 FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS.

By executing this contract the firm affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

ARTICLE 22 SCRUTINIZED COMPANIES

- A. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor certifies that it is **not**:

1. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; and/or
 2. Engaged in business operations in Cuba or Syria.
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County’s termination.
- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

ARTICLE 23 MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY’S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR’S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY’S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 24 CONTRACT CLAIMS

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County relating to a particular contract shall be submitted to the Procurement Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Procurement Manager shall be issued in writing and shall be furnished to the Contractor. The decision shall state the reasons for the decision reached. The Procurement Manager shall render the final decision within sixty (60) days after receipt of Contractor's/Contractor's written request for a final decision. The Procurement Manager's decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Procurement.

ARTICLE 25 TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

ARTICLE 26 VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a bid or proposal in response to this solicitation, the contractor confirms that all employees in the above categories will undergo e-verification before placement on this contract. The contractor further confirms his commitment to comply with this requirement by completing the E- Verification certification.

ARTICLE 27 LAWS AND REGULATIONS

All applicable Federal and State laws, municipal and county ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written.

ARTICLE 28 PRICE ESCALATION/DE-ESCALATION (CPI)

The County may allow a price escalation provision within this award. The original contract prices shall be firm for a 1-year period. A price escalation/de-escalation will be considered at annual intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the effective date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

Current Index – Base Index / Base Index = % of Change

% of Change x 100 = **Percentage Change**

CPI-U Calculation Example:

CPI for current period	232.945
Less CPI for base period	229.815
Equals index point change	3.130
Divided by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If the Contractor fails to pass the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the

County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

ARTICLE 29 ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

ARTICLE 30 JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

ARTICLE 31 GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

ARTICLE 32 NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

ARTICLE 33 AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to, conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

ARTICLE 34 SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 35 SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 36 REMEDIES

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 37 ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 38 ANTI-HUMAN TRAFFICKING

As a condition of this contract, Contractor shall attest under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a [Human Trafficking Affidavit](#) as provided by the County. The latest form is accessible on the County's Forms and Resources website (<https://www.ocfl.net/vfr>) or by emailing procurement@ocfl.net.

Contractor understands and affirms that Section 787.06(2), Florida Statutes, defines “coercion”, “labor”, and “services” as follows:

- **“Coercion”** means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section [893.03](#), Florida Statutes, to any person for the purpose of exploitation of that person.
- **“Labor”** means work of economic or financial value.
- **“Services”** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits Orange County from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

ARTICLE 39 NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Carrie Mathes
Manager, Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

and if sent to the CONTRACTOR shall be mailed to:

Kyu Jung

President

1800 Tysons Boulevard, Suite 620

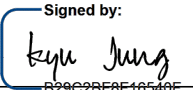
McLean, VA 22102

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

Procon Consulting LLC

Company Name

Signed by:

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Signature

Kyu Jung

Typed Name

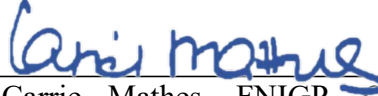
President

Title

10/16/2025

Date

ORANGE COUNTY, FLORIDA:


Carrie Mathes, FNIGP, CFCM, NIGP-CPP,
CPPO, C.P.M., CPPB, APP, FCCM
Procurement Division Manager

10.17.2025

Date

SPECIFICATIONS / SCOPE OF SERVICES

The Estimating/Scheduling/Project Management Consultant shall assist the Orange County Convention Center (hereafter called the County) staff on the basis of specific task authorizations to facilitate & implement County's current and future Capital Improvement Program (CIP).

These services shall consist of Capital Improvement Project (CIP) management services on an as-needed basis to upgrade, renovate, enhance, expand or otherwise evaluate the requirements of the County as it relates to its Capital Improvement Program. The Consultant shall assist County staff in managing projects to assure efficient and effective project delivery. The Consultant shall be required to hold one (1) license to utilize the County's adopted e-Builder™ program for all communications with the members of the Project Team and other members of the Owner Project Team. This shall be the primary protocol for project documents and communication. The cost of a single license is approximately \$2,050 per year.

The Consultant may bill for certain reimbursables or out of pocket expenses as a cost to the contract. These expenses include the initial cost and annual renewal of one e-Builder license, projected printing expenses towards requested deliverables, mobile phones for on-site staff resources, and mobility equipment such as pre-approved utility carts or scooters. The Consultant is responsible for the costs of additional e-Builder licenses for the duration of the contract.

A. Specific services may include but are not limited to the following:

1. Cost Estimating:

- a) Budgetary/conceptual cost estimates for proposed Capital Improvement Projects (CIP).
- b) Budgetary/conceptual cost estimates for planned projects based on generally established project design concepts.
- c) Cost estimates based on preliminary project drawings.
- d) Cost estimates based on project design development plans and specifications.
- e) Cost estimates based on final project construction plans, specifications, preliminary or conceptual design report or field survey of existing facilities.
- f) Cost estimates based on proposed changes to the final project construction plans and specifications including additions, deletions or alternative revisions thereto.
- g) Evaluation and recommendations pertaining to proposals submitted or cost proposals made by contractors, sub-contractors, equipment and material suppliers, and others pertaining to County construction projects.

- h) Evaluation and recommendations pertaining to contractors' proposed Schedule of Values for use in establishing contract partial/progress payment and final payment applications amounts.
- i) Evaluation and recommendations pertaining to the dollar amounts contained in Contractor's applications for partial/progress payment and final contract payments including the value of stored materials where applicable.
- j) Cost estimates based on an evaluation of alternative or substitute equipment, materials or systems proposed by contractors on awarded County construction contracts.
- k) Value Engineering: Perform value engineering reviews and analysis at all stages of programming, design and construction.
- l) Comparative cost analysis of requests or claims for changes in contract compensation involving disputes, County-directed Change Orders, unforeseen conditions, changes in the work and changes in the contract time period submitted by contractors on awarded County construction contracts.
- m) In the event of proposed or actual litigation between the County and contractors on awarded County construction contracts, the Consultant shall develop and provide expert witness testimony and related support documentation pertaining to claims for changes in contract compensation involving disputes, changes in the work and/or changes in the contract time period.
- n) Constructability review of capital projects to refine costs and/or determine project viability
- o) Cost estimates pertaining to other County projects as the County may request.

2. **Scheduling/Schedule Evaluation:**

- a) Budgetary/conceptual schedule estimate for proposed CIPs.
- b) Evaluation and recommendations based on construction schedules prepared and submitted by Contractors on awarded County construction contracts.
- c) Evaluation and recommendations pertaining to potential changes in County construction contract time periods and work schedules involving proposed and/or actual changes in the contracted construction work.
- d) Evaluation and recommendations pertaining to contractor's requests or claims pertaining to County-directed changes in work schedules, manpower requirements, and contract time period and change(s) in contract compensation possibly caused thereby.

- e) Evaluation pertaining to the cause, effect, impact, and costs pertaining to unanticipated disruptions, delays or lack of progress on contracted construction work and recommendations of alternative means of resolving and/or overcoming such problems.
- f) Evaluation and otherwise monitor/critique and provide recommendations pertaining to Contractors' proposed plan of work, work schedule, procurement schedule, shop drawing submittal schedule, subcontracting schedule and the anticipated and actual progress related thereto.
- g) In the event of proposed or actual litigation between the County and Contractors working on County construction contracts, the Consultant shall develop and provide expert witness testimony and related support documentation pertaining to claims for changes in contract time and changes in contract compensation caused thereby.
- h) Other evaluations pertaining to the time periods for construction contracts, work schedules, work progress, work delays, and related issues as the County may request.

3. **Project Management/Owner's Representative Services**

The scope of services to be provided under this section shall include complete project management and construction administration services, subject to the direction of the County. The scope of services includes but is not limited to the following tasks and responsibilities, some of which may be provided at County's request:

- a) **General Project Administration**
 - i. Develop, implement and maintain state-of-the-art project management information systems.
 - ii. Develop, implement and maintain a computerized document control system.
 - iii. Develop implement and maintain an effective management reporting system.
 - iv. Attend project kickoff and progress meetings.
 - v. Financial Management. Assist the County in the development of effective financial controls, including evaluations of budget, systems for projecting cash flow, tracking actual and estimated costs, and regular financial reports and monitoring.
 - vi. Contract Management. Provide assistance in the administration of project design, construction and service contracts entered into by the County, including payment procedures.

- vii. Procurement. Provide assistance in the procurement of the Owner Purchased/Provided material & equipment as determined by the County.
 - viii. Construction Contract. Provide assistance in the development and finalization of contracts with the selected Prime Contractors or Construction Managers.
 - ix. Permitting/Coordination/Compliance. Manage and assume primary responsibility for the County project review process and other public review of approval requirements. Assist in the interface and coordination with utility providers, abutters and community groups, Orange County agencies and other third parties. Monitor compliance with environmental and other regulatory requirements and mitigation commitments. Monitor compliance with equal employment opportunity, MBE/WBE and other workforce requirements.
 - x. Construction Quality control/Quality assurance (QA/QC). Develop requirements for and evaluate Contractor's quality assurance/quality control program.
- b) Construction Management Administration
- i. Provide document control, including maintenance of project record documents and change control.
 - ii. Provide continuous monitoring of construction activities.
 - iii. Provide continuous monitoring and analysis of Contractor's schedule and independently maintain as-built schedule.
 - iv. Review and evaluate changes made to proposals and provide recommendations.
 - v. Establish a procedure for processing of General Contractor's progress payment applications; review all payment applications and make recommendations to County for payment.
 - vi. In coordination with the County's project designer, establish procedures for review of shop drawings, samples and other submittals, and assist in expediting approval process.
 - vii. Monitor Prime Contractor's trade contractors QA/QC procedures and conduct regular quality audits; coordinate services of independent testing laboratories and inspections.
 - viii. Ensure maintenance of record as-built drawings by the awarded Prime Contractor.

ix. **Oversee and monitor compliance with construction manager's safety program.**

- c) **Claims Management.** Develop systems for management and avoidance of claims and disputes, and assist the County in resolution of claims and disputes.
- d) **Reporting.** Develop and implement systems for regular reporting to the County as to construction progress, quality of the work, potential and actual claims and disputes, and County action requirements.
- e) **Operations Planning.** Assist the County in planning for the operation and maintenance of the completed facility.
- f) **Project Closeout.** In coordination with the project designer and Contractor, develop and implement procedures for orderly completion of punch-list items, checkout of utilities, operational systems and equipment and initial startup and testing, preparation and delivery to the OCCC of warranties, as-built drawings, maintenance manuals and the like, and generally administer closeout activities of the project.
- g) **Post-Closeout.** Assist the County during the shakedown of the completed facility and transition into full operation, including assisting in the training and break-in of operations and maintenance staff, assistance with warranty enforcement and claim resolution, technical advice as a problems encountered and formal review of operational issues, such as adequacy of staffing, functional adequacy and performance of building systems, and recommendations for design or construction corrections or improvements.

4. **Legal Support Services or Testimony**

Provide advice and assistance to Orange County Attorneys' Office or Utilities Department in support of resolving and/or defending claims made by construction Contractor's or others against the County, including expert witness and legal testimony on matters relating to claims for damages and/or changes in construction contract compensation and time.

5. **Authorization of Services**

As individual projects are generated by the County, the County shall engage the Consultant to participate in the development of a general Scope of Services statement.

This statement shall provide the basis for the Consultant and the County to mutually develop a more detailed and comprehensive Scope of Services. On the basis of such Scope of Services and supplemented with a Consultant's Service Performance Schedule, the Consultant shall prepare and submit for the County's consideration a detailed proposal covering the cost of the Consultant's services and any other related costs involved for each assignment. Upon (1) agreement as to the

Scope of Services, (2) the acceptance of the Consultant's Service Performance Schedule and (3) the approval by the County of the Consultant's proposal and fee, whether or not modified by negotiation, the Consultant shall be authorized to proceed to provide and/or perform the agreed to services by the County's issuance of a written Delivery Order.

B. DESCRIPTION OF SERVICES BY POSITION CATEGORY

The following are position categories as referred to on the Fee Schedule Form.

1. **Technical Advisor** – This position provides technical expertise and leadership with experience that exceeds a Senior Project Manager's experience. Responsibilities for this position may include, but are not limited to:
 - a) Development of project documents and procedures,
 - b) Coordination of contractors, consultants, and end users,
 - c) QA/QC of all assigned work packages and sub-packages,
 - d) Review the developed proposals and schedules for completion of task assignments that most effectively use available resources,
 - e) Oversee performance of all estimators and QA/QC construction documentation to ensure estimates are complete,
 - f) Provide technical expertise and leadership with cost estimating, constructability reviews, value engineering, sequencing around active facilities, and project management,
 - g) Review project documents and contracts for program compliance,
 - h) Supervise all assigned staff, in the absence of the Senior Project Manager, and review their reports; check for any discrepancies and correct any reported deficiencies,
 - i) QA/QC reports to clients on the progress and any necessary modifications necessary to complete assigned tasks.
2. **Senior Project Manager** – This position acts as a technical expert/leader and supervisor when the project manager is unavailable. Responsibilities for this position include, but are not limited to:
 - a) QA/QC of all assigned work packages and sub-packages,
 - b) Review the developed proposals and schedules for completion of task assignments that most effectively use available resources,
 - c) Oversee performance of all estimators and QA/QC construction documentation to ensure estimates are complete,

- d) Provide technical expertise and leadership with cost estimating and project management,
- e) Supervise all assigned staff, in the absence of the project manager, and review their reports; check for any discrepancies and correct any reported deficiencies,
- f) QA/QC reports to clients on the progress and any necessary modifications necessary to complete assigned tasks.

3. **Project Manager** – Responsibilities for this position include, but are not limited to:

- a) Coordination and review of all assigned work packages and sub-packages,
- b) Develop cost-effective proposals and schedules for completion of task assignments that most effectively use available resources,
- c) Oversee performance of all estimators and review construction documentation to ensure estimates are complete,
- d) Assure proper administration of work tasks and billing information,
- e) Supervise all assigned staff and review their reports, check for any discrepancies and correct any reported deficiencies,
- f) Track and control delivery schedules and associated costs to achieve completion of assigned work packages and report to clients on the progress and any necessary modifications necessary to complete assigned tasks.

4. **Assistant Project Manager** – Responsibilities for this position include, but are not limited to:

- a) Assist in coordination and review of all assigned work packages and sub-packages,
- b) Assist in developing cost-effective proposals and schedules for completion of task assignments that most effectively use available resources,
- c) Assist in overseeing performance of all estimators and review construction documentation to ensure estimates are complete,
- d) Assist to assure proper administration of work tasks and billing information,
- e) Assist in checking for any discrepancies and correct any reported deficiencies,
- f) Assist in tracking and controlling delivery schedules and associated costs to achieve completion of assigned work packages, and

- g) Assist in reporting to clients on the progress and any necessary modifications necessary to complete assigned tasks.
- h) Must be available to work all shifts, including nights, weekends, and holidays.

5. **Project Coordinator** – Responsibilities for this position include, but are not limited to:

- a) Coordinate projects with designated OCCC Project Manager throughout the day,
- b) Conduct observations for compliance with plans and specifications,
- c) Maintain accurate records of inspection activities and violations,
- d) Complete a Daily Construction Observation Report for each assigned Project including photographic summary, and submit through e-Builder,
- e) Post shift checklist review based on Project Manager collaboration,
- f) Quality control and mitigate issues related to project responsibilities,
- g) Coordinate with Building Operations (i.e. coordinate device outages for fire alarm, access control, HVAC, etc.),
- h) Coordinate and facilitate Contractor access to the project site/utilities, parking and laydown area,
- i) Coordinate and confirm that punch list items are completed in a timely manner,
- j) Must be available to work all shifts, including nights, weekends and holidays.
- k) Perform other related work as assigned.

6. **Scheduler** – Responsibilities include, but are not limited to:

- a) Development of scope, schedule, budget, and estimate to complete data for assigned tasks,
- b) Lead in the creation of Work Breakdown Structures (WBS) and development of schedules and budget data (including resource loading) for those WBS elements,
- c) Review all sub- consultant/contractor requests for cost and schedule impact,

- d) Analyze unit rates to the extent that corrective action can be taken to minimize project impact and the estimate to complete unit rates is defensible,
- e) Assemble and compile schedule and cost data and inputs into the project control database and provide output to the project team,
- f) Advise management of risks that may affect project costs, schedules and client relations,
- g) Support the team in maintaining timely and effective change management processes, procedures and systems,
- h) Advise staff of the cost and schedule impact of proposed changes and
- i) Take the lead in development and maintenance of any periodic (daily, weekly, monthly) status reports to the County's authorized representative keeping them informed on the project progress. These reports may include labor productivity, schedule status, financial analysis, Cost Performance Reports (CPR) and earned value curves reports on either direct or indirect construction activities that are a part of the work.

7. Cost Estimator – Responsibilities include, but are not limited to:

- a) Providing guidance, direction and specialized assistance in the resolution of difficult and complex estimating problems,
- b) Assist project managers in the preparation of 20 schedules for task deliverables,
- c) Prepare material and quantity takeoffs on the most complex projects, drawings and plans,
- d) Review takeoffs provided by other sources for mathematical and technical accuracy,
- e) Prepare detailed breakdown of components and elements of estimates for systems and subsystems,
- f) Review contractual documents and contract modifications to determine scope of work and scope of changes,
- g) Prepare and summarize task and subtasks estimates including rate and unit costs determination and performing mathematical calculations by applying standard factors,
- h) Assign material costs and staffing costs to the takeoffs,

- i) Accumulate, evaluate and document historical cost data and construction procedures and methods to maintain current estimating standards and databases,
- j) Provide training and guidance to assigned personnel in the preparation, revision and production of cost estimates,
- k) Review work of subordinate personnel for quality, clarity and application,
- l) Participate in presentations as required, and
- m) Perform other responsibilities associated with this position as may be appropriate.

8. **Technical Support**– Responsibilities include, but are not limited to:

- a) Project Management/Administration as contained herein,
- b) Review and evaluation of available project documentation in addition to establishing and maintaining communication with stakeholders,
- c) Answer any questions regarding the progress on assigned tasks,
- d) Attend site meetings to ensure proper understanding of work packages and deliverables,
- e) Monitor and report task activities and provide support to other staff in the completion of their work,
- f) Comply and coordinate task deliverables among sub-consultant/contractors,
- g) Prepare final reports and presentation documentation for stakeholders, and
- h) Provide technical support in all phases of subcontract formation, project execution, testing/inspection, submittals, change notices, evaluation and coordination of sub-contractors payment and closeout of work scope.

9. **Administrative Support** – Responsibilities include, but are not limited to:

- a) Provide filing, fax support, call management, personnel schedule management, word processing and other specialized software to office staff (extensive software skills may be necessary as required by assigned tasks and may include internet research abilities and strong communication skills),
- b) Priorities include relief management of administrative details, coordinate work flow, update and complete delegated tasks to ensure progress to deadlines,

- c) Maintain procedures to ensure consistent performance of routines,
- d) Compose correspondence and reports for staff members,
- e) Arrange essential mail communication,
- f) Check deadlines on incoming requests,
- g) Process replies to sub- consultant/contractors as necessary, and
- h) Research and drafts reports for office staff.

C. **SUPPLEMENTAL CONDITIONS / SPECIAL PROVISIONS**

1. **SECURITY AND IDENTIFICATION:**

- A. A Level 1 (5 years) Florida Department of Law Enforcement (FDLE) Background check for the Consultant's staff and its Subcontractors must be approved by Orange County's Security team prior to working in any County facility. The Consultant is responsible for obtaining the necessary forms for background checks for work at the Convention Center. All background check results will be sent to the Orange County Convention Center (OCCC).

The Consultant's staff and its Subcontractors will not be allowed in Orange County facilities without a completed and approved background investigation.

The OCCC will inform the Consultant of their Access Badge approval results.

- B. The Consultant shall be responsible for all costs for background investigations. Background checks must be renewed annually. The County shall have the right to request any additional investigative background information including, but limited to, the employment record, Right-To-Know records, E-Verify system records, training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Consultant shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Consultant.

For security purposes and to maintain privacy when submitting FDLE Background Checks via e-mail the subject line of the email must contain the following **EXEMPT**

- C. Upon Background Check approval, the Consultant's staff shall arrange an appointment with the Convention Center staff to obtain an Orange County photo ID badge. An affidavit of Identity form (issued by the Contracted Firm) and a State of Florida ID or Driver's License will be required from

the staff. All badges must be returned at the end of the project. The cost associated with stolen, lost, or unreturned badges is \$35.00 for each.

- D. The Consultant shall arrange an appointment with OCCC to receive, when applicable, keys to the project areas the Consultant requires access. The Consultant shall be responsible for returning all the keys to OCCC at the project close-out phase. If any of the keys are lost or damaged, the Consultant shall pay a cost of \$150 per key requiring replacement. The Consultant shall also request OCCC parking hang tags for Consultant's staff to park on OCCC designated parking lots during construction work hours. The Consultant shall submit the required forms given by the OCCC for the issuance of hang tags. All hang tags must be returned at the end of the project. The cost associated with lost, stolen, or unreturned parking hang tags is \$35.00.

2. **WORK RESTRICTIONS:**

- a. The Consultant shall be responsible for covering exposed work areas. The work areas shall be covered to prevent visible exposure.
- b. The Consultant is responsible prior to demolition of ceilings to survey the above ceiling and ensure existing wiring is not damaged during demolition.
- c. The Consultant is responsible for providing their own equipment and method of construction waste disposal. The Consultant shall have a designated location for their waste disposal containers. The Consultant shall be responsible for ensuring these containers are used for disposal of project specific debris. The Consultant is also responsible for securing the waste disposal containers from unauthorized use.
- d. Battery operated lifts shall have gel cell batteries. Accessibility for equipment such as scissor lifts or electric powered maintenance carts shall be permitted with limited access areas, as coordinated, and approved with the OCCC.
- e. Availability of space for staging/lay down area will determine whether County will permit the Consultant to set up a staging area. The OCCC will make reasonable staging/storage accommodations on property. The Consultant staging area on site will depend on availability of space; however, relocation of staging area may be required during project.
- f. After completion of the work, the Consultant shall replace or restore to the original condition all affected areas within the project limits. The Consultant is required to provide all materials for patching and painting.

- 3. **FIRE WATCH:** The Consultant shall provide a 24/7 fire watch for all inactive areas during the construction phase when applicable and directed by OCCC. The fire watch is the action of an onsite person whose sole duty is to watch for the occurrence of fire the entire time the fire sprinkler system and/or fire alarm system

(includes but is not limited to smoke detectors, duct detectors, sprinkler risers, etc.) is disabled. Fire watch personnel shall be a fire watch trained security guard, they must be competent, equipped with a cell phone to contact OCCC Security (OCCC Security line 407-685-9828), have a thorough understanding of the purpose and responsibilities of their assignment, and shall know the location and operation of all portable fire extinguishers onsite. Fire watch personnel shall conduct continuous hourly rounds by walking throughout the affected area, looking for evidence of smoke, fire or any abnormal conditions. The specific route shall be laid out so that the fire watch person is required to pass through the entire area to be covered. A separate log identifying each building, or area, under the fire watch by name and address shall be kept. Log entries shall be made hourly at the completion of each round. Log entries shall consist of the date, the time the round was completed, a summary of what was observed, and the name and signature of the individual conducting the fire watch. The fire watch log shall be kept readily accessible for review by the Fire Marshal and submitted daily through the E-Builder system. The personnel must be a fire watch trained security guard. The onsite OCCC Fire Inspector will check to ensure that the fire watch security guards are properly trained.

4. **TRANSPORT DEVICES:** Personal transport equipment such as rollerblades, razor scooters, skates, hover-boards, and skateboards are not permitted on OCCC premises.

The Consultant shall obtain prior approval from the OCCC for operation of electric motor vehicles (e.g. Segways®) on the show floor. Safe operating practices shall be used at all times. Segways® and electric scooter-style wheelchairs are currently the only personal transport equipment with rubber wheels allowed in OCCC concourses, lobbies, and registration areas. Non-gasoline powered motorized vehicles, such as electric carts and bicycles, may be operated in OCCC's exhibit halls during move-in and move-out days only. Bicycles shall be walked, not ridden, across any OCCC concourse, lobby, or registration area. All vehicles, transport devices, and equipment shall be operated in a safe manner.

Motorized vehicles, such as personnel carts, forklifts, pallet jacks, and other related motorized vehicles with steel and/or hard metallic wheels are not permitted on the OCCC's concourses, lobbies, and registration areas. Lifts or other wheeled vehicles approved for use in carpeted areas shall have non-marking tires, or tires that are covered with carpet tape or heavy-duty polyethylene sheeting. Carpeted areas shall be protected by Rhino board or similar products in concours/high traffic areas. The use of Masonite is not permitted in concourse/high traffic areas. Gasoline or propane motorized vehicles are not permitted on the OCCC's concourses, lobbies, tunnels, and registration areas.

The on-site staging areas shall be coordinated and approved by the OCCC. Any vehicle or equipment that requires charging of lead acid or similar battery type, shall be done outside of the exterior of the building.

Consultant vehicle parking is in a specific parking lot to be coordinated with the OCCC.

RFP #Y25-148-KC | Cost Estimating,
Scheduling and Project Management

Tab 4
FEE SCHEDULE
FEE SCHEDULE FORM
RFP#Y25-148-KC

The Contractor shall provide all labor, equipment, manpower and other resources necessary to provide the goods or services in strict accordance with the scope of services, specifications defined in this solicitation for the amounts specified in this Fee Schedule Form.

HOURLY RATE PER POSITION CATEGORY

ITEM NO.	POSITION CATEGORY	PER HOUR RATE	ESTIMATED ANNUAL HOURS	ESTIMATED ANNUAL AMOUNT	x 5 YEARS	ESTIMATED (5) YEAR TOTAL
1.	Technical Advisor	\$ <u>165.00</u>	892	\$ <u>147,180.00</u>	x5	\$ <u>735,000.00</u>
2.	Senior Project Manager	\$ <u>155.00</u>	892	\$ <u>138,260.00</u>	x5	\$ <u>691,300.00</u>
3.	Project Manager	\$ <u>120.00</u>	1,855	\$ <u>222,600.00</u>	x5	\$ <u>1,113,000.00</u>
4.	Assistant Project Manager	\$ <u>100.00</u>	3,710	\$ <u>371,000.00</u>	x5	\$ <u>1,855,000.00</u>
5.	Project Coordinator	\$ <u>85.00</u>	8,333	\$ <u>708,305.00</u>	x5	\$ <u>3,541,525.00</u>
6.	Scheduler	\$ <u>115.00</u>	892	\$ <u>102,580.00</u>	x5	\$ <u>512,900.00</u>
7.	Cost Estimator	\$ <u>120.00</u>	7,420	\$ <u>890,400.00</u>	x5	\$ <u>4,452,000.00</u>
8.	Technical Support	\$ <u>97.00</u>	5,528	\$ <u>536,216.00</u>	x5	\$ <u>2,681,080.00</u>
9.	Administrative Support	\$ <u>58.00</u>	892	\$ <u>51,736.00</u>	x5	\$ <u>258,680.00</u>

ESTIMATED 5-YEAR SUBTOTAL (ITEMS 1-9) \$ 15,841,385.00

Note: The per hour rate (lines 1-9) shall include ALL costs associated with the performance of the contract including profit, overhead, insurance, and travel expenses.

REIMBURSABLES / OUT OF POCKET EXPENSES

ITEM NO.	DESCRIPTION	UNIT COST	ESTIMATED ANNUAL QUANTITY	ESTIMATED ANNUAL AMOUNT	x 5 YEARS	ESTIMATED (5) YEAR TOTAL
10.	8.5 x 11 Copies	\$ <u>0.08</u> ea	500	\$ <u>40.00</u>	x5	\$ <u>200.00</u>
11.	11 x 17 Copies	\$ <u>0.24</u> ea	500	\$ <u>120.00</u>	x5	\$ <u>600.00</u>
12.	24 x 36 Plot	\$ <u>1.14</u> sf	500	\$ <u>570.00</u>	x5	\$ <u>2,850.00</u>
13.	30 x 42 Plot	\$ <u>1.71</u> sf	500	\$ <u>855.00</u>	x5	\$ <u>4,275.00</u>
14.	Mobile Phone	\$ <u>1,000.00</u> ea	2	\$ <u>2,000.00</u>	x5	\$ <u>10,000.00</u>
15.	On-Site Mobility Equipment	\$ <u>1,200.00</u> ea	2	\$ <u>2,400.00</u>	x5	\$ <u>12,000.00</u>
16.	e-Builder License	\$ <u>2,050.00</u> ea	1	\$ <u>2,050.00</u>	x5	\$ <u>10,250.00</u>

ESTIMATED 5-YEAR SUBTOTAL (ITEMS 10-16) \$ 40,175.00
ESTIMATED 5-YEAR TOTAL (ITEMS 1-16) \$ 15,881,560.00

Company Name: Procon Consulting LLC

September 30, 2026

William "Bill" Crowe
Canaveral Port Authority
Engineering and Construction

RE: Technical Engineering and Construction Support

Mr. Crowe,

This letter is in correspondence relating to the subject providing technical engineering and construction management support to Canaveral Port Authority Engineering and Construction. Procon Consulting proposes to provide a Senior Project Manager to work directly with, and in support of, the Technical Director across ongoing and new capital projects. The proposed scope of work is provided on Page 2 of this letter, and the resume of the proposed team member is included as an attachment.

Services will be provided on a time-and-materials basis for a four-month period. The estimated level of effort is halftime support, defined as 20 hours per week, for a total of 640 hours.

Staffing

Position Category	Per Hour Rate	Hours	Total
Sr. Project Manager	\$ 155.00	640	\$ 99,200.00
		Total	\$ 99,200.00

Our team is standing by and ready to start as early as October 12th for this scope of work. We are committed to delivering high-quality support while maintaining transparency in our pricing structure. Please feel free to contact me if you have any questions or require further details.

Regards,

Vincent Testa

Vincent Testa, Regional Manager
Procon Consulting
1800 Tysons Boulevard, Suite 620
McLean, VA 22102
vtesta@proconconsulting.com 813.560.7704 phone

Adding \$10,000.00 for
Owner's Contingency

New Total: \$109,200.00

Scope of Work

Technical Engineering and Construction Support

Procon Consulting will provide technical and project support to Canaveral Port Authority Engineering and Construction, working directly with and in support of the Technical Director across ongoing and new capital projects. The Senior Project Manager will become familiar with the Port's organizational structure, processes, procedures, standards, and project-delivery practices in order to provide responsive day-to-day support.

Services will include the following:

- Review and provide technical comments on RFIs, submittals, and other construction documentation for conformance with project requirements, plans, specifications, and Port standards.
- Perform technical reviews of projects, systems, and operational requirements, identifying issues, conflicts, risks, and items requiring additional coordination or resolution.
- Conduct design and plan reviews at various stages of development, including constructability, coordination, completeness, and consistency with Port requirements and existing conditions.
- Support the Technical Director with project coordination, technical evaluations, documentation, follow-up, site inspections, and resolution of project-related issues.
- Develop familiarity with the Port's processes, procedures, organizational responsibilities, and project-delivery practices to provide effective ongoing support across Engineering and Construction projects.

Darren Stutzke

Project Manager

QUALIFICATIONS

Darren Stutzke is an experienced Project Manager with a proven record delivering multi-million-dollar projects for NASA, universities, and industrial clients. He is skilled in managing construction, electrical, and mechanical systems in occupied and high-security facilities while ensuring compliance with ASME, NASA, and building code standards. Darren's expertise includes schedule management, risk assessment, QA/QC oversight, contractor coordination, and critical outage planning to minimize operational impacts. He successfully controls costs, drives accountability, and delivers projects on time and within budget across diverse, complex environments while maintaining excellent communication with all stakeholders.

EDUCATION AND CERTIFICATIONS

IBEW Electrical Apprenticeship, Spokane, Washington

Washington State Master Electrician Certificate

Cryogenics Single Walled Stainless Steel & Vacuum Jacketed Piping Inspection Certification, 2023

Multiple Business Management Classes & Seminars

RELEVANT EXPERIENCE

Washington Metropolitan Area Transit Authority (WMATA), Executive Eisenhower Office Building, Alexandria, VA (\$320M / 433,453 SF) Project Manager. Managed core and shell construction and tenant fit-out for WMATA's new Virginia Headquarters, a LEED Platinum facility with 10 floors of office space above a four-level, 190-space parking garage. Scope included finishes, lighting, IT and security infrastructure, millwork, and hardware. Oversaw QA/QC inspections to ensure work met project scope, quality standards, and applicable codes, while managing contractor compliance with contract requirements. Monitored workmanship, materials, and equipment, tracked deficiencies, and prepared detailed inspection reports to support timely resolution. Reviewed and enforced contractor safety programs, ensuring adherence to contractual requirements and reporting deficiencies to the Contracting Officer.

NASA, Kennedy Space Center, Liquid Nitrogen Sphere Repairs, Merritt Island, FL (\$6M) Project Manager. Launch Complex 39B required repairs to the cryogenic vent line of the newly installed Liquid Hydrogen Sphere. Managed QA and construction activities for piping, mechanical, and structural systems, ensuring compliance with ASME B31.3 and NASA specifications. Oversaw NDE/NDT testing, documentation reviews, and contractor audits while leading coordination meetings to resolve issues, maintain schedules, and drive accountability. Provided ownership with regular progress updates, risk assessments, and actionable solutions to ensure successful project delivery.

NASA, Kennedy Space Center, Replace O&C South Wing Electrical Distribution Equipment, Cape Merritt Island, FL (\$13.9M / 295,000 SF) Project Manager. Reviewed design phasing and switchover plans to assess risk and constructability in an occupied facility. Evaluated contractor schedules to ensure critical phasing activities, including outages, were properly planned and coordinated. Oversaw electrical submittal reviews, RFI resolution, and quality control inspections of field installations to maintain compliance and minimize operational impacts.

Darren Stutzke (continued)

Project Manager

NASA, Kennedy Space Center, Modify VAB for SLS Platforms, Merritt Island, FL (\$55M / 130M CF) *Inspector*. Entails fabrication and installation of four new extensible vehicle platform halves, six new vehicle platform inserts, and two new vehicle platform outer mold lines (OMLs). Oversaw the coordination and performed quality control inspections particular to platform power and controls, elevator controls, and fire alarm. Other responsibilities include managing schedule, cost estimate, risk assessment, coordinating and tracking. Tracked financial obligations and monitored implications of change proposals. Led daily site inspections to monitor activity and ensure quality. Coordinated approval and regulatory processes with clients and external agencies. Coordinated scheduling for special inspections.

Wire One Electric, Multiple Projects, IA, *Project Manager*. Managed a team of 15 service technicians, managed company fleet, ensured quality control, and fostered positive customer relations. As a member of the Executive Leadership Board, contributed strategic insights and aligned service operations with business objectives. Efficiently managed dispatch team, optimizing schedules and resources to meet customer demands effectively. Provided strong leadership, communication, and organizational skills with a focus on delivering exceptional service and driving operational efficiency.

Grow Op Farms, Production Facility, Spokane Valley, WA (\$3.2M) *Electrical Project Manager*. Responsible for the electrical installation of a production facility, including orchestrating the upgrade of electrical service from 1000 amps to 7000 amps. This entailed managing the entire electrical installation process while coordinating closely with mechanical, controls, and other trades to ensure seamless integration. Additional duties encompassed overseeing financial aspects, maintaining adherence to schedule deadlines, prioritizing safety protocols, managing procurement procedures, and ensuring strict compliance with relevant building codes and regulations.

Washington State University, Stephenson Hall Upgrades, Pullman, WA *Electrical Project Manager*. Responsible for all facets of electrical installation while prioritizing procurement, cost estimation, and financial tracking to align with budgetary requirements, maintained strict adherence to project schedules, ensuring timely milestones. Ensured compliance with relevant building codes and regulations, as well as certified payroll adherence, to uphold project integrity and standards.

EMPLOYMENT HISTORY

Quality Assurance Manager Procon Consulting, McLean, VA	Nov 2023 - Present
Service Manager Wire One Electric, Des Moines IA	Apr 2023 - Oct 2023
Owner Current Electrical, Spokane, WA	2002 - 2022
Journeyman Electrician / Foreman Aztech Electric, Spokane, WA	1996 - 2002

Meeting Date

October 28, 2026

**AGENDA ITEM REQUEST**

Section:	Engineering, Construction, and Facilities
Item Number:	1.D
Department:	Engineering
Requested Action:	Consideration of increasing Purchase Order P-136056 to MeID Studio Architecture, LLC in an amount not-to-exceed of \$146,133.00 for the Maritime Center IT Server Room and Office Expansion Design Services for a total amount of \$180,489.00 (Mark Titler/Bill Crowe)
<p>Summary Explanation & Background:</p> <p>The IT and Engineering Departments, in partnership with MeID Architecture, conducted a feasibility study to locate and provide a conceptual layout of a new central IT center located at the Maritime Center. The feasibility study was based on resiliency, constructability, and operational requirements.</p> <p>The study initially evaluated the Maritime Center's second floor for the hardened IT center; however, structural analysis determined that significant reinforcement would be required to support the added equipment loads. While the space was not feasible for the IT center, it was determined that the currently unused portion of the second floor could be effectively utilized for additional office space, helping address capacity constraints within the Maritime Center.</p> <p>As a result, the IT center was located to the first floor and incorporates a raised floor to elevate critical equipment out of the floodplain elevation. This increase to the PO will allow full design to both the IT center and the office expansion as well as construction administration services during construction.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No

Financial Review:	Approval recommended. The requested increase of \$146,133.00 to Purchase Order P-136056 for additional design services will increase the total purchase order value to \$180,489.00. Funding is available within the approved project budget, and no additional budget appropriation is required. 2075-25095
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Attachments:

[MC Data and Office 20260602.pdf](#)

[MeID Data Center Phase 2 Proposal.docx](#)

ARCHITECTURAL SERVICES PROPOSAL

DATE: June 22, 2026

TO: Mark Titler
Canaveral Port Authority

RE: CPA Maritime Center Hardened Data Room and Office Expansion Phase 2
Canaveral Port Authority

PROGRAM:

MeID Studio Architecture proposes to provide Architectural, Structural, Mechanical, Electrical, Plumbing (MEP), Fire Protection, and Low Voltage & Security engineering services for the preparation of a complete construction document package. The documents will be based on the recently completed CPA Maritime Center Phase 1 interior fit-out project and will include the following scope of work:

1st Floor Data and Office:

Conversion of the existing storage room and classroom spaces into a new, approximately 1,368 sq. ft. data room and offices. The office space (approximately 453 sq. ft.) layout is yet to be determined.

2nd Floor Office Space:

MeID is proposing the buildout and renovation of approximately 7,549 sq. ft. of office space on the second floor. The scope of work includes new offices, conference rooms, a breakroom, and associated support spaces.

ARCHITECTURAL DESIGN:

MeID will develop a set of construction documents including:

- Cover Sheet and Project Details
- Demolition Plan
- Life Safety Plan
- Floor Plan
- Reflected Ceiling Plan
- Enlarge Plans
- Construction Details and Sections
- Interior Door Schedule, Profiles and Details
- ADA Details
- Millwork Details
- Finish Schedule and details
- Architectural Lighting Plan, Schematic Electrical, and Electrical Riser
- Prescriptive Fire Protection Drawings
- ADA Details
- Millwork Details



ARCHITECTURE

- Electrical Drawings
- Mechanical Drawings
- Plumbing Drawings
- Structural Drawings
- Low Voltage & Security Drawings

STRUCTURAL DESIGN:

The design shall include drawings for foundation modifications and support of a raised floor system. The structural engineer will provide a foundation design for the pedestal system. Engineering for the pedestal system itself will be provided by the selected contractor's specialty engineer or manufacturer.

MECHANICAL DESIGN:

Construction Documents to include the installation of two Liebert CRAC mechanical systems to ensure redundancy in the hardened Data Center, along with a mechanical layout for the new office area. The mechanical system design will be based upon the latest adopted edition of the Standard Mechanical Code and all state and local jurisdictional codes.

ELECTRICAL DESIGN:

Construction Documents to include modification of existing power system, design of data center power system, selective coordination of power system and implementation, power to new racks, and new lighting. The electrical system will be designed per the latest adopted editions of the Florida Building Code, National Electric Code, ADA, and all State and jurisdictional codes.

PLUMBING DESIGN:

Plumbing systems will be provided for all spaces as required by the floor plan. All underground water and sewer will be connected to the tap provided by the Civil Engineer.

FIRE PROTECTION DESIGN:

Construction Documents to include prescriptive modifications to existing fire alarm system to include data center and suppression system monitoring. MelD's consulting engineers will provide a 61G15 performance-based fire protection design. A licensed Fire Protection Contractor will need to be hired prior to permitting the development of shop drawings for this system. This is typically done by the General Contractor, prior to permitting the project.

LOW VOLTAGE & SECURITY DESIGN:

Construction Documents will be completed and will show all related components including all enclosures, conduits, cabling and grounding.

THE FOLLOWING ITEMS ARE NOT INCLUDED IN THIS PROPOSAL

- Permit and mitigation fees/Impact fees or assessments
- Soils testing/Environmental testing
- Civil, site design, retention, or drainage



ARCHITECTURE

- Landscape Plan
- R.F. Grid System Design
- Interior Design (Detailed cabinetry elevations and layouts, interior elevations, and material, fixture, furnishing selections)
- Shop Drawings (cabinets)
- 3-D Renderings
- FF&E
- LEED Design
- Anything not listed in the proposal

DESIGN FEES:

Architectural Design Fee:	\$ 19,400
Structural Engineering Design Fee:	\$ 4,650
Electrical Engineering Design Fee:	\$ 25,500
Mechanical/Plumbing/FP Design Fee:	\$ 31,300
Low Voltage & Security Design Fee:	\$ 29,675
10% Engineering Coordination Design Fee:	\$ 9,113

TOTAL DESIGN FEES:

\$119,638

CONSTRUCTION ADMINISTRATION FEES:

Architecture CA Fee:	\$ 4,000
Structural CA Fee:	\$ 1,250
Electrical CA Fee:	\$ 4,800
Mechanical/Plumbing/FP CA Fee:	\$ 4,600
Low Voltage & Security Additions CA Fee:	\$ 9,800
10% Engineering Coordination CA Fee:	\$ 2,045

TOTAL CA FEES:

\$ 26,495

If you have any questions regarding this proposal, please feel free to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Jeff Anderson".

Jeff Anderson
FLAR #97703
Melo Studio Architecture

Meeting Date

October 28, 2026

**AGENDA ITEM REQUEST**

Section:	Engineering, Construction, and Facilities
Item Number:	1.E
Department:	Engineering
Requested Action:	Consideration of increasing Purchase Order P-138432 to KMI International in an amount not to exceed of \$300,000 for the RFQ-26-2 Owner's Rep Services for Cruise Terminal 10 improvements for a total amount of \$708,593. (Verónica Narváez-Lugo/Bill Crowe)
Summary Explanation & Background: Owner's Representative (OR) Services are proposed to provide dedicated oversight in support of CPA staff throughout project completion and closeout. The OR team will include support for staff for construction progress monitoring and inspections along with cost and schedule management on an as-needed basis.	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	The requested amount of \$300,000 will increase the PO amount to \$708,593. Funding is available through the FY27 capital budget.

Meeting Date

October 28, 2026

**AGENDA ITEM REQUEST**

Section:	Engineering, Construction, and Facilities
Item Number:	1.F
Department:	Engineering
Requested Action:	Consideration of increasing Purchase Order P-130666 to Jacobs Engineering in an amount not to exceed of \$111,205 for the NCB4 Construction Administration Services for a total amount of \$729,482.50 (Verónica Narváez-Lugo/Bill Crowe)
Summary Explanation & Background: Request for additional Construction Administration Services from Jacobs Engineering to perform inspections on the installation of the cathodic protection system at NCB4. The cathodic protection system was a result of the final closeout agreement between Canaveral Port Authority and Orion Marine Group for the completion of the NCB4 Improvements project. That closeout agreement was approved by commission at the August 19, 2026 meeting.	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	approval recommended. The additional \$111,205 for NCB4 Construction Administration Services is included within the overall approved Capital Improvement Program budget. Funding will be provided through the reallocation of existing FY27 capital budget appropriations from other approved capital projects.

Attachments:[27CPA003 NCB4 CP System Dive Insp Proposal DRAFT 2026 1016.pdf](#)

October 16, 2026

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

Attn: Mr. Bill Crowe, P.E.
Vice President, Engineering and Construction

Re: 27CPA003: NCB 4 Cathodic Protection System Dive Inspection Services

Within the scope of the July 16, 2024, Continuing Contract for General Engineering Services, Jacobs Engineering Group (JEG) is pleased to submit the following proposal outlining professional services scope and fee associated with dive inspection of a passive cathodic protection (CP) system to be designed and installed by the CPA selected contractor. The CP system is intended for the North Cargo Berth 4 (NCB 4) bulkhead wall.

Scope of Services

Task 1: Quality Control Dive Inspection Services

The scope of services is outlined below:

1. Attend one construction coordination meeting with CPA and its general contractor, to coordinate the completion of the dive inspection.
2. Review up to eight submittals issued by the contractor and assist CPA staff with the issuance of review comments. Submittals shall be limited to material certifications of the CP system components and documentation in support of welding procedures and welding certificates.
3. Complete up to three one-hour duration site visits and complete quality assurance tasks, including:
 - a. Visual checks of the delivered CP system materials, to confirm general compliance with the design intent indicated on the design documents. More specifically, the scope includes visual observations of type and size of the CP anodes, connection materials (cables and attachment hardware) and welding consumables (electrodes).
 - b. Visual checks of the delivered and stored/staged CP system materials to identify damaged or non-conforming components before installation.
4. Complete limited dive assisted electrical potential measurements of the NCB 4 bulkhead wall to verify electrical continuity. The scope includes the following:
 - a. Prepare a field testing plan under the direction of a qualified cathodic protection specialist. The plan shall identify the testing limits, measurement locations, temporary current source and auxiliary anode arrangement, instrument checks, interpretation criteria, and coordination with the site-specific Dive Safety Plan.

- b. Obtain measurements through direct electrical contact with an adequate quantity of accessible individual sheet pile and pipe pile sections throughout the defined testing limits. Measurements shall generally be obtained at one accessible elevation per element. Document locations that cannot be accessed or reliably contacted.
 - c. Obtain baseline steel-to-water potentials using a verified silver/silver chloride reference electrode suitable for seawater. Apply controlled temporary impressed current and obtain repeated current ON/OFF measurements to evaluate the response of the tested elements. Maintain the reference electrode at a fixed location for each set of comparative measurements and document any changes in the test arrangement. Current application and underwater contact placement shall be coordinated under the approved electrical and diving safety procedures.
 - d. Evaluate the comparative measurements for evidence of electrical connection, apparent discontinuity, or elevated resistance. Where responses are inconsistent, verify contact quality and perform targeted repeat measurements on adjacent elements during the initial survey. Adjust the temporary current connection or electrode arrangement as necessary to investigate suspected discontinuities and distinguish them from measurement interference. Record unresolved results as inconclusive.
 - e. Prepare and submit a pre-installation letter report documenting the test results and findings. Include identification of the extent of tested elements and apparent discontinuities, inconclusive results, and inaccessible locations. Identify areas requiring further investigation or corrective action before anode installation.
5. Perform a post-installation underwater inspection of the passive cathodic protection system. The inspections shall consist of a visual examination of the installed sacrificial anodes and the associated connection hardware. The post-installation inspection will be performed by the JEG Professional Engineering Dive Team. The inspections shall be performed in accordance with the American Society of Civil Engineers (ASCE) Standard Practice Manual 130 for Waterfront Facility Inspection and Assessment, and shall include:

Planning, Logistics, and Equipment Preparation – This task includes familiarization with the design documents provided to Jacobs. This task includes coordination with CPA and their contractor for site access to perform the inspections.

Safety Planning – This task additionally includes the preparation of a site-specific Dive Safety Plan, tailored accordingly to the facilities and structures to be inspected. The Dive Safety Plan will be submitted to CPA staff for distribution to the harbor master.

Mobilization/Demobilization – A team of three commercially trained divers and all necessary diving and inspection equipment will mobilize to Port Canaveral. Following the completion of fieldwork, all personnel and equipment will be demobilized from the site.

Observations of the Installed CP System – Jacobs shall mobilize the engineering dive team to perform a post-installation underwater inspection of the cathodic protection system. The inspection shall consist of a visual examination of the installed sacrificial anodes and

associated connection materials. The inspection objectives include verification of general compliance of the installed CP system with the design documents provided by the Port, and documenting the installed condition of the CP system. Specific visual inspection tasks shall be limited to:

- Complete visual observations of the installed anodes.
- Verification of the presence and approximate location of installed anodes.
- Complete visual observation of the anode connections.
- Report any noted deviations from information in the design documents.
- Collect and report limited photographic documentation of representative CP system installed components.
- Document and report any damaged or missing CP system components.
- Prepare and submit a letter summarizing testing results and field observations of the installed cathodic protection system.

Assumptions and Exclusions (Task 1)

Assumptions and exclusions include the following:

- Any scope items not specifically listed are excluded.
- CPA shall provide access to the NCB 4 facility for the purpose of completing the CP system inspections. The fees presented are based on un-interrupted access to the facility over a four-day duration to complete the in-water portion of the work. Access shall be granted during normal daylight hours (6am to 6 pm, EST).
- If protracted delays occur due to no fault by JEG, equitable adjustment to our fee and schedule commensurate with the extent of the delay(s) shall be negotiated. This includes but is not limited to delays as a result of simultaneous on-site construction activities.
- The scope excludes services related to evaluation, assessments, repairs and fixes of CP system installation not in compliance with the design depicted on the design documents. Any support activities related to the design of repairs or fixes to installed CP system components shall be processed as additional services.
- Besides the CP system to be installed, the scope excludes inspections of the existing NCB 4 facilities except for the electrical continuity assessment expressly included in Item 4, including but not limited to the tie-back bulkhead wall construction.
- Engineering dive team observations shall be limited to providing a general assessment of the installed CP system, based on general compliance with the design intent depicted on the design documents provided by CPA. The scope excludes oversight of the contractor's installation.
- The scope excludes all aspects of engineering reviews of designs by contractor retained engineers. The scope excludes all aspects of reviews and evaluations of the contractor's proposed means and methods of installation and dive inspection operations.

- Attendance during meetings will be at the CPA Maritime Center or by teleconference. Physical attendance during meetings outside of CPA property are not included. The duration of meetings shall be one hour.

Project Schedule

The services will begin upon receipt of notice to proceed from the CPA. Notice to proceed will be construed as a signed task order as well as the issuance of an updated purchase order. The scope of construction administration support services is based on a construction duration of up to eight weeks.

Price

JEG shall be paid on a time and materials basis as follows:

Labor:	\$93,330 (not-to-exceed amount)
Expenses:	<u>\$17,875</u> (not to exceed amount)
	\$111,205 (not to exceed amount)

Monthly invoices will be submitted based on the approved professional rates at the time services are rendered. Approved expenses shall be reimbursed at cost.

Terms and Conditions

The services outlined in this proposal will be performed under the terms and conditions of the July 16, 2024, Continuing Contract for General Engineering Services and the following terms and conditions:

JEG will reasonably rely upon the accuracy, timeliness and completeness of the information/data provided by the Client or other third parties, without independent verification. Additional effort by JEG due to invalid data or information provided by the Client or other third parties, may entitle Jacobs to additional compensation.

Quality Control Services

The following terms apply for all quality control services:

The presence or duties of Jacobs' personnel while performing quality control services, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs's personnel in any way responsible for those duties that belong to CPA and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

Jacobs and Jacobs' personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of

the construction contractor(s) or other entity or any other persons at the site except Jacobs' own personnel.

Acceptance of Proposal

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

Chris Bowker, P.E.
Manager of Projects
Jacobs Engineering Group

October 16, 2026
Date

Accepted By:
CANAVERAL PORT AUTHORITY

Bill Crowe, P.E., P.P.M.
Vice President – Engineering and Construction

Date

Meeting Date

October 28, 2026

**AGENDA ITEM REQUEST**

Section:	Engineering, Construction, and Facilities
Item Number:	1.G
Department:	Engineering
Requested Action:	Consideration of increasing Purchase Order P-134801 to BEA Architects for an amount NTE \$435,563.00 for CT5 Expansion project for a new PO total of \$5,757,208.00 (Patrick Hammond/Bill Crowe)
Summary Explanation & Background: BEA Architects is the awarded Designer and Engineer for the CT5 Expansion project. The additional amount extends BEA's construction admin services for 6 months to align with the updated construction schedule. Coverage through these months are vital to ensuring all RFIs related to design and construction are evaluated appropriately.	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	Approval recommended. Funding is available within the approved project budget to include carry over FY26 and approved FY Capital Budget.

Attachments:[CT-5 BEA CA Add Service R-1.pdf](#)



October 16, 2026

Patrick Hammond, PE
Senior Project Manager
Engineering and Construction
Canaveral Port Authority
445 Challenger Road, Ste 301
Cape Canaveral, FL 32920

Re: Additional Services Proposal – Extended Construction Administration and Threshold Inspection Services – CT-5 Renovation and Expansion

BEA Architects, Inc. is pleased to submit this additional services proposal associated with the ongoing renovation and expansion of Cruise Terminal 5 (CT-5) at Port Canaveral.

Due to unforeseen field conditions, increased coordination requirements, additional construction-related activities, and the anticipated extended construction duration, the project has required a greater level of Construction Administration and Threshold Inspection services than originally anticipated.

Accordingly, BEA Architects proposes to provide up to six (6) additional months of Construction Administration services, commencing October 1, 2026, and continuing through March 31, 2027. This proposal also includes additional Construction Administration and Threshold Inspection services by TLC Engineering Solutions, Inc., including services already performed and anticipated services required through project completion, as described in TLC's Additional Services Request #05, revised October 6, 2026.

Scope of Additional Services

1. BEA Architects – Extended Construction Administration

The additional services represent a continuation of BEA Architects' responsibilities established under the original agreement and include:

- Review of contractor submittals, shop drawings, product data, and samples for general conformance with the contract documents.
- Review and response to contractor Requests for Information (RFIs).
- Periodic site observations and preparation of field reports.
- Participation in construction progress meetings with the Port Authority, contractor, and project team.
- Architectural coordination and support addressing unforeseen field conditions and construction-related issues.
- Review of proposed construction modifications as applicable.
- Participation in substantial completion observations, preparation of architectural punch lists, and project closeout activities, as applicable.

2. TLC Engineering – Additional Construction Administration Services

TLC Engineering has identified additional Construction Administration effort beyond its originally anticipated scope resulting from increased contractor coordination, unforeseen field conditions, additional project meetings, and increased construction-related inquiries.

The additional services include:

- Increased engineering coordination with the contractor and project team.
- Responses to construction-related inquiries and design clarifications.
- Additional project meetings and construction coordination.
- Increased frequency of site visits and enhanced field presence.
- Compensation for additional Construction Administration services already performed, together with anticipated services required through project completion.

3. TLC Engineering – Additional Threshold Inspection Services

TLC Engineering's original Threshold Inspection fee was based on an anticipated construction duration of approximately six (6) months. Threshold Inspection services commenced in December 2025 and are now anticipated to extend to approximately twelve (12) months.

This extended duration, together with unforeseen field conditions and increased inspection requirements, has resulted in additional services beyond the original scope.

TLC reports that more than 150 threshold field reports have been issued, including approximately 100 reports since mid-June 2026, following the original anticipated six-month inspection period.

Additionally, at least seven (7) reinspection and follow-up visits have been required to verify corrected work and address conditions beyond the originally anticipated inspection frequency.

Examples of conditions requiring additional inspections and coordination include:

- Missing or misplaced reinforcement.
- Shallow or missing drilled holes.
- Existing underground conditions discovered during construction.
- Additional inspections and follow-up observations required to verify corrective work.

The additional Threshold Inspection services include the increased inspection, reporting, coordination, and administrative effort associated with these conditions and the extended construction duration.

Additional Services Fee

BEA Architects proposes the following additional services fees:

Description	Fee
BEA Architects – Additional CA Services (up to 6 months)	\$286,500
TLC Engineering – Additional CA Services	\$49,300
TLC Engineering – Additional Threshold Inspection Services	\$99,763



TOTAL ADDITIONAL SERVICES REQUESTED

\$435,563

BEA Architects: The additional Construction Administration fee of \$286,500 represents a not-to-exceed amount for up to six (6) months of services. Services will be invoiced monthly based on actual services performed. Any unused portion of the authorized fee will not be invoiced.

TLC Engineering: The combined additional services fee of \$149,063 is proposed as a lump sum in accordance with TLC Engineering Solutions' Additional Services Request #05, revised October 6, 2026. This fee includes compensation for additional services already performed, as well as anticipated services through project completion. TLC's original proposal terms remain applicable unless specifically modified by its additional services proposal.

Schedule

BEA Architects' additional Construction Administration services are proposed for up to six (6) months, beginning October 1, 2026, and continuing through March 31, 2027.

TLC Engineering's additional services include previously performed work and anticipated Construction Administration and Threshold Inspection services through project completion, as described in its supplemental proposal.

The additional services authorization will be coordinated with existing contract authorizations to avoid duplicate billing for overlapping services.

Should further services be required beyond the authorized scope or anticipated duration, such services will be addressed through a separate proposal and authorization.

Conclusion

BEA Architects remains committed to supporting the Canaveral Port Authority through the successful completion of the CT-5 Renovation and Expansion project.

The requested additional services are intended to provide continued architectural and engineering support, address the increased demands experienced during construction, and maintain the necessary construction oversight and coordination through project completion.

We appreciate the opportunity to continue our services and look forward to our ongoing collaboration with the Port Authority.

Sincerely,

A handwritten signature in blue ink, appearing to read "RD", with a stylized flourish extending to the right.

Robert Draper, RA, NCARB
Senior Project Manager
BEA Architects, Inc.

Meeting Date

October 28, 2026

**AGENDA ITEM REQUEST**

Section:	Engineering, Construction, and Facilities
Item Number:	1.H
Department:	Engineering
Requested Action:	Consideration of approving a purchase order for Jacobs Engineering Group, Inc., for Feasibility Study Services for a new SR-401 Bulkhead Wall, between CT-5 and NCB8, pursuant to their continuing contract RFQ-24-1, with a not-to-exceed amount of \$321,655. (Patrick Hammond/Bill Crowe)
Summary Explanation & Background: The current shoreline along the south side of SR-401 between CT-5 and NCB8 is a Fabri-form style concrete armored slope. This sloped embankment protrudes to the south below the waterline and into the berth boxes of the two facilities. The geometry of this embankment presents a limitation to the size (LOA) of vessels that can moor. The purpose of this feasibility study will investigate the total lineal wall-foot required to increase useability of one or both facilities (CT5/NCB8). In addition, the study will evaluate mooring arrangements and probable cost estimates.	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	Approval recommended. The amount of \$321,655 was not originally included in the FY27 Capital Budget; however, funding will be accommodated through reallocations from other approved FY27 capital projects.

Attachments:[27CPA004 CT 5 Feasibility Study_Proposal 2026 10 23.pdf](#)

October 23, 2026

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

Attn: Mr. Bill Crowe, P.E.
Vice President – Engineering and Construction

Re:27CPA004: Cruise Terminal 5 (CT 5) Feasibility Study

Within the scope of the July 16, 2024, Continuing Contract for General Engineering Services, Jacobs Engineering Group (JEG) is pleased to submit the following proposal outlining professional services scope and fee associated with design and permitting support services for the project.

Scope of Services

Task 1: Conceptual Design and Planning Support

The scope of services is outlined below:

1. Participate in one site visit to assess existing field conditions related to facility improvements planning and to obtain photographs. The site visit will be coordinated with CPA for facility access and will have a duration of up to two hours.
2. Complete planning and design coordination with CPA staff, related to facility operational requirements to be considered. Attend up to three (up to two-hour duration) planning and design coordination meetings.
3. Prepare up to a total of six cruise vessel layouts (port to and starboard to vessel positions for each vessel) at the CT 5 facility, that will be used for planning and to confirm vessel positioning, access to pier level doors, main and secondary passenger doors and the length of any required extensions to the passenger boarding concourse. Refer to item 5 below for the design vessel fleet assumptions.
4. Complete vessel propeller wash desktop analysis to establish the general effects of the propulsion system to the existing grouted scour protection matting at CT 5.
5. JEG will update previously completed analyses and prepare new Static Mooring and Berthing Analysis for up to three cruise vessels. Information about the vessels, including electronic drawing files of the vessel geometry (including fairlead positions) shall be provided before the start of the mooring analysis.

The analysis shall use vessel information available in the public domain, provided by cruise companies, or used in past projects in Port Canaveral, to evaluate vessel mooring arrangements (both starboard to and port to vessel orientations at berth), considering wind speeds up to 50 knots, and a tidal range and current speed as established for the location.. Additionally, typical mooring line arrangements provided by the CPA Harbormaster shall be analyzed to determine allowable wind speed rating for each vessel and orientation. The mooring and berthing analysis

shall include the estimated fender reactions and the resulting hull pressures corresponding to the highest loaded fenders. The results of the analysis shall be presented in a technical memorandum and shall include the static mooring and berthing analyses results and facility improvement recommendations, if necessary.

6. Investigate previous facility improvement studies, update and prepare up to three facility concept plan layouts/drawings of the planned facility improvements, considering:
 - a. New tie-back bulkhead wall immediately to the south and parallel to US 401, extending from the north ends of the NCB 8 and CT 5 existing bulkhead walls. The new wall is intended to allow dredging at the north end of the NCB 8 and CT 5 berth boxes and vessel positioning farther north within the CT 5 berth box. Alternate tie-back bulkhead wall positions shall not be considered.
 - b. Pier Extensions deemed necessary to allow safe berthing/mooring and access to the designated vessel fleet pier level doors and to establish adequate travel paths for the passenger boarding bridges to serve the design vessel fleet main passenger doors.
 - c. Pier infills between the west edge of the CT 5 pier and the existing bulkhead wall. The pier infills shall be intended to improve traffic flows during the vessel onboarding provisioning process.
 - d. Mooring fixture and fender improvements required for adequate mooring and berthing of the designated vessel fleet.
 - e. The existing tenant owned fuel supply system and potential modifications required to accommodate the design vessel fleet mooring and berthing operations.
 - f. The existing cruise terminal berth and pier-mounted utilities and potential modifications required to accommodate the design vessel fleet operations.
7. Participate and assist CPA during vessel navigation coordination with the Canaveral Pilots Association (CanPA). The objectives of the coordination will be to establish facility improvements deemed necessary by the PCP for safe navigation of the designated design vessel fleet (see item 5 above). If elected by CPA and the CanPA, the navigation coordination will include assistance during planning to complete navigation simulations at the STAR Center. T
8. Utilizing previous geotechnical reports, including previously reported subsurface soil properties, develop conceptual design of the proposed tie-back bulkhead wall. The conceptual design shall consider the established/CPA-confirmed dredge depth/bathymetry adjacent to the wall and US401 roadway expansion geometry.

The design will be based on historical survey information.

The conceptual design shall be based on previous subsurface soils information documented on previous geotechnical investigation reports at or in the vicinity of the CT 5 facility. The historical subsurface soils information shall be referenced to determine properties to be used for conceptual tie-back bulkhead wall design.

9. Assist CPA staff with permitting plan development. The plan shall outline the required regulatory agency permits for future construction of the planned CT 5 improvements and shall

include the required permit types and schedule estimates to obtain the permits. The plan shall be submitted to the CPA Environmental department for review and comments.

10. Develop Opinion of Probable Construction Cost (OPCC) of up to three facility improvement options to be developed as part of this feasibility study.

Assumptions and Exclusions (Task 1)

Assumptions and exclusions include the following:

- Any scope items not specifically listed are excluded.
- If protracted delays occur due to no fault by JEG, equitable adjustment to our fee and schedule commensurate with the extent of the delay(s) shall be negotiated.
- CPA shall exclusively handle all communications and information requests to their tenants and cruise company clients.
- The scope excludes design of facility improvements for bidding and construction. All scope items under this task order are limited to conceptual designs and planning activities.
- Any required bathymetric survey information shall be referenced from recent past projects.
- The scope excludes all aspects related to propeller wash and scour analyses. The scope excludes design of scour protection systems.
- CPA shall provide any prescriptive requirements from cruise company tenants, related but not limited to mooring fixture load capacities and vessel mooring design. Additionally, vessel mooring system and related components information shall be provided by cruise companies. In order to maintain the specified design schedule, all information shall be submitted within two weeks from issuance of the notice to proceed.
- Attendance during meetings shall be at the CPA Maritime Center or by teleconference. Physical attendance during meetings outside of CPA property are not included as part of the task order scope. The duration of meetings shall be one hour.

Project Schedule

The services will begin upon receipt of notice to proceed from the CPA. Notice to proceed will be construed as a signed task order as well as the issuance of a purchase order. It is anticipated that Task 1 services will be carried out over a duration of eight months.

Tasks requiring inputs from CPA and their tenants may extend the anticipated duration. If there are protracted delays for reasons beyond our control, we would expect to negotiate with CPA and receive an equitable adjustment of our not-to-exceed budgets and schedule taking into consideration the impact of such delay.

Price

JEG shall be paid on a time and materials not-to-exceed basis as follows:

Labor: \$246,152

Expenses: \$503

\$246,655

Total with Nav Simulation = \$321,655

Optional vessel navigation simulation facility use fees have been estimated as \$75,000. (At CPA's direction)

Monthly invoices shall be submitted based on the approved professional rates at the time services are rendered. Approved expenses shall be reimbursed at cost.

Terms and Conditions

The services outlined in this proposal will be performed under the terms and conditions of the July 16, 2024, Continuing Contract for General Engineering Services and the following terms and conditions:

JEG will reasonably rely upon the accuracy, timeliness and completeness of the information/data provided by the Client or other third parties, without independent verification. Additional effort by JEG due to invalid data or information provided by the Client or other third parties, may entitle Jacobs to additional compensation.

Opinions of Cost

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



Challenging today.
Reinventing tomorrow.

445 Challenger Road
Suite 130
Cape Canaveral, FL 32920
United States T +1.321.779.1236
www.jacobs.com

Acceptance of Proposal

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

Christopher Bowker,
Manager of Projects
Jacobs Engineering Group

October 23, 2026
Date

Accepted By:

CANAVERAL PORT AUTHORITY

Bill Crowe, P.E., P.P.M.
Vice President – Engineering and Construction

Date

Meeting Date

October 28, 2026

**AGENDA ITEM REQUEST**

Section:	Facilities
Item Number:	2.A
Department:	Facilities
Requested Action:	Consideration of authorizing an extension of that certain Agreement for On-Site Assistance and Preventative Maintenance Services between the Canaveral Port Authority and Adelte Technologies, Inc. ("Adelte"); authorize staff to issue a purchase order in the amount of \$726,000 for Contract Year 3 together with budgeting an additional \$150,000 for Additional Services that may be needed. (Steven Shelton / Pablo Ruiz)
<p>Summary Explanation & Background:</p> <p>The CPA owns nine Adelte-manufactured passenger boarding bridges ("PBBs") located at Cruise Terminals 3, 5, 6, 8, and 10. In addition, Adelte performs all maintenance and repairs to the two FMT-manufactured PBBs located at Cruise Terminal 1, for a total of 11 PBBs that transport passengers during embark/debark processes by providing enclosed and elevated passageways extending from the cruise terminal to a cruise ship. The PBBs are highly specialized, technical, proprietary in nature, and each is custom-made for use at CPA's cruise terminals.</p> <p>As background, the Board previously approved that certain Agreement for On-Site Assistance and Preventative Maintenance Services dated December 11, 2024 (the "Agreement"). Under the Agreement, coverage of the PBBs is provided by three full-time/on-site Adelte employees, as well as 24/7 on-call emergency assistance with Barcelona, and Adelte's ability to remotely access and monitor the PBB systems.</p> <p>The Agreement has an initial term of one year expiring December 10, 2025, with up to four (4) one (1) year extension options. Staff requests authorization to exercise the second Extension Term and to approve the Fixed Fee Amount for Contract Year 3 in an amount not to exceed \$726,000.00.</p> <p>In addition, staff requests budgeting \$150,000.00 for Additional Services relating to this equipment that may also be authorized under this Agreement.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No

Financial Review:	Approval recommended. Funding for Contract Year 3 services and the Additional Services allowance is included in the FY27 Operating Budget.
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Attachments:

[FY27 Adelte Agreement.pdf](#)



PORT CANAVERAL, FL, USA

**Proposal for the 2026-2028 Preventive Maintenance
Program and Assistance for the 11 SPBBs at Port Canaveral**

OFFER: BDP2509091

REVISION: 0

Steven Shelton
VP Facilities Optimization
CANAVERAL PORT AUTHORITY
445 Challenger Road, Cape Canaveral, Florida 32920
sshelton@portcanaveral.com

Cape Canaveral, July 24th 2026

SUBJECT: Proposal for a Preventive Maintenance Annual (2026) Program for the 11 SPBBs installed at Port Canaveral, in the Cruise Terminals 1, 3, 5, 6, 8 & 10.

Dear Mr. Shelton,

Following our last conversations, we are providing you with this offer for the Preventive Maintenance annual Program for the 11 SPBBs installed at Port Canaveral.



Cruise Terminal 6, Port Canaveral, Florida

1. INTRODUCTION

Following up on our last conversations regarding the recommended increase of the level of service received by the CPA from ADELTE in relation to the SPBBs installed at Cruise Terminals 1,3, 5, 6, 8 & 10, we are pleased to submit you this proposal for an annual program of an extensive preventive maintenance and a year of continuous assistance of ADELTE Engineers and technicians specialized in troubleshooting and maintenance of boarding bridges, living in Port Canaveral and available to assist the Port on-site.

The price of the proposal would be distributed in the different parts of the following described scope of works, so the Port Authority could decide the level of service to be received.

2. PREVENTIVE MAINTENANCE PROGRAM – SCOPE OF WORKS

The scope of works of this proposal, for one year, has been divided into the following services:

2.1. Continuous assistance and maintenance for 2026 through 2028:

Three (3) ADELTE Full Time Employees (FTE), living in Florida, will be working continuously at the Cruise Terminals embedded in the CPA technician's team; 1 GTS Project Manager, 1 Field Service Engineer & 1 Electro-mechanical Technician. To keep 7 days a week with at least with one ADELTE FTE working on-site, their working schedule would be as follows:

- **FTE 1 (ADELTE GTS Project Manager):** Working on-site from **Monday to Friday, 7:00 a.m. to 3:30 p.m.** unless a ship is scheduled for arrival, the schedule converts to **5:00 a.m. to 1:30 p.m.**
- **FTE 2 (ADELTE Field Service Engineer):** Working on-site from **Tuesday to Thursday and Saturday and Sunday, 7:00 a.m. to 3:30 p.m.**, unless a ship is scheduled for arrival, the schedule converts to **5:00 a.m. to 1:30 p.m.**
- **FTE 3 (ADELTE Electro Mechanical Technician):** Working on-site from **Monday to Friday, 7:00 a.m. to 3:30 p.m.**
- During the **eleven (11) annual federal holidays**, there must always be **one ADELTE FTE** at the Port.

FTE Team Structure and Requirements

- **1 FTE – Electro-mechanical Technician:**
 - Minimum **1 year of related experience.**
 - **ADELTE/FMT training** successfully completed within the first **90 days** of starting the position.
 - Must actively perform preventive and corrective maintenance, operate lifts and tools, and execute hands-on repairs with minimal CPA assistance in coordination with the ADELTE FTEs.
- **1 FTE – ADELTE Field Service Engineer (e.g., Juan Noboa, William Rodriguez, or equivalent):**
 - Minimum **1 year of related experience.**
 - **ADELTE/FMT training** successfully completed within the first **90 days** of starting the position.
 - Must have an **engineering degree** in Electrical or Mechanical disciplines.
 - Shall actively perform preventive and corrective maintenance activities associated with his skill and responsibility, operate lifts and tools, and execute hands-on repairs in coordination with CPA.
 - Capable of reading, interpreting, updating, and modifying schematics.
 - Must lead small groups of CPA and ADELTE technicians in assigned tasks.
- **1 FTE – ADELTE GTS Project Manager (e.g., Bruno Campagnolo, Edgard Caliz, or equivalent):**
 - Minimum **1 year of continuous work for ADELTE as FSE or GTS Engineer.**

- **ADELTE/FMT training** successfully completed within the first **90 days** of starting the position.
 - Must have an **engineering degree** in Electrical or Mechanical disciplines.
 - Capable of reading, interpreting, updating, and modifying schematics.
 - Must lead small groups of CPA and ADELTE technicians in assigned tasks.
 - Must coordinate all activities between ADELTE and CPA, maintain records, track work, and ensure timely communication with ADELTE Spain regarding orders, parts, documentation, SOPs, and manuals.
 - Responsible for ensuring all administrative and coordination efforts between CPA and ADELTE are properly managed.
 - Shall actively perform preventive and corrective maintenance activities associated with his skill and responsibility, operate lifts and tools, and execute hands-on repairs in coordination with CPA.
- 2.2. On-call attendance 24/7: The on-call attendance availability is also offered in this proposal. At any time, including non-working hours and weekends an ADELTE Technical Engineer would be available to assist CPA staff, and will be able to connect remotely to the SPBBs HMI screen and see the messages (if the Remote Access System yearly fee is also contracted), being able to diagnose the problem and assist the Port with any inconvenience that may arise.
- **24/7 support** must be provided by both ADELTE Spain and the USA team.
 - The first point of contact will be the assigned local FTE, followed by the 24/7 on-call number if additional support is required.
 - The call from CPA to ADELTE shall be from a manager.
 - If triggered, a **local ADELTE FTE** must be **on-site within one hour** of the call.
 - A minimum of **4h** will be billed at the agreed rate.
- 2.3. Remote Access System (RAS): This system allows the Engineers worldwide to connect to the SPBBs main HMI screen, where they will be able to see information regarding the SPBB status, as for example the errors messages. This makes it easier and faster to diagnose the issues and to assist the CPA staff to repair or correct any issue that may arise.
- The required material for this system is already installed on the 9 ADELTE SPBBs. However, this system has SIM consumptions cost per SPBB and a supplier line maintenance annual fee.
- 2.4. PBB Training Program in Barcelona, Spain: ADELTE will train a group of a maximum of 5 CPA employees at the Barcelona facilities for one week. The specialized PBB training will be performed by ADELTE's Engineers at both the Barcelona office and at the Port of Barcelona. The travel and accommodation costs will not be covered by ADELTE.

- 2.5. Spare Parts Priority and Expedited Delivery: As part of the Preventive Maintenance Program, CPA will receive priority access to spare parts required to maintain the operational availability of the Passenger Boarding Bridges (PBBs). ADELTE will maintain the necessary spare-parts support through its facilities in the United States and/or Spain and will prioritize the processing, preparation, and shipment of required parts. ADELTE will commit to a maximum delivery lead time of two (2) weeks for spare parts identified as required under the Preventive Maintenance Program, unless otherwise agreed in writing with CPA. Delivery commitments and lead times stated in ADELTE's quotations and offers will constitute the agreed delivery schedule for the applicable order. To protect CPA's operational requirements, any delay attributable to ADELTE, its suppliers, or its logistics arrangements, and not caused by circumstances beyond ADELTE's reasonable control, will be subject to liquidated damages of five percent (5%) of the value of the delayed part(s) or order per week of delay, capped at twenty percent (20%) of the value of the delayed part(s) or order. The parties may establish a different rate for specific critical parts where the operational impact of a delay warrants it. The foregoing provision is intended to compensate CPA for the anticipated operational impact and costs associated with delayed delivery and will be incorporated into the applicable contractual terms, subject to applicable procurement requirements and CPA's legal review.
- 2.6. Access to PBB Drawings and Technical Support: ADELTE will work closely with CPA to provide the technical information, engineering support, and drawings reasonably necessary to allow CPA to identify, source, fabricate, or otherwise obtain replacement parts required to meet its operational deadlines. Upon CPA's request, ADELTE will provide available drawings and technical documentation for PBB components, including, but not limited to, structural components, ramps, glass assemblies, brackets, mechanical components, electrical components, and other parts and assemblies forming part of the PBB system. Where appropriate, ADELTE will provide technical clarification and engineering assistance to support CPA's efforts to locally source or fabricate replacement components. The objective of this support is to minimize equipment downtime, accelerate repairs, and maintain the operational availability of CPA's PBB fleet. Any drawings or technical information provided by ADELTE will remain subject to applicable intellectual-property, confidentiality, safety, and engineering requirements. Fabrication or modification of components by CPA or third parties will be performed in accordance with applicable engineering standards and approved technical requirements.

3. PRICE, TERMS AND CONDITIONS

The following table summarizes the prices for each part of the above-described scope of works:

ITEM	SCOPE OF WORKS DESCRIPTION 2026 SERVICE	TOTAL PRICE (USD)
1.1	Annual continuous assistance & maintenance for 2026 (12 months): Three (3) Full Time Employees working at the Port in the terms specified in the previous page.	\$701,000.00
1.2	On-call emergency assistance 24/7, for one year.	Included
1.3	Remote Access System, sim and line annual fee, for 9 SPBBs.	Included
1.4	Annual specialized PBB training program in Barcelona, Spain	Included
	TOTAL AMOUNT of the proposal 2026	\$701,000.00
	TOTAL AMOUNT of the proposal 2027	\$726,000.00
	TOTAL AMOUNT of the proposal 2028	\$751,000.00

General Terms and conditions

The contract price includes the following:

- Continuous assistance & work of the services described of the ADELTE FTEs living in Florida.
- Delivery of Technical Reports of each SPBB after the annual technical inspection (Once per year).
- On-line / On-call assistance service 24/7 for 12 months.
- Remote access system fees for 12 months.
- All work performed under this contract must include a **minimum 90-day warranty** covering both parts and labor.

The prices do NOT include the following:

- Travel time and travel expenses. There are no trips included from Barcelona.
- Equipment rental: Rental of Man-Lifts/ Cherry Pickers for the works
- Taxes

Specific terms and conditions

TWICs and Badges:

ADELTE will have a consistent crew assigned on a regular basis in Port Canaveral and:

- The two ADELTE FTE will have and maintain TWIC, complying with budging requirements for Project Manager and technicians; and will comply with unforeseen requirements of badge changes.

Emergency Corrective Maintenance:

Works and expenses for an ADELTE FTE during emergency corrective maintenance works would be charged as it follows:

- | | |
|---|------------------|
| • FTE – During the section 2.1 timetable | Included |
| • FTE - For any moment not in section 2.1 timetable | 150 USD/h |

*All the material needed (including transport if it is needed) and the equipment required will be charged separately, as it will depend on each case.

24/7 on-call Attendance - Terms and conditions:

- ADELTE will provide Port Canaveral with a cell phone number to benefit from remote assistance whenever it is required, 24h a day and 7 days a week.
- The cell phone number will be redirected to different experienced Electro-mechanical Engineers of ADELTE's Global Technical Services department, who will assist remotely in less than three hours from reception of the call.
- ADELTE also will send a technical report within 24h from the end of the emergency inspection/corrective visit.

Access to SPBBs PLC for troubleshooting.

- ADELTE will facilitate access to the PBBs PLC CPU for troubleshooting and issues resolution. The access will be from a CPA Laptop and the required software licensed under the CPA. Software access shall be limited to CPA managers, and an NDA agreement shall be signed between CPA and ADELTE.

4. PAYMENT TERMS

ADELTE proposes monthly payments. The total amount to be charged every month should be:

From January to September 2026: **58,416.67 USD/month.**

From October 2026 to September 2027: **60,500.00 USD/month.**

From October 2027 to September 2028: **62,583.33 USD/month.**

5. VALIDITY OF THE OFFER:

90 days.

Trusting that this offer fulfils your requirements, do not hesitate to contact us with any questions or concerns.
Looking forward to hearing from you soon,

Signed,



Alex Sivila
Director – North America
asivila@adelte.com

Accepted,

Steven Shelton
VP Facilities Optimization
sshelton@portcanaveral.com

Meeting Date

October 28, 2026

**AGENDA ITEM REQUEST**

Section:	Facilities
Item Number:	2.B
Department:	Facilities
Requested Action:	Consideration of authorizing staff to enter into a piggyback agreement with TAW Power Systems, Inc. (d/b/a Integrated Power Services) for the purchase of a new generator for the Inter-Agency Maritime Operations Center (IMOC), and to issue a purchase order in the amount of \$104,558.26 for the purchase and installation of the generator, with a 20% contingency in the amount of \$20,911.65, for a combined total not to exceed \$125,469.91. Authorize staff to execute contract documentation following review and approval of General Counsel. (Steven Shelton / Jonathan Hahn)
<p>Summary Explanation & Background:</p> <p>The existing generator at the IMOC is no longer adequate to provide reliable backup power. Purchasing and installing a new generator will provide the IMOC with dependable emergency power, improve the building's resilience, and support current and anticipated electrical loads.</p> <p>New generator \$85,282.28; Removal/ Installation \$19,275.98; Contingency \$20,911.65 - Total Project \$125,469.91.</p> <p>Procurement and pricing are pursuant to piggybacking Sourcewell Contract Kohler Awarded Contract #092222-KOH for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services. Authorize staff to execute contract documentation subject to review and approval by General Counsel.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	Approval recommended. The proposed purchase order to Integrated Power Services (IPS) for the purchase and installation of a new generator for the Inter-Agency Maritime Operations Center (IMOC), in an amount not-to-exceed \$125,469.91, including contingency, is supported by available funding within the approved capital budget.

Attachments:

[IPS IMOC Generators 10.1.26.pdf](#)

[IPS IMOC Generators Installation 10.1.26.pdf](#)

BUYER'S INFORMATION:

Requested by	Jonathan Hahn
Company	Canaveral Port Authority
Site	Canaveral Port IMOC
Address	
Phone	321-386-9833
Email	jhahn@portcanaveral.com
IPS Sales Contact	Adam Levi
Phone	407-221-1177
RE:	IMOC Gen Replacement
Shipping Charge	NOT included, added to invoice, or Freight Collect

QUOTATION NO.	CPA072426 Rev01
DATE	07/22/2026

SUBMIT PURCHASE ORDER TO:
IPS, INC.

IPS Contact	Adam Levi
Title	Account Manager
Address	440 S 78 th St
	Tampa, FL 33619
Phone	407-221-1177
Email	Adam.levi@ips.us

NOTICE: This quotation is void unless accepted within 30 days from date hereof, is based upon material availability, and is subject to change upon notice. However, if IPS elects to perform the services covered by the quotation, in response to an order placed 30 or more days after the date of the quotation, the terms of the quotation will apply.

Jonathan,

Please see attached proposal regarding a (4) new Kohler 130kw Generators.

Item Number	Description	Price Per Unit
Rehiko Model: KD200	Includes the following:	
	Literature Languages	English
	Approvals and Listings	cULus Listing
	Engine	Diesel
	Nameplate Rating	Standby 130C Rise
	Voltage	60Hz, 277/480V, Wye, 3Ph, 4W
	Alternator	KH01183TO4D
	Alt Accessories, Installed	PMG Excitation
	Cooling System	Unit Mounted Radiator, 50C
	Air Intake	Standard Duty
	Controller	APM603
	Enclosure Type	Sound
	Enclosure Material	Aluminum
	Fuel Tank Type	Standard
	Fuel Runtime (Approx.)	24 Hours
	Subbase Fuel Tank Capacity	305 Gallons
	Skid and Mounting	Skid
	Starting Aids, Installed	1800W, 110-120V
	Electrical Accy., Installed	Batt. Rack & Cables
	Electrical Accy., Installed	Battery Charger, 10A
	Electrical Accy., Installed	Common Fault/Run Relay
	Electrical Accy., Installed	15 Relay I/O Board
	Electrical Accy., Installed	Gen. Heater, 208-277V, 85-150W
	Interrupt Rating All LCBs	65kA at 480V
	Duty Rating, First LCB	100% Rated
	Amps, First LCB	1200
	Trip Type, First LCB	Electronic, LSI
	Aux Contact, First LCB	Auxiliary Contact, Qty. 1
	First LCB Frame	PJP
		Sourcewell Member Price: \$ 85,282.28

	Fuel Lines, Installed Fuel System Acc.,Installed Exceeds LTL Shipping Height Miscellaneous Accy,Installed Miscellaneous Accy,Installed Warranty Testing, Additional	Flexible Fuel Lines Fuel Pressure Gauge Add'l Shipping Charge Accepted Coolant in Genset Oil in Genset 5 Year Comprehensive Power Factor Test,0.8,3Ph Only	
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Sourcewell Contract Information:

Offer Based Upon: Sourcewell Pricing breakout below

TOTAL KOHLER GEN LIST PRICE: \$ 117,857.00

Sourcewell MEMBER DISCOUNT: \$ 51,452.01

Sourcewell MEMBER PRICE: \$ 66,404.99

FOB KOHLER,WI

KOHLER Awarded Contract: 092222-KOH

KOHLER Contract Maturity Date: 11/22/2026

NON-KOHLER ITEMS AND MODIFICATION LIST PRICE: \$ 8,005.16

Sourcewell MEMBER DISCOUNT: 5%

Sourcewell MEMBER PRICE: \$ 7,604.91

FREIGHT FROM KOHLER,WI. TO JOBSITE LIST PRICE: \$ 8,955.22

Sourcewell MEMBER DISCOUNT: 5%

Sourcewell MEMBER PRICE: \$ 8,507.46

STARTUP AND SITE TESTING LIST PRICE: \$ 2,910.45

Sourcewell MEMBER DISCOUNT: 5%

Sourcewell MEMBER PRICE: \$ 2,764.93

Sourcewell Member Price: \$ 85,282.28

Estimated Lead Time: 32-34 Weeks

1)This Quotation and the transactions related hereto are governed by IPS. Standard Terms and Conditions (the "Terms and Conditions") which have been provided to Customer and/or are available at <https://www.ips.us/terms-and-conditions-usa/>. Any terms or conditions contained in any purchase order, agreement or other document which are inconsistent with or in addition to the Terms and Conditions are null and void and are superseded by the Terms and Conditions, unless the purchase order, agreement, Terms and Conditions were agreed to in writing and signed by an authorized officer of Integrated Power Services, Inc. No amendment to the Terms and Conditions is valid unless in writing and signed by an authorized officer Integrated Power Services, Inc.

2)Please note this quote is subject to a tariff surcharge which will be estimated based on the current tariff environment. The final tariff surcharge will be updated at the time of invoicing.

3)Unless otherwise noted, the above quotation does not include taxes.

Thanks for the opportunity,

Adam Levi



Adam Levi — *Account Manager*

Phone: [407-423-1886](tel:407-423-1886) • Mobile: [407-221-1177](tel:407-221-1177)

Integrated Power Services

3400 Bartlett Boulevard Orlando FL 32811

BUYER'S INFORMATION:

Requested by	Jonathan Hahn
Company	Canaveral Port Authority
Site	Canaveral Port IMOC
Address	
Phone	321-386-9833
Email	jhahn@portcanaveral.com
IPS Sales Contact	Adam Levi
Phone	407-221-1177
RE:	IMOC Gen Replacement
Shipping Charge	NOT included, added to invoice, or Freight Collect

NOTICE: This quotation is void unless accepted within 30 days from date hereof, is based upon material availability, and is subject to change upon notice. However, if IPS elects to perform the services covered by the quotation, in response to an order placed 30 or more days after the date of the quotation, the terms of the quotation will apply.

Jonathan,

Please see attached proposal to remove the existing IMOC generator and install a KD200 Kohler Generator quoted on a separate estimate.

QUOTATION NO.	CPA072426-2 Rev01
DATE	07/22/2026

SUBMIT PURCHASE ORDER TO:
IPS, INC.

IPS Contact	Adam Levi
Title	Account Manager
Address	440 S 78 th St
	Tampa, FL 33619
Phone	407-221-1177
Email	Adam.levi@ips.us

Item Number	Description	Price Per Unit
FS Removal and Install	<p>IPS to Provide all labor, materials, rigging and support to complete the following:</p> <ul style="list-style-type: none"> - Mechanically disconnect the existing generator, enclosure and fuel tanks. - Ensure proper environmentally safe procedure for emptying and cleaning of fuel tank - Rig onto IPS provided truck - Transport and disposal of old unit - Mechanically install the new unit <p>Canaveral Port will be responsible for the following:</p> <ul style="list-style-type: none"> - Electrical disconnects and connections - Fuel fill on the new unit <p>If generator is purchased through IPS on Quote CPA072426 that purchase includes load bank, test and commissioning on startup.</p>	\$19,275.98

1)This Quotation and the transactions related hereto are governed by IPS. Standard Terms and Conditions (the "Terms and Conditions") which have been provided to Customer and/or are available at <https://www.ips.us/terms-and-conditions-usa/>. Any terms or conditions contained in any purchase order, agreement or other document which are inconsistent with or in addition to the Terms and Conditions are null and void and are superseded by the Terms and Conditions, unless the purchase order, agreement, Terms and Conditions were agreed to in writing and signed by an authorized officer of Integrated Power Services, Inc. No amendment to the Terms and Conditions is valid unless in writing and signed by an authorized officer Integrated Power Services, Inc.

2)Please note this quote is subject to a tariff surcharge which will be estimated based on the current tariff environment. The final tariff surcharge will be updated at the time of invoicing.

3)Unless otherwise noted, the above quotation does not include taxes.

Thanks for the opportunity,

Adam Levi



Adam Levi — *Account Manager*

Phone: [407-423-1886](tel:407-423-1886) • Mobile: [407-221-1177](tel:407-221-1177)

Integrated Power Services

3400 Bartlett Boulevard Orlando FL 32811

Meeting Date

October 28, 2026

**AGENDA ITEM REQUEST**

Section:	Human Resources
Item Number:	3.A
Department:	Human Resources
Requested Action:	Consideration of approving revisions to the Employee Benefits Policy, POL-2014-019-HRO-5
<p>Summary Explanation & Background:</p> <p>Proposed revisions to the Employee Benefits Policy, POL-2014-019-HRO-5, include:</p> <ul style="list-style-type: none"> • Addition of benefits disclaimer language to Section II.B. and C. • Addition of Part Time 30 hours employee classification (Section II.F. 1.2.3.4). The added information outlines eligibility related to insurance benefits, retirement plans, paid time off benefits, and miscellaneous benefits such as EAP, Education Assistance, and the Discretionary Bonus. • The legend was updated with eligibility changes. <p>Minor changes to language/format throughout the Policy.</p> <p>The Employee Benefits Policy, POL-2014-019-HRO-5, Rev 2, was reviewed the Port's Employment Attorney and General Counsel. Representatives of the TWU union have also provided the Policy revisions.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	Funding Review by Finance (Jeff Long/Elena Chari Fernandez): The financial impact of the policy will have nominal, if any, effect on the operating budget. No change is required.

Attachments:

[CPA - General - POL-2014-019-HRO-5 Employee Benefits Rev. 2 10.28.2026_Redline.pdf](#)

[CPA - General - POL-2014-019-HRO-5 Employee Benefits Rev. 2 10.28.2026_Clean.pdf](#)

POLICY Number: POL-2014-019-HRO-5		Effective: October 01, 2014 Revision: February 22, 2017 Revision: <u>October 28, 2026</u>
Section: Thriving With Us	Employee Benefits	Revision <u>21A</u> , supersedes all previous documents (See Revision History)

I. PURPOSE

To describe ~~the CPA's~~ the employee benefits and ~~insurance~~ insurance offerings made available to eligible ~~program~~ employees of Canaveral Port Authority (CPA).

II. POLICY

A. CPA will offer its employees an employee benefit program which, in concert with social programs, strives to offer financial protection against the risks of death, disability, significant illness or injury and provides the opportunity to accumulate resources for retirement.

B. This Policy is intended to provide general information and an overview of benefits made available to CPA employees. Eligibility, enrollment, coverage, exclusions, contributions, claims, appeals, continuation rights, and other terms are governed by the controlling insurance contract, plan document, summary of benefits and coverage, certificate, or retirement plan document, as well as applicable law. For bargaining-unit employees, the applicable collective bargaining agreement may also have relevant details. If this Policy conflicts with any controlling source, the controlling source governs to the extent required by law. Human Resources will maintain and make current governing documents available to employees.

~~B. All information regarding benefits is located in in the Employee Benefits Guide.~~

C. This information will be covered at orientation, and updates will be made available to all employees at relevant times ~~in a timely manner~~. Employees are responsible for timely elections and for promptly reporting changes that may affect eligibility or coverage. Questions should be directed to Human Resources.

D. Open Enrollment

1. CPA holds annual open enrollment for insurance benefits elections for the following year.

~~1-2.~~ During the annual open enrollment, eligible employees may elect, change or cancel coverage for the following year.

E. Employee Benefit Changes

1. Changes to benefit elections must be made during open enrollment unless the employee has a qualifying event that could affect his or her insurance coverage.

~~1-2.~~ Questions concerning changes should be directed to Human Resources.

F. The following charts depict Insurance, Retirement, Other, and Paid Time Off Benefits eligibility by employee classification.

Active Employees

1. Insurance Benefits

Insurance Benefits	Full Time	<u>Part Time – 30 Hours</u>	Part Time Less than 30 Hours	Temporary	Intern	CPA Contributes
Medical Insurance	Employee and dependents	<u>Employee and dependents</u>	Not Eligible	Determined based on the number of hours worked per week	Determined based on the number of hours worked per week	Yes
Dental Insurance	Employee and dependents	<u>Employee and dependents</u>	Not Eligible	Not Eligible	Not Eligible	Yes
Vision Insurance	Employee and dependents	<u>Employee and dependents</u>	Not Eligible	Not Eligible	Not Eligible	Yes
Short Term Disability	Employee Only	<u>Employee Only</u>	Not Eligible	Not Eligible	Not Eligible	Yes
Long Term Disability	Employee Only	<u>Employee Only</u>	Not Eligible	Not Eligible	Not Eligible	Yes
Group and Supplemental Life Insurance	Employee and dependents Only	<u>Employee and dependents</u>	Not Eligible	Not Eligible	Not Eligible	Yes
<u>Group Long-Term Care Insurance</u>	<u>Employee and spouse</u>	<u>Employee and spouse</u>	<u>Not Eligible</u>	<u>Not Eligible</u>	<u>Not Eligible</u>	<u>Yes, at Director level and above</u>

Insurance Benefits	Full Time	<u>Part Time – 30 Hours</u>	Part Time Less than 30 Hours	Temporary	Intern	CPA Contributes
COBRA	Employee and dependents	<u>Employee and dependents</u>	Not Eligible	Eligible if medical benefits elected	Eligible if medical benefits elected	No
Flexible Spending Account	Employee and dependents	<u>Employee and dependents</u>	Not Eligible	Not Eligible	Not Eligible	No

2. Retirement Plans

Retirement Benefits	Full Time	<u>Part Time – 30 Hours</u>	Part Time less than 30 hours	Temporary	Intern	CPA Contributes
401-(a)	Employee Only	<u>Not Eligible</u>	Not Eligible	Not Eligible	Not Eligible	Yes
457-(b) Retirement Plan	Employee Only	<u>Not Eligible</u>	Not Eligible	Not Eligible	Not Eligible	<u>Yes, 50% Employer match up to 6% of annual salary into 401(a) account</u> No
Roth IRA	Employee Only	<u>Not Eligible</u>	Not Eligible	Not Eligible	Not Eligible	No

3. Other Benefits

Other Benefits	Full Time	<u>Part Time – 30 Hours</u>	Part Time Less Than 30 Hours	Temporary	Intern	CPA Contributes
Employee Assistance Program (EAP)	Employee and dependents	<u>Employee and dependents</u>	Employee and dependents	Not Eligible	Not Eligible	Yes
Educational Assistance	Employee only	<u>Not Eligible</u>	Not Eligible	Not Eligible	Not Eligible	Yes
<u>Discretionary Bonus</u>	<u>Eligible</u>	<u>Eligible</u>	<u>Eligible</u>	<u>Not Eligible</u>	<u>Not Eligible</u>	<u>Yes</u>

4. Paid Time Off Benefits

Paid Time Off Benefits	Full Time	<u>Part Time – 30 Hours</u>	Part Time Less Than 30 Hours	Temporary	Intern	CPA Contributes
Birthdays	Yes	<u>Yes</u>	Yes	Not Eligible	Not Eligible	Yes
Holidays	Yes	<u>Yes, if scheduled and work on the observed holiday</u>	Yes, if scheduled and to work on the observed holiday	Not Eligible	Not Eligible	Yes
Sick Leave	Yes	<u>Not eligible</u>	Not Eligible	Not Eligible	Not Eligible	Yes
Vacation	Yes	<u>Yes</u>	Yes	Not Eligible	Not Eligible	Yes
Paid Parental Leave	Yes	<u>Yes</u>	Yes	No	No	Yes

LEGEND

Employee and Dependents	Includes qualified dependents, including qualified domestic partners.
Full Time	Full Time Employee working 40 hours work week
<u>Part Time – 30 Hours</u>	<u>Part Time Employee working 30 hours or more per week but less than 40 hours per week on a regular basis</u>
Part Time Less Than 30 Hours	Part Time Employee working <u>on average</u> less than 30 hours per week.
Temporary	Temporary Employee hired for an assignment during <u>lasting of</u> less than 12 months
Intern	Temporary assignment held by a student or trainee working at a trade or occupation in order to gain work experience
CPA Contributes	Canaveral Port Authority makes some level of financial contribution for this benefit on behalf of the employee.

G. Continuation of benefits:

1. While ~~CPA Canaveral Port Authority~~ may elect to continue these benefits indefinitely, ~~CPA Canaveral Port Authority~~ reserves the absolute right to revise or discontinue entirely any or all of the plans under which these benefits are provided or the benefits themselves at any time with or without advance notice to the full extent permitted by law.
2. All benefits are subject to the provisions of the applicable plan documents. No statement in or omission from this ~~policy~~ (or any other policy or communication to employees) shall modify or affect the summary plan documents which control. ~~And~~

No one person shall accrue any rights because of any statements in, or omissions from this Policy (or by anyone purporting to act for Canaveral Port Authority CPA).

III. **APPLICABILITY:** This policy-Policy applies to all -eligible employees as outlined in this Policy, subject to the applicable governing plan documents. ~~Canaveral Port Authority employees, except as maybe otherwise specifically established by a written agreement signed by CPA's Port Director and Chief Executive Officer applicable to the employee.~~

IV. REFERENCES

1. Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA)
2. Employee Benefits Guide
- ~~2-3.~~ Pay Policy, POL-2014-008-HRO-3
4. ~~POL-2024-001-HRO-3,~~ Paid Parental Leave Policy, POL-2024-001-HRO-3
- ~~3-5.~~ Time Off Policy, POL-2014-018-HRO-5

~~V.~~ **EXCEPTIONS:** Exceptions to this policy-Policy require the prior approval of Human Resources and the Port Director and Chief Executive Officer or his/her designee. No exception may be granted if it would -conflict with applicable law, a controlling plan document or insurance contract.

V.

~~VI.~~

~~VII-VI.~~ **RESPONSIBILITY:** Human Resources has the responsibility for maintaining and updating this Policy.

*Approval Page

Name	Title	Signature	Date
<u>Donna Greenslade</u> Amanda Brailsford Urbina	^A Vice President Vice President, Human Resources, Recreation and Customer Experience (Document Creator and Functional Area Director)		
Craig Langley	Vice President & General Counsel (Legal Representative)		
George P. Kistner III, FCRM, CPE	Assistant Director, Records, Archives, and History (Document Control & Compliance Representative)		
Captain John W. Murray	Canaveral Port Authority Port Director/CEO		
Harold Bistline	^B Port Attorney		
<u>Jerry Allender</u> Micah Loyd	Canaveral Port Authority Commission Chairman		

*If Document Creator and/or Functional Area Director are also a part of the normal review process, a second signature is not required

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Revision History Page

Revision	Effective Date	Changes Made (initial release, *minor amendment, revision, policy review w/change, **policy review w/o change)	Briefly explain the purpose/reason for revision
0	October 1, 2014	Initial Release	Creation Of Document
1	February 22, 2017	Revision	Title II, Section B: "Benefits at a Glance (BAG) changed to "Employee Benefits Guide. Page 3 Legend Table: Removal of PT>30 category for clarification. Some references to "Canaveral Port Authority" changed to "CPA" throughout document.
1A	September 15, 2024	Policy Review w/ Amendment	Sections II.F.4. and IV added Paid Parental Leave reference
<u>2</u>	<u>October 28, 2026</u>	<u>Policy Review and Revision</u>	<u>Section II.B.C. add benefits disclaimer language; F.1.,2.,3.,4. IV. and Legend - Added Part-Time – 30 Hours classification; added 457b employer match and discretionary bonus; Legend removed reference to domestic partners. Updated References section; Minor format and language changes made throughout.</u>

* If change is minor amendment, then only the ~~Assistant~~ Director, Records, Archives, and History is required to review and sign.
 Minor Amendment: **Any change to an existing document that is limited to a clerical or grammatical change or correction that does not change the intent, scope, application or meaning of the document.**

****If no change to policy, Assistant Director, Records, Archives, and History is required to verify and sign.**

Assistant Director, Records, Archives, and History Approval	Date
<u>Signature on File</u>	<u>10/21/2024</u>

<p>POLICY Number: POL-2014-019-HRO-5</p>		<p>Effective: October 1, 2014 Revision: February 22, 2017 Revision: October 28, 2026</p>
<p>Section: Thriving With Us</p>	<p>Employee Benefits</p>	<p>Revision 2, supersedes all previous documents (See Revision History)</p>

I. PURPOSE

To describe the employee benefits and insurance offerings made available to eligible employees of Canaveral Port Authority (CPA).

II. POLICY

- A. CPA will offer its employees an employee benefit program which, in concert with social programs, strives to offer financial protection against the risks of death, disability, significant illness or injury and provides the opportunity to accumulate resources for retirement.
- B. This Policy is intended to provide general information and an overview of benefits made available to CPA employees. Eligibility, enrollment, coverage, exclusions, contributions, claims, appeals, continuation rights, and other terms are governed by the controlling insurance contract, plan document, summary of benefits and coverage, certificate, or retirement plan document, as well as applicable law. For bargaining-unit employees, the applicable collective bargaining agreement may also have relevant details. If this Policy conflicts with any controlling source, the controlling source governs to the extent required by law. Human Resources will maintain and make current governing documents available to employees.
- C. This information will be covered at orientation and updates will be made available to all employees at relevant times. Employees are responsible for timely elections and for promptly reporting changes that may affect eligibility or coverage. Questions should be directed to Human Resources.
- D. Open Enrollment
 1. CPA holds annual open enrollment for insurance benefits elections for the following year.
 2. During the annual open enrollment, eligible employees may elect, change or cancel coverage for the following year.
- E. Employee Benefit Changes
 1. Changes to benefit elections must be made during open enrollment unless the employee has a qualifying event that could affect his or her insurance coverage.

2. Questions concerning changes should be directed to Human Resources.

F. The following charts depict Insurance, Retirement, Other, and Paid Time Off Benefits eligibility by employee classification.

Active Employees

1. Insurance Benefits

Insurance Benefits	Full Time	Part Time – 30 Hours	Part Time Less than 30 Hours	Temporary	Intern	CPA Contributes
Medical Insurance	Employee and dependents	Employee and dependents	Not Eligible	Determined based on the number of hours worked per week	Determined based on the number of hours worked per week	Yes
Dental Insurance	Employee and dependents	Employee and dependents	Not Eligible	Not Eligible	Not Eligible	Yes
Vision Insurance	Employee and dependents	Employee and dependents	Not Eligible	Not Eligible	Not Eligible	Yes
Short Term Disability	Employee Only	Employee Only	Not Eligible	Not Eligible	Not Eligible	Yes
Long Term Disability	Employee Only	Employee Only	Not Eligible	Not Eligible	Not Eligible	Yes
Group and Supplemental Life Insurance	Employee and dependents	Employee and dependents	Not Eligible	Not Eligible	Not Eligible	Yes
Group Long-Term Care Insurance	Employee and spouse	Employee and spouse	Not Eligible	Not Eligible	Not Eligible	Yes, at Director level and above
COBRA	Employee and dependents	Employee and dependents	Not Eligible	Eligible if medical benefits elected	Eligible if medical benefits elected	No
Flexible Spending Account	Employee and dependents	Employee and dependents	Not Eligible	Not Eligible	Not Eligible	No

2. Retirement Plans

Retirement Benefits	Full Time	Part Time – 30 Hours	Part Time less than 30 hours	Temporary	Intern	CPA Contributes
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401(a)	Employee Only	Not Eligible	Not Eligible	Not Eligible	Not Eligible	Yes
457(b) Retirement Plan	Employee Only	Not Eligible	Not Eligible	Not Eligible	Not Eligible	Yes, 50% Employer match up to 6% of annual salary into 401(a) account
Roth IRA	Employee Only	Not Eligible	Not Eligible	Not Eligible	Not Eligible	No

3. Other Benefits

Other Benefits	Full Time	Part Time – 30 Hours	Part Time Less Than 30 Hours	Temporary	Intern	CPA Contributes
Employee Assistance Program (EAP)	Employee and dependents	Employee and dependents	Employee and dependents	Not Eligible	Not Eligible	Yes
Educational Assistance	Employee only	Not Eligible	Not Eligible	Not Eligible	Not Eligible	Yes
Discretionary Bonus	Eligible	Eligible	Eligible	Not Eligible	Not Eligible	Yes

4. Paid Time Off Benefits

Paid Time Off Benefits	Full Time	Part Time – 30 Hours	Part Time Less Than 30 Hours	Temporary	Intern	CPA Contributes
Birthdays	Yes	Yes	Yes	Not Eligible	Not Eligible	Yes
Holidays	Yes	Yes, if scheduled and work on the observed holiday	Yes, if scheduled and work on the observed holiday	Not Eligible	Not Eligible	Yes
Sick Leave	Yes	Not eligible	Not Eligible	Not Eligible	Not Eligible	Yes
Vacation	Yes	Yes	Yes	Not Eligible	Not Eligible	Yes

Paid Parental Leave	Yes	Yes	Yes	No	No	Yes
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LEGEND

Employee and Dependents	Includes qualified dependents
Full Time	Full Time Employee working 40 hours work week
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III. **APPLICABILITY:** This Policy applies to all eligible employees as outlined in this Policy, subject to the applicable governing plan documents.

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2. Employee Benefits Guide
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5. Time Off Policy, POL-2014-018-HRO-5

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Minor Amendment: **Any change to an existing document that is limited to a clerical or grammatical change or correction that does not change the intent, scope, application or meaning of the document.**

**If no change to policy, Assistant Director, Records, Archives, and History is required to verify and sign.

Assistant Director, Records, Archives, and History Approval	Date
Signature on File	10/21/2024

Meeting Date

October 28, 2026



AGENDA ITEM REQUEST

Section:	Information Technology
Item Number:	4.A
Department:	Information Technology
Requested Action:	Consideration of approving staff to issue purchase orders under existing continuing services contracts for physical security system services, integration support, consulting services, and related equipment rentals in an amount not to exceed \$265,900 during FY27. (Mark Lorusso, Luis Cortes)

Summary Explanation & Background:

The Canaveral Port Authority utilizes contracted physical security system services to support the maintenance, repair, relocation, integration, enhancement, and operation of physical security infrastructure throughout Port facilities. These services support access control systems, video surveillance systems, communications infrastructure, and other electronic security technologies that help protect Port assets, personnel, tenants, customers, and visitors.

The FY27 budget includes funding for contracted field technicians, specialized equipment rentals, integration support, and professional consulting services necessary to maintain and enhance the Port's physical security environment. These services provide specialized technical expertise for maintenance, troubleshooting, system integration, engineering support, repairs, upgrades, and security improvement projects.

Services will be procured through competitively awarded continuing services contracts, including:

- CPA On-Demand IT Professional Services Contract RFP 24 5, Category 2 – Low Voltage & Fiber Optic Cabling/Systems.
 - Danella Construction
 - Morse Communications, Inc.
- CPA On-Demand IT Professional Services Contract RFP 26 10, Category 1 – Enterprise Architecture, Planning, and Administration.
 - BlueAlly Technology Solutions, LLC
 - Certified Network Professionals (CNP)
 - SkyHelm, LLC
- CPA On-Demand IT Professional Services Contract RFP 26 10, Category 3 – Electronic/Physical Security Systems.
 - Allied Universal Technology Services, LLC
 - Certified Network Professionals (CNP)
 - Morse Communications, Inc.
 - Stone Security, LLC
- NASPO Security and Fire Protection Services Contract No. 99SWC NV23 16260, Category 14 – Surveillance Services and Equipment, through the piggyback agreement with Stone Security, LLC, approved by the Canaveral Port Authority Board of Commissioners on December 10, 2025.

Approval of this item will allow staff to issue purchase orders during FY27, as needed, to support physical security system maintenance, repairs, equipment relocations, system integrations, consulting services, technology upgrades, and security improvement initiatives.

Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	This is an operational cost and is included in the FY27 Operating Budget.

Meeting Date

October 28, 2026

**AGENDA ITEM REQUEST**

Section:	Information Technology
Item Number:	4.B
Department:	Information Technology
Requested Action:	Consideration of approving a sole-source agreement with Harbour Mastery, Inc. (HMI) for i-Seaports software licensing, support, and maintenance; authorizing staff to execute contract documentation following review and approval by General Counsel; and authorizing the issuance of a purchase order to HMI for a five-year term in an amount not to exceed \$256,250. (Mark Lorusso, Shirley Hansen, Jeff Long)
<p>Summary Explanation & Background:</p> <p>In 2014, CPA authorized the acquisition and implementation of i-Seaports by piggybacking a competitively procured Tampa Port Authority contract. The NetSuite-based system was acquired to support vessel reservations, billing, statistics, reporting, maritime trade agreements, tariff management, property and tenant leasing, and related financial and operational processes.</p> <p>Since implementation, i-Seaports has been extensively configured and customized to support CPA's maritime trade agreements and related business operations. The system incorporates CPA-specific workflows, business rules, data structures, integrations, reports, and custom functionality. HMI has the proprietary knowledge and technical expertise required to license, support, maintain, and enhance the existing implementation.</p> <p>Replacement of i-Seaports would require migration of historical data, redevelopment of customized functionality and integrations, implementation of a replacement platform, extensive testing, and user retraining. Continuing with HMI preserves CPA's investment, maintains operational continuity, and avoids the substantial cost and risk associated with replacing a highly customized business system.</p> <p>As new business requirements evolve, CPA may require additional software modules, subscriptions, enhancements, customizations, or related professional services from HMI. Provided funding has been approved through the annual budget process, subsequent purchase orders under this agreement may be authorized at the staff level for such items that do not exceed \$100,000.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes

Reviewed by Port Attorney:	No
Financial Review:	Funding for the first year is included in the FY2027 Information Technology Operating Budget. Funding for subsequent years is subject to annual budget approval.

Meeting Date

October 28, 2026



AGENDA ITEM REQUEST

Section:	Real Estate
Item Number:	5.A
Department:	Real Estate
Requested Action:	Consideration of approving a piggyback agreement with Founders 3 Management Company based on City of Sanford Contract RFP 21/22-17 for Management and Operation Services for the Marinas currently operating as Cape Marina and Bluepoints Marina. Further, authorizing the Port Director & CEO to execute the piggyback agreement following final review and approval by General Counsel. (Mark Milisits)

Summary Explanation & Background:

Due to the planned development of the new Cruise Terminal 4 (“CT4”) at the site of the property currently operating as Bluepoints Marina, Bluepoints is scheduled to close at the end of 2028. Additionally, the property currently operating as Cape Marina will be redeveloped into a new, full-service marina to accommodate wet slip and dry slip demand from existing Cape Marina and Bluepoints customers, as well as the general public (“New Marina”).

The planned location of the New Marina is currently subject to three leases between Canaveral Port Authority (“CPA”) and Cape Marine Services, Inc. (“CMSI”). Those leases expire on December 31, 2026.

CPA is the owner of Bluepoints, which is currently operated by Bluepoints International Fisheries, Inc. (“BIFI”) pursuant to a Marina Management Agreement, executed on July 1, 2026, for a term up to one (1) year. BIFI has advised CPA of its intention to terminate the Marina Management Agreement no later than May 31, 2027.

To ensure continuity of operations at both Cape Marina and Bluepoints during the development of CT4 and the New Marina, CPA seeks to enter into a piggyback agreement with Founders 3 Management Company (“F3”) for Marina Management and Operation Services (“Agreement”). Management services under the Agreement will commence on January 1, 2027, at Cape Marina (or “Marina One” under the Agreement) and no later than June 1, 2027, at Bluepoints (or “Marina Two” under the Agreement). The Agreement is anticipated to remain in effect through the redevelopment of Cape Marina and the phased wind down of Bluepoints.

Under the proposed arrangement, F3 will manage the day-to-day operations of both Marinas on CPA’s behalf, providing CPA with greater flexibility and control of operations at both marinas during the redevelopment process.

Throughout the term of the Agreement, CPA will retain all marina revenues and pay all operating expenses, including a management fee to F3 for each Marina. The management fee for Cape Marina will be \$9,500 monthly, and the management fee for Bluepoints will be the greater of \$12,000 or 4.5% of revenue (less costs of fuel and goods sold) monthly. In addition, CPA will pay a one-time due diligence and start-up fee of \$22,500 for Cape Marina and \$20,000 at Bluepoints.

Recommendation: Staff recommends approval.

Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	Approval recommended. Agreement is not included in the FY27 Operating Budget. Revenue and operating costs associated with the marina operations will be evaluated and incorporated into the FY28 Operating Budget and future financial forecasts.

Attachments:

[F3 Management Agreement to Piggyback_FINAL.pdf](#)

AGREEMENT TO PIGGYBACK CONTRACT FOR MARINA MANAGEMENT AND OPERATION SERVICES

THIS AGREEMENT TO PIGGYBACK CONTRACT FOR MARINA MANAGEMENT AND OPERATION SERVICES (the “Agreement”) is made and entered into as of the date of the last required signature below (the “Effective Date”), by and between the **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida, whose address is 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920 (“CPA”), and **FOUNDERS 3 MANAGEMENT COMPANY**, a Wisconsin corporation authorized to conduct business in the State of Florida, whose address is 13400 Bishops Lane, Suite 190, Brookfield, Wisconsin 53005 (“OPERATOR”). The CPA and OPERATOR are at times hereinafter referred to respectively as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, the CPA has the legal authority to “piggyback” onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public;

WHEREAS, the OPERATOR has previously entered into a contract (the “Contract”) with the City of Sanford, Florida, a municipal corporation of the State of Florida (the “City”) dated May 5, 2022, a copy of which is attached and incorporated hereto as **Exhibit A**, following the award by the CITY to OPERATOR for “Marina Management & Operation Services (RFP #21/22-17)”;

WHEREAS, the CPA desires to “piggyback” onto the above referenced Contract for utilization of the same or similar marina management and operation services, and the OPERATOR consents to the aforesaid “piggybacking.”

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above stated recitals are true and correct.
2. OPERATOR affirms and ratifies the terms and conditions of the above referenced Contract and agrees to perform the services set forth herein for the CPA in accordance with the terms of the Contract.
3. The CPA agrees to utilize certain marina management and operation services (“Services”) of the OPERATOR in the manner and upon the terms and conditions as set forth in the Contract.
4. Except as otherwise stated herein, the terms and conditions of the Contract shall form the basis of this Agreement with the CPA having the rights, duties and obligations of the City thereunder. Except as otherwise stated herein, references in the Contract to “City”, “City Commission”, “Owner”, “Risk Manager”, “City Manager” or “Assistant City Manager” shall

mean CPA or its designee, references to the “City Attorney” shall mean CPA’s General Counsel or designee, and references to the “Sanford Marina” or “Mooring Field” shall mean the applicable Marina as set forth below. OPERATOR’s Marina Management Scope of Services and Fee Schedule to CPA (“Proposal”) is attached hereto as **Exhibit B**. The Contract and Proposal are hereby incorporated into this Agreement, and if any provision of this Agreement conflicts with any provision of the Contract or Proposal, then the terms, conditions and provisions of this Agreement shall control. The Proposal shall supplement, and shall not supersede or diminish, OPERATOR’s obligations under the Contract.

5. The terms and conditions of the Contract are modified, amended, or supplemented as follows:

5.1 **TERM OF AGREEMENT.** The term of this Agreement shall commence on the Effective Date and shall expire on **September 30, 2027**, unless extended pursuant to Section 1(b) of the Contract or earlier terminated in accordance with the Contract and this Agreement.

5.2 **DESCRIPTION OF PREMISES TO BE MANAGED AND OPERATED (THE PROPERTY).**

Cape Marina. The marina premises currently operating as Cape Marina (“**Marina One**”) is more particularly identified in the map attached hereto as **Exhibit C**.

Bluepoints Marina. The marina premises currently operating as Bluepoints Marina (“**Marina Two**”) is more particularly identified in the map attached hereto as **Exhibit D**.

Marina One and Marina Two are referred to individually as a “Marina” and collectively as the “Marinas”. CPA may terminate Services with respect to either Marina without terminating Services with respect to the other Marina.

Commencement of Services. OPERATOR shall commence management and operation of each Marina separately upon a date designated by CPA (a “Management Commencement Date”). OPERATOR shall commence management and operation of Marina One no later than January 1, 2027, subject to CPA having the legal right to deliver Marina One to OPERATOR for management and operation. OPERATOR shall commence management and operation of Marina Two upon forty-five (45) days written notice of a Management Commencement Date from CPA but in no event later than June 1, 2027, subject to CPA having received the incumbent tenant’s required termination notice and having the legal right to deliver Marina Two to OPERATOR for management and operation. Prior to the Management Commencement Date for either Marina, OPERATOR may perform transition and mobilization activities authorized by CPA but shall not take possession or operational control of the Marina.

5.3 **OPERATOR’S GENERAL DUTIES, RESPONSIBILITIES AND AUTHORITY.**

5.3.1 **Operating Hours.** Section (3)(a) of the Contract is modified to provide that OPERATOR shall staff and operate each Marina during normal business hours

and at other such times as may reasonably be required for Marina operations or directed by CPA.

- 5.3.2 **Customer Communications.** Section 3(d)(9) of the Contract is deleted in full and replaced with the following: “OPERATOR shall properly disseminate to Marina users communications and notices provided or approved by CPA, whether electronically or by posting at the applicable Marina, and shall provide Marina users with such CPA-designated contact information as may be required.”
- 5.3.3 **Fuel Sales.** Section 3(d)(10) of the Contract is modified to provide that OPERATOR shall sell fuel at a Marina only to the extent fuel facilities at such Marina are present, operational and authorized by CPA. CPA may direct OPERATOR to discontinue fuel sales at either Marina upon written notice.
- 5.3.4 **No Alcohol Sales.** Section 3(d) of the Contract is amended to add Section 3(d)(21) as follows: “OPERATOR shall not sell or permit the sale of alcoholic drinks or liquor at either Marina.”
- 5.3.5 **Material Notices.** Section 3(e) of the Contract is modified to require that the notices described herein be promptly provided to CPA’s Director, Real Estate and CPA’s General Counsel, or their respective designees.
- 5.3.6 **Authority to Execute Agreements.** Notwithstanding Sections 3(h) and 7(b) of the Contract, OPERATOR may, as agent for CPA, negotiate and execute agreements reasonably necessary for operation of the Marinas to the extent contemplated by the applicable CPA-approved budget and permitted by CPA’s applicable procurement requirements. OPERATOR shall not enter into any agreement on behalf of CPA having a term extending beyond the then-current term of this Agreement without CPA’s prior written approval.
- 5.3.7 **CPA Data.** Section 3 of the Contract is amended to add Section 3(m) as follows: “All data, records and information collected, created, received, maintained or processed by OPERATOR in connection with the Services, including customer, financial, transactional and operational data (“CPA Data”) shall be and remain the property of CPA. OPERATOR shall use CPA Data solely for the performance of Services under this Agreement and shall not sell, license, disclose, transfer, monetize, or otherwise use CPA Data for any purpose unrelated to the Services. OPERATOR shall ensure that its subcontractors, hosting providers, payment processors, and other service providers are subject to equivalent obligations. OPERATOR shall provide CPA Data to CPA upon request and upon expiration or termination of this Agreement in a reasonably usable electronic format compatible with CPA’s information technology systems. OPERATOR shall have no right to withhold CPA Data. OPERATOR shall utilize only payment-processing systems and services approved by CPA and shall comply with applicable Payment Card Industry Data Security Standard (PCI DSS) and CPA information technology and cybersecurity requirements. OPERATOR shall notify CPA of an actual or potential security breach involving CPA Data as soon as practicable, but no later than twenty-four (24) hours after OPERATOR becomes aware of an actual or potential security breach. OPERATOR shall cooperate with CPA in investigating, mitigating and responding to such security breach.”

5.4 **ADVERTISING AND MARKETING.** Section 6 of the Contract is deleted in full and replaced with the following: “OPERATOR shall not market or promote either Marina, or

use CPA's or a Marina's name, logo or marks for promotional purposes, without CPA's prior written approval."

5.5 PROCUREMENT AND SPENDING CONTROLS. Notwithstanding any provision in the Contract to the contrary, OPERATOR shall procure materials, goods, supplies, fuel, services, maintenance, repairs, and any other items necessary to perform Services in accordance with CPA's Charter, procurement policies, rules and procedures. More specifically, Section 7(d) of the Contract is further modified by deleting "in excess of \$50,000"; Section 12(a)(10) of the Contract is further modified by replacing "\$50,000.00" with "\$10,000.00"; and Section 21(a) is further modified by replacing "\$50,000.00" with "\$10,000.00". OPERATOR shall not expend any sums in excess of **Ten-Thousand Dollars (\$10,000.00)** for expenses not contemplated in the annual operating budget without CPA's prior approval, unless such expenditure is due to an emergency, as deemed by OPERATOR in its sole but reasonable discretion. CPA shall be given immediate notice of the emergency condition and shall be consulted in advance of any expenditure if the emergency condition allows time for such notice.

5.6 PERSONNEL AND STAFFING. Section 9(k) of the Contract is modified in part by adding: "OPERATOR and its personnel shall complete such reasonable training as CPA may require in connection with OPERATOR's performance of the Services."

5.7 FISCAL PROCEDURES. Section 11(a) of the Contract is modified to require OPERATOR to submit to CPA, no later than November 30, 2026, a proposed operating budget for Marina One for the period beginning on its Management Commencement Date and ending September 30, 2027. Following receipt of the 45-day Notice of Marina Two's Management Commencement Date and prior to taking operational control of Marina Two, OPERATOR shall submit to CPA a supplemental budget amendment incorporating Marina Two into the approved operating budget.

5.8 REVENUES AND EXPENDITURES.

5.8.1 CPA Marina Bank Account. CPA and OPERATOR shall establish one CPA-owned bank account (the "CPA Marina Bank Account") through which OPERATOR shall conduct the financial transactions of both Marinas. All revenues from the Marinas shall be deposited into the CPA Marina Bank Account and all authorized Marina expenses shall be paid from that account. OPERATOR shall prepare and provide CPA monthly bank reconciliations of the CPA Marina Bank Account and shall separately track revenues and expenses attributable to each Marina within its management and financial system.

5.8.2 Monthly Financial Reporting. Section 12(a)(16) of the Contract is modified by replacing "15th day" with "10th day" and by requiring the monthly financial reporting package to include a balance sheet.

5.9 COMPENSATION TO THE OPERATOR. Section 13(a)(1) of the Contract shall remain in effect, except that references to years 1-10 are deleted. Section 13(a)(2) of the Contract is deleted in full and replaced with the following:

Commissioning Fee. CPA shall pay OPERATOR a commissioning fee of **Twenty-Two Thousand, Five Hundred Dollars (\$22,500.00)** for Marina One and **Twenty-Thousand Dollars (\$20,000.00)** for Marina Two. The commissioning fee is a one-time fee and shall not become due merely upon execution of this Agreement. OPERATOR shall be entitled to the commissioning fee for each Marina only upon CPA's written notice of the Management Commencement Date authorizing OPERATOR to commence commissioning and transition activities for that Marina. The commissioning fee is all-inclusive of travel and any related commissioning expenses unless otherwise approved by CPA in writing.

Marina One Management Fee. Beginning on Marina One's Management Commencement Date, the CPA shall pay OPERATOR a monthly management fee of **Nine-Thousand, Five-Hundred Dollars (\$9,500.00)**, as set forth in the Proposal, to be debited from the CPA Marina Bank Account.

Marina Two Management Fee. Beginning on Marina Two's Management Commencement Date, the CPA shall pay OPERATOR a monthly management fee equal to the greater of **Twelve-Thousand Dollars (\$12,000) or four and one-half percent (4.5%) of Revenue (defined as Gross Profit, or Total Revenue less Costs of Goods Sold) generated by Marina Two during the applicable month**, as set forth in the Proposal, to be debited from the CPA Marina Bank Account.

5.10 INSURANCE. Section 25 of the Contract shall remain applicable, except that:

- Section 25(b)(1) shall require Workers' Compensation coverage in accordance with applicable state and federal laws including, where applicable, the Longshore and Harbor Workers' Compensation Act, Jones Act, and other applicable federal maritime workers' compensation laws, with Employers' Liability limits of not less than \$500,000 each accident, \$500,000 disease policy limit, and \$500,000 disease each employee.
- Sections 25(b)(2), 25(c), and 25(d) are modified to require liability coverage to be provided through a Commercial Marine/Marina Operators Liability policy or package, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, to include, as applicable to OPERATOR's Services, Commercial General Liability, Marina Operators Legal Liability, Protection and Indemnity, contractual liability, vessel operations liability, and sudden and accidental pollution liability.
- Section 25(b)(6) is modified to require Cyber Liability limits of \$2,000,000.
- OPERATOR shall maintain Marine Excess Liability and/or Bumbershoot Liability coverage of not less than \$5,000,000 per occurrence and in the aggregate. Such coverage shall apply in excess of and follow form over applicable Commercial General Liability, Automobile Liability, Employers' Liability, Protection & Indemnity, Marina Operators Legal Liability, and Commercial Marine Liability coverages. Protection & Indemnity coverage shall apply to all owned, leased, hired, borrowed, chartered, operated, or controlled watercraft utilized in connection with OPERATOR's Services. Coverage shall include bodily injury, property damage, crew liability, passenger liability, contractual liability,

wreck removal liability, and other customary maritime liabilities arising from vessel operations.

- OPERATOR shall maintain Marine Pollution Liability coverage with limits of not less than \$5,000,000 per incident and annual aggregate, including coverage for cleanup costs, third-party bodily injury and property damage, natural resource damages, fuel transfer operations, marina fueling operations, and defense expenses arising from pollution incidents.
- To the extent OPERATOR utilizes personnel aboard vessels or performs vessel maintenance, repair, movement, launch and retrieval, operational testing, sea trial activities, or similar marine services, required insurance shall include Jones Act liability, General Maritime Law liability, and coverage for claims arising from vessel operation, vessel movement, custody and control activities, and sea trial operations conducted by Operator or its subcontractors.
- CPA shall be named as an additional insured on all applicable liability policies, which shall be primary and non-contributory to any insurance maintained by CPA. OPERATOR shall provide to CPA the applicable Certificates of Insurance naming CPA upon request. OPERATOR shall require any subcontractor or vendor performing Services at either Marina to maintain insurance appropriate to the work performed, name CPA as an additional insured on all applicable policies, and provide primary and non-contributory coverage and waiver of subrogation to CPA.

Insurance Costs. Section 12(a)(11) is deleted and replaced with the following: “Costs of insurance required to be maintained by OPERATOR pursuant to Section 25(b), as modified by this Agreement, to include Workers Compensation, General Liability, Automobile Liability, Employee Dishonesty, Employment Practices and Cyber Liability, shall be borne solely by OPERATOR and shall not be reimbursable by CPA or payable from the CPA Marina Bank Account. The actual costs of procuring and maintaining all other insurance required by Section 25 of the Contract, as modified by this Agreement, shall be eligible for reimbursement as a Marina operating expense, but only to the extent included within a CPA-approved budget or otherwise approved in writing by CPA.”

Timing of Required Insurance. Notwithstanding Section 25(i) of the Contract, OPERATOR shall have in full force and effect as of the Effective Date of this Agreement, and shall continuously maintain thereafter, Workers Compensation, Commercial General Liability, Automobile Liability and Cyber Liability Coverage required by Section 25(b), as modified by this Agreement, and shall furnish evidence of such coverage to CPA. All other insurance required by Section 25 of the Contract, as modified by this Agreement, may be procured following CPA’s approval of the applicable budget; however, all such coverage shall be in full force and effect, with evidence thereof to CPA, no later than two (2) business days before the Management Commencement Date for the applicable Marina. Prior to such coverage becoming effective, OPERATOR shall not perform any activity for which such coverage is required.

5.11 **INVENTORY.** Section 27(a) of the Contract is modified by replacing “Effective Date” with “applicable Management Commencement Date.” Section 27(c) of the Contract is

deleted in full and replaced with the following: “At least once annually during the term of this Agreement, OPERATOR shall update the inventory of fixed assets for each Marina to reflect additions and deletions and shall provide that inventory to CPA.”

5.12 PUBLIC RECORDS LAW. The CPA is a public entity subject to Chapter 119, Florida Statutes (“Florida Public Records Law”). In the performance of the services set forth herein, both parties shall comply with Florida’s Public Records Law. **IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR’S DUTY TO PROVIDE PUBLIC RECORDS PERTAINING TO THIS CONTRACT, CONTACT THE CPA’S CUSTODIAN OF PUBLIC RECORDS AT (321) 783-7831, publicrecords@portcanaveral.com, or Canaveral Port Authority, 445 Challenger Road, Suite 301, Cape Canaveral, FL 32920, Attn.: Records and Information Manager.**

5.13 NOTICES. Except as otherwise expressly provided in this Agreement or the Contract, all notices required or permitted shall be given in writing by mailing the notice to the other party, by registered or certified mail, postage prepaid, or by overnight courier, with delivery fees prepaid. The date of mailing shall be deemed to be the date of service. If the deadline for notice hereunder falls on a weekend or legal holiday, the notice shall be timely given on the next business day.

Notices to CPA shall be sent to: Canaveral Port Authority 445 Challenger Road, Suite 301 Cape Canaveral, Florida 32920 Attn.: Director, Real Estate With copy to (at same address): Attn.: VP & General Counsel	Notices to OPERATOR shall be sent to: Founders 3 Management Company 13400 Bishops Lane, Suite 190 Brookfield, WI 53005 Attn.: John Matheson, President
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5.14 ARBITRATION AND GOVERNING LAW. Notwithstanding any other provision in the Contract to the contrary, there shall be no arbitration with respect to any dispute between the Parties arising out of this Agreement. Dispute resolution shall be through voluntary and non-binding mediation, negotiation, litigation in the Court of appropriate jurisdiction in Brevard County, Florida with Parties bearing the costs of their own legal fees with respect to any dispute resolution including litigation and appeals.

5.15 LIMITATION OF INDEMNITY. Notwithstanding Sections 15(b), 18, 25(p), 25(s), 25(w), and 34 of the Contract, or any provision of the Proposal: (a) OPERATOR's obligations to indemnify, hold harmless, or defend CPA shall apply only to the extent a claim, loss, or expense is caused by the negligent acts, errors, omissions, or willful misconduct of OPERATOR or those for whom OPERATOR is legally responsible, and shall not apply to the extent caused by CPA, its officers, employees, agents, contractors, or any prior operator or

tenant, or by conditions existing before the applicable Management Commencement Date (except to the extent OPERATOR breached its obligations pursuant to this Agreement or OPERATOR's acts or omissions exacerbated such condition); (b) OPERATOR's aggregate liability to CPA for OPERATOR's indemnification obligations per claim under Sections 15(b), 18, 25(p), 25(s), and 25(w) shall not exceed the applicable combined limits of primary and excess insurance required to be maintained by OPERATOR under Section 25 of the Contract, as modified by this Agreement.

6. **COUNTERPARTS; ELECTRONIC SIGNATURES.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. Execution and delivery of this Agreement by electronic exchange bearing the copies of a party's signature shall constitute a valid and binding execution and delivery of this Agreement by such party.

7. All other provisions in the original Contract are fully binding on the Parties and will represent the Agreement between the CPA and the OPERATOR.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date written below.

“CPA”:

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

By:

Capt. John W. Murray
Port Director & CEO

Date:

[SIGNATURES CONTINUED NEXT PAGE]

“OPERATOR”:

**FOUNDERS 3 MANAGEMENT
COMPANY**, a Wisconsin corporation,

By: _____
John Matheson
As Its: President

Date: _____

Exhibit A

The “Contract”

(48 pages to follow)

SANFORD MARINA (RFP 21/22-17)
MANAGEMENT AND OPERATION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of May between the City of Sanford, Florida, a municipal corporation of the State of Florida, whose address is 300 North Park Avenue, Sanford, Florida 32771, hereinafter referred to as the "City" or "Owner", and Founders 3 Management Company, a foreign corporation established in the State of Wisconsin, but authorized to do business in the State of Florida, whose address is 252 East Highland Avenue, Milwaukee, Wisconsin 53202, hereinafter referred to as the "Operator".

Whereas, the City is the owner of a marina identified as the "Sanford Marina" which is located on the Sanford waterfront of Lake Monroe and is further described in Section 2 of this Agreement; and

WHEREAS, the City desires to engage an operator who has special and unique competence and experience providing marina management and operation services to manage and operate the CITY's Sanford Marina; and

WHEREAS, the City desires to engage an operator on or before May __, 2022, to begin an expedited transition and stabilization plan to transfer current operations of the Sanford Marina to the Operator by May 31, 2022; and

WHEREAS, the Operator represents that it is duly licensed, authorized to do business in the State of Florida, and that it has such competence and experience in providing marina management and operation services to manage and operate the Sanford Marina; and

WHEREAS, the City in reliance on such representation has selected the Operator in accordance with the requirements of law; and

WHEREAS, at the Sanford City Commission Meeting of March 28, 2022, the award of

the marina management and operation services for the Sanford Marina was duly considered and awarded to the Operator; and

WHEREAS, the Operator has fully agreed to abide by all stipulations set forth in this Agreement and pertinent requirements thereto.

NOW, THEREFORE, in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Operator and the City agree as follows:

SECTION 1. TERM OF AGREEMENT.

(a). The initial term of this Agreement shall commence on _____, 2022, or whatever earlier date that the City designates for the Operator to commence the expedited transition and stabilization plan to transfer current operations to the Operator (the "Effective Date") and shall end on September 30, 2027.

(b). This Agreement may be administratively renewed and amended, in writing, by the mutual consent of the Sanford City Manager and the Operator on a yearly basis for up to a total of 5 additional years.

(c). Both the initial term and any subsequent renewal terms are subject to the annual appropriation of funds by City Commission of the City of Sanford. In the event sufficient budgeted funds are not appropriated for any fiscal year, this Agreement shall terminate on the last day of the then current fiscal year without expense or penalty to the City and no further obligations for payments of fees contained herein.

SECTION 2. DESCRIPTION OF SANFORD MARINA TO BE MANAGED AND OPERATED (THE PROPERTY).

(a). The Sanford Marina is located on Lots 4, 5, 6 and 8 and includes the east 75' of Lot 7 and which includes the Harbormaster/Store Dry Storage Building, the existing East and

West Basins areas and the Sanford Marina accessory boat facility, the Public "free" slips, the entire southern parking lot to the lease line of the "pizzeria" building and all other ancillary facilities thereof (hereinafter referred to collectively as the "Sanford Marina"). The Sanford Marina is depicted in Exhibit "A" which is attached hereto and incorporated herein by reference.

(b). Pursuant to this Agreement, the Operator shall have a license to occupy a portion of the Harbormaster/Store Dry Storage building identified on Exhibit "A" for use as office space by Operator's employees in relation to the services to be provided in this Agreement and for customer service for Sanford Marina customers. This license conveys no property vested interest in the Sanford Marina to the Operator and shall automatically end when this Agreement terminates. Operator acknowledges that it is familiar with overall operations and management of Marina in general and with the Sanford Marina in particular. Operator further acknowledges that it has read and is familiar with the current Sovereignty Submerged Land Leases, governing the operation of the Sanford Marina and Mooring Field, which are subject to this agreement, and further agrees to comply with any future FDEP Environmental Resource Permits and Army Corps of Engineer Permits that may be issued to the Sanford Marina.

SECTION 3. OPERATOR'S GENERAL DUTIES, RESPONSIBILITIES AND AUTHORITY.

(a). The Operator shall manage and operate the Sanford Marina as a public marina and recreation facility offering dockage and other Sanford Marina related services for the use of vessel owners and the general public which operations shall ensure that the Sanford Marina is staffed and operated, at a minimum, from 8:00 a.m. through 6:00 p.m., 365 days per year and after hours as may be agreed to by the City or as may be established in fees, charges and rates for after-hours services.

(b). The Operator shall perform all duties assigned in a careful, diligent, efficient,

prudent and vigilant manner. Except where specifically provided, and subject to the funding limitations in the City's annual operating budget, the Operator shall perform the services described herein at the City's expense.

(c). The Operator shall operate the Sanford Marina and Mooring Field in compliance with all terms and conditions of the State and Federal leases and permits.

(d). Without limiting the specificity of other provisions of this Agreement, required services shall, at a minimum, include the following the costs of which shall be included in the base management fee (as described in Section 13 below) :

(1). Executing and managing slip space and buoy leases on behalf of the City for docking and mooring of boats. Management responsibilities include receipt of rental and other payments due, responding to tenant concerns, enforcing and monitoring tenant compliance with lease provisions and applicable City ordinances, rules and regulations. The Operator shall use its best efforts to enforce and perform all City's obligations under all government authorizations, contracts, service agreements and other documents in effect with respect to the Sanford Marina, shall enforce compliance with tenants, guests or invitees with all obligations under such documents, slip rental or mooring agreements (including the service of any and all notices necessary and appropriate for the eviction of any tenant), and otherwise shall enforce or cause the enforcement, in a manner approved by the City, of contractual agreements in effect with respect to the Sanford Marina, to the end that City's interest in the Sanford Marina shall be preserved and no default chargeable to the City shall exist thereunder. In no

event shall legal counsel be retained for any such purposes, nor shall any such legal proceedings be commenced without prior consent of the City. The City has the right to insist that Operator rely upon the City Attorney or other legal counsel employed by the City in the prosecution or defense of any legal matter concerning the Sanford Marina. Also, and with the City's prior written approval, arranging for non-judicial sale of vessels moored in the Sanford Marina in accordance with Federal maritime law as supplemented by the laws of the State of Florida. The Operator shall use only those dock slip spaces or mooring leases that are provided or approved by the City.

(2). Management and maintenance of docks and moorings to provide safe mooring facilities for vessels and hazard free access for vessel owners. Creation of maintenance schedules for preventative maintenance and inspections.

(3). Collaborate and cooperate with the City to develop strategic short- and long-term plans for capital projects and the reconstruction of the physical and operational condition of the Sanford Marina.

(4). Maintenance of all the recreational walkways in a manner that ensures the public full and free access, except those walkways where boats are docked; and operation of designated marine exhibits, and marine-oriented attractions.

(5). Enhancement of the appearance and function of the ships store to provide easy access to supplies and convenience items for boaters. Sale of bait, tackle, ice, and other sundries incidental to the boating public's needs

or executing leases of equipment or other products on behalf of the City for the ships store.

- (6). Maintaining a list of appropriately insured boat and marine equipment maintenance and repair technicians for referral on a non-exclusive basis, for general minor repairs and servicing of boats while docked or moored in the water only.
- (7). Conducting a detailed Sanford Marina physical audit to fully document and understand physical assets. Noting electrical and water shut offs, panels, switches, etc. on-site plan in the event of an emergency.
- (8). Providing a safe and secure environment for the boaters and the public 365 days a year by providing an emergency call number and contact 24 hours a day, 7 days a week. Provide, manage, invoice, and collect payments/dues for, cable, Wi-Fi, telephone, electrical, and other utility services provided through the City. Responsibilities include monitoring tenant usage and responding to service complaints, including by contacting the utility provider. The cost of obtaining these utility services shall be incorporated into the Sanford Marina's annual operating budget.
- (9). Operation of an Information Center and telephone, mail, and messages services.
- (10). Sale of fuel.
- (11). Management and maintenance of shower, restroom, and laundry facilities for the use of persons docking at the Sanford Marina.
- (12). Operation of other profit centers to be approved by the City.

- (13). Attending all meetings related to the Sanford Marina functions sponsored by local boating and/or recreational groups or businesses, and any similar groups upon the City's request.
- (14). Publishing a monthly electronic newsletter. Provide weekly executive summaries and monthly financial reports to the City.
- (15). Maintaining the Sanford Marina's compliance with the State of Florida's Clean Vessels/Clean Sanford Marina Program. Ensure compliance with any grants.
- (16). Provide, manage, invoice, and collect payments for vessel pump out services.
- (17). Providing the City reasonable assistance in obtaining and maintaining all required Federal and State permits including, but not limited to, the calendar of deadlines for permit applications and renewal, and in complying with the conditions of such permits when issued.
- (18). Provision of any other management/operator services approved by the City during annual operating budget approval process.
- (19). Support the City's Fourth of July celebration as determined by the City to ensure that the use of the Sanford Marina and Northshore area for the City's set up and event is critical for the City's tourism and economic development goals and programs. For example, the dates for 2022 will be July 1 through Tuesday July 5 with the City. However, when July 4 falls on or near a weekend, it is critical for the Operator to have the ability to barricade the Northshore earlier in the set-up process in order to keep vehicles and

trailers out of the area, as they will remain on the water for extended periods of time and tend to interfere with the actions and activities

(20). Provide boat slip(s) for the City's Fire/Rescue and other public safety vessels.

(e). The Operator shall promptly forward to the City any and all notices with respect to the Sanford Marina received from any governmental or quasi-governmental agency or authority and notices received from any person, party or entity, which notices in Operator's reasonable judgment, may have a material and adverse impact on the value, operations, financial liabilities or use of the Sanford Marina which notices shall be sent to:

Norton N. Bonaparte, Jr., ICMA-CM
City Manager
City Hall
300 North Park Avenue
Sanford, Florida 32771-1788

(f). The Operator shall not knowingly use or suffer the use of the Sanford Marina for any illegal or otherwise prohibited purpose or for any purpose that:

- (1). Could void or render voidable any policy of insurance held by the City or the Operator.
- (2). Could prohibit the procurement of required insurance from companies acceptable to the City.
- (3). Could render uncollectible any loss insured under any insurance policy held by City or Operator.
- (4). Would materially reduce the value of the Sanford Marina.
- (5). Would otherwise be in violation of any Legal Requirements as defined herein and the Operator shall not commit or allow to be committed,

any action under its control which will cause a violation of the terms or conditions thereof.

(g). The Operator shall use all reasonable efforts to secure full compliance by all tenants, guests, and invitees of the Sanford Marina with all herein requirements in the contract documents and the and the City's policies, codes, ordinances, rules and regulations.

(h). Except where specifically authorized under or pursuant to this Agreement, the Operator shall not hold itself out as having any authority whatsoever to approve any contract or expenditure for or on behalf of City with respect to the Sanford Marina or any portion thereof, whether for maintenance, repair, restoration or otherwise.

(i). The City reserves the right to access and inspect the Sanford Marina at all times, including for the purpose of performing unannounced cash audits and inventory reviews. The Operator shall make all areas of the Sanford Marina available for such inspections at any time. If requested by the City, an employee of the Operator shall accompany on such inspections

(j). All improvements and fixtures located at the Sanford Marina, and all equipment, supplies, and other items of personal property included in the inventory referenced below or constructed, installed or located at the Sanford Marina or purchased with City funds, shall be the property of the City. Upon expiration or termination of this Agreement, possession and title to all such property shall be peacefully surrendered and delivered to the City.

(k). All the services to be provided or performed by the Operator shall be performed in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any Federal, State or local regulatory agency constituting a legal requirement.

(l). Time is of the essence with respect to this Agreement and each of its provisions.

SECTION 4. RATES AND FEES.

(a). Except for vessel fuel prices, which fluctuate with the market rate, all vessel mooring rates and fees for operating revenues shall be set by the City. However, consideration shall be provided to recommendations from the Operator.

(b). The Operator shall annually, or as otherwise agree to by the City, perform a survey and analysis of comparable marina rates and fees for reference when developing the annual operating budget for the Sanford Marina.

(c). The Operator's proposed fee structure to the City shall be sufficient to fund the Sanford Marina management and operations and maintenance costs including personnel costs, operating expenditures and Operator's fees.

SECTION 5. SANFORD MARINA RULES AND REGULATIONS.

(a). The Operator shall assist the City in developing comprehensive policies and procedures for operation and maintenance of the Sanford Marina as well as conduct of vessel owners and the public and shall oversee compliance with the City's rules and regulations regarding the conduct of vessel owners and others using the Sanford Marina.

b). The Operator shall ensure that current rules are and regulations are furnished to each and every user, tenant and concessionaire and that the rules are prominently displayed in the Sanford Marina office.

(c). The Operator may from time-to-time make recommendations to the City for revising the rules and regulations. All changes to rules and regulations are subject to Sanford City Manager's approval. Additionally, the Operator may develop for the City's consideration additional policies and procedures with respect to the installation of new features and profit centers for approval by the City.

SECTION 6. ADVERTISING AND MARKETING.

(a). The Operator, as part of the base management fee, shall provide an aggressive and comprehensive marketing and advertising program in order to stimulate the general business of the Sanford Marina.

(b). The Operator shall undertake an aggressive program to inform the public of the availability of services at the Sanford Marina.

(c). The Operator shall develop policies and procedures with respect to advertising and publicity of the Sanford Marina for the purpose of creating the greatest possible net income, consistent with the operation of a public marina and recreational facility.

(d). The Operator shall work diligently with area merchants and businesses to develop an integrated program of auxiliary services, such as hotel accommodations, car rentals and other services for Sanford Marina users.

SECTION 7. CLEANING, MAINTENANCE AND REPAIR.

(a). The Operator shall maintain the Sanford Marina in a safe, attractive, neat, clean and sanitary condition at all times and perform any necessary repairs to keep the Sanford Marina free from hazardous conditions and/or deterioration to the satisfaction of the City.

(b). In and to the extent contemplated in the annual operating budget, and otherwise subject to prior written approval from the City, which may be granted or withheld in its sole discretion, the Operator may enter into an agreement in its own name with one or more maintenance contractors for the maintenance of the Sanford Marina. Upon the execution of such maintenance agreement, the Operator shall provide to the City a fully executed copy of the agreement. In any event, such maintenance agreement shall provide that without the prior written consent of the City, which may be reflected by the inclusion of an appropriate line item in

the annual operating budget or otherwise may be granted or withheld in City's sole discretion, no maintenance shall be performed on the Sanford Marina or any portion thereof that would cause the total cost of all maintenance for the Sanford Marina during the fiscal year in which such maintenance is performed to exceed the amount specified thereof in the annual operating budget.

(c). Maintenance shall include, but not be limited to, all ordinary and extraordinary repairs, cleaning, sweeping, painting, landscaping and seasonal decoration and alteration, including, but not limited to, electrical, plumbing, carpentry, masonry, HVAC, roofing and such other routine repairs as are necessary or reasonably appropriate in the course of the maintenance of the Sanford Marina (subject to the limitations of this Agreement); provided, however, that without the prior written approval of the City, which may be granted or withheld in its sole discretion, no expenditures shall exceed in the aggregate in any calendar year the amount specified therefore in the annual operating budget.

(d). With respect to any maintenance and repairs to be performed by anyone other than an employee of the Operator, the Operator shall procure services in excess of \$50,000 in accordance with City policies, codes, ordinances, rules and regulations, to the extent reasonable and practicable.

(e). The Operator shall include in the annual operating budget adequate funds necessary for cleaning, maintenance and repairs of the Sanford Marina including, but not limited to, the following:

(1). Repair and maintain docks and moorings as required to ensure sound structural integrity and safe condition.

(2). Cleaning and maintenance including, at a minimum, but not

limited to, janitorial services and regularly scheduled cleaning and maintenance, shall be provided so as to maintain the Sanford Marina in good, clean, and sanitary condition, free from hazardous conditions and deterioration.

(3). Provide grounds maintenance such as mowing, trimming of bushes and trees, edging, fertilizing and flower bed upkeep.

(4). Visual inspections in order to keep reasonably informed of the potential need for repair or replacement of the Sanford Marina and related City facilities and any potentially hazardous conditions on or at the Sanford Marina.

(5). Processing repairs and minor replacements of Sanford Marina facilities and to procure the needed services from contractors or the City. Services may also be performed by Sanford Marina staff provided that those performing the services have adequate experience, skills and knowledge to perform the services.

(6). Capital improvements and the replacement of Sanford Marina facilities totaling \$5,000.00 and above shall be managed by the City. The Operator shall assist and support the City as needed including, but not limited to, the development of the needs assessment, assistance during design and construction as needed, etc. The City may delegate the management of certain capital improvements to the Operator. The Operator must have the opportunity to provide a quote for extraordinary oversight of significant capital improvements if it will require oversight/time from the Operator.

(f). The Operator shall immediately apprise the City if hazardous conditions exist on or at the Sanford Marina, or if there is an imminent need for repairs or replacement needed not covered in the annual operating budget.

(g). The Operator shall take reasonable steps necessary to protect the safety of the Sanford Marina and its occupants and property in the event of an emergency without prior City authorization but shall inform the City of such steps as soon as reasonably possible.

(h). In connection with any labor or materials provided in connection with any maintenance, repairs or improvement work performed for the Sanford Marina, the Operator shall take all the steps necessary or appropriate to maintain the Sanford Marina free and clear of all liens, levies and attachments including, but not limited to, any construction, workers', mechanic's or materialmen's lien or claims of lien. Such steps shall in any event include, at a minimum, obtaining from all providers of labor and materials for which the cost thereof is \$10,000.00 or more, construction, workers', mechanic's and materialmen's lien releases.

SECTION 8. SECURITY SERVICES.

The Operator shall provide all reasonable measures necessary to maintain the Sanford Marina secured at all times and provide an emergency call number year-round as part of the base management fee.

SECTION 9. PERSONNEL AND STAFFING.

(a). The Operator shall be responsible to provide its own management, operations and support staff in accordance with the needs of the Sanford Marina. Under no circumstances shall the Operator's employees be deemed to be City employees.

(b). The Operator shall provide competent, skillful, personnel to fulfill the Operator's obligations under this Agreement.

(c). At all times while on the Sanford Marina or conducting the business of the Sanford Marina in the name of the City, the Operator's personnel shall act courteously and in accordance with the highest professional standards and shall be well groomed in appearance.

(d). The City shall have the right to require the Operator to remove from the Sanford Marina any personnel who do not meet the requirements of this Agreement.

(e). The Operator shall ensure that all such personnel have and wear shirts or uniforms with the logo and name of the Sanford Marina and badges identifying personnel as personnel of the Operator. No product or service advertisements may be included on such materials, although the Operator's name or logo may be included.

(f). The Operator shall have the responsibility of hiring, disciplining and discharging all of its employees to fulfill the requirements of this Agreement. All employees so employed shall be employees of the Operator and not the City.

(g). The Operator shall not use contract workers unless such workers are engaged through an acceptable employment organization approved by the City.

(h). The Operator shall establish and implement an acceptable hiring plan that does not discriminate based on race, creed, color, sex, age or national origin, or violate any Federal, State or local discrimination statute, law, rule, regulation, code or ordinance. The Operator further covenants and agrees that it shall not discriminate as to race, color, creed, sex, age or national origin or engage in any type of discriminatory practice in the use of Sanford Marina or in the employment of its personnel.

(i). All personnel assigned by the Operator to the Sanford Marina shall go through shall be reviewed fit to perform the duties and pass background checks to the extent permissible by law. As a government contractor, the Operator shall abide by the provisions of the Drug-Free

Workplace Act of 1988 and Section 287.087, *Florida Statutes* and shall make a good-faith effort to maintain the standards required in those provisions of law.

(j). The Operator shall establish the compensation rates and benefits of all its employees in conjunction with the annual operating budget. The Operator is responsible for directly paying its employees each established pay period and for withholding any appropriate government prescribed deductions and directly remitting such deductions in a timely manner to the appropriate government agency.

(k). The Operator's personnel shall have all the necessary training and be competent in all the service and support functions necessary to manage and operate a marina. The Operator shall ensure that its staff complies with the City's Information Technology Protocols and Procedures whenever using a City computer or City computer network.

SECTION 10. LEGAL REQUIREMENTS.

(a). The Operator shall comply with all Federal, State and local statutes, laws, rules, regulations, codes, ordinances and permits, and the terms and conditions of the City's sovereignty submerged land leases with the State of Florida (hereinafter collectively "Legal Requirements"). Without limiting the generality of the foregoing, the Operator shall:

- (1). Comply with the provisions of the *Federal Civil Rights Act of 1964*.
- (2). Comply with the *Americans With Disabilities Act*.
- (3). Not employ undocumented immigrant workers or otherwise violate the provisions of the *Immigration Reform and Control Act of 1986* or any similar law or law of similar effect. In accordance with Section 448.095, *Florida Statutes*, the Operator shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the

employment eligibility of all new employees hired during the term of this Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If the Operator enters into a contract with a subcontractor performing work or providing services on its behalf, the Operator shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. The Operator and any of its subcontractors shall, upon the City's request, provide evidence of compliance with this provision to the City. Failure to comply with this provision is a material breach of this Agreement, and the City may choose to terminate this Agreement at its sole discretion. If such termination occurs, then pursuant to Section 448.095(2)(f), *Florida Statutes*, the Operator shall be liable for any additional costs incurred by the City as a result of the termination of this Agreement.

(4). Comply with the *Contract Work Hours and Safety Standards Act*.

(e). Comply with the *Clean Air Act*.

(f). Comply with the *Water Pollution Control Act*.

The Operator agrees to report each violation that becomes known to the Operator to the City and understands and agrees that the City will, in turn, report each violation as required to the

appropriate agency with jurisdiction over the matter.

(b). The Operator shall be bound by applicable law to the same extent that the City would be as if such provisions were fully set forth in these terms and conditions

(c). The Operator shall also all use reasonable efforts to secure full compliance by all tenants, guests, and invitees of the Sanford Marina with all Legal Requirements.

(d). The Operator shall ensure that all permits necessary to continue the operation of the Sanford Marina are in place, valid and current in all respects and shall provide sufficient notice to the City in order to obtain renewals or remedial actions and that any other permits necessary for the development and continued operation of the Sanford Marina.

(e). The City will be responsible for renewing the above-referenced submerged land leases.

(f). The Operator shall communicate and cooperate with the City to ensure that all permits and licenses necessary for the operation of concessions are obtained.

(g). The Operator shall not engage in any business or transaction involving the Sanford Marina with any vendor who is on a prohibited vendor list or is otherwise prohibited from doing business with a governmental agency under controlling law.

SECTION 11. FISCAL PROCEDURES.

(a). The Operator acknowledges that the budget for the Sanford Marina for Fiscal Year (FY) 2021-2022 is an interim budget during the transition period leading up to October 1, 2022. During this time the Operator and the City shall work together to create the FY 2022/2023 Sanford Marina Budget.

(b). For the Fiscal Year beginning on October 1, 2022, and for every fiscal year thereafter, the Operator shall submit to the City, at least 4 months prior to the beginning of such

fiscal year, a proposed annual operating budget and a capital improvement budget for the Sanford Marina in accordance with the procedures and schedule established by the City.

(c). The line-item revenue and expense operating budget shall include projections of both revenues and expenses with a narrative regarding recommended rates for all fees and a discussion of any new or expanded program initiative.

(d). The proposed budget shall include, at a minimum, projected costs of insurance, labor and all other expenses that the Operator reasonably anticipates will incur in carrying out its obligations of this Agreement.

(e). The proposed budget is subject to approval by the Sanford City Commission.

(f). The Assistant City Manager is authorized to transfer any unencumbered balance of a line-item expense to another line item upon request of the Operator.

(g). The Operator may from time-to-time advise the City of supplemental budget adjustments that may be needed which budget adjustments shall be subject to City approval in accordance with City policies, codes, ordinances, rules and regulations.

(h). The Operator shall not take any action or expend any funds, or refrain from doing the same, unless such action or expenditure (or the forbearance thereof) is contemplated in the then current annual operating budget approved by the City, as the same may have been modified at the City's request in accordance with this Agreement.

SECTION 12. REVENUES AND EXPENDITURES.

(a). The Operator shall manage all Sanford Marina operations in accordance with the following terms and conditions:

(1). The Operator shall use its management and financial software and any other devices necessary to manage, operate and run the Sanford

Marina operations and finances.

(2). The Operator shall coordinate set up its management and financial software with the City's established Chart of Accounts and upload the Sanford Marina annual operating budget for the appropriate fiscal year(s).

(3). The Operator's management and financial software shall have the capability to produce an audit tape of all transactions as needed.

(4). The City and the Operator shall establish a bank account (hereinafter the "Sanford Marina Bank Account") through which the Operator shall conduct all financial transactions for the Sanford Marina. All revenues from the Sanford Marina shall be deposited in said account and all Sanford Marina expenses for personnel, materials, goods, supplies or services shall be debited to the same account. The Operator shall prepare and provide to the City the monthly bank reconciliations of the Sanford Marina Bank Account.

(5). The Operator shall document, record and monitor all personnel and operating expenditures in accordance with the City established Chart of Accounts.

(6). The Operator shall prepare and provide to the City monthly reports detailing all purchases made by the Operator showing, at a minimum, the City account that such purchases were charged to.

(7). Labor costs eligible for reimbursement are limited to the cost (including salaries, wages and benefits) of the Operator's personnel actual hours engaged in providing services at the Sanford Marina as required by

this Agreement. Indirect costs, such as company overhead including, but not limited to, workers' compensation insurance, taxes, etc. or labor expenses of any officer or employee of the Operator above the on-site manager, shall not be eligible for reimbursement. In addition, if any of Operator's on-site personnel are engaged in services outside of this Agreement (such as for another marina), those costs shall be prorated accordingly. Labor costs debited to the Sanford Marina Bank Account shall be reconciled, by the City and the Operator, to actual documented expenses (payroll records) monthly or as otherwise agree to by the parties. Any necessary adjustments as a result of any reconciliation shall be made during the current month.

(8). The Operator shall comply with all applicable City policies, codes, ordinances, rules and regulations when procuring materials, goods, supplies, fuel or services.

(9). Except for purchases with City established requisitions or purchase orders, the Operator shall be required to obtain quotes for purchases exceeding \$4,999.99 unless the City has agreed otherwise.

(10). The Operator shall provide to the City the type and quantity of materials, goods or supplies being procured accompanied by the necessary quotes or bids for City approval prior to any purchase greater than \$50,000.00. No expenditures shall be debited to the Sanford Marina Bank Account unless previously approved by the City and comply with the following:

(A). Procurement expenditures made by the Operator shall

not be debited to the Sanford Marina Bank Account that are not consistent with the terms of this agreement.

(B). No expenditures will be debited to the Sanford Marina Bank Account if exceeding the budgeted amount. The Operator shall promptly advise the City in those circumstances. in which recurring or other projected expenditures may exceed budgeted amounts.

(C). All purchased materials, goods, supplies and fuel inclusive of inventory items, whether eligible for reimbursement or not, shall be kept at the Sanford Marina until consumed, used, or sold in the course of the services provided herein.

(11). Costs for the Operator's general liability, automobile liability insurance coverage approved by the City are not eligible for reimbursement. Sanford Marina Operators Legal Liability and Protection and Indemnity Insurance; and Pollution Insurance coverage are eligible for reimbursement and after City's approval can be debited to the Sanford Marina Bank Account.

(12). The Operator shall deposit all revenues from the Sanford Marina into the Sanford Marina Bank Account.

(13). All revenues from rentals or sales received by the Operator by virtue of this Agreement whether it be cash, checks, credit card, discounts, promotional incentives, or any other type shall be immediately recorded on the Operator's Sanford Marina management and financial software by date, type of consideration (identifying the area rented and vessel owner) or revenue category, and amount. All cash, checks, and credit card type

transactions, for any given calendar day, shall be recorded on a daily cash report and these items then deposited daily to the Sanford Marina Bank Account no later than 12:00 Noon on the next banking business day. The term "consideration" shall not be construed to include the consideration paid the Operator by the City under this engagement or any gratuities paid by Sanford Marina patrons to the employees of the Operator.

(14). The Operator shall pay the applicable State sales and use tax for any amounts payable under this Agreement.

(15). The Operator shall prepare and file with the State (online) the monthly Sales and Use Tax Return DR-15, or any successor documentation.

(16). The Operator shall prepare and provide to the City by the 15th day of each month the following documents and information for the prior month:

(A). Copies of the monthly bank reconciliations, sales tax returns and a detailed general ledger activity report.

(B). A detailed report listing all new customer deposits from slip or mooring rentals, and all refunds of customer deposits.

(C). A reconciliation report of diesel and unleaded fuel inventory showing fuel deliveries, sales and month end inventory; and a reconciliation report of diesel and unleaded fuel transactions showing fuel purchases, sales and net income.

(D). A list of revenues and expenses reflecting comparisons between actual and budgeted amounts for the interval selected and the fiscal year.

(E). An aged accounts receivable report.

(F). Any and all other reports or information reasonably requested by the City to be properly advised of the financial status and operational results of the Sanford Marina for the interval selected, such as appropriate invoices, payroll records, and other documentation.

(17). The Operator shall retain all cash and expense receipts for a period of 10 years from origin for use and/or examination by the City.

SECTION 13. COMPENSATION TO THE OPERATOR.

(a). As consideration for managing and operating the Sanford Marina during the term of the Agreement, the City will pay the Operator the following Fees and incentive, which shall constitute the Operator's sole compensation for all services performed under this Agreement:

(1). The Operator's labor costs which shall be based on the actual staff hours used at the Sanford Marina and associated benefits for years 1-5 and, 'if applicable, subsequent years 6-10; and shall be subject to any staffing modifications thereto made by the Operator and approved by the City. Payroll costs shall be debited to the Sanford Marina Bank Account based on the actual staffing hours used. Eligible labor costs are limited to the cost (including salaries, wages and benefits) of the Operator's personnel engaged in providing services required by this Agreement at the Sanford Marina. Indirect costs, such as Operator overhead or labor expenses of any officer or employee of the Operator above the on-site Marina manager, shall not be eligible for reimbursement. In addition, if any of the Operator's on-site Marina

personnel are engaged in services outside of this Agreement (such as for another marina), those costs shall be prorated accordingly.

(2). In addition, the Operator shall be paid a Base management fee for Agreement years 1-5 and, if applicable, subsequent Agreement years 6-10 as detailed below. The base management fee shall be prorated the first month of the agreement and debited monthly from the Sanford Marina Bank Account with net operating income (NOI) being defined as total operating income less total operating expenses:

(A). Fiscal Year 1 (partial and transitional) – June 1, 2022 - September 30, 2022: \$16,000.00 and 15% NOI.

(B). Fiscal Year 2 - October 1, 2022 - September 30, 2023: \$8,000.00 and 15% NOI.

(C). Fiscal Year 3 - October 1, 2023 - September 30, 2024: \$8,000.00 and 15% NOI.

(D). Fiscal Year 4 - October 1, 2024 - September 30, 2025; \$8,000.00 and 15% NOI.

(E). Fiscal Year 5 - October 1, 2025 - September 30, 2026: \$8,000.00 and 15% NOI.

(G). Fiscal Year 6 - October 1, 2026 - September 30, 2027: \$8,000.00 and 15% NOI.

(H). For any future optional fiscal years; to be determined through negotiations.

SECTION 14. BOOKS AND RECORDS; AUDITS.

(a). The Operator shall prepare and keep books and records regarding the management of the Sanford Marina in sufficient detail to meet sound and generally acceptable accounting practices. For purposes herein "books and records" shall include general ledgers, income statements, tax returns (if required by the City), and any other relevant bookkeeping documents the Operator uses in its business operations.

(b). The Operator shall continue to maintain such books and records for a period of 10 years after the termination of this Agreement

(c). At any time during the term of this Agreement and for a period of 3 years after termination, the City shall have the right to audit the Operator's books and records, at the City's expense except as provided below. The Operator shall make the books and records available for the City's representative to perform the audit either electronically or at a location within the City of Sanford City Limits, no more than 3 days after the City provides written demand.

(d). If the audit shows that the Operator has underpaid to the City any consideration required to be provided to the City, the Operator shall either (i) pay to the City the amount owed plus interest at the statutory rate, within 30 calendar days of the City's written demand, and in addition if the audit discloses an underpayment by an amount in excess of 10% of the consideration owed for the year audited, all actual and reasonable expenses incurred by the City in connection with the audit; or (ii) give the City written notice within the same 30-day period referred to above that the Operator disagrees with said findings. If the Operator fails to give written notice of dispute within the 30-day period, the Operator shall be deemed to have accepted the findings of the audit report. If the Operator gives written notice that the Operator disputes any portion of the audit findings, the Operator shall promptly pay the City for that portion of the findings that the Operator disputes, plus the cost of the original audit if the agreed-upon

amount shows an underpayment of consideration in excess of 10% of the amount actually owed for the year audited.

(e). Within 30 calendar days after the Operator's provision of timely written notice of its dispute under the preceding paragraph, the Operator shall designate (subject to the City's reasonable approval) an independent public accounting firm, other than a firm which performed the City's audit, to audit the disputed records or calculation. If this audit shows that the Operator underpaid the consideration due, within 30 days of receipt of the audit report the Operator shall pay the City the amount owed plus interest as provided herein. The costs of this audit shall be borne as follows:

(1). If the audit shows that the City's calculations under this Section with respect to the disputed amounts were correct, then the Operator shall bear the entire cost.

(2). If the audit shows that the Operator's calculations and payment of the consideration were correct, the City shall bear the entire cost.

(3). If the audit shows that neither the City's nor the Operator's calculations with respect to the disputed amounts were entirely correct, then the Operator shall pay the portion of the cost of the audit determined by multiplying said cost by a fraction, the numerator of which is the total amount not paid to the City when due and the denominator of which is the disputed amount, and City will pay any remaining portion of such cost.

SECTION 15. DAMAGE OR LOSS TO THE OPERATOR'S PROPERTY.

(a). The Operator assumes all risk of damage or loss to its own property for any cause whatsoever, which shall include any damage or loss that may occur to its merchandise, goods,

or equipment, covered under this Agreement, if lost, damaged or destroyed by fire, theft, rain, water or leaking of any pipes or wastewater in or about the Sanford Marina, or from hurricane or any act of God, or any act of negligence of any user of the facilities, or occupants of the Sanford Marina, or any person whomsoever.

(b). The Operator indemnifies and holds harmless the City with regard to any and all damage or loss to its own property for any cause whatsoever, which shall include any damage or loss that may occur to its merchandise, goods, or equipment, covered under this Agreement, if lost, damaged or destroyed by fire, theft, rain, water or leaking of any pipes or wastewater in or about the Sanford Marina, or from hurricane or any act of God, or any act of negligence of any user of the facilities, or occupants of the Sanford Marina, or any person whomsoever.

SECTION 16. DAMAGE TO AND DESTRUCTION OF SANFORD MARINA PROPERTY.

(a). Except as provided below, if fire, hurricane, decay, or any other casualty event renders the Sanford Marina inoperable in whole or in part, the City will make all repairs reasonably necessary within 90 days of the conclusion of such event, or if repairs cannot reasonably be made within this period, within such period as the City may determine reasonable and appropriate. During any period of reconstruction, the Sanford Marina shall be operated under an interim budget, proposed by the Operator and adopted by the City, that reflects the most probable forecast of income and expenses; and, if the nature of the damage is such that it renders a portion of the Sanford Marina reasonably unavailable for leasing to boaters.

(b). If a casualty event substantially destroys or causes substantial damage to the Sanford Marina, the City may thereafter terminate this Agreement if the City determines that it would not be feasible or prudent to restore the Sanford Marina to the condition it was in prior to the casualty event, provided that the City gives the Operator timely notice of termination. Such

notice shall be timely if provided by the City no more than 90 days after the Event, or within such other period of time that the City and Operator may mutually agree to in writing. If the City elects to terminate this Agreement as provided herein, the consideration paid to Operator shall be prorated through the date that the Sanford Marina were rendered inoperable.

(c). The Operator shall not be entitled to any portion of the proceeds received by the City on insurance policies covering damage to the Sanford Marina.

SECTION 18. INDEMNIFICATION OF THE CITY BY THE OPERATOR.

(a). The Operator shall indemnify and hold harmless the City and the City's officers, officials, employees and agents, from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the services provided that the claim, damage, loss, or expense is caused in whole or in part by any negligent act or omission on of the Operator, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder except the Operator shall not have to indemnify and hold harmless the City if such claim, damage, loss and expense is the result of the sole negligence of the City or of anyone directly or indirectly employed by the City or anyone for whose acts the City may be liable.

(b). In addition, Operator shall indemnify City for any damages suffered by the City as a result of any actions or omissions by the Operator that cause the City not to fulfill its obligations in the Sanford Marina's submerged land leases with the State of Florida.

(c). The Operator's obligation to indemnify and hold the City harmless herein is independent and not limited by the Operator's obligation to obtain insurance required herein.

SECTION 19. DEFAULT BY OPERATOR; TERMINATION.

(a). The following each constitute an immediate default by the Operator:

(1). The Operator's failure to comply with any provision of this Agreement, where such failure creates an imminent threat to public health or safety or an imminent risk of injury to persons or loss of property or is irreparable.

(2). The Operator submits falsified documents or fraudulent billings, intentionally withholds payments due to the City, or diverts funds provided by the City to a use not approved under this Agreement.

(3). The Operator's failure to account for funds belonging to the City or the Operator's refusal or failure to deposit consideration from the operation of the Sanford Marina to the credit of the City, all as provided in this Agreement.

(b). Except as provided in this Agreement, a party shall be in default if the party fails to meet any material obligation under this Agreement, and such failure continues beyond a cure period of 30 days from the date that the non-breaching party provides notice of breach and a demand for cure to the breaching party; provided, however, that where the nature of the breach is such that it cannot be reasonably cured within this period, the cure period shall be extended by one day for each day that the breaching party is diligently working toward effecting a cure, up to a maximum of 60 days.

SECTION 20. TERMINATION.

(a). Upon the Operator's default, the City may immediately terminate this Agreement and, additionally or alternatively, may pursue all other remedies that the City may have under Florida law.

(b). Upon the City's default, the Operator may terminate this Agreement, and in such instance, the Operator's sole remedy shall be payment of any fees owed through the date of

termination, including all reimbursable expenses and the prorated base management fee.

(c). Upon termination by either party, or expiration of this Agreement, the Operator shall:

- (1). Discontinue services on the date and to the extent stipulated in the City notice.
- (2). Place no further orders for goods, materials, supplies, fuel or services, except as directed by the City if needed to continue operations.
- (3). Cancel any orders or contracts for services, unless directed otherwise by the City.
- (4). Return all of the City's property including, but not limited to, funds, equipment and inventory, to the City; and execute all documents necessary and as required by the City to release or transfer any and all interest, management and control that Operator has acquired in the Sanford Marina operation as a result of this Agreement.
- (5). Remove all signs that the Operator placed on the Sanford Marina indicating its management of the Sanford Marina, and fully restore any damage resulting from such removal; and
- (6). Promptly deliver notice of such termination to all tenants, guests and invitees of the Sanford Marina and, thereafter, use its best efforts to cooperate with the City to accomplish an orderly transfer of management of the Sanford Marina to the City or to a new manager selected by the City.
- (7). The Operator shall, after termination, make itself available to the City for a period of 30 days after such termination or expiration to consult with or

advise the City (or the operator selected by the City) regarding operation and maintenance of the Sanford Marina.

(d). Notwithstanding any other provision of this Agreement, the City may terminate this Agreement or any services hereunder, in whole or in part, at any time, with or without cause, by giving 7 days written notice to the Operator. Upon receiving notice of termination, the Operator shall discontinue the services as set forth above in this Section. In the event of such termination, the Operator's sole remedy shall be payment of any fees owed through the date of termination including all reimbursable expenses and the prorated base management fee if such termination occurs after the first partial year. If the termination occurs during or at the end of the first partial year, the Operator agrees to be compensated one half (1/2) of the Base Management Fee due to Operator for services performed up to the date of termination. The Operator waives all claims for compensation in excess of that which is specifically provided for herein including, but not limited to, loss of anticipated profits and claims of contractors and vendors.

SECTION 21. CONSTRUCTION ACTIVITIES.

(a). The Operator shall abide and conform to the provisions of the City's purchasing system and procedures for all procurements in excess of \$50,000.00 with respect to submission of requisitions and requests for payments incidental to its responsibilities for managing the Sanford Marina.

(b). Subject to the limitations and authority imposed by the purchasing system, the Operator shall make no addition, alteration or adjustment to the Sanford Marina and shall not apply for construction permits of any kind without first having obtained the written consent of the City, which shall not be unreasonably withheld.

(c). All requests shall be in writing and shall include plans and specifications pertaining

thereto.

(d). All permits must be received from the appropriate governmental agencies prior to undertaking any repairs, alterations, additions or improvements.

(e). All permanent alterations, improvements or repairs made or installed by the Operator shall be the property of the City.

(f). The Operator shall observe and report to the City on the progress of any work being performed by third parties.

(g). The Operator shall not provide other capital projects or construction services unless the parties agreed to such services in writing.

(h). The Operator shall not engage in any business or transaction involving the Sanford Marina with any vendor who is on a prohibited vendor list or is otherwise prohibited from doing business with a governmental agency under controlling law.

SECTION 22. CONTRACT DOCUMENTS.

(a). The contract documents pertaining to this Agreement shall consist of this Agreement, the City's solicitation documents (including all issued addenda, if any), the Operator's response to the City's solicitation documents together with all related documents in the files of the City.

(b). In the event of any conflict or inconsistency between the contract documents, this Agreement prevails.

SECTION 23. NOTICES.

(a). Notices to the Operator shall be sent to the following address: 252 East Highland Avenue, Milwaukee, Wisconsin 53202 to the attention of the Chief Operating Officer.

(b). Notices to the City shall be sent to the following address: Norton N. Bonaparte, Jr.,

ICMA-CM, City Manager, City Hall, 300 North Park Avenue, Sanford, Florida 32771-1788.

(c). The City may change such mailing address at any time upon giving the Operator written notice.

(d). All notices under this Agreement shall be in writing addressed to the appropriate addressee and shall be deemed to be served in any of the following events:

(1). When hand delivered to the address of the addressee and a receipt thereof is obtained or the addressee refuses to provide such receipt.

(2). Upon 3 days following the day on which such notice is mailed by certified or registered mail, postage prepaid, return receipt requested.

(3). One day following the day on which notice is delivered by Federal Express or such other overnight courier service with all delivery charges paid.

SECTION 24. CONFLICTS OF INTEREST.

No stockholders, directors, partner, employees of the Operator, or members of their families, shall have any interest in any business which supplies goods or services for the benefit of the Sanford Marina without advice to and consent of the City Manager, but said individuals may have an interest in marine exhibits located at the Sanford Marina.

SECTION 25. INSURANCE; INDEMNIFICATION.

(a). The provisions of this Section on Insurance shall be administered by the Risk Manager for the City.

(b). Unless otherwise provided for herein, the Operator shall purchase and maintain, at its own expense, the following types and amounts of insurance, in form and companies satisfactory to the City:

(1). As required by Chapter 440, *Florida Statutes*, Workers' Compensation Insurance for all employees of the Operator employed at the Sanford Marina or in any way required to fulfill or connected to the fulfillment of the terms of this Agreement. The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage. No class of employee, including The Operator himself, if an individual, shall be excluded from the Workers' Compensation coverage.

(2). Commercial General Liability Insurance, including coverage for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring the Operator and any other interests including, but not limited to, any associated or subsidiary companies involved in the performance of this Agreement. The limit of liability shall be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$2,000,000.

(3). Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Operator at the Sanford Marina or in any way connected with the work

which is the subject of this Agreement.

(4). Employee Dishonesty Insurance in the principal amount of not less than \$200,000, with third party coverage.

(5). Employment Practices Liability Insurance, including sexual abuse and/or misconduct coverage and Vicarious Liability Endorsement naming the City of Sanford, in the principal amount of not less than \$1,000,000, with third party coverage.

(6). Cyber Liability Insurance in the principal amount of not less than \$1,000,000, with third party coverage.

(c). Founders 3, as operator of the Sanford Marina, shall obtain and carry Marina Operators Legal Liability and Protection and Indemnity Insurance coverage in the principal amount of not less than \$1,000,000.00.

(d). Founders 3 Management Company shall obtain and maintain Pollution coverage for accidental and sudden discharge of fuel which shall be treated as an Operator expense.

(e). Unless specifically waived hereafter in writing by the Risk Manager, the Operator agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

(f). The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in the General Liability, and Automobile Liability insurance policies. The payment of such deductible shall be the sole responsibility of the Operator or subcontractor providing such insurance.

(g). The City's Risk Manager may at any time require the Operator to increase the amount of coverage, change the terms of coverage, and provide additional or different types of

coverage, as the Risk Manager may deem necessary; provided that the changes or increase in coverage are consistent with such requirements for similar operations and businesses then operating within the Central Florida area or are reasonable in light of prior claims made against Operator's policies. The Operator must comply with such requirements within 30 days after the City's demand. Any increase in costs associated with such changes shall be the responsibility of the City.

(h). Any insurance policy required by or pursuant to this Section may contain a reasonable deductible provision, provided advance notice of said deductible provision is given by the Operator to the City and approval from the City's Risk Manager is given, which approval shall not be unreasonably withheld or delayed.

(i). The Operator shall furnish proof of the required forms and coverages referenced above to the Risk Manager prior to or at the time of execution of this Agreement. The Operator shall not commence work under this Agreement until all proof of such insurance has been filed with and approved by the Risk Manager. The Operator shall furnish proof of any new or amended coverages to the Risk Manager promptly upon being directed to do so. The City may require the Operator to halt operations until the Operator has provided such insurance.

(j). The Operator shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates and shall contain the following language as to cancellation:

"In the event of cancellation of this policy by the insurer or any insured, this Company shall give not less than 30 days advance written notice to:

*Risk Manager
City of Sanford*

*300 North Park Avenue
Sanford Florida 32771-1788"*

The certificate of insurance shall name the City as an additional insured on the General Liability, Auto Liability, and Marina's Operator Legal Liability; the City recognizes that Operator is not able to name the City as an additional insured on the Employment Practices Liability Insurance coverage required to be maintained by the Operator.

(k). If requested by the City's Risk Manager, the Operator shall furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City's Risk Manager.

(l). The liabilities of the Operator under this Agreement shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the Operator shall relieve the Operator or its subcontractors from responsibility to provide insurance as required by this Agreement.

(m). The Operator shall file replacement certificates of insurance 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City.

(n). If such insurance lapses, the City expressly reserves the right to renew the insurance at Operator's expense.

(o). The Operator may not cancel the insurance required by this Agreement until all services are completed, accepted by the City, and the Operator has received written notification from the Risk Manager that the Operator may cancel the insurance required by this Agreement and the date upon which the insurance may be cancelled.

(p). To the fullest extent permitted by law, the Operator shall indemnify, hold harmless

and defend the City, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony, arising out of or resulting from the performance or provision of good or provided to the City if caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of the Operator related in any way to the performance of services or the provision of goods to the City.

(q). To the extent applicable, in accordance with Section 725.06, *Florida Statutes*, adequate consideration has been provided to the Operator for its obligations, the receipt and sufficiency of which is hereby specifically acknowledged.

(r). Nothing herein shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Section 768.28, *Florida Statutes*.

(s). In claims against any person or entity indemnified by an employee of the vendor anyone directly or indirectly employed by the Operator or anyone for whose acts the Operator may be liable, this indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Operator under Workers Compensation acts, disability benefit acts, or other employee benefit acts.

(t). The execution of the contract documents by the Operator shall obligate the Operator to comply with the indemnification provisions; provided, however, that the Operator must also comply with insurance coverage requirements.

(u). The Operator shall submit a report to the City within 24 hours of the date of any incident resulting in damage or which is reasonably likely to result in a claim of damage.

(v). In the event that the Operator is providing services as a “design professional”, the indemnification by the Operator running in favor of the City shall be to the maximum extent permissible under the provisions of Section 725.08, Florida Statutes.

(w). The Operator shall be held responsible for all accidents and shall indemnify, hold harmless, and protect the City from all suits, claims and actions brought against the City or its officials, representatives, agents, officers, and employees, and all costs, damages, or liabilities to which the City or its officials, representatives, agents, officers, and employees may be exposed, for any injury or alleged injury to the person(s) or property(ies) of another resulting from negligence or carelessness in the performance of the work, or in protection of the Sanford Marina, or from any improper or inferior workmanship, or from inferior materials used in the work, or otherwise related to the project

SECTION 26. HURRICANE AND EMERGENCY.

The City shall, during any emergency such as hurricane, flood, fire or any type of disaster, cooperate with the Operator for the security of the Sanford Marina. The City shall use its best efforts during an emergency to safeguard the Sanford Marina.

SECTION 27. INVENTORY.

(a). Prior to the Effective Date or within 14 days thereafter, a representative of both the City and the Operator shall jointly perform a physical inventory count and observation of all fixtures, furnishings, furniture and equipment, in or upon the Sanford Marina and the inventory shall immediately become attached hereto and made a part hereof.

(b). The Operator agrees that the fixtures, furnishings and equipment are in the condition as stated in the inventory; that the Operator personally inspected and assisted in the taking of said inventory; that the Operator shall maintain the fixtures, furnishings, furniture and

equipment during the term of this Agreement; and that all of the property shall be deemed in its sole custody and care.

(c). At least once annually during the term of this Agreement the City shall provide the Operator with an amended listing of fixed assets to verify those assets currently in place taking into account deletions and additions. The City shall provide the Operator with fixed asset identification tags to be affixed to such assets.

(d). Upon the termination of this Agreement, the City and the Operator shall jointly perform a physical inventory count and observation of all fixtures, furnishings, furniture and equipment. If any of the aforementioned items are lost, stolen or damaged, through the negligence of the Operator, they shall be replaced or repaired at the cost and expense of the Operator.

SECTION 28. NON-ASSIGNABILITY.

(a). This Agreement may not be assigned by the Operator without prior approval of the City Commission.

(b). Any assignment, transfer, or conveyance of a controlling interest in stock to parties who are not stockholders or partners as of the Effective Date shall be deemed an assignment requiring the City Commission's approval.

(c). An assignment subject to the restriction contained herein shall not include an assignment to the personal representative of a deceased stockholder or to said stockholder's estate or heir, provided, however, that a subsequent transfer, assignment, or conveyance from the stockholder's estate or heir to a third party who is not a stockholder as of the date the Agreement shall require such approval. Also excluded from the operations of the restrictions of this clause shall be assignments, transfers, or conveyance between and amongst persons who

are stockholders as of the Effective Date or members of their immediate family.

SECTION 29. REPRESENTATION BY THE CITY.

(a). The City warrants and represents that it has full power and authority to enter into this Agreement under the Constitution and Laws of the State of Florida and codes, ordinances and resolutions of the City, and that all conditions and things required by the Constitution and Laws of the State of Florida, Seminole County and the City to happen, exist and be performed precedent to the signing of this Agreement have happened, exist, and have been performed as so required.

SECTION 30. PUBLIC RECORDS.

(a). **IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 688-5012, TRACI HOUCHIN, MMC, FCRM, CITY CLERK, CITY OF SANFORD, CITY HALL, 300 NORTH PARK AVENUE, SANFORD, FLORIDA 32771, TRACI.HOUCIN@SANFORDFL.GOV.**

(b). In order to comply with Section 119.0701, *Florida Statutes*, public records laws, the Operator must:

- (1). Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (2). Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost

that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.

(3). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4). Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Operator upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(c). If the Operator does not comply with a public records request, the City shall enforce the provisions of this Agreement.

(d). Failure by the Operator to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The Operator shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the Operator and shall promptly provide the City with a copy of the Operator's response to each such request.

SECTION 31. SAFE HARBOR.

In the event of an act of bankruptcy, the Operator must immediately affirm the Agreement, cure all defaults, and thereafter remain in full compliance with this Agreement, or reject the Agreement pursuant to applicable bankruptcy laws. In case of conflicts between this Section

and any other provision of this Agreement, this provision shall govern.

SECTION 32. ENFORCEMENT.

The City's rights and remedies under this Agreement shall be cumulative and not exclusive.

SECTION 33. WAIVER OF JURY TRIAL; CONTROLLING LAW/VENUE.

(a). The City and the Operator waive all right to trial by jury in any claim, action, and proceeding or counterclaim by either Party against the other of any matters arising out of or in any way connected with this Agreement.

(b). The City's contractual relationship with the Operator shall be governed by the laws of the State of Florida regardless of any other consideration or doctrine of the choice of law.

(c). Venue for any legal proceeding shall be in the State Courts of Seminole County, Florida; the State and County in which the City is located.

SECTION 34. SURVIVAL.

(a). The Operator's obligations hereunder shall not be limited to any extent by the term of this Agreement and, as to any act or occurrence prior to the expiration or termination of this Agreement which gives rise to liability hereunder.

(b). The Operator's obligations shall continue, survive, and remain in full force and effect notwithstanding the expiration or termination of this Agreement.

SECTION 35. CITY MANAGER/DESIGNEE.

All references herein to the City Manager shall be construed to include the City Manager's designee which, until further notice by the City is the Assistant City Manager.

SECTION 35. EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

(a). The City's contract documents constitute the entire integrated agreement between

the City and the Operator and supersede all prior written or oral understandings in connection therewith.

(b). The terms and conditions contained herein, including the exhibits, constitute the full and complete agreement between the City and the Operator to the date hereof, and supersede and control over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(c). The terms and conditions contained herein may only be amended, supplemented or modified by a formal written amendment.

(d). Any alterations, amendments, deletions, or waivers of the terms and conditions shall be valid only when expressed in writing and duly signed by the City and the Operator.

SECTION 36. WAIVER.

(a). The failure of the City to insist in any instance upon the strict performance of any provision of the terms and conditions, or to exercise any right or privilege granted to the City shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(b). Payment for goods or services by the City shall not constitute waiver of any type of nature by the City.

SECTION 37. SEVERABILITY/CONSTRUCTION.

(a). If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when

consistent with equity and the public interest.

(b). All terms and conditions shall be read and applied in para materia with all other provisions.

SECTION 38. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a). In the event of a dispute related to any performance or payment obligation arising, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the City prior to filing suit or otherwise pursuing legal remedies.

(b). The Operator agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the City in alternative dispute resolution procedures or which the Operator had knowledge and failed to present during the City's procedures.

(c). In the event that the City's procedures are exhausted, and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through mediation. Mediator selection and the procedures to be employed in mediation shall be mutually acceptable to the parties. Costs of mediation shall be shared equally among the parties participating in the mediation.

SECTION 39. NO GENERAL CITY OBLIGATION.

(a). In no event shall any obligation of the City be or constitute a general obligation or indebtedness of the City, but shall be payable solely from legally available revenues and funds and the Operator shall have no right to impose the levy of ad valorem taxation by the City.

(b). In no event shall the Operator have any right to cause the City to appropriate or budget funds for any purpose or reason.

(c). Unless otherwise provided by law, a procurement for goods or services may be

entered into for any period of time deemed to be in the best interests of the City, provide the time of the procurement and the conditions of renewal or extension, if any, are included in the solicitation and funds are available for the period at the time of procurement. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the City of funds therefor.

(d). When funds are not appropriated or otherwise made available to support continuation of the performance of services or the provision of goods in a subsequent fiscal period, the agreement with the City shall be canceled and the Operator shall be entitled for the reasonable value of any nonrecurring cost incurred, but not advertised in the prices of the goods supplied or services provided under the City contract documents.

SECTION 40. FORCE MAJEURE.

(a). Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure.

(b). Force Majeure shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, cyber-attack, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated is beyond the control and without the fault or negligence of the party seeking relief.

SECTION 41. EXHIBITS.

Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto agreed upon by the parties,

even if not physically attached hereto, shall be treated as if a part of this Agreement.

SECTION 42. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument as to those who have executed the document, but all of which, taken together, shall constitute one and the same document; provided, however, that, in the event of a disparity between the counterparts, the counterpart recorded in the City's official records shall be controlling.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below hereby represent that they have full authority to execute this instrument and to bind the parties set forth herein.

ATTEST:


Joelle Wolf, Secretary

FOUNDERS 3 MANAGEMENT COMPANY, a foreign corporation established in the State of Wisconsin.

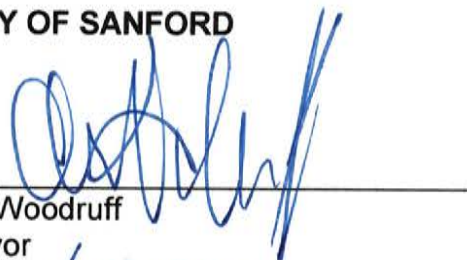
By: 
John Matheson, President

ATTEST:


Traci Houchin, MMC, FCRM
City Clerk



CITY OF SANFORD

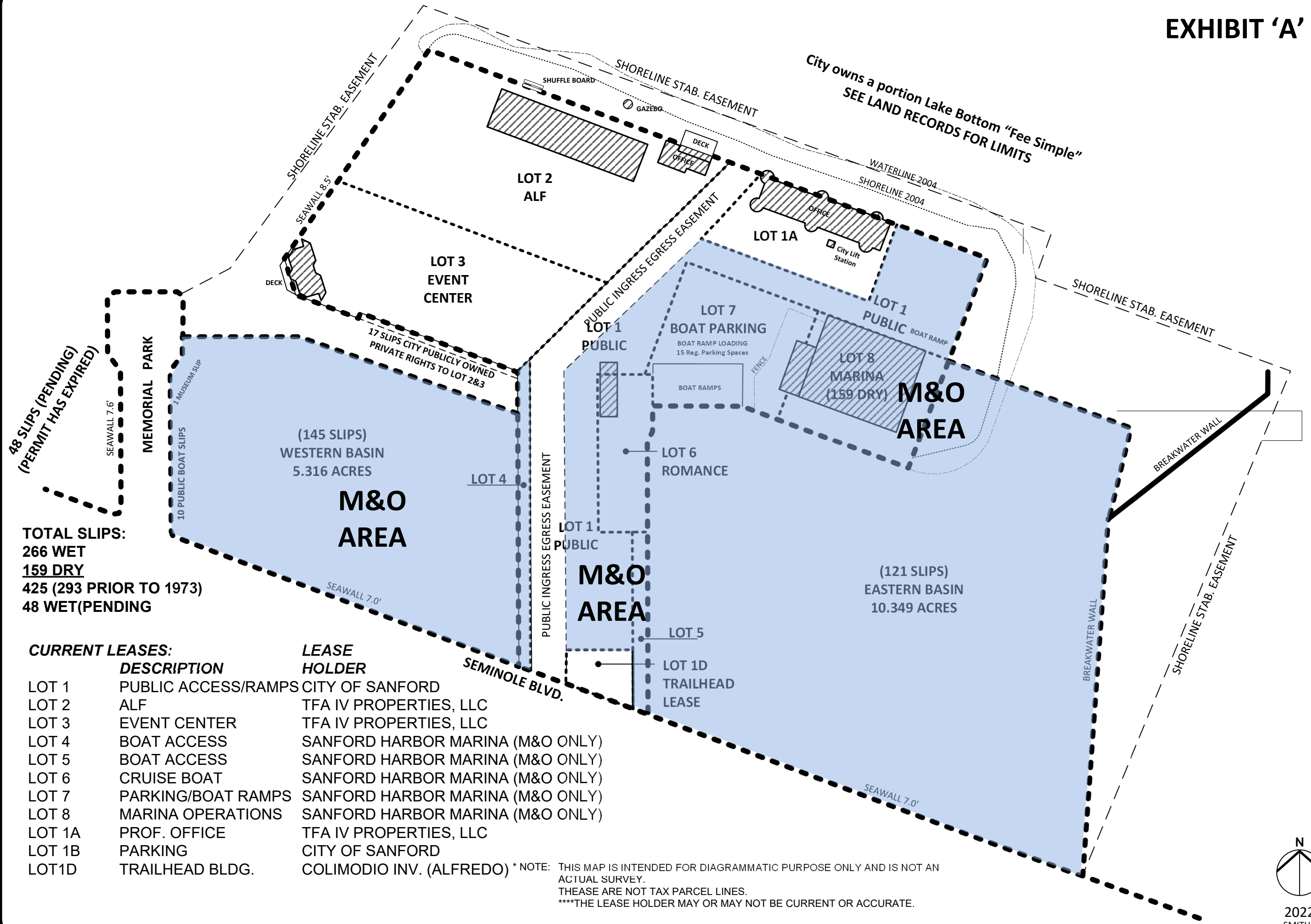
By: 
Art Woodruff
Mayor
Date: 6-12-22

Approved as to form and legal sufficiency.


William L. Colbert City Attorney

(City of Sanford/Sanford Harbor Marina MOA/Final/4-28-22-dwh)

EXHIBIT 'A'



48 SLIPS (PENDING)
(PERMIT HAS EXPIRED)

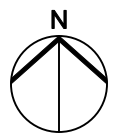
TOTAL SLIPS:
266 WET
159 DRY
425 (293 PRIOR TO 1973)
48 WET(PENDING)

CURRENT LEASES:		
	DESCRIPTION	LEASE HOLDER
LOT 1	PUBLIC ACCESS/RAMPS	CITY OF SANFORD
LOT 2	ALF	TFA IV PROPERTIES, LLC
LOT 3	EVENT CENTER	TFA IV PROPERTIES, LLC
LOT 4	BOAT ACCESS	SANFORD HARBOR MARINA (M&O ONLY)
LOT 5	BOAT ACCESS	SANFORD HARBOR MARINA (M&O ONLY)
LOT 6	CRUISE BOAT	SANFORD HARBOR MARINA (M&O ONLY)
LOT 7	PARKING/BOAT RAMPS	SANFORD HARBOR MARINA (M&O ONLY)
LOT 8	MARINA OPERATIONS	SANFORD HARBOR MARINA (M&O ONLY)
LOT 1A	PROF. OFFICE	TFA IV PROPERTIES, LLC
LOT 1B	PARKING	CITY OF SANFORD
LOT1D	TRAILHEAD BLDG.	COLIMODIO INV. (ALFREDO)

* NOTE: THIS MAP IS INTENDED FOR DIAGRAMMATIC PURPOSE ONLY AND IS NOT AN ACTUAL SURVEY.
THESE ARE NOT TAX PARCEL LINES.
****THE LEASE HOLDER MAY OR MAY NOT BE CURRENT OR ACCURATE.

SANFORD HARBOR MARINA
MANAGEMENT & OPERATIONS AREAS

CITY OF SANFORD
DEPARTMENT OF PLANNING
AND DEVELOPMENT SERVICES
300 N.PARK AVENUE
SANFORD, FL 32771



2022
SMITHC

C:\USERS\SMITHC\DESKTOP\MARINAEX.A.VSD

Exhibit B

Founders 3 Management Company
Marina Management Scope of Services and Fee Schedule to CPA

The “Proposal”

(24 pages to follow)



MARINA MANAGEMENT PROPOSAL

OCTOBER 26, 2026

PORT CANAVERAL:
CAPE MARINA &
BLUEPOINTS
MARINA

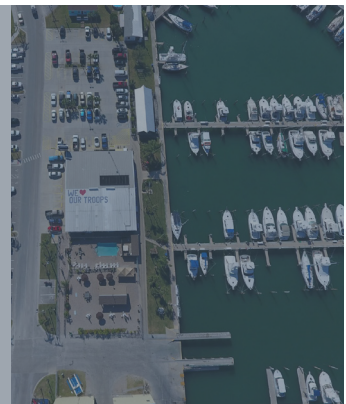


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CAPE MARINA &
BLUEPOINTS MARINA
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1



SECTION ONE

MARINA
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MARINA TRANSITION PLAN

F3 Marina approaches marina management in two phases:

Commissioning/Transition Phase

- The Commissioning or Transition Phase consists of the initial due diligence and analysis of the property from operations and accounting, to human resources, marketing and IT. Once the initial audit is complete, F3 will begin implementing our standard F3 processes and procedures onsite, ensure the property is properly staffed, train all staff through our F3 University training process, and work with ownership to develop key property goals and objectives.
- We will also set up Bi-Weekly Level 10 Meetings with the client to review the current status and updates to ensure everyone is kept in close communication during this initial critical period to support a smooth transition.
- This phase typically starts 90 days prior to the contract start date through 90 days post start date.

Management Phase

- The Management Phase is comprised of our professional approach to maintaining a healthy, stable marina in all areas of the operation.
- Once we are in this "stable" phase, we will move our Bi-Weekly Level 10 Meetings to a monthly basis.
- This phase typically begins around 90 days post start date, once the marina has made it through the initial commissioning/onboarding phase and is fully stable in its operations.

SECTION ONE

MARINA
MANAGEMENT
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COMMISSIONING/TRANSITION PLAN

With many years of experience transitioning marinas and other commercial properties to our management, F3 Marina has created a Commissioning Checklist designed to provide a smooth transition with minimal efforts for the client. This process takes 90-180 days to complete and is designed to create a customized, effective system for the day-to-day operations of the marina that will achieve the long-term goals.

As part of this process, the Marina Leadership Team will collaborate with the General Manager to complete an in-depth review of our standard processes, procedures, training, determine property goals and much more.

Below is a preview of our extensive Commissioning/Transition Checklist. Please note this is proprietary to F3.

MARINA COMMISSIONING CHECKLIST

ACCOUNTING SETUP

Task	Due Date	Accountable	Status/Notes	Complete Date	Initial
90+ Days Before Start					
Review Budget					
Review Current Marina Software					
Obtain Copy of W9					
Set Up SharePoint Folder					
Request prior year financials and current year YTD financials					
30-60 Days Before Start					
Issue GM Corporate Credit Card					
Review Trial Balance					
Setup operating bank account with Client					
Setup Accounting Software (QuickBooks)					
Verify Account Receivable Aging					
Verify Accounts Payable Aging					

MARINA COMMISSIONING CHECKLIST

OPERATIONS

Task	Due Date	Accountable	Status/Notes	Complete Date	Initial
90+ Days Before Start					
Initial Property Audit					
Assess Condition of Docks/Racks					
Assess Condition of Grounds & Landscaping					
Assess Equipment (Lifts, Trailers, Boats, Etc.)					
Assess Condition of Buildings					
Assess Current Staff					
Assess Local Area					
Preparation of Report					
Present Initial Property Audit to Client					
30-60 Days Before Start					
Signed Contract from Client					
Review Contract					

MARINA COMMISSIONING CHECKLIST

Note: This checklist is for internal use only.

PROPERTY DETAILS

Property Name	Test Property
Legal Entity	
Property Code	
EIN	
Address	
Ownership Name	
Ownership Contact Person	
Ownership Phone/Email	
Financial Delivery Date	
Financial Delivery Contact Info	
Budget Due Date	
Number of Slips	
Management Contract Start Date	
Accounting Start Date	
Staff Start Date	
Property Phone Number	
Property Email	

SECTION ONE

MARINA
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HIRING AND TRAINING

When taking on the management of a new marina property, our process is as follows. It is typically anticipated that existing staff at the Marina will have interest to remain in their current roles. Our process for evaluating employees, whether existing staff at the marina or from outside, is extremely important. Successful marina management starts with the right people in the right roles. In addition to possessing the technical abilities and experience, all candidates must demonstrate alignment with our core values and company culture.

DISC Profile

Leadership and all General Managers are required to take a DISC Survey that defines natural behaviors and traits into a “style characteristic”. Certain roles are better suited for people that possess certain style characteristics. While this is not the only tool used in hiring, it is one of several used to ensure a good fit for a particular role.

Marina General Manager

F3 Marina approaches the role of General Manager differently than most other operators. Not only are we concerned with their abilities in financial and operational matters, but we place a high value on the ability to effectively collaborate with the many different stakeholders needed to make the marina successful such as boaters, local merchants, local residents, visitors, clients and vendors. The ability to lead and communicate well is often an afterthought for many marina operators resulting in less than ideal relationships. The General Manager will play a major role in the marketing strategy and building strong relationships with the community.

We work closely with the CMM (Certified Marina Manager) program to offer industry leading training and development. This is an internationally recognized designation by the Association of Marina Industries. We hire and train true leaders in this role that know how to teach others to take ownership of their own roles and success. They involve staff in the goal process and allow them freedom to find solutions to accomplish these goals. Anyone that has staff reporting to them must learn the way to lead, manage and hold people accountable. This way, the marina has the entire staff working in harmony, all working towards the same goals.

The General Manager role will be accountable for helping define and achieve the specific goals of the Marina, under the direct oversight of the Regional Manager and Marina Leadership Team.

SECTION ONE

MARINA
MANAGEMENT
APPROACH**Marina Staff**

The hiring of additional staff falls to the General Manager under the direction of our corporate Human Resources Department and Regional General Manager team, as allowed by marina budget. F3 Marina will first look to the local community to fill all roles.

F3 University Training

Continued development for all of our employees is an important part of our culture. This can take several forms such as internal mentoring/training, formal outside classroom, and industry designations, as well as our F3 University training modules.

F3 University is a comprehensive training program designed to educate all employees upon hiring or onboarding of a new marina. All employees are required to complete this training. Course areas include six general F3 training modules on company history, company standards, communication and client relations; as well as job specific training modules for General Managers and all marina staff trainings. Job specific trainings consist of on-the-water trainings, fueling standards, service contract agreements, marina management software, guest service, marina standards, and much more. Courses are assigned and completion record is kept in our HRIS system.

F3 Marina Annual Meeting

F3 Marina corporate staff and all marina general managers meet in one location annually to partake in new trainings, discuss current trends, and establish goals for the new year. This is essential in building our team culture and bringing together leaders from across our marina portfolio to collaborate, share insights, strengthen and align the strategies that drive exceptional service, and continue to raise the bar for the marina industry.

SAMPLE EMPLOYEE ONBOARDING ITINERARY

MARINA MANAGEMENT APPROACH

Day Five – GMs ONLY		
Time	Activity	Person Responsible
10-15 minutes	General Manager Check in	Direct Supervisor / General Manager
2 hours	F3 Training - Module 10 – Accounting Procedures	Training Manager / Accounting Manager

Day Six – GMs ONLY		
Time	Activity	Person Responsible
10-15 minutes	General Manager Check in	Direct Supervisor / General Manager
2 hours	F3 Training - Module 12 – Property Inspections	Commissioning Team

Day Three		
Time	Activity	Person Responsible
10-15 minutes	General Manager Check in	Direct Supervisor / General Manager
1 hour	Lunch	General Manager / Direct Supervisor
2:00pm – 2:30pm	F3 Overview / Review / Follow up	Training Manager
2:30pm – 3:00pm	Beach House / HR / Reception	General Manager / Direct Supervisor

Day Four – GMs ONLY		
Time	Activity	Person Responsible
10-15 minutes	General Manager Check in	Direct Supervisor / General Manager
1 hour	F3 Training - Module 11 – Guest Service Training	Training Manager (zoom meeting)
2 hours	Set up / Estimate / Set up	General Manager / Direct Supervisor
1 hour	Work / Work	General Manager / Direct Supervisor
1 hour	Lunch	General Manager / Direct Supervisor
30 minutes	F3 Training - Module 13 – Guest Service Training	Training Manager (zoom meeting)
1 hour	Estimate / Work	General Manager / Direct Supervisor

Day One		
Time	Activity	Person Responsible
1 hour	Marina Property Walk Through <ul style="list-style-type: none"> Tour of facility, bathrooms & breakrooms General introductions to staff members Parking Review areas of concern for the Marina Overview of property functions 	Direct Supervisor / General Manager Completed 8/28/25 LM
Noon	Lunch – Company Provided! Lunch provided for entire staff 8/28/25 LM	General Manager / Direct Supervisor
4 hours	IT – set up on outlook, marinago, Dockwa, SharePoint L10 overview F3 On the Water <ul style="list-style-type: none"> Module 1 – On the water training 	Direct Supervisor / General Manager

Day Two		
Time	Activity	Person Responsible
5-10 minute	Check in with Manager	Direct Supervisor / General Manager
1 hour	Coffee with the Team	All available staff
1.5 hours	F3 University & Discussion <ul style="list-style-type: none"> CARE Module CORE 4 Module 	Video on Intranet General Manager to discuss with new hire
1 hour	F3 Training Module 2 – Guest Service Training	Training Manager (zoom meeting)
40 minutes	F3 University & Discussion <ul style="list-style-type: none"> Client Relations Communication 	F3 Intranet (videos) Direct Supervisor / General Manager to discuss afterwards
1 hour	Lunch	
1 hour	F3 Training <ul style="list-style-type: none"> Module 3 – Marina Standards Module 4 – Marina Best Practices 	Training Manager (Zoom meeting)

SECTION ONE

MARINA
MANAGEMENT
APPROACH

MARINA MAINTENANCE

With numerous “Building of the Year” awards, we understand what it takes to achieve a high level of maintenance and appearance of our facilities.

Property Well-Being

A marina is not just a home to boaters, but also an important asset for visitors, residents and a place of work for employees. While the investment in the marina has resulted in a beautiful environment, this investment will quickly deteriorate without a disciplined and professional maintenance plan. This is particularly important due to the harsh weather environment most marinas face. Because marinas should be as financially self-sustaining as possible, this makes the maintenance even more important. When a capital need arises, careful consideration of costs/benefits must be performed to identify the long-term impact. Below are some of the key aspects of how we approach maintaining the physical asset:

- **VISUAL APPEAL:** This includes the curb appeal as you approach the marina from land or by water. Signs, landscaping, building condition are part of the focus. Because marinas are to be enjoyed by all residents and visitors, their existence should add to the waterfront appeal visually as viewed by all.
- **PROPERTY DETAILS:** Details matter. By training staff to develop a critical eye for details and consistent daily inspections that are documented, we know how to ensure delivery of a “class A” physical environment. Our Marina General Managers are held accountable for the daily property visual appeal and perform documented inspections to meet a very high standard.

Proactive Maintenance

Under the leadership of the General Manager and their onsite team, we will ensure that each property operates to its best and fullest potential. During the commissioning process, we will conduct a comprehensive evaluation of the marina and office conditions to identify immediate repairs, and areas for improvements.

Tailored Maintenance Plan

Based on the evaluation, we will develop a detailed maintenance plan, including preventive maintenance schedules, daily weekly, and monthly checklists. This ensures the seamless operation of all property systems and the safety and satisfaction of tenants and their vessels.

Tenant Consideration

F3 Marina prioritizes creating a safe, clean and welcoming environment for the tenants and their vessels. The F3 team will ensure that regular maintenance is performed minimizing disruptions and promoting tenant satisfaction and therefore creating long-term relationship and loyalty.

SECTION ONE

MARINA
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PROFESSIONALLY
MANAGED BY **F3**
MARINA

ers/Building/Pool Area)

DOES BOAT FIRES AT THE PIER

INDEX - I AM IN CHARGE -

Call 911.

If there is a BOAT FIRE ON A PIER, (directly) which

(if any).

Call 911.

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SAFETY & SECURITY PROTOCOLS

Managing marina safety and security is one of F3's core fundamentals that get implemented and trained on at each property. This involves a combination of our F3 University training standards, as well as customized plan specific to each marina's unique setup and needs. Below is an outline of what preparations and protocols are typically implemented and monitored. A custom safety and security plan will be assembled for this marina upon a signed management contract.

Emergency Response Plan

- Each marina is required to put together an Emergency Response Plan. This comprehensive plan consists of emergency response telephone numbers, equipment, fire emergency plan, fuel spills (if applicable), general response for all emergencies and more. This plan will be compiled by the onsite team with the assistance of the Director of Marina Operations.

Standard Operating Procedures & Staff Training

- F3 has created a library of SOPs specifically designed to educate and train staff on standard safety and security protocols including fire and life safety, severe weather-related risks and hazards, OSHA standards and more. All Marina General Managers and employees are trained on these procedures upon hiring, annually, and anytime updates are made.
- Safety measures related to dock safety, fire safety, proper fueling and handling of hazardous materials are done first day, first week and ongoing training provided by the leadership team.
- A/B and C certifications for fuel and required for marina staff.

Daily Dock Walks

- Our General Manager's hold a brief morning meeting with all staff followed by a dock walk to proactively identify and address any potential safety and security issues.

SECTION ONE

MARINA
MANAGEMENT
APPROACH

SOFTWARE & TECHNOLOGIES



MARINAGO, our primary Marina Management Software (MMS), is a cloud-based Scribble Software Marina Management solution. It is an all-in-one command center that manages all areas of rental space operations from transient, recurring and seasonal tenants to utility metering and “instant pay” invoicing. A modern touch-screen point-of-sale (POS) is available making those retail sales a snap. Efficient sales processing is simplified with SKU bar code scanning to cloud-based receipt printing. Includes control of fuel dispensers directly through the Point-of-Sale eliminating the need for manual entry. The MARINAGO Office Suite offers advanced level features that streamline and simplify marina and property management with the use of Google maps, true nightly based calendars, and AI enhanced reservations. MARINAGO Office offers both “in-house” reservations and on-line reservations. The in-house reservations are entered by staff and guided by an AI enhanced wizard process. This allows the creation of reservations extremely easy and reduces the possibility of errors.

Online reservations are available through multiple booking services. Easily book reservations through your website using the built in online reservation service or through an external marina booking service.

Also included is the MARINAGO Customer Portal. Similar to online banking, the newly designed customer portal provides customers with features that allow them to make payments, view all accounting transactions, manage their contact and vessel information, as well as book reservations.

MARINAGO Office offers an incredibly detailed and comprehensive integration with QuickBooks Online for financial reporting.

SECTION ONE

MARINA
MANAGEMENT
APPROACH

ACCOUNTING & FINANCIAL REPORTING

Our corporate marina accounting team ensures that our monthly financial reports are timely, meaningful and accurate.

Accounts Payable

All invoices are approved by the General Manager and processed in accordance with the clients' procedures along with detailed explanations. Once there, checks are produced and sent to the vendor. All vendors must provide proper forms such as proof of insurance and W-9 forms prior to payment.

Accounts Receivable

F3 Marina managed marinas follow a disciplined approach to the collection of money owed to the marina by boaters. Client approved payment procedures are implemented and followed by staff. Delinquent boaters are noticed in accordance with State and local laws to collect outstanding payments. Staff also works with law enforcement to collect and take appropriate legal action when necessary. Monthly reports detail any collection activity and status of delinquent accounts.

Budgeting

Annual operating budgets are completed to follow the timelines required by the contract. These budgets include detailed revenue and expenses along with recommended capital items along with narrative when appropriate. Budgets are prepared to be aligned with the marina goals and strategy that is created early in the management contract. The budget is used to create variance reports each month as part of the reporting package to clients.

SECTION ONE

MARINA
MANAGEMENT
APPROACH

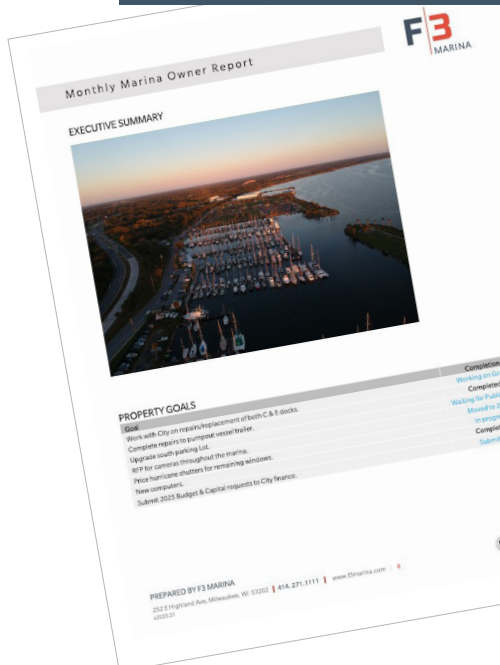
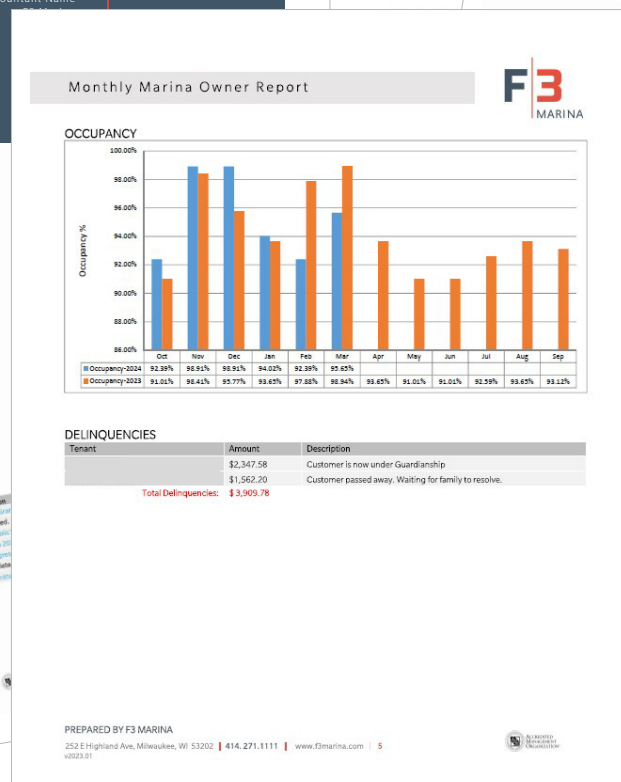
REPORTING

Providing meaningful reporting to clients is one of the cornerstones of F3 Marina and helps set us apart. These reports keep stakeholders informed of the progress of their marina on a regular basis with a monthly detailed analysis. Our reporting can be customized to the needs of the client, but these two reports provide a good frequency and level of detail that most clients prefer.

- **MONTHLY FINANCIAL REPORT:** This important monthly report provides an executive summary that outlines the financial, operational and goal status of the marina for the previous month. Explanations for variances from budget to actual are included as well as comments about the financial position. This is followed by detailed information to include balance sheet, general ledger, income statement, delinquency report and balanced bank account statement. *(see following page for example of Monthly Financial Report)*
- **BI-WEEKLY/MONTHLY LEVEL 10 REPORT:** A great deal of activity can occur during the course of a month. F3 Marina provides an informative, but concise report to all clients on a bi-weekly or monthly basis, depending upon the status and individual needs of each marina. This is customized to provide the basic key measures of performance including occupancy, financials by category, human resources update, marketing review and operational notes. *(see following page for example L10 report)*

SAMPLE MONTHLY FINANCIAL REPORT

ACCOUNTING & FINANCIAL REPORTING



SAMPLE BIWEEKLY/MONTHLY LEVEL10 REPORT

ACCOUNTING & FINANCIAL REPORTING

MONTHLY MARINA LEVEL 10 REPORT									
PROPERTY NAME					Titusville Marina				
MONTH OF					October 2025				
GENERAL MANAGER 2025 KPI'S									
1. Occupancy					Goal	Actual	Variance	Notes	
2. Revenue					Over 90%	92.86%			
3. Budget Variance					\$1,450,077.00	\$1,334,995.00	\$115,082.00	Loss of docks, hurricane Milton	
4. Open AR					\$0.00	\$366,299.00	-\$366,299.00	Capital projects from 23-25	
5. Year End Boater Survey Results					\$0.00	\$3,890.15	-\$3,890.15	Abandoned vessels	
					5	4	1		
ACTUAL - SLIP MIX & AVAILABILITY									
DOCK TYPE/AREA		TOTAL INVENTORY	TOTAL LEASED	VACANCY AVAILABLE	% OCCUPANCY BY TYPE/AREA	COMMENTS			
A Dock		45	44	1	97.78%	Available slips used for transients through June			
B Dock		38	36	2	94.74%	Available slips used for transients through June			
C Dock		36	14	20	38.89%	Nineteen docks unusable due to damage			
D Dock		30	24	6	80.00%	Available slis used for transient through June			
E Dock		36	36	0	100.00%				
T-HEADS		6	6	0	100.00%	A-Thread stays as transient slip			
TOTAL		191	160	29	92.26%	Actual occupancy without damaged docks			
		100.00%	83.77%	15.18%					
PRIOR MONTHLY - FINANCIAL PERFORMANCE					MONTHLY TRAFFIC TREND				
Financials as of 9/30/2025		CURRENT DUE	COMMENT			WEEK 1	WEEK 2	WEEK 3	WEEK 4
AR Aging		1,822.23				1	1	0	0
		YTD ACTUAL	YTD BUDGET	\$ VAR	% VAR				
Cube Ice		3,536	5,000	(1,464)	-29.28%				
Clothes		10,664	14,000	(3,336)	-23.83%				
Marine Supplies		9,899	14,000	(4,101)	-29.29%				
Food & Sodas		16,160	19,000	(2,840)	-14.95%				
Beer & Wine Sales		11,541	15,000	(3,459)	-23.06%				
Laundry		7,617	9,300	(1,683)	-18.10%				
Permanent Dockage		570,312	566,000	4,312	0.76%				
Monthly Dockage		72,812	118,000	(45,188)	-38.29%				
Transient		193,235	219,000	(25,765)	-11.76%				
Mooring Field		50,283	60,000	(9,717)	-16.19%				
Gasoline Sales		108,309	110,000	(1,691)	-1.54%				
Diesel Sales		259,665	350,000	(90,335)	-25.81%				
Permanent Electric		86,007	110,000	(23,993)	-21.81%				
Transient Electric		17,550	20,000	(2,450)	-12.25%				
Miscellaneous		1,879	1,879	#DIV/0!					
Total Revenue:		1,419,470	1,629,300	(209,830)	-12.88%				
COGS:		333,981	443,803	(109,923)	-24.77%				
Gross Profit:		\$ 1,085,590	\$ 1,185,497	\$ (99,907)	-8.43%				
Operating Expenses:		1,357,798	1,072,046	(285,752)	-26.65%				
Net Operating Income:		\$ (272,208)	\$ 113,450	\$ (385,659)	-339.94%				
ACCOUNTING NOTES									
MARKETING REVIEW									
CURRENT/ONGOING			UPCOMING/NEXT STEPS			FUTURE/LONGER TERM			
2026 Marketing Plan			Ongoing						
Constant Contact			Monthly Newsletter/Events/Marina news						
Print Advertising			Waterway Guide/Space Coast Living Magazine						
Facebook Posts			Twice weekly posts						
Boater events			Next event is Halloween contest 10/31/2025						
GM MARKETING ACCOUNTABILITY CHECKLIST									
Weekly			Monthly			Annually			
☒ Min. 2 social posts/week			☒ Review website for edits/updates			☒ Annual Marketing Plan			
☒ Monitor & respond to online reviews (G			☒ Minimum of 1 boater newsletter			☒ Boater Events: Min. 2/year			
						☒ Annual Boater Survey Sent (Year End)			
HUMAN RESOURCE REVIEW									
APPROVED STAFF		EMPLOYEE NAME	STATUS	IF OPEN, STATUS	CONCERNS	STAFFING METRICS			
General Manager		Tom Lawson	Active FT			THIS MONTH		AVG YEAR TO DATE	
Dockmaster		David Rouse	Active FT			Total Employees	8	8.00	
Operations Manager		Sabrina Sloan	Active FT			New Hires	0	0	
Store Manager		Ilessi Helmer	Active FT			Terminations	0	0	
Dockhand		Thomas Egendoerff	Active FT			Turnover Rate	0%	0%	
Dockhand		Mike Lecorchick	Active FT			Avg Time to Fill	0		
Dockhand		Jessica Rehe	Active FT			OVERTIME ANALYSIS			
Dockhand		Mark Glick	Active PT			Pay date	Total Hours	Avg/person eligible (2)	
						3-Oct	0.00	0.00	
						10-Oct	0.00	0.00	
						17-Oct	2.55	0.51	
						24-Oct		0.00	
ASSET MANAGEMENT REVIEW									
CURRENT/ONGOING			UPCOMING/NEXT STEPS			FUTURE/LONGER TERM			
Repair C-Dock			RFQ Submitted, due on 10/27/2025						
Repair/replace E-Dock			No funding yet						
GENERAL ISSUES/FOLLOW-UP ITEMS									
TASK		NEXT STEPS		ACCOUNTABLE	DATE	NOTES			
Auction one abandoned boat		Waiting on Lien company		GM	9/30/2025				
ON HOLD									
TASK		NEXT STEPS		ACCOUNTABLE	DATE	NOTES			

SAMPLE BUDGET TEMPLATE

ACCOUNTING & FINANCIAL REPORTING

2025 Annual Operating Budget

Category	2023	2024	2024	2024	2025	January	February	March	April	May	June	July	August	September	October	November	December	Notes
	Actuals	01-09 Actuals	10-12 Expected	Budget	Proposed Budget	1	2	3	4	5	6	7	8	9	10	11	12	
Income																		
4025 Slip Rental - Annual					78,116.03	-	-	-	11,159.29	11,159.29	11,159.29	11,159.29	11,159.29	11,159.29	11,159.29	-	-	
4035 Slip Rental - Transient					-													
4095 Slip Discount					-													
Total 4000 Sales - Water					78,116.03	-	-	-	11,159.29	11,159.29	11,159.29	11,159.29	11,159.29	11,159.29	11,159.29	-	-	
4060 Slip Rental - Dock Box Rent					-													
4205 Fuel - Gasoline					-													
4215 Fuel - Diesel					-													
4315 Merchandise - Food					-													
4320 Merchandise - Beverage					-													
4325 Merchandise - General					-													
4330 Merchandise - Apparel					-													
4335 Merchandise - Boat Accessories					-													
4340 Merchandise - Ice					-													
4345 Merchandise - Gifts					-													
4350 Merchandise - Jewelry					-													
4350 Merchandise - Store Discounts					-													
Total 4200 Sales - Retail					-													
4405 Office Space Rent					12,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	
Total 4400 Sales - Real Estate					12,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	
4600 Sales - Brokerage Commissions					-													
4725 Pumpout					-													
4740 Key Cards					-													
Total 4700 Sales - Other					-													
Total Income					90,116.03	1,000.00	1,000.00	1,000.00	12,159.29	12,159.29	12,159.29	12,159.29	12,159.29	12,159.29	12,159.29	1,000.00	1,000.00	
Cost of Goods Sold																		
5005 COGS - Fuel - Gasoline					-													
5010 COGS - Fuel - Diesel					-													
5015 COGS - General					-													
5025 COGS - Food					-													
5030 COGS - Beverage					-													
5035 COGS - Boat Accessories					-													
5040 COGS - Apparel					-													
5045 COGS - Ice					-													
5050 COGS - Gifts					-													
5055 COGS - Jewelry					-													
5060 5060 COGS - Spoilage					-													
5100 Vendor Service & Delivery Fees					-													
Inventory Shrinkage					-													
Total COGS					-													
Gross Profit					90,116.03	1,000.00	1,000.00	1,000.00	12,159.29	12,159.29	12,159.29	12,159.29	12,159.29	12,159.29	12,159.29	1,000.00	1,000.00	
Operating Expenses					201,024.99	16,752.08	16,752.08	16,752.08	16,752.08	16,752.08	16,752.08	16,752.08	16,752.08	16,752.08	16,752.08	16,752.08	16,752.08	
6005 Payroll - Wages					-													
7010 Bank Fees					-													
7013 Brokerage - Taxes					-													
7016 Brokerage - Marketing					-													
7017 Brokerage - Supplies & Other					-													
7020 Cash Over/Short					-													
7025 Computer Services					-													
7030 Contract Labor					-													
7050 Credit Card Fees					-													
7055 Dues & Subscriptions					-													
7070 Employee Training					-													
7085 Insurance					-													
7090 Internet Expenses					-													
7095 License & Permits					-													
7100 Management Fee					-													
7105 Marketing					-													
7110 Meals & Entertainment					-													
7115 Miscellaneous Expense					-													
7120 Office Supplies					-													
7135 Postage					-													
7150 Professional Fees - Other					-													
7155 Promotion & Events					-													
7160 Rents - Office & Other					-													
7210 R&M - Docks					-													
7220 R&M - Equipment					-													
7225 R&M - Fuel Equipment					-													
7230 R&M - General					-													
7235 R&M - Grounds & Landscaping					-													
7240 R&M - Office & Building					-													
7245 R&M - Pool					-													
7250 R&M - Vehicle Expense					-													
7405 S&E - Fuel Equipment					-													
7410 S&E - General					-													
7415 S&E - Guest					-													
7500 Taxes - Other					-													
7510 Taxes - Real Estate					-													
7515 Telephone & Communications					-													
7520 Trade Shows					-													
7525 Travel Expense					-													
7530 Uniforms					-													
7605 Utilities - Electricity					-													
7610 Utilities - Gas					-													
7620 Waste Removal					-													
7625 Utilities - Water/Sewer					-													
Total Operating Expenses					201,024.99	16,752.08	16,752.08	16,752.08	16,752.08	16,752.08	16,752.08	16,752.08	16,752.08	16,752.08	16,752.08	16,752.08	16,752.08	
Net Operating Income					(10,909.96)	(15,752.08)	(15,752.08)	(15,752.08)	(4,592.79)	(4,592.79)	(4,592.79)	(4,592.79)	(4,592.79)	(4,592.79)	(4,592.79)	(15,752.08)	(15,752.08)	
Non Operating Expenses																		
7014 Brokerage - Broker Commissions					-													
7140 Professional Fees - Accounting					-													
CAPEX					150,000.00	150,000.00	-	-	-	-	-	-	-	-	-	-	-	
8025 Interest Expense					-													
8030 Depreciation					-													
8035 Amortization					-													
Total Non Operating Expenses					150,000.00	150,000.00	-	-	-	-	-	-	-	-	-	-	-	
Net Income					(200,909.96)	(165,752.08)	(15,752.08)	(15,752.08)	(4,592.79)	(4,592.79)	(4,592.79)	(4,592.79)	(4,592.79)	(4,592.79)	(4,592.79)	(15,752.08)	(15,752.08)	

SECTION ONE

MARINA
MANAGEMENT
APPROACH

MARKETING PLAN

Strategic marketing and branding is pivotal for any marina. Our strategy is to not only promote the marina well to maintain strong demand and occupancy, but also promote the marina as an asset to the community. A custom marketing plan will be created for each marina annually to meet their specific needs. Some or all of the marketing tactics identified below will be utilized. The F3 Marina marketing team will work closely with the Marina General Manager to create an annual marketing plan each year and ensure marketing and occupancy goals remain on track. Some of our primary recommendations include:

Marina Logo & Branding*

- Evaluate the current logo and use
- Update logo if needed

Brand Recognition & Value*

- Add F3 branding as part of our portfolio of marinas
- Position the marina as a premier destination known for superior customer service, unmatched boater experience, premium amenities and efficient operations
- Boater satisfaction

Print & Digital Advertising*

- Creation of marina brochure and promotional materials
- Creation of print ads for use in appropriate local and industry publications
- Creation of ads for digital ad campaigns (Google Ads, Social Media, Geofencing, etc.)
- Paid SEM/Google/Social campaigns

Website*

The Marina's website will provide a consistent, professional look while being customized to the marina and local community's identity.

- Listing of marina and local amenities
- Professional photos of the marina
- Link or form for boaters to obtain slip reservations
- SEO (search engine optimization) to ensure website is listed near top for specified search words
- Links and information on local weather and other appropriate information

Social Media*

The primary role for the social media account is to provide up to date information to current and potential boaters, and is a source of information boaters can turn to for Marina news, events and activities. Post should include not only Marina related activities, but also happenings at upland businesses and local community organizations.

- Recommend Facebook and Instagram

**Please note some of these tasks are performed by 3rd party partners whom we've established long standing relationships with. A full marketing strategy and budget will be defined after discussing short and long term objectives with the Client. F3's Director of Sales & Marketing will assist the GM in coordinating and overseeing the marketing campaigns.*

SECTION ONE

MARINA
MANAGEMENT
APPROACH

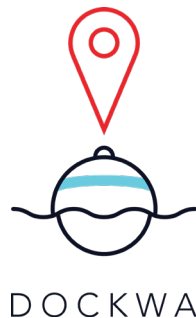
SALES & LEASING

Our sales and leasing process is designed to provide a seamless, transparent, and customer-focused experience from initial inquiry to signed agreement. We have a standard internal process for lead tracking, leasing and reporting, along with a variety of tools and advertising partners we leverage to maximize our presence and ensure occupancy targets are achieved.

- **Weekly Ops Report:** A comprehensive weekly report that outlines current occupancy and projected occupancy; leads, tours and leases on a weekly and monthly basis; highlights market trends and more.

MARINA WEEKLY OPS REPORT													
PROPERTY NAME		Insert Marina Name					WEEK OF						
PROPERTY ADDRESS		Insert Marina Address											
FOUR WEEK TREND TOTAL													
TRAFFIC		Insert Week 1 Dates		Insert Week 2 Dates		Insert Week 3 Dates		Insert Week 4 Dates					
Leads													
Tours													
Leases													
LEAD CONVERSION													
LEAD SOURCE													
Leads													
Tours													
Leases													
Conversion Ratio													
Market and Traffic Notes													
Current													
Specials/ Recommendation													
12 MONTH TRAFFIC TREND													
		JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Leads													
Tours													
Goal Signed Leases													
Leases													
Closing Ratio		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
RENEWALS													
		JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Lease Expirations											4	18	
Notice to Vacate Received											1		
Renewals Signed													
Renewals Awaiting Response											3		
RENEWAL NOTES													
ACTUAL - SLIP MIX & AVAILABILITY													
DOCK TYPE/AREA		TOTAL INVENTORY	TOTAL LEASED	AVAILABLE	% OCCUPANCY	COMMENTS							
A Dock													
B Dock													
C Dock													
D Dock													
E Dock													
F Dock													
TOTAL		0	0	0									
		100.00%	#DIV/0!	#DIV/0!									
OPERATIONS NOTES													
PREVENTATIVE MAINTENANCE													

Proprietary of F3



SECTION ONE

MARINA
MANAGEMENT
APPROACH

GUEST SERVICES

Communication & Boater Relations

A custom boater relations plan is built within our annual marketing plans to maintain a strong relationship with boaters. This plan includes several avenues for two-way communication and a service focused culture. The onsite team will be responsible for these tasks, with support from the F3 Marina Leadership Team. Below are some examples of what we typically recommend:

- **STAFF RELATIONS:** Each member of the team will know the importance of how to communicate with boaters to create “memorable moments”. They will go out of their way to exceed boaters' expectations. Our commitment to achieve a strong boater relationship, led by our dedicated and qualified staff.
- **MANAGER VISITS:** The Marina General Manager will visit boaters and walk the docks frequently to demonstrate a boater focus and awareness of marina operations. Marina Managers are required to be at the Marina on most weekends as that is when most boaters are there.
- **BOATER EVENTS:** Several times during the year, events will be created that provide an opportunity for boaters to gather, visit with staff in a casual environment and provide feedback to staff on issues important to them.
- **REGULAR NEWSLETTERS:** Information regarding marina updates and upcoming events will be sent to boaters' emails.
- **SURVEYS:** On an annual basis, our Marina Marketing Team will survey boaters to determine specific areas that they value as well as areas they would like to see improved. The F3 marketing team will then create a summary of the results to share with the General Manager and ownership, and present action items for the next year to our boaters.

CAPE MARINA &
BLUEPOINTS MARINA
SCOPE OF
SERVICES & FEES

2



SECTION TWO F3 MARINA SCOPE OF SERVICES

MARINA COMMISSIONING AND MANAGEMENT SERVICES

OPERATIONS

- ✓ Initial Property Audit
- ✓ Contract Review & Management
- ✓ Operators Insurance
- ✓ Create & Implement Emergency Action Plan
- ✓ Create & Implement Daily, Weekly, Monthly & Annual Procedures/Checklists
- ✓ Subcontracting / Vendor Management
- ✓ Purchase & Implementation of MMS (Marina Management Software)
- ✓ Establish Marina Goals & KPIs
- ✓ F3 University Training for GM & All Staff
- ✓ Preventive Maintenance Plan
- ✓ Boater Ship Store
- ✓ Bi-Weekly/Monthly GM Meetings
- ✓ Bi-Weekly/Monthly Client L10 Meetings
- ✓ Semi-Annual Property Inspections
- ✓ Operational Support & Guidance to Staff

ACCOUNTING

- ✓ Setup Accounting Software (Quickbooks)
- ✓ Setup Credit Card Process/ACH
- ✓ Setup Operating Bank Account
- ✓ Review, Develop & Maintain Annual Budget
- ✓ Accounts Payable & Accounts Receivable
- ✓ Cash Management
- ✓ Bank Reconciliation
- ✓ Monthly Financial Reporting
- ✓ Inventory Management
- ✓ Accounting Support to Staff

INFORMATION TECHNOLOGY

- ✓ Setup Remote Access for Support and Accounting
- ✓ Purchase & Install Marina Mgmt/POS/Accounting Hardware & Software
- ✓ Integration of 3rd Party Slip Aggregation
- ✓ Order & Install Computers, Printers, Scanners & Phones as Needed
- ✓ General IT Support to Staff

HUMAN RESOURCES

- ✓ Create Staffing Structure
- ✓ Local Labor Market Review
- ✓ Create Job Descriptions
- ✓ Fill General Manager Role
- ✓ Continued Recruitment Support As Needed
- ✓ Conduct Background Checks
- ✓ Onboard All Staff
- ✓ Payroll Processing
- ✓ Employee Benefit Management
- ✓ Worker's Compensation/Injury Reports
- ✓ Staffing Support (Coaching, Development, Terminations)

COMMUNITY/BOATER RELATIONS

- ✓ Delivering Exceptional Service & Experiences
- ✓ Boater Event Planning
- ✓ Community Outreach Marketing
- ✓ Positioning Marina as a Destination
- ✓ Monthly Boater Newsletters
- ✓ Annual Boater Satisfaction Surveys

SALES & MARKETING

The marketing strategy and budget are based upon the Property's specific needs. A full marketing strategy and budget will be defined after discussing short and long term objectives with the Client, and will be charged at cost. Execution of the marketing plan will be a combination of in-house and third-party initiatives. All costs will be built into the marina's marketing budget.

- ✓ Market Analysis & Rate Study
- ✓ Review Rate Structure, Fees & Promotions
- ✓ Boater Welcome Packets
- ✓ Staff Uniforms
- ✓ F3 Brand Integration
- ✓ Marketing Support & Guidance to Staff
- ✓ Coordination of Marina Marketing and Branding
 - ✓ Annual Marketing Plan
 - ✓ Professional Website Development & Management
 - ✓ Search Engine Optimization (SEO)
 - ✓ Logo Design/Revamp (as needed)
 - ✓ Social Media
 - ✓ Paid Ad Campaigns

SECTION TWO

SCOPE OF
SERVICES & FEES

CAPE MARINA FEE SCHEDULE

MARINA COMMISSIONING FEE

ONE-TIME FEE: \$22,500

- Includes marina start-up due diligence, strategy analysis, operations, accounting, human resources, IT and marketing as detailed in the Scope of Services.

MARINA MANAGEMENT

MONTHLY MANAGEMENT FEE:
\$9,500

- Includes marina operations, accounting, human resources, IT and marketing support as detailed in the Scope of Services.

STAFFING & ON-SITE EMPLOYEE FEE

- On-site staff will be billed at direct cost plus burden. All employee related expenses of any on-site employees will be reimbursed by Owner on a monthly basis at cost plus normal burden such as PTO, SUTA, FUTA, worker's compensation, employee administrative costs, and related benefits, at cost. Owner shall have the right to approve all wage rates in writing in advance. Should owner request PTO coverage for any on-site employee, current labor rates shall apply.

SECTION TWO

SCOPE OF
SERVICES & FEES

BLUEPOINTS MARINA FEE SCHEDULE

MARINA COMMISSIONING FEE

ONE-TIME FEE: \$20,000

- Includes marina start-up due diligence, strategy analysis, operations, accounting, human resources, IT and marketing as detailed in the Scope of Services.

MARINA MANAGEMENT

MONTHLY MANAGEMENT FEE:

Greater of \$12,000 per month or 4.5% revenue (less costs of goods sold)

- Includes marina operations, accounting, human resources, IT and marketing support as detailed in the Scope of Services.

STAFFING & ON-SITE EMPLOYEE FEE

- On-site staff will be billed at direct cost plus burden. All employee related expenses of any on-site employees will be reimbursed by Owner on a monthly basis at cost plus normal burden such as PTO, SUTA, FUTA, worker's compensation, employee administrative costs, and related benefits, at cost. Owner shall have the right to approve all wage rates in writing in advance. Should owner request PTO coverage for any on-site employee, current labor rates shall apply.

Exhibit C

Marina One

(below)



Exhibit D

Marina Two

(below)



Meeting Date

October 28, 2026

**AGENDA ITEM REQUEST**

Section:	Real Estate
Item Number:	5.B
Department:	Real Estate
Requested Action:	Consideration of approving of a temporary access easement to East Coast Zoological Society of Florida ("ECZS") for development of the aquarium and conservation campus, subject to review and approval by General Counsel and authorizing the CEO or his designee to execute same. (Craig Langley)
Summary Explanation & Background: Access to the Aquarium Lease Parcel will be through a future extension of George J. King Boulevard. This Temporary Access Easement is being granted to facilitate construction of the Aquarium Project prior to the completion of the road extension. Once the George J. King Boulevard extension is constructed, this Temporary Access Easement will be replaced with a permanent easement.	
Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:[FINAL - Access Easement Agreement \(Port_Aquarium\) \(002\).pdf](#)

Prepared by and return to:

Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, Florida 32920
Attention: Vice President & General Counsel

TEMPORARY ACCESS EASEMENT AGREEMENT

THIS TEMPORARY ACCESS EASEMENT AGREEMENT (this “Agreement”) is made effective as of this ____ day of _____, 2026 (the “Effective Date”), by and between **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida, whose address is 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920 (“Grantor”) and **EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA**, a Florida not for profit corporation, whose address is 8225 North Wickham Road, Melbourne, Florida 32940 (“Grantee”). Grantor and Grantee are sometimes individually referred to herein as a “Party” and collectively referred to herein as the “Parties”.

RECITALS

A. Grantor has possession, management, and control of Port Canaveral and all port improvements, works, and facilities thereon, including fee simple title to an approximately 11.3± acre parcel situated alongside the Banana River, such real property being situated in Brevard County, Florida, as more particularly depicted on **Exhibit “A”** attached hereto and referred to herein by this reference (the “Property”).

B. Grantor and Grantee are parties to that certain Ground Lease dated September 30, 2026 (the “Ground Lease”) pursuant to which Grantor is leasing to Grantee, and Grantee is leasing from Grantor, that certain parcel of real property particularly identified on **Exhibit “B”** attached hereto and referred to herein by this reference (the “Project Parcel”), on which Grantee will build and operate an aquarium and conservation campus within the Property which shall be open to the public, and among other things, dedicated to the conservation of the Indian River Lagoon (“Grantee’s Operations”).

C. In connection with the Ground Lease and Grantee’s Operations, Grantee has requested that Grantor convey to Grantee a temporary, non-exclusive ingress and egress access easement for vehicular and pedestrian access on, upon, over, across the Property (the “Easement”).

D. Grantor is willing to grant to Grantee the Easement, subject to the terms and conditions provided herein.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Grantee to the Grantor, the mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Ingress/Egress Easement. Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants to Grantee and its successors and assigns, the Easement, for the purpose of ingress and egress access easement for vehicular and pedestrian access to and from the Project Parcel. The Easement shall be used as a non-exclusive access easement by the Parties, and their respective agents, representatives, employees, contractors, subcontractors, vendors, licensees, invitees, guests, successors and assigns, for purposes of ingress and egress to and from the Property and Project Parcel, respectively. The Parties shall not construct or permit any barriers or other improvements within the Easement that prevents access to the Project Parcel (except with the prior written approval of both Parties). Notwithstanding the above, the Parties acknowledge and agree that access may be temporarily, intermittently interrupted as a result of the Party's respective construction activities on the Property.

3. Term; Termination of Temporary Easement. The term of this Agreement shall commence upon the Effective Date. All covenants, rights and obligations related to the Easement shall automatically terminate upon the recording in the public records of Brevard County, Florida, of a permanent easement granted by Grantor to Grantee over the roadway to be constructed on the Property which provides access to the Project Parcel for Grantee, and its successors and assigns. Upon termination and except as otherwise provided herein, this Agreement shall be deemed null and void and be of no further force and effect and the Parties hereto shall be relieved of any further rights and obligations hereunder.

4. Notices. Any notice or other communication permitted or required to be given hereunder by one Party to the other shall be in writing and shall be either (i) hand delivered, or (ii) sent by e-mail with the original sent by either U.S. mail on the same date, or (iii) sent by reputable private courier service (e.g., Federal Express), or (iv) mailed by registered or certified U.S. mail, postage prepaid, return receipt requested, to the Party entitled or required to receive the same at the address specified below or at such other address as may hereafter be designated in writing by any such Party:

To Grantor:

Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920
Attn: Port Director and C.E.O.
Phone: (321) 783-7831 ext. 233
E-Mail: jmurray@portcanaveral.com

With a copy to:

Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920
Attn: Vice President and General Counsel
Phone: (321) 783-7831 ext. 407
E-Mail: clangley@portcanaveral.com

To Grantee:

East Coast Zoological Society of Florida
c/o Brevard Zoo
8225 North Wickham Road
Melbourne, Florida 32940
Attn.: Keith Winsten
Phone: (321) 254-9453 ext 223
E-Mail: KWinsten@brevardzoo.org

With a copy to:

East Coast Zoological Society of
Florida
c/o Brevard Zoo
8225 North Wickham Road
Melbourne, Florida 32940
Attn.: J. Brangan
Phone: (321) 254-9453
E-Mail: jbrangan@brevardzoo.org.

With a copy to:

Foley & Lardner LLP
301 East Pine Street, Suite 1200
Orlando, Florida 32801
Attn: Michael A. Okaty, Esq.
Phone: (407) 244-3229
Email: mokaty@foley.com

All such notices or other communication shall be deemed effective (i) upon delivery, if delivered by hand, certified mail, private courier, or by e-mail, or (ii) upon refusal of delivery if properly addressed.

5. Assignment. Grantee shall not have the right to assign its rights and obligations under this Agreement without the prior written consent of Grantor, which consent may not be

unreasonably withheld, conditioned, or delayed.

6. Entire Agreement. The Parties hereto agree that the entire agreement between the Parties with respect to the easement is set forth in this Agreement and the Exhibits hereto. This instrument may be amended only by an instrument in writing and signed by Grantor and Grantee, or their successors and assigns.

7. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assigns) of the Parties.

8. Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

9. Further Assurances. The Parties, for themselves and their successors and assigns, agree to execute any and all further instruments and documents and take all such action as may be reasonably required to effectuate the terms, provisions, and intent of this Agreement.

10. Captions and Headings. The captions and headings contained in this Agreement are included for convenience only and shall not be considered a part hereof and are not in any way intended to limit or enlarge the terms hereof.

11. Time of the Essence. Time is of the essence of this Agreement as to each of the terms, conditions, obligations and performances contained herein or required hereunder.

12. Miscellaneous. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and the use of any gender shall be held to include every other gender.

13. Recording. The Grantee shall pay all costs necessary to record this Agreement in the Public Records of Brevard County, Florida.

14. Severability. Each and every covenant and agreement contained in this Agreement shall be deemed separate and independent and not dependent upon any other provisions of this Agreement, and the damages for failure to perform same shall be deemed in addition to and separate and independent of the damages accruing by reason of the breach of any other covenant contained in this Agreement. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed in full force and effect.

15. Duplicate Originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

16. Agreement for Exclusive Benefit of Parties. The provisions of this Agreement are for the exclusive benefit of the Property and the Project Parcel, the Parties (and their successors and assigns, representatives, lessees, agents, employees, guests, licensees, and invitees) and not for the benefit of any other persons, and this Agreement shall not be deemed to have conferred any rights, express or implied, upon any other persons.

17. Covenants Run With the Land. It is intended that the covenants, easements, agreements, promises and duties of each Party, as set forth in this Agreement, shall be construed as covenants and not as conditions and that all such covenants shall be enforceable against the covenantor and shall also run with the land or constitute equitable servitudes on the respective Property or Project Parcel.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

WITNESSES:

Signature

Print/Type Name

Address

Signature

Print/Type Name

Address

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

By:

Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this __ day of _____, 20__, by _____, as _____ of CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida, who is [] personally known to me or [] produced _____ as identification.

Notary Public

My Commission Expires:

Witnesses:

Heidi H. Jeffrey
Name: Heidi H. Jeffrey
Address: 321 W. Clark St. - 3000
Ch. Co., IL 60654
Pamela M. Brown
Name: Pamela M. Brown
Address: 301 E. Pine St. - #200
Orlando FL 32801

DEVELOPER:

**EAST COAST ZOOLOGICAL SOCIETY OF
FLORIDA**, a Florida not for profit corporation,

By: [Signature]
Name: Keith Winsten, President

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 15th day of October, 2026, by Keith Winsten as President of **EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA**, a Florida not for profit corporation, on behalf of the corporation. He ☒ is personally known to me or ☐ produced _____ as identification.

(Seal and Expiration Date)

[Signature]
Notary Public



EXHIBIT A
PROPERTY

South Parcel more particularly described on attached
Morgan & Associates Survey Boundary & Topographic Survey dated 4-22-2025
(the “Property”)

SECTION 15, TOWNSHIP 24 SOUTH, RANGE 37 EAST, CANAVERAL PORT AUTHORITY, BREVARD COUNTY, FLORIDA



(J)	DELEGATED	Z	BOUND BY MANDATE
(K)	DEPUTY	1	DEPT. OF AGRICULTURE
(L)	LEGISLATIVE	2	DEPT. OF CASINO
(M)	MAJOR	3	DEPT. OF COMMERCE
(N)	NET	4	DEPT. OF CORRECTIONS
(O)	NETLAND	5	DEPT. OF EDUCATION
(P)	PERSONNEL	6	DEPT. OF HEALTH
(Q)	QUARTERMASTER	7	DEPT. OF HIGHWAYS
(R)	REPRESENTATIVE	8	DEPT. OF HOUSING
(S)	SENATOR	9	DEPT. OF INDIAN AFFAIRS
(T)	TELEPHONE	0	DEPT. OF JUSTICE
(U)	UNITED STATES	1	DEPT. OF LABOR
(V)	VETERAN	2	DEPT. OF LAND
(W)	WARRANT	3	DEPT. OF MARINE CORPS
(X)	WARRANT	4	DEPT. OF MINES
(Y)	YOUTH	5	DEPT. OF NAVY
(Z)	ZONING	6	DEPT. OF PUBLIC WORKS
(1)	LEGISLATIVE	7	DEPT. OF REVENUE
(2)	DEPT. OF AGRICULTURE	8	DEPT. OF SOCIAL WELFARE
(3)	DEPT. OF CASINO	9	DEPT. OF TRANSPORTATION
(4)	DEPT. OF CORRECTIONS	0	DEPT. OF TREASURY
(5)	DEPT. OF EDUCATION	1	DEPT. OF VETERANS AFFAIRS
(6)	DEPT. OF HEALTH	2	DEPT. OF WAR
(7)	DEPT. OF HIGHWAYS	3	DEPT. OF WORK
(8)	DEPT. OF HOUSING	4	DEPT. OF YOUTH
(9)	DEPT. OF INDIAN AFFAIRS	5	DEPT. OF ZONING
(0)	DEPT. OF JUSTICE	6	DEPT. OF AGRICULTURE
(1)	DEPT. OF LABOR	7	DEPT. OF LAND
(2)	DEPT. OF MARINE CORPS	8	DEPT. OF MINES
(3)	DEPT. OF NAVY	9	DEPT. OF PUBLIC WORKS
(4)	DEPT. OF REVENUE	0	DEPT. OF SOCIAL WELFARE
(5)	DEPT. OF TRANSPORTATION	1	DEPT. OF TREASURY
(6)	DEPT. OF VETERANS AFFAIRS	2	DEPT. OF WAR
(7)	DEPT. OF WORK	3	DEPT. OF YOUTH
(8)	DEPT. OF ZONING	4	DEPT. OF AGRICULTURE
(9)	DEPT. OF AGRICULTURE	5	DEPT. OF LAND
(0)	DEPT. OF MINES	6	DEPT. OF PUBLIC WORKS
(1)	DEPT. OF NAVY	7	DEPT. OF REVENUE
(2)	DEPT. OF SOCIAL WELFARE	8	DEPT. OF TRANSPORTATION
(3)	DEPT. OF TREASURY	9	DEPT. OF VETERANS AFFAIRS
(4)	DEPT. OF WAR	0	DEPT. OF WORK
(5)	DEPT. OF YOUTH	1	DEPT. OF ZONING
(6)	DEPT. OF AGRICULTURE	2	DEPT. OF AGRICULTURE
(7)	DEPT. OF LAND	3	DEPT. OF MINES
(8)	DEPT. OF MINES	4	DEPT. OF PUBLIC WORKS
(9)	DEPT. OF PUBLIC WORKS	5	DEPT. OF REVENUE
(0)	DEPT. OF SOCIAL WELFARE	6	DEPT. OF TRANSPORTATION
(1)	DEPT. OF TREASURY	7	DEPT. OF VETERANS AFFAIRS
(2)	DEPT. OF WAR	8	DEPT. OF WORK
(3)	DEPT. OF YOUTH	9	DEPT. OF ZONING
(4)	DEPT. OF AGRICULTURE	0	DEPT. OF AGRICULTURE
(5)	DEPT. OF LAND	1	DEPT. OF MINES
(6)	DEPT. OF MINES	2	DEPT. OF PUBLIC WORKS
(7)	DEPT. OF PUBLIC WORKS	3	DEPT. OF REVENUE
(8)	DEPT. OF REVENUE	4	DEPT. OF TRANSPORTATION
(9)	DEPT. OF TRANSPORTATION	5	DEPT. OF VETERANS AFFAIRS
(0)	DEPT. OF VETERANS AFFAIRS	6	DEPT. OF WORK
(1)	DEPT. OF WORK	7	DEPT. OF ZONING
(2)	DEPT. OF ZONING	8	DEPT. OF AGRICULTURE
(3)	DEPT. OF AGRICULTURE	9	DEPT. OF LAND
(4)	DEPT. OF LAND	0	DEPT. OF MINES
(5)	DEPT. OF MINES	1	DEPT. OF PUBLIC WORKS
(6)	DEPT. OF PUBLIC WORKS	2	DEPT. OF REVENUE
(7)	DEPT. OF REVENUE	3	DEPT. OF TRANSPORTATION
(8)	DEPT. OF TRANSPORTATION	4	DEPT. OF VETERANS AFFAIRS
(9)	DEPT. OF VETERANS AFFAIRS	5	DEPT. OF WORK
(0)	DEPT. OF WORK	6	DEPT. OF ZONING
(1)	DEPT. OF ZONING	7	DEPT. OF AGRICULTURE
(2)	DEPT. OF AGRICULTURE	8	DEPT. OF LAND
(3)	DEPT. OF LAND	9	DEPT. OF MINES
(4)	DEPT. OF MINES	0	DEPT. OF PUBLIC WORKS
(5)	DEPT. OF PUBLIC WORKS	1	DEPT. OF REVENUE
(6)	DEPT. OF REVENUE	2	DEPT. OF TRANSPORTATION
(7)	DEPT. OF TRANSPORTATION	3	DEPT. OF VETERANS AFFAIRS
(8)	DEPT. OF VETERANS AFFAIRS	4	DEPT. OF WORK
(9)	DEPT. OF WORK	5	DEPT. OF ZONING
(0)	DEPT. OF ZONING	6	DEPT. OF AGRICULTURE
(1)	DEPT. OF AGRICULTURE	7	DEPT. OF LAND
(2)	DEPT. OF LAND	8	DEPT. OF MINES
(3)	DEPT. OF MINES	9	DEPT. OF PUBLIC WORKS
(4)	DEPT. OF PUBLIC WORKS	0	DEPT. OF REVENUE
(5)	DEPT. OF REVENUE	1	DEPT. OF TRANSPORTATION
(6)	DEPT. OF TRANSPORTATION	2	DEPT. OF VETERANS AFFAIRS
(7)	DEPT. OF VETERANS AFFAIRS	3	DEPT. OF WORK
(8)	DEPT. OF WORK	4	DEPT. OF ZONING
(9)	DEPT. OF ZONING	5	DEPT. OF AGRICULTURE
(0)	DEPT. OF AGRICULTURE	6	DEPT. OF LAND
(1)	DEPT. OF LAND	7	DEPT. OF MINES
(2)	DEPT. OF MINES	8	DEPT. OF PUBLIC WORKS

SHEET 1 OF 5: COVER
LEGAL DESCRIPTIONS, EXCEPTIONS, SURVEYOR'S NOTES
SHEET 2 OF 5: BOUNDARY
SHEET 3 OF 5: NORTH TOPO
SHEET 4 OF 5: SOUTH TOPO
SHEET 5 OF 5: ADDITIONAL SURVEYED AREAS

ALL OF THE RECORDING INFORMATION CONTAINED HEREIN REFERS TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, UNLESS OTHERWISE INDICATED. ANY REFERENCE HEREIN TO A BOOK AND PAGE OR INSTRUMENT NUMBER IS A REFERENCE TO THE OFFICIAL RECORD BOOKS OF SAID COUNTY, UNLESS INDICATED TO THE CONTRARY.

Δ ADDITIONAL SCOPE ADDED	4/22/2025
Δ ADDITIONAL SCOPE ADDED	3/7/1/2026
Δ SOUTH PARCEL ADDED	3/7/5/2023
Δ NEW TITLE COMMITMENT	9/9/2022
Δ REVISED CEMENTS 14 AC	6/17/2022
Δ SURVEYED WETLANDS ADDED	3/7/20/2022
Δ SURVEYED BONES ADDED	4/7/2022
Δ UNIVERSAL BONES ADDED	3/7/2023
Δ TOPOG ADDED	3/7/2023
Drawn: J. HUSSEY	1/30/2022
Checked: J. HUSSEY	1/30/2022

A PARCEL OF LAND IN SECTION 15, TOWNSHIP 24 SOUTH, RANGE 37 EAST, CANAVERAL PORT AUTHORITY, BREVARD COUNTY, FLORIDA, LYING SOUTH AND WEST OF STATE ROAD 528, SAID ROAD ALSO BEING KNOWN AS BEACHLINE EXPRESSWAY, SAID ROAD ALSO BEING KNOWN AS STATE ROAD 61A, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE END OF THE BASELINE OF SURVEY OF STATE ROAD 528, LINE A, ACROSS TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 70080, SAH1 POINT HAVING A STATION OF 69.45 FEET; THENCE SOUTHWESTERLY ALONG SAH1 POINT TO AN INTERSECTION WITH THE CENTERLINE OF A NORTHEASTING OF 77891.0367, ACCORDING TO SAID RIGHT OF WAY MAP, SAU1 COORDINATE SYSTEM 30.0 POINT BEING IN U.S. SURVEY FEET FROM FLORIDA'S STATE PLANE COORDINATE SYSTEM, EAST ZONE 801, NORTH ARROW 116° 00' 00"; THENCE SOUTHWESTERLY ALONG SAH1 POINT TO AN INTERSECTION WITH THE CENTERLINE OF 63.45 FEET TO A POINT LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY OF STATE ROAD 528 OVER FERRIS ROAD, SAH1 POINT BEING IN U.S. SURVEY FEET FROM FLORIDA'S STATE PLANE COORDINATE SYSTEM, EAST ZONE 801, NORTH ARROW 116° 00' 00"; THENCE SOUTHWESTERLY ALONG SAH1 POINT TO AN INTERSECTION WITH THE CENTERLINE OF 455.47 FEET, THENCE DEPARTING SAH1 POINT SOUTHWESTERLY RIGHT OF WAY A DISTANCE OF 125.54 FEET TO A POINT HAVING A STATION OF 116.00 FEET; THENCE SOUTHWESTERLY ALONG SAH1 POINT TO AN INTERSECTION WITH THE CENTERLINE OF 116.00 FEET, THENCE DEPARTING SAH1 POINT NORTHEASTING OF 147954.621, AND AN EASTING OF 778447.656, ACCORDING TO THE APPRAISED COORDINATE SYSTEM 30.0, SAH1 POINT BEING IN U.S. SURVEY FEET FROM FLORIDA'S STATE PLANE COORDINATE SYSTEM, EAST ZONE 801, NORTH ARROW 116° 00' 00".

INDEED CONTINUE, S82°28'38" E, 468.80 FEET, NORTH OF AND PARALLEL, WITH THE SOUTH LINE OF LANDS DESCRIBED IN DEED BOOK 283, PAGE 507, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SAID SOUTH LINE ALSO BEING THE NORTH LIMITS OF THE CITY OF CAPE CANAVERAL, SAID SOUTH LINE ALSO BEING THE SOUTH LIMITS OF CANAVERAL PORT AUTHORITY, A DISTANCE OF 600.34 FEET; THENCE RUN S00°22'57" E, A DISTANCE OF 111.11 FEET TO THE POINT OF BEGINNING OF THE EASEMENT; OR, BEING THE NORTH LINE OF THE EASEMENT DESCRIBED IN DEED BOOK 283, PAGE 507, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S89°32'23" E, A DISTANCE OF 522.66 FEET TO A POINT Lying ON THE SAID UPRAMP LINE OF THE BANANA AVENUE, BREVARD COUNTY, FLORIDA; THENCE RUN N00°00'00" E, A DISTANCE OF 88.00 FEET TO THE BANANA AVENUE;

1. N133°28'28" W, A DISTANCE OF 65.84 FEET; 2. N133°36'28" W, A DISTANCE OF 42.65 FEET; 3. N09°51'26" W, A DISTANCE OF 14.81 FEET; 4. N02°41'14" E, A DISTANCE OF 43.53 FEET; 5. N22°30'30" W, A DISTANCE OF 83.66 FEET; 6. N22°30'30" W, A DISTANCE OF 88.00 FEET; 7. N22°30'30" W, A DISTANCE OF 74.23 FEET; 8. N22°32'30" W, A DISTANCE OF 88.00 FEET; 9. N29°51'51" W, A DISTANCE OF 88.96 FEET;

THENCE DEPARTING SAID S89°14'00" E, RUN N00°18'44" W, A DISTANCE OF 158.00 FEET TO A POINT LYING ON THE SOUTH LINE OF STATE ROAD 528, ACCORDING TO ACREMENTED RIGHT OF WAY MAP OF WAY MAP; THENCE RUN N89°01'18" E, ALONG SAID SOUTH LINE OF WAY OF STATE ROAD 528, A DISTANCE OF 167.31 FEET TO A POINT OF INTERSECTION OF SAID SOUTH LINE UNDER ACCESS RIGHT OF WAY (SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING OF THE EASEMENT); OR, BEING THE POINT OF INTERSECTION OF THE ACREMENTED RIGHT OF WAY MAP, SAID POINT HAVING A NORTHING OF 1480330.54, AND AN EASTING OF 777284.48, ACCORDING TO ACREMENTED COORDINATE SYSTEM); THENCE RUN S78°59'02" E, ALONG THE SOUTH LINE OF THE EASEMENT, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING OF THE EASEMENT; THENCE, WITH NON-TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1300.50 FEET; THENCE FROM A TANGENT BEARING OF S62°42'28" E, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°26'06", AN ARC LENGTH OF 758.68 FEET (SAID ARC OF SAID CURVE SUBTENDED BY A CHORD BEARING OF S82°42'28" E, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING OF THE EASEMENT);

CONTAINING: 613.51635 SQUARE FEET, OR 14.084 ACRES, MORE OR LESS

A PARCEL OF LAND IN SECTION 15, TOWNSHIP 24 SOUTH, RANGE 37 EAST, CANANAL PORT AUTHORITY, BRACEL COUNTY, FLORIDA, LYING SOUTH AND WEST OF STATE ROAD 528, SAID ROAD ALSO BEING KNOWN AS BEACHLINE EXPRESSWAY, SAID ROAD ALSO BEING KNOWN AS STATE ROAD A1A, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible][illegible]

THENCE DEPARTING SAID SAFE UPLAND LINE, RUN N88°37'23"E A DISTANCE OF 522.96 FEET; THENCE N00°22'37"W A DISTANCE OF 21.13 FEET; THENCE N89°37'23"E A DISTANCE OF 620.34 FEET TO THE POINT OF BEGINNING.

CONTAINING: 496,045.91 SQUARE FEET, OR 11.388 ACRES, MORE OR LESS

A PARCEL OF LAND IN SECTION 15, TOWNSHIP 24 SOUTH, RANGE 37 EAST, DANMARSH PORT AUTHORITY, BREVARD COUNTY, FLORIDA, LYING SOUTH AND WEST OF STATE ROAD 528, SAID ROAD ALSO BEING KNOWN AS BEACHLINE EXPRESSWAY, SAID ROAD ALSO BEING KNOWN AS STATE ROAD A1A, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

1: N13°36'28"W A DISTANCE OF 65.84 FEET;
2: N13°36'28"W A DISTANCE OF 42.85 FEET;

3. N08°51'56"W A DISTANCE OF 14.81 FEET;
4. N02°41'16"W A DISTANCE OF 10.61 FEET;
5. TO THE POINT OF BEGINNING OF THE FOLLOWING SUBMERGED LEASE PARCEL:
THENCE DEPARTING SAID SAFE UPLAND LINE AND INTO THE SUBMERGED WATERS OF THE DANAWA RIVER, RUN THE FOLLOWING 4 COURSES:
THENCE SUBMERGED WATERS BEING CONVEYED BY THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA TO THE CANALWATER
THENCE BY THE STATE OF FLORIDA, BY DEED BOOK 288, PAGE 507 AND DEED BOOK 286, PAGE 277,
THENCE DEAD BOWKS BEING THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA:
1. S87°14'30"W A DISTANCE OF 136.22 FEET;
2. N85°03'24"W A DISTANCE OF 132.22 FEET;
3. N13°00'00"W A DISTANCE OF 132.99 FEET;
4. S77°00'00"W A DISTANCE OF 146.81 FEET TO (D) SAID SAFE UPLAND LINE.
THENCE RUN THE FOLLOWING 4 COURSES ALONG SAID SAFE UPLAND LINE:
1. S22°58'34"E A DISTANCE OF 28.00 FEET;
2. S20°07'58"E A DISTANCE OF 82.59 FEET;
3. S11°28'46"E A DISTANCE OF 93.06 FEET;
4. S02°41'16"E A DISTANCE OF 10.61 FEET TO THE POINT OF BEGINNING.

CONTAINING: 35,585.64 SQUARE FEET, OR 0.817 ACRES, MORE OR LESS

PER COMMITMENT FOR TITLE INSURANCE AS PROVIDED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY;
ORDER NO. 9843847,
COMMITMENT DATE: AUGUST 26, 2022 AT 5:00 PM; REVISION NO. 4: 8/31/2022

3. NOT A SURVEY MATTER.
4. NOT A SURVEY MATTER.
5. STANDARD EXCEPTIONS:
 - A. ENCROACHMENT OF 6' CHAIN-LINK FENCE ALONG NORTH PROPERTY LINE IS MAPPED.
 - B. NOT A SURVEY MATTER. C. NOT A SURVEY MATTER. D. NOT A SURVEY MATTER.
6. FLORIDA POWER & LIGHT COMPANY EASEMENT RECORDED IN DEED BOOK 397, PAGE 453 AFFECTS THE SUBJECT PROPERTY & IS BLANKET IN NATURE, NON-PLOTTABLE (APPLICABLE TO THE ENTIRETY OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 15). *NOTE: THIS EASEMENT REFERS TO TWO EXHIBITS NOT PROVIDED TO THE SURVEYOR: "ATTACHED DRAWINGS E-17313 SHEET 3 AND E-17313 SHEET 4, MARKED AS EXHIBIT A AND EXHIBIT B, RESPECTIVELY AND HAVE A PART HEREOF". THE SURVEYOR HAS BEEN PROVIDED WITH DEED BOOK 397, PAGES 454 & 455, AND BELIEVES THEY MAY DERIVE MORE INFORMATION TO DETERMINE WHETHER SAID EASEMENT IS BLANKET IN NATURE OR HAS MORE FINITE GEOMETRY.
7. LEASE NO. 713 RECORDED IN DEED BOOK 435, PAGE 108 AFFECTS ALL SUBMERGED AREAS OF THE BANANA RIVER WITHIN RANGES 22 SOUTH, RANGE 37 EAST LYING COINCIDENT TO THE SUBJECT PROPERTY & IS BLANKET IN NATURE, NON-PLOTTABLE.
8. DOES NOT AFFECT THE SUBJECT PROPERTY.
9. PERPETUAL EASEMENT IN FAVOR OF STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 268, PAGE 312 AFFECTS THE SUBJECT PROPERTY. STATE ROAD RIGHT-OF-WAY LYING COINCIDENT TO THE SUBJECT PROPERTY DERIVED IN SECTION 70080 WITHIN SAID OFFICIAL RECORDS BOOK ARE MAPPED AS SHOWN HEREIN.
10. EASEMENT IN FAVOR OF THE STATE OF FLORIDA RECORDED IN OFFICIAL RECORDS BOOK 426, PAGE 655 AFFECTS THE SUBJECT PROPERTY. STATE ROAD RIGHT-OF-WAY LYING COINCIDENT TO THE SUBJECT PROPERTY DERIVED IN SECTION 70080 WITHIN SAID OFFICIAL RECORDS BOOK ARE MAPPED AS SHOWN HEREON.
9. EASEMENT IN FAVOR OF THE UNITED STATES OF AMERICA RECORDED IN OFFICIAL RECORDS BOOK 687, PAGE 846 AFFECTS ALL SUBMERGED AREAS COINCIDENT WITH THE SUBJECT PROPERTY (TRACT & SPOIL AREA 19) & IS MAPPED AND SHOWN HEREON.
10. INTENTIONALLY DELETED.
11. INTENTIONALLY DELETED.
12. QUOT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 5778, PAGE 9903 AFFECTS THE SUBJECT PROPERTY, AND IS MAPPED AS SHOWN HEREON.
13. SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THAT CERTAIN LEASE BY AND BETWEEN CANAVERAL PORT AUTHORITY, LANDLORD, AND EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, A FLORIDA NON PROFIT CORPORATION, TENANT, DATED _____, AS EVIDENCED BY MEMORANDUM OF LEASE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____.
14. EASEMENT AGREEMENT (PASSIVE RECREATIONAL AND EDUCATIONAL USE) BY AND BETWEEN CANAVERAL PORT AUTHORITY, AND EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, A FLORIDA NON PROFIT CORPORATION, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____.
15. ACCESS EASEMENT AGREEMENT BETWEEN CANAVERAL PORT AUTHORITY, AND EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA, A FLORIDA NON PROFIT CORPORATION, RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____. THE SURVEYOR IS NOT AWARE OF ANY CLAIMS OF THE SUBJECT PROPERTY BEING SOVEREIGN LANDS OF THE STATE OF FLORIDA.
16. NOT A SURVEY MATTER.
17. NOT A SURVEY MATTER.
18. NOT A SURVEY MATTER.
19. NOT A SURVEY MATTER.
20. NOT A SURVEY MATTER.
21. A. SITE BOUNDARY HAS BEEN REVISED, AS SUCH, THE CONCRETE PAD AND MULTI-COLUMN SIGN ARE NOW NOT ENCROACHMENTS ON THE SUBJECT PROPERTY.
B. ENCROACHMENT OF 6' CHAIN-LINK FENCE IS MAPPED AND SHOWN HEREON.
C. SITE BOUNDARY HAS BEEN REVISED, AS SUCH, THE WOOD POLE, OVERHEAD WIRES, AND COMMUNICATION RISER ARE NOW NOT ENCROACHMENTS ON THE SUBJECT PROPERTY.

1. TYPE OF SURVEY: BOUNDARY & TOPOGRAPHIC SURVEY

2. BEARINGS HEREON ARE REFERRED TO AN ASSUMED VALUE OF N38°01'54"W FOR THE BASELINE OF SURVEY (AND THE EXTENSION THEREOF) OF "STATE ROAD 528, LINE A", THE END BASELINE SURVEY, FOR STATE ROAD 528, LINE A, (STATION 821+52.90) WAS HELD FOR POSITION, AND THE POINT OF INTERSECTION OF CURVE NO. 7 (STATION 809+52.68) WAS HELD FOR ROTATION. SAID BEARING IS IDENTICAL TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT OF WAY MAP, SECTION NO. 70080, F.P. NO. 430202-3. STATIONING DEPICTED ON THIS SURVEY REFLECTS THE RECORD VALUES WITHIN SAID RIGHT OF WAY MAP.

3. NORTHINGS & EASTINGS SHOWN HEREON ARE REFERRED IN U.S. SURVEY FEET TO FLORIDA'S STATE PLANE COORDINATE SYSTEM, EAST ZONE 901, NORTH AMERICAN DATUM OF 1983 (NAD83). SAID NORTHINGS & EASTINGS WERE DERIVED USING FLORIDA'S PERMANENT REFERENCE NETWORK (FPRN). SAID NORTHINGS AND EASTINGS ARE GROUND VALUES.

4. ELEVATIONS SHOWN HEREON ARE REFERENCED IN FEET TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, AND WERE DETERMINED BY PERFORMING A CLOSED CONVENTIONAL LEVEL LOOP USING NATIONAL GEODETIC SURVEY (NGS) BENCHMARK "T 648", PID NO. DK6636, AS THE SOURCE. SAID BENCHMARK IS A BRASS DISK, STAMPED: "T 645 2006", HAVING AN ELEVATION OF 2.57' (NAVD88).

5. ONLY OPEN AND NOTORIOUS EVIDENCE OF EASEMENTS AND RIGHT-OF-WAY ARE LOCATED AND SHOWN HEREON. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, OR OTHER LIMITATIONS, EITHER RECORDED OR IMPLIED. NO OPINION OF TITLE OR OWNERSHIP IS HEREBY EXPRESSED OR IMPLIED BY THE SURVEYOR. EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON ONLY INCLUDE THOSE PROVIDED TO THE SURVEYOR. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

6. SOME FEATURES SHOWN HEREON MAY BE EXAGGERATED FOR PICTORIAL PURPOSES. PUBLISHED DIMENSIONS WILL PRECEDE MAP SCALING.

7. THE SUBJECT PROPERTY LIES IN FLOOD ZONE "X" (AREA OF MINIMAL FLOOD HAZARD); FLOOD ZONE "X", 0.2% ANNUAL CHANCE; FLOOD ZONE "A" (BASE FLOOD ELEVATION=3'); FLOOD ZONE "B" (BASE FLOOD ELEVATION=4'); PER FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO. 12009C035H, MAP REVISED DATE: JANUARY 29, 2021. COMMUNITY NO. 120619. PANEL NO. 0363. SUFFIX H.

BOUNDARY & TOPOGRAPHIC SURVEY
SECTION 15
TOWNSHIP 24 SOUTH, RANGE 37 EAST
CANAVEL PORT AUTHORITY
BREVARD COUNTY, FLORIDA

**MORGAN
& Associates**
Consulting Engineers, Inc.

Project #: 2024-
Drawing #: 100-100

Scale:
Horiz. 1" = 100'
Vert. N/A

BOUNDARY

BOUNDARY
& TOP

SHEET 1 OF

been prepared under my
supervision in accordance with the
Standards of Practice set
by The Florida Board of
Accounting.

Florida Statute, Chapter 27,
in Chapter 27-1, Florida
Administrative Code, para.
Section 472.027, Florida
Teg. Certification is a sta

person's own opinion about
surveyor's knowledge, info
and skills, etc. It is time-
taking 'old evidence' ex-

is the subject of a new survey or implied survey. This survey is the implied original survey and not.

Digitally signed
by: Enayal S

by Samuel C.
Bowers
Date: 2025.04.23

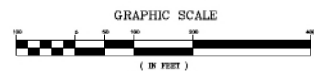
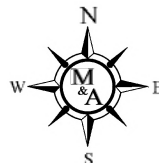
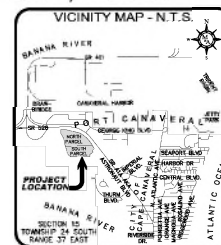
17:04:48-0400

SAMUEL D. HUNTER
PROFESSIONAL SURVEYOR
MAPPER #2000
4/20/2005

SURVEY DATE _____

SECTION 15, TOWNSHIP 24 SOUTH, RANGE 37 EAST, CANAVERAL PORT AUTHORITY, BREVARD COUNTY, FLORIDA

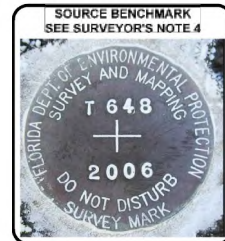
SECTION 15, TOWNSHIP 24 SOUTH, RANGE 37 EAST, CANAVERAL PORT AUTHORITY, BREVARD COUNTY, FLORIDA



PUBLIC RECORDS INFORMATION
ALL OF THE RECORDING INFORMATION CONTAINED HEREIN REFERS TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, UNLESS OTHERWISE INDICATED. ANY REFERENCE HEREIN TO A BOOK AND PAGE OR INSTRUMENT NUMBER IS REFERENCE TO THE OFFICIAL RECORDS OF SAID COUNTY, UNLESS INDICATED TO THE CONTRARY.

NE CORNER OF SECTION 15-
TOWNSHIP 24 SOUTH, RANGE 37 EAST
CERTIFIED CORNER RECORD NO. 34963
(COMMERCIAL BUILDING
NO LONGER OCCUPIES CORNER)
AND MONUMENT CORNER

SOURCE BENCHMARK
SEE SURVEYOR'S NOTE 4



**BORE
LOCATIONS**

17
GROUND = 11.81
18
TOP PFC = 6.48
TOP PFC = 6.78
19
GROUND = 6.57
20
GROUND = 13.58
TOP PFC = 14.50
21
GROUND = 2.71
TOP PFC = 10.18
22
GROUND = 8.33
23
GROUND = 7.06
24
GROUND = 10.38
25
GROUND = 15.23
26
GROUND = 6.37
TOP PFC = 6.53
27
GROUND = 2.41
28
GROUND = 11.23
29
GROUND = 6.99
30
GROUND = 5.95
31
GROUND = 7.86
32
GROUND = 4.56
33
GROUND = 15.58
34
GROUND = 15.58

BOUNDARY & TOPOGRAPHIC SURVEY
SECTION 15
TOWNSHIP 24 SOUTH, RANGE 37 EAST
CANAVERAL PORT AUTHORITY
BREVARD COUNTY, FLORIDA

MORGAN & Associates
Consulting Engineers, Inc.

Project #: 2024-103

Scale:
Horiz. 1" = 100'

Street 41

& TOPO

Use Glue to join this section.

Standards of Practice as set by The Florida Board of Professional Surveyors and Map

This Certification is a statement of professional opinion issued to:

existing 'old evidence and
debatable evidence on pre-
is the surveys' and 'a set of
assumed or implied concepts

and week.

by
J. Bowers

5:03-04'00

SAMUEL C. BOWERS, F.
PROFESSIONAL SURVEYOR
MAPPER #5220

SURVEY DATE _____

Digitally signed by
Samuel C. Bowers
Date: 2025.04.22
17:05:03 -04'00'

SAMUEL C. BOWENS, F.
PROFESSIONAL SURVEYOR
MAPPER #5090
4/22/2025
EXPIRATION DATE

EXHIBIT B
PROJECT PARCEL

[TO BE ATTACHED]

Section 15, Township 24 South, Range 37 East, Brevard County, Florida

Legal Description (by surveyor)

A parcel of land in Section 15, Township 24 South, Range 37 East, Canaveral Port Authority, Brevard County, Florida, lying South and West of State Road 528, said road also being known as Beachline Expressway, said road also being known as State Road A1A, being more particularly described as follows:

Commence at the end of the Baseline of Survey of State Road 528, Line A, according to Florida Department of Transportation Right of Way Map Section No. 70080, said point having a station of: 821+62.90 according to said Right of Way Map, said point having a northing of 1479383.9500, and an easting of 778971.0361, according to said Right of Way Map, said coordinate system of said point being in U.S. Survey feet per Florida's State Plane Coordinate System, East Zone 901, North American Datum of 1983, and run S51°58'16"W perpendicular to said Baseline of Survey a distance of 63.45 feet to a point lying on the Southwesterly right of way of State Road 528 per Florida Department of Transportation Right of Way Map Section No. 70070-2502; thence run N49°12'30"W along said Southwesterly right of way a distance of 459.47 feet; thence departing said Southwesterly right of way, run S89°37'23"W a distance of 125.54 feet to a point having a station of 816+25.22, range right 250.64 feet, according to said State Road 528 Line A, said point having a northing of 1479644.21, and an easting of 778447.66 according to the aforesaid coordinate system, said point being the Point of Beginning of the following described parcel of land:

Thence continue S89°37'23"W, 482.90 feet North of and parallel with the South line of lands described in Deed Book 283, Page 507, Public Records of Brevard County, Florida (said South line also being the North limits of the City of Cape Canaveral, said South line also being the South limits of Canaveral Port Authority) a distance of 620.34 feet; thence run S00°22'37"E a distance of 31.13 feet to a point 451.77 feet North of and parallel with the said South line of lands described in Deed Book 283, Page 507, Public Records of Brevard County, Florida; thence run S89°37'23"W a distance of 522.96 feet to a point lying on the safe upland line of the Banana River; thence run the following 9 courses along said safe upland line of the Banana River:

- 1: N13°36'28"W a distance of 65.84 feet; 2: N13°36'28"W a distance of 42.65 feet;
- 3: N08°51'58"W a distance of 14.81 feet; 4: N02°41'18"W a distance of 43.03 feet;
- 5: N11°35'46"W a distance of 93.06 feet; 6: N20°07'58"W a distance of 82.59 feet;
- 7: N22°59'33"W a distance of 74.23 feet; 8: N32°27'35"W a distance of 69.40 feet;
- 9: N29°51'19"W a distance of 86.96 feet;

Thence departing said safe upland line, run N00°18'44"W a distance of 168.00 feet to a point lying on the South limited access right of way of State Road 528, according to aforementioned Right of Way Map; thence run N89°41'16"E along said South right of way of State Road 528 a distance of 167.31 feet to a point of intersection of said South limited access right of way (said point having a State Road 528 "Line A" station of 800+86.20, range right 120.00 feet, according to

aforementioned Right of Way Map, said point having a northing of 1480308.54, and an easting of 777284.48, according to aforementioned coordinate system); thence run S76°59'02"E along the Southwesterly right of way of State Road 528 a distance of 640.70 feet to an intersection with a non-tangent curve to the right, concave Southwesterly, having a radius of 1300.50 feet; thence from a tangent bearing of S62°45'29"E, run Southeasterly along the arc of said curve through a central angle of 33°28'08", an arc length of 759.68 feet (said arc of said curve subtended by a chord bearing of S46°01'25"E, and a chord length of 748.92 feet) to the Point of Beginning.

Meeting Date

October 28, 2026

**AGENDA ITEM REQUEST**

Section:	Real Estate
Item Number:	5.C
Department:	Real Estate
Requested Action:	Consideration of approving a 4th Amendment to the Development Agreement with the East Coast Zoological Society ("ECZS") for development of the aquarium and conservation campus, subject to review and approval by General Counsel and authorizing the CEO or his designee to execute same (Craig Langley)
<p>Summary Explanation & Background:</p> <p>On October 6, 2021, CPA and ECZS entered into a Development Agreement for the planning and future development of an aquarium and conservation campus dedicated to the Indian River Lagoon on an approximately 14-acre parcel located on the Banana River (the "Project"). The Development Agreement has been amended three times since its original approval to adjust the development schedule and clarify development obligations as design and planning progressed. At the September 2026 Board Meeting, CPA approved the Lease to ECZS marking an important development milestone.</p> <p>This 4th Amendment to the DA updates the Master Timeline (Exhibit H) to reflect the current status of development and adjust future milestones based on the anticipated development schedule. The Amendment also details measures CPA will take during the design, construction and post construction phases of the George King Blvd extension/S.R. 528 Flyover to mitigate impacts to the Project. The Amendment further revises the Port's contribution toward the George King Blvd extension and Project entry roads from a shared infrastructure contribution capped at \$3.5M to the Port paying for the full cost of design and construction. The Port contribution of up to \$3.5M may still be utilized to fund other infrastructure improvements as outlined in the DA.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:[4th Amend. to DA.pdf](#)

**FOURTH AMENDMENT TO
DEVELOPMENT AGREEMENT**

THIS FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT (this “Amendment”) is made and entered into as of _____, 2026, by and between **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida (the “Port”), and **EAST COAST ZOOLOGICAL SOCIETY OF FLORIDA**, a Florida not for profit corporation (“Developer”) (the Port and the Developer being collectively referred to herein as the “Parties”).

RECITALS:

WHEREAS, the Port and the Developer are the parties to that certain Development Agreement effectively dated October 6, 2021 as amended by that certain First Amendment to Development Agreement dated August 17, 2022, the Second Amendment to Development Agreement dated September 25, 2024, and the Third Amendment dated December 11, 2024 (together, the “Agreement”), the purpose of which is to provide for the development of a new conservation campus and aquarium open to the public and dedicated to education and the conservation of the Indian River Lagoon, as further described in the Agreement. Unless otherwise expressly defined herein, all capitalized terms used herein shall have the meanings set forth in the Agreement;

WHEREAS, the Port and the Developer desire to amend the Agreement on the following terms and conditions; and

WHEREAS, any capitalized term not otherwise defined herein shall have the meaning as set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. **Recitations.** The foregoing recitations of fact are true and correct and are incorporated herein by reference.
2. **Master Timeline.** Exhibit H (Master Timeline) to the Agreement is hereby deleted in its entirety and replaced with Exhibit H attached to this Amendment.
3. **Infrastructure Improvements.** Section 6.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“6.2 **Infrastructure Improvements.** The Port shall provide up to a maximum of three million five hundred thousand and no/100 dollars (\$3,500,000.00) of infrastructure improvements (the “**Infrastructure Contribution**”) that are specifically needed to serve the Project and its infrastructure requirements, which shall cover all or a portion of the following improvements and which improvements must be completed on or prior to the completion of construction for the Project: (a) Water, sewer and telecom brought to the Property boundary (where it meets with the entry road); and (b) Stormwater conveyance from the stormwater drainage inlet to be located northwest of Property in accordance with Environmental Resource Permit 05-0244902-001 to the offsite pond (collectively referred to as the “**Infrastructure Improvements**”). The extension of sewer to the Property boundary shall be sized adequate

to service the water demand and sewer capacity requirements for the Project as provided in the Site Plan and as required by the Florida Building Code. Disposal of hazardous waste, marine wastes or salt water into the sanitary sewer is prohibited. The Developer shall complete all the Infrastructure Improvements and shall be reimbursed by the Port in accordance with this Section.

6.2.1 Any desired upgrade to these above Infrastructure Improvements shall be paid by Developer and Developer shall be responsible for future maintenance of upgraded improvements. Developer shall construct and maintain, at Developer's expense, any desired improvements to entry road to the Project (the "Access Drive") through the Future Development Area. Developer shall be responsible for the cost of constructing and maintaining the Access Drive and all related improvements. Notwithstanding the foregoing, Developer, at Developer's sole cost and expense shall be responsible for obtaining any other necessary or desired utilities for the Project.

6.2.2 The Port shall deliver the Infrastructure Contribution to Developer on or prior to the date that is thirty (30) days after Developer: (i) substantially completes the Infrastructure Improvements; (ii) delivers to the Port final, unconditional, lien waivers from Developer's general contractor in Florida statutory form; (iii) terminates of any Notices of Commencement encumbering the Project, and (iv) provides to Landlord a written request for payment of the Infrastructure Contribution, which written request shall specifically address Developer's satisfaction of the conditions set forth above and include any documentation required by the conditions set forth above.

4. **GKB Extension.** The Agreement is hereby amended to add a new Section 6.12 as follows:

"6.12 **GKB Extension.** Notwithstanding anything contained in the Agreement to the contrary, the Port, at its sole cost and expense, shall design and construct the George King Boulevard Extension and the Entry Road(s) from the George King Boulevard Extension to the Project's southern boundary. Further, the George King Boulevard Extension may include a State Road 528 overpass as more particularly described in Section 2.5 of the Lease (the "GKB Extension"). The initial location and configuration of the GKB Extension are shown on **Exhibit "G"** of the Lease. Port and Developer agree to cooperate in good faith to determine the location and configuration of the GKB Extension and in the mitigation of impacts (e.g., noise, light, visual aesthetics, signage) resulting from the GKB Extension to Tenant's development, including, without limitation, its parking facilities, as more particularly provided herein. During the design stage of the GKB Extension, Port shall:

- a. Share plans with Developer at major design intervals;
- b. Provide opportunity for Developer input on the alignment and configuration of the GKB Extension and the Entry Road(s);
- c. Provide opportunity for Developer input on the aesthetics of the GKB Extension;
- d. Provide opportunity for Developer input on the aesthetics of the Entry Road(s) between the GKB Extension and the Property; and
- e. Incorporate into the design, measures to improve the aesthetics of the GKB Extension and mitigate the light and noise impacts, at Port's sole cost and expense.

Following the design and prior to the construction of the GKB Extension, Port shall:

- a. Identify the number and location of lost parking spaces resulting from the GKB extension.

- b. Work with Developer on a mutually agreed upon approach to replace the lost parking.
- c. Design and construct compensatory parking for parking spaces lost as a result of the GKB Extension, at Port's sole cost and expense to be available upon opening of the aquarium; and
- d. Grant a permanent easement to Developer or modify the Lease to include the property upon which the compensatory parking was constructed.

During the construction of the GKB Extension, Port shall:

- a. Provide Developer construction staging for the Project in the Future Development Area, at no cost to Developer;
- b. Provide Developer temporary parking for the Project in the Future Development Area, at no cost to Developer;
- c. Relocate any utilities impacted by construction of the GKB Extension, at Port's sole cost and expense;
- d. Repair and/or replace parking facilities (e.g., parking spots, landscaping, lighting, etc.) (to the extent already constructed by Developer) impacted by the GKB Extension, at Port's sole cost and expense. To the extent required this shall include re-design of impacted portion of the Project's parking lot and obtaining permit modifications related thereto; and
- e. Include wayfinding for the Project on the GKB Extension and Entry Road(s), at Port's sole cost and expense.

The Port, at its sole cost and expense, shall design and construct the GKB Extension and the Entry Road(s), at "Port Standard," and such cost shall not be applied against the Infrastructure Contribution described in Section 6.2 above."

5. **Leasehold Title Insurance Policy.** Section 7.3.5 of the Agreement is hereby deleted in its entirety and replaced with the following:

On or before the deadline shown on the Master Timeline, Title Company, at Developer's expense, shall provide a leasehold owner's title insurance policy insuring good and marketable leasehold title in Developer through the Delivery Date and subject only to the permitted exceptions and any matters relating to Developer's leasing of the Property.

6. **Entire Amendment.** The parties hereto acknowledge that except as expressly modified by this Amendment, all the terms and conditions of the Agreement remain unchanged and are in full force and effect and enforceable in accordance with their terms

7. **Counterparts; Copies.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which shall together constitute one and the same instrument. Additionally, signed pdfs shall have the same force and effect as a signed original, and, in lieu of an original, any Party hereto may use a photocopy of this Agreement in any action or proceeding brought to enforce or interpret any of the provisions contained herein.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date last set forth below.

CANAVERAL PORT AUTHORITY, by its
Board of Commissioners

Dated: _____

By: _____
Name: _____
Chairman

**EAST COAST ZOOLOGICAL SOCIETY OF
FLORIDA**, a Florida not for profit corporation

Dated: _____

By: _____
President

Exhibit H
Master Timeline
(see attached)

EXHIBIT H

MASTER TIMELINE

TASK	DEADLINE
☐ Execute Development Agreement	10/6/21
☐ Developer submits draft Site Plan (Section 4.3.1)	Complete
☐ Pre Submittal Meeting (Section 4.3.1)	Complete
☐ Deliver Legal Description of the Property and Title Commitment (Section 7.3)	Resubmit with Site Plan
☐ Site Plan Submittal (Section 4.3.2) <ul style="list-style-type: none"> ○ Survey ○ Phase I and Phase II ○ Wetland Delineation and Wildlife Survey ○ Traffic and Parking Study ○ Water Demand and Sewer Capacity Requirements 	6/30/2025
☐ Response to Site Plan Submittal from Port / Meeting (Section 4.3.2) <ul style="list-style-type: none"> ○ Note: Subsequent Responses / Meetings regarding Subsequent Site Plan Submittals shall be 14 days following Subsequent Site Plan Submittals 	30 days following receipt of complete Site Plan Submittal
☐ Site Plan Approval (Section 4.3.2)	Complete
☐ Developer to provide Engineering Feasibility Study including Cost Estimate to Port (Section 5.4)	Complete
☐ Developer to Demonstrate Adequate Funding for Project (Section 4.3.3) (adequate approximately matches 50% and 90% of Project Plans)	Complete
☐ Project Plans Submittal (Section 4.3.3; 4.3.7.1) <ul style="list-style-type: none"> ○ Note Project Plans Submittal Shall Occur at 50% and 90% Completion 	Step Waived
☐ Response to Project Plans Submittal from Port / Meeting (Section 4.3.3)	Step Waived
☐ Project Plan Approval	Step Waived
☐ Execute and Delivery of Ground Lease (Section 7.1)	Lease Executed 9/30/26
☐ Developer provides leasehold owner's title insurance policy (Section 7.3.5)	Estimated - 12/1/2026
☐ Building Permit Submittal (Section 4.3.3)	Complete
☐ Response to Building Permit Submittal (Section 4.3.3)	Step Waived ¹

¹ This does not apply because we are using a third party.

□ Proof of Capital Funding (Section 4.3.6)	No later than two (2) weeks prior to commencement of construction
□ Developer to provide performance and payment bond (Section 5.5)	Prior to commencement of construction
□ Construction Commencement and performance deadline (Section 4.3.7.2 and 4.3.7.5)	No Later Than 6/30/2027
□ Entry Road Completion (Section 6.12)	No Later Than 9/01/2029
□ GKB Extension Completion (Section 6.12)	No Later Than 9/01/2029
□ Construction Complete (Section 4.3.7.3)	No Later Than 10/31/2029
□ Developer to Provide As-Built Survey (Section 5.7)	Following completion of construction
□ Project Opening (Section 4.3.7.4)	Not Later Than 3/01/2030
NOTE: In the event that there is any conflict between terms set forth in this Master Timeline and the Agreement, the Agreement shall control.	

Meeting Date

October 28, 2026

**AGENDA ITEM REQUEST**

Section:	Commissioner Recognition (Captain John Murray)
Item Number:	
Department:	Commission
Requested Action:	Presentation of Plaques. (Captain John Murray)
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Meeting Date

October 28, 2026

**AGENDA ITEM REQUEST**

Section:	Commissioner Recognition (Captain John Murray)
Item Number:	
Department:	Executive
Requested Action:	Consideration of approving Resolution RES-2026-008-EXE-3 recognizing the service and dedication of Chairman Jerry Allender to Port Canaveral and the Community. (Captain John Murray)
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:[Commissioner Allender Resolution.pdf](#)

Canaveral Port Authority



Resolution RES-2026-008-EXE-3
Recognizing the Service and Dedication of Chairman Jerry Allender
to Port Canaveral and the Community

WHEREAS, Canaveral Port Authority Board Chairman Jerry Allender has faithfully served this organization with dedication, leadership and vision; and

WHEREAS, Jerry Allender first served on the Canaveral Port Authority Board of Commissioners in 1983 and, over the course of his tenure, served as Board Chairman six times – 1990, 1991, 2015, 2016, 2022 and 2026; and

WHEREAS, during his 26 years with the Canaveral Port Authority he has played an integral role in the growth and success of the Port, supporting its role as economic engine and job creator in Brevard County, Central Florida and beyond; and

WHEREAS, his never-ending commitment to our Port communities has enriched the lives of thousands while showcasing all that our region has to offer; and

WHEREAS, he leaves behind a legacy of leadership, kindness and respect for others while embodying the Port’s values of integrity, ethics and commitment to safety and environmental preservation; and

NOW, THEREFORE BE IT RESOLVED, THE CANAVERAL PORT AUTHORITY does hereby honor the accomplishments of Chairman Jerry Allender and that it be entered into the permanent records of this organization.

DONE, ORDERED AND ADOPTED, this 28th day of October 2026 at Port Canaveral, Brevard County, Florida.

CANAVERAL PORT AUTHORITY



Kevin P. Markey
Commissioner

Micah G. Loyd
Commissioner

Robert F. VanVolkenburgh
Commissioner

Carol Craig
Commissioner

Capt. John W. Murray
Port Director and CEO

Meeting Date

October 28, 2026

**AGENDA ITEM REQUEST**

Section:	Commissioner Recognition (Captain John Murray)
Item Number:	
Department:	Executive
Requested Action:	Consideration of approving Resolution RES-2026-009-EXE-3. (Captain John Murray)
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	