

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

March 1, 2023

Commission Room

Port Canaveral, Florida 32920

AGENDA

This meeting is open to the public.

9:00 AM

Call to Order and Pledge of Allegiance

Approval of Agenda

Approval of Minutes

Consideration of approving the Minutes from the January 25, 2023 meeting.

[Minutes 01252023.docx](#)

Personal Appearances and Presentations

Employee Service Awards (Amanda Brailsford-Urbina)

Seaport Canaveral Update (David Smith, Hans Mannaert)

Consideration of accepting the FY 2022 External Audit. (Michael Poole and Dan Bonnette)

Commission Discussion Items

Reports

CEO Report

Consideration of Accepting the Financial Memo for January 2023 (Michael Poole).
[REPORTS_FIN_MEMO STATEMENTS JANUARY_03012023.pdf](#)

Consideration of Accepting the Statistical Report, the Aging Report, and the List of Bills for January 2023 (Pat Poston).

[REPORTS_FIN_LIST OF BILLS_030123.pdf](#)
[REPORTS_FIN_AGING 02.21.23 revised.pdf](#)
[REPORTS_FIN_STATISTICAL Jan_03012023.pdf](#)

Consideration of Approving the List of Disposals, the Legal Bills, and the Commissioner Minor Expenses-(None) for January 2023 (Pat Poston).

[REPORTS_FIN_DISPOSALS 03.01.23.pdf](#)
[REPORTS_FIN_LEGAL BILLS_030123 Public.pdf](#)

March 2023 Capital Project Update
[March 2023 Capital Project Update.pdf](#)

Public Comment on Consent Agenda

Consent Agenda

1.Engineering, Construction, and Facilities

- 1.A. Consideration of approving change order #1 to Ivey's purchase order P-130291, pursuant to continuing contract RFP-RFQ-23-1, with a not-to-exceed amount of \$3,839,037.00 for the construction of Flounder Road Widening and CT-1 Parking Improvements. Total project value for cruise roadway and parking expansion is \$3,937,537.00 (Patrick Hammond/Bill Crowe)
[1A Cover Page.pdf](#)
[Ivey's GMP-Cruise Terminal 1 Parking Improvements VE Option 2-24-2023.pdf](#)
[CT1 Parking Lot Expansion CO #1.pdf](#)
- 1.B. Consideration of approving a purchase order to Canaveral Construction Co., pursuant to continuing contract RFP-RFQ-23-1, with a not-to-exceed amount of \$185,586.29 for pre-construction services associated with the design of the CT1 Parking Lot west of Flounder Road. (Patrick Hammond/Bill Crowe)
[1B Cover Page.pdf](#)
[CT1 Parking Expansion Exhibit.pdf](#)
[Canaveral Construction Pre-Con Proposal.pdf](#)
- 1.C. Consideration of approving change order #3 to Ivey's Construction, Inc., purchase order P-127770, pursuant to continuing contract RFP-RFQ-17-10, with a

not-to-exceed amount of \$1,088,701.00 for parking upgrades at CT10. Total project value for Cruise Parking Upgrades is \$3,459,177.84 (Patrick Hammond/Bill Crowe)

[1C Cover Page.pdf](#)

[CT10 Entrance Expansion Exhibit.pdf](#)

[Ivey's CT10 Cruise Parking Upgrades proposal.pdf](#)

[CT10 Cruise Parking Upgrades CO#3.pdf](#)

- 1.D. Consideration of authorizing staff to execute a piggyback agreement to the contract between Sourcewell and MUSCO Lighting dated August 29, 2019, for lighting improvements at NCB5/NCB6. Also, consideration of authorizing staff to issue a purchase order to MUSCO Lighting for new lighting and controls systems with a not-to exceed amount of \$332,895.00 (Patrick Hammond/Ken Lum/Bill Crowe)

[1D Cover Page.pdf](#)

[NCB Lighting Exhibit.pdf](#)

[MUSCO Proposal_NCB Lighting.pdf](#)

[Musco Lighting_Piggyback Agreement \[partially executed\].pdf](#)

- 1.E. Consideration of approving a purchase order to Ivey's Construction Inc., pursuant to continuing contract PUR-RFQ-23-1, with a not-to-exceed amount of \$1,262,060.00 for the following Passenger Boarding Bridge (PBB) modifications: CT6 Door Modifications, CT6 PBB Cabin Refurbishments, and supply and install remote controls and HMI screens for CT5, CT6, and CT10 PBBs. (Ken Lum/Tom Foxhoven/Bill Crowe)

[1E Cover Page.pdf](#)

[CT6 PBB Modifications Exhibit.pdf](#)

[Ivey's CT-6 PBB Mods Proposal.pdf](#)

- 1.F. Consideration of authorizing staff to issue a contract to Jacobs Engineering Group with a not-to-exceed amount of \$1,047,929 for the NCB8, NCP1/2 Dredging Design, Permitting, and Bidding. (Tom Foxhoven/Bill Crowe)

[1F Cover Page.pdf](#)

[NCP 1 & 2 NCB8 Deepening Exhibit.pdf](#)

[Jacobs NCP 1 & 2 NCB8 Deepening Proposal.pdf](#)

- 1.G. Consideration of approving Change Order #4 to Ivey's Construction Inc., for the CT3 Terminal. Decrease PO P-123602 by (\$64,595.00) for unused GMP funds. (Tom Foxhoven/Bill Crowe)

[1G Cover Page.pdf](#)

[CT3 CO#4 Ivey_s signed.pdf](#)

2.Information Technology

- 2.A. Consideration of approving a piggyback to the Master Agreement for Parking Access Revenue Control System (Contract Number 05-60 for RFP #18-21) between the National Cooperative Purchasing Alliance (acting on behalf of the Texas Region 14 Education Service Center) ("NCPA") and FlashParking, Inc. ("Flash") dated August 27, 2021, for Flash's hardware, software, and services. Request that the Board authorize staff to:

Canaveral Port Authority Board of Commissioners Meeting - March 1, 2023

- a. Issue project purchase orders for Flash hardware, integration services, and installation at Cruise Terminal 10 in an amount NTE \$360,000
- b. Negotiate and enter into a 5-year service agreement for Flash “software as a service” in an amount not to exceed \$67,202.40, subject to all contract documentation's review and approval by legal (Mark Lorusso, Clyde Mathis).
[2A Cover Page.pdf](#)

3.Real Estate

- 3.A. Consideration of approving a U.S Government Lease For Real Property with the United States of America, acting by and through a duly authorized official of the Department of Homeland Security, the United States Coast Guard (“Tenant”) for the lease of a portion of the building located at 640 Magellan Road (“Premises”). This document has been reviewed and approved by General Counsel. (Mark Milisits)
[3A Cover Page.pdf](#)
[D7_SEC JACK_PORT CANAVERAL_HSCG82-23-1-0004_FNL_6.pdf](#)
- 3.B. Consideration of approving consent to a Landlord Waiver and Agreement for a leasehold mortgage between Southern Marinas Harbortown, LLC and Synovus Bank. These documents have been reviewed and approved by General Counsel. (Michael Zeiler)
[3B Cover Page.pdf](#)
[Southern Marinas Harbortown_Landlord Waiver and Agreement.pdf](#)

Public Comment

Commissioner Reports

Discussion and consideration of CEO Evaluation.

Adjourn to next meeting scheduled Wednesday, April 5, 2023, at 9:00 am.

Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Commission
Requested Action:	Consideration of approving the Minutes from the January 25, 2023 meeting.
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	Yes
Financial Review:	

Attachments:

[Minutes 01252023.docx](#)

Minutes January 25, 2023, 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 DECEMBER 25, 2023.

The meeting was called to order by Chairman Kevin Markey at 9:02 a.m. Commissioner Loyd led the Pledge of Allegiance.

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

A moment of silence was held for Ambassador Emeritus Captain Ed Lanni and wife of Ambassador Emeritus Jim Handley, Cynthia Handley.

The Ambassadors present were Mike Gautreaux, Dennis Hepburn, Bob Socks, Sean Conway, and Ambassador Emeritus Mac McLouth. Also present was Carolyn Woulas.

APPROVAL OF AGENDA:

Commissioner Loyd motioned to approve the agenda and Commissioner Justice seconded the motion. The motion passed 4/0.

APPROVAL OF MINUTES:

Commissioner Justice moved approval of the minutes from the December 7, 2022, regular Commission meeting. The motion was seconded by Commissioner Loyd and passed 4/0.

PERSONAL APPEARANCES AND PRESENTATIONS:

The 2022 Recreation Update was given by Michael Hoffman, CPRE, Assistant Director, Recreation and Customer Experience, Recreation.

COMMISSION DISCUSSION ITEMS:

Selection of the Charter Review Committee Members. The following were appointed by the Commissioners to serve on the Charter Review Committee:

Jerry Allender	Robi Roberts and Ilene Davis
Kevin Markey	Marcus Herman and Jeff McLean
Fritz VanVolkenburgh	Robyn Hattaway and Andy Barber
Micah Loyd	Stan Retz and William Chivers
Wayne Justice	Bob Baugher and J. Cole Oliver

Attorney Bistline stated that there would be about 2 meetings a month for 3 months. **Attorney Bistline asked for a motion to approve the appointments which was made by Commissioner Loyd and seconded by Commissioner VanVolkenburgh. The motion passed 4/0.**

REPORTS:

1. CEO Report (John Murray)

Cruise Update:

- FY 2023 By the Numbers (October - December)
 - 243 ship calls
 - 1.7M multi-day passengers
- Over 700k passenger movements in December 2022
 - December 23/24 – Over 100k
 - December 30/31 – Over 96k
- Norwegian Prima arrived December 11
 - Plaque exchange on December 16
- Independence of the Seas to scheduled dry dock on January 6, returns mid-February
 - Mariner of the Seas sailing 3- and 4-day itinerary

Cargo Update:

- FY 2023 By the Numbers (October – December)
 - 143 ship calls
 - Cargo revenue - \$4.3M
 - Cargo tonnage – 1.8M tons
- M/V Bulk Valor discharged 52,000 mt of aggregate.
 - New agreement will bring up to 800,000 mt of aggregate into Port Canaveral each year
- M/V Saga Fantasy discharged 62,677 m3 of lumber from Sweden.
 - Largest discharge from one vessel, a record-breaking delivery

Communications Update:

- Cruise Industry Recognition
 - “Best US Cruise Homeport in 2022”
 - CruiseHive Cruise Ship Awards
 - Three-peat! (2019, 2021, 2022)
- Effective Social Media Alerts
 - Real time notifications on all platforms
 - Schedule changes and cruise terminal adjustments for arriving and departing guests.
 - SR 528 and SR 401 traffic backups
 - Continuous notices of USCG’s launch safety zones.
- Port Canaveral Publications
 - Waypoint – A Port Canaveral Newsletter
 - Bimonthly digital newsletter
 - Over 10K subscribers
 - Visit portcanaveral.com/Waypoint to subscribe
- PortTrade – Canaveral. Cargo. Today.
 - Quarterly digital newsletter
 - Over 600 subscribers
 - Visit portcanaveral.com/PortTrade to subscribe

Government Relations Update:

- Federal Update
 - Successfully included CBP language in the FY 2023 Omnibus Bill signed into law in December
 - Codifies how CBP will work with ports and incorporate feedback into future facility & security needs
 - CBP to provide ports with baseline service levels
 - CBP to provide Congress with quarterly reports including justification for facility and security upgrades
 - CBP to defer all current and future seaport facility agreements until it has provided ports and Congress with details and estimates for the above
 - Specific Port Canaveral language: “CBP is expected to work in partnership with seaports and refrain from imposing requirements on seaports in a unilateral fashion.”
 - Canaveral Launch Operations Stakeholders
 - Coordinated meeting with USCG/USSF/Commercial space operator SpaceX
 - Improve lines of communications
 - Ensure coordination across multi-agencies and jurisdictions
 - Ensure safety and access of maritime transportation system
 - NOTU Commander Port visit January 12th
 - Operations briefing
 - Current and future infrastructure needs/plans
- State Update
 - Annual Brevard Legislative Delegation Meeting January 11th
 - Presented 2023 legislative priorities
 - Florida Legislature session begins Tuesday March 7th

- Committee meetings being monitored, especially FDOT, FWC presentations
- Scheduling individual Port briefings for Members due to limited availability
- FDOT District 5 Secretary and staff to Port visit on January 31st
- March 21 - Seaports Day at the Capitol (with Florida Ports Council)
- March 22 - Brevard Day at the Capitol (with Brevard County Chambers)

Welcome Winter Interns:

- Welcome to our 2023 Winter Interns
 - Dominic Antonellis, HR/Rotating
 - Joseph Delmolino, Cargo Business Development
 - Cobi Desrosiers, Harbormaster/Line Handling
 - Katlynd Fause, Environmental
 - Amanda Robinson, Public Safety and Security

Public Safety Update:

- Passed annual Coast Guard inspection and audit of security program with no discrepancies
- Attended industry meetings to maintain situational awareness with regards to the safety of the Port
 - Regional Domestic Security Task Force
 - Central Florida Intelligence Exchange
- Hosting Mass. Maritime Emergency Management students on January 30
 - Providing an overview of CPA's Emergency Management program and LNG burn demonstration
- Coordinating with FDOT and BCSO for traffic alerts and traffic management

2. Consideration of Accepting the Financial Memo for November/December 2022 (Michael Poole)

3. Consideration of Accepting the Statistical Report, the Aging Report, and the List of Bills for November/December 2022 (Patricia Poston)

4. Consideration of Approving the List of Disposals, the Legal Bills, and the Commissioner Minor Expenses for November/December 2022 (Patricia Poston)

After presentation of the financial information for November/December 2022 and the Statistical Report, the Aging Report, and the List of bills for November/December 2022 (#2 and #3), Commissioner Justice asked for a motion to accept the Reports. Commissioner VanVolkenburgh made the motion and Commissioner Loyd seconded the motion and the motion passed 4/0.

After presentation of the List of Disposals, the Legal Bills, and the Commissioner Minor Expenses for November/December 2022, (#3) Commissioner Justice asked for a motion to approve the reports. Commissioner VanVolkenburgh made the motion and Commissioner Loyd seconded the motion and the motion passed 4/0.

PUBLIC COMMENT ON CONSENT AGENDA: Tom Parker with Doug Wilson Enterprises spoke regarding Continuing Service Contracts.

CONSENT AGENDA:

Consent items 1A, 1B, 1C, 1F, 1G and 2A were motioned for approval by Commissioner Justice and seconded by Commissioner Loyd. The motion passed 4/0.

Engineering, Construction, and Facilities:

1.D. Consideration of approving the selection committee's recommendations for Landside Construction Management at Risk Services Continuing Contract and authorizing CPA staff to negotiate and enter into continuing contract(s) with the selected firm(s). (Tom Foxhoven/Bill Crowe)

1.E. Consideration of approving the selection committee’s recommendations for Waterside Construction Management at Risk Services Continuing Contract and authorizing CPA staff to negotiate and enter into a continuing contract with the selected firm. (Tom Foxhoven/Bill Crowe)

After discussion and explanation from Bill Crowe, Commissioner Loyd motioned to approve both items 1D and 1E. Commissioner VanVolkenburgh seconded the motion and the motion passed 4/0.

PUBLIC COMMENT: Richard Essig commented on recreation and signage to promote the Port.

COMMISSIONER REPORTS/DISCUSSION:

Commissioner Allender: In Commissioner Allender’s absence, Caitlin Lewis, Manager, Government Relations, gave a report regarding the TPO Regional Intermodal Connectivity Committee of the Space Coast Transportation and Planning Organization.

Commissioner Justice: Spoke at the Space Coast Realtors event, the Reach Across America event at the Canaveral National Cemetery, and the Palm Bay Chamber of Commerce. He invited all to attend the Celebration of Life for Captain Ed Lanni on Saturday, January 28 at 10 am at the Cocoa Civic Center.

Commissioner Loyd had nothing to add.

Commissioner VanVolkenburgh: Appointed his ambassadors: Janice Scott and Sean Conway.

Chairman Markey: Recently went on a cruise and all went smoothly.

The meeting was adjourned at 10:24 until the next meeting scheduled for Wednesday, March 1, 2023, at 9:00 am.

CANAVERAL PORT AUTHORITY

Kevin, Markey, Chairman

ATTEST

Wayne Justice, Secretary/Treasurer

Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Human Resources
Requested Action:	Employee Service Awards (Amanda Brailsford-Urbina)
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Business Development
Requested Action:	Seaport Canaveral Update (David Smith, Hans Mannaert)
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Finance
Requested Action:	Consideration of accepting the FY 2022 External Audit. (Michael Poole and Dan Bonnette)
Summary Explanation & Background: Consideration of accepting the FY 2022 External Audit. The Authority's external auditors, RSM US LLP, have completed their audit for FY 2022. Their audit was conducted in accordance with auditing standards generally accepted in the United States of America, issued by the Comptroller General of the United States. As the attached audit report states, in RSM's opinion, the financial statements are presented fairly, in all material respects, and are in accordance with accounting principles generally accepted in the United States of America.	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

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

Attachments:

Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Finance
Requested Action:	Consideration of Accepting the Financial Memo for January 2023 (Michael Poole).
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[REPORTS_FIN_MEMO STATEMENTS JANUARY_03012023.pdf](#)



MEMORANDUM

TO: John Murray, CEO
FROM: Michael Poole, CFO
DATE: February 23, 2023
SUBJECT: Unaudited financial results – FY 2023 January

The following is a summary of the financial results through January for FY 2023 as compared to budget.

REVENUES

Operating Revenues

For the Fiscal Year, Operating Revenues are \$64.5 m, which is \$11.8 m above budget. January Revenues of \$15.5 m are \$3 m above budget.

Cruise Revenue:

For the fiscal year, total cruise revenue (including parking) is \$53.4 m and is \$10.3 m above budget. There have been 320 cruise calls (Home Port & Port of Call) and 2,248,695 multi-day passengers. Cruise calls are on budget and passengers are ahead of budget.

FY 2023 YTD	Carnival	Disney	MSC	Norwegian	RCI
Passengers	715,183	359,661	162,826	211,652	799,373
Ships	97	53	25	32	113

In January, there were 76 cruise calls and 547,417 passengers.

January	Carnival	Disney	MSC	Norwegian	RCI
Passengers	181,941	92,809	47,552	69,399	155,716
Ships	25	13	6	11	21

Cargo Revenue:

The Port generated cargo revenue (port fees and rent) of \$7 m which is \$1.1 m above budget. For the fiscal year, there were 186 cargo calls and 2,454,143 tons. Fuel, lumber, limestone, and granite are above budget with slag being near budget.

FY 2023 YTD	Petroleum	Lumber	Limestone	Granite	Slag	Other
Tonnage	1,187,685	411,251	216,740	226,928	221,297	190,242
Ships	75	36	6	4	4	61

In January, there were 43 cargo calls and 626,335 tons.

January	Petroleum	Lumber	Limestone	Granite	Slag	Other
Tonnage	295,579	94,284	63,156	46,365	54,564	72,387
Ships	16	7	2	1	1	16

Leases/Recreation/Misc. Revenue: Lease revenue of \$1.7 m is \$120 k above budget. Recreation revenue (Jetty Park) of \$1.4 m is \$15 k below budget. Miscellaneous revenue of \$945 k is \$238 k above budget.

EXPENSES

Operating Expenses:

Operating expenses are \$36.3 m and are \$879 k below the budget with savings in service contracts, salaries, promotions, engineering, insurance, maintenance and supplies.

Operating Income (Loss):

Operating Income is \$28.2 m which is \$12.6 m above the budget.

Non-Operating Revenues:

Non-operating revenues consist of ARPA funds, earnings on cash balances, revenues from grant administration, and gain on capital asset disposals. Total revenues from these sources for FY 2023 are \$8 m.

Non-Operating Expenses:

Non-operating expenses consist primarily of interest expense on outstanding loans and bonds. For Fiscal Year 2023, this amount is \$4.1 m.

Addition to Net Position for Debt Reduction and Port Development:

The Addition to Net Position for Debt Reduction and Port Development is \$32.1 m.

Attachments –

Income Statement – January 2023

Statement of Net Position – January 2023



Canaveral Port Authority
Income Statement YTD
January 2023

	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	9,369,987	7,850,225	1,519,762	4,526,731	38,666,025	33,749,477	4,916,548	18,315,886
Cruise Parking	3,353,718	2,199,362	1,154,356	1,439,810	14,761,141	9,398,560	5,362,581	6,573,929
Cargo	1,657,665	1,431,643	226,022	1,223,306	7,017,003	5,872,310	1,144,693	5,455,288
Leases	425,664	397,767	27,897	365,768	1,713,119	1,592,904	120,215	1,457,922
Recreation	441,476	382,673	58,803	356,738	1,375,393	1,390,333	(14,940)	1,386,849
Miscellaneous	245,247	167,250	77,997	126,099	944,571	706,498	238,073	454,853
TOTAL OPERATING REVENUES	\$ 15,493,757	\$ 12,428,920	\$ 3,064,837	\$ 8,038,453	\$ 64,477,253	\$ 52,710,082	\$ 11,767,171	\$ 33,644,726
EXPENSES								
Operations	1,062,328	800,160	262,168	640,842	4,453,197	4,120,529	332,668	2,661,808
Facilities	1,212,016	1,039,314	172,702	847,644	4,374,973	4,451,791	(76,818)	3,223,228
Parks and Recreation	172,672	190,339	(17,667)	174,029	727,465	861,704	(134,239)	692,880
Public Safety	977,782	961,625	16,157	868,118	3,785,237	3,871,427	(86,190)	3,486,858
Fire Training Facility	15,863	27,047	(11,184)	18,530	81,740	108,188	(26,448)	55,239
Commission	30,906	31,473	(567)	29,198	101,712	123,284	(21,572)	102,488
Executive	166,462	155,812	10,650	144,823	682,746	687,255	(4,509)	597,745
Finance & Accounting	202,710	202,799	(89)	164,488	730,821	738,452	(7,631)	629,011
Administrative Services	702,772	845,028	(142,256)	614,805	2,889,691	3,507,282	(617,591)	2,569,245
Engineering & Environmental	185,902	173,425	12,477	130,125	690,032	749,623	(59,591)	508,189
Business Development	65,197	87,282	(22,085)	47,227	267,147	378,336	(111,189)	203,442
Tenant & Property Development	29,967	34,964	(4,997)	33,208	134,249	172,878	(38,629)	72,035
Government & Strategic Comm.	129,772	113,314	16,458	81,612	451,226	483,185	(31,959)	359,082
Depreciation	4,233,214	4,231,619	1,595	4,051,313	16,931,262	16,926,479	4,783	16,210,127
OPERATING EXPENSES	9,187,564	8,894,201	293,363	7,845,965	36,301,499	37,180,413	(878,914)	31,371,377
OPERATING INCOME (LOSS)	6,306,193	3,534,719	2,771,474	192,488	28,175,754	15,529,669	12,646,085	2,273,348
NON-OPERATING REVENUES	633,837	1,716,626	(1,082,789)	2,916,462	8,034,328	6,842,880	1,191,448	12,190,406
NON-OPERATING EXPENSES	1,052,246	1,017,525	34,721	1,016,645	4,146,204	4,180,109	(33,905)	4,083,738
ADDITION TO NET POSITION FOR DEBT REDUCTION AND PORT DEVELOPMENT	5,887,784	4,233,820	1,653,964	2,092,305	32,063,878	18,192,440	13,871,438	10,380,016



Canaveral Port Authority

Statements of Net Position

January 2023

	January 2023	January 2022
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 58,240,090	\$ 48,806,048
Cash and cash equivalents - restricted	1,733,847	7,881,926
Cash designated for capital projects	88,168,688	9,799,466
Accounts receivable, net	13,931,417	11,115,781
Prepaid expenses	2,480,408	1,979,929
Due from other governmental units	1,686,446	7,107,380
Inventory	558,553	491,464
Other receivables, current	18,631	18,631
TOTAL CURRENT ASSETS	\$ 166,818,080	\$ 87,200,625
NONCURRENT ASSETS		
Cash & cash equivalents - restricted	12,770,940	12,623,074
Other receivables and deposits, long term	5,459,117	459,117
Capital Assets, Net of Accumulated Depreciation	660,480,964	671,615,904
TOTAL NONCURRENT ASSETS	\$ 678,711,021	\$ 684,698,095
TOTAL ASSETS	\$ 845,529,101	\$ 771,898,720
DEFERRED OUTFLOWS OF RESOURCES	\$ 559,919	\$ 691,606
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 8,199,520	\$ 4,631,083
Accrued compensated balances	2,724	3,021
Unearned Revenue	1,262,339	3,035,102
Payroll and sales tax payable	317,696	90,879
Revenue bonds payable, current	10,691,667	10,135,062
Line of credit	5,000,000	-
Other liabilities, current	1,719,418	1,346,064
Payable from restricted assets:		
Accrued interest payable	2,181,401	2,260,800
Revenue bonds payable, current	473,333	450,000
TOTAL CURRENT LIABILITIES	\$ 29,848,098	\$ 21,952,011
NONCURRENT LIABILITIES		
Revenue bonds payable, less current portion	\$ 357,757,968	\$ 374,545,951
Line of credit	16,000,000	35,886,492
Other noncurrent liabilities	3,943,587	4,479,507
TOTAL NONCURRENT LIABILITIES	\$ 377,701,555	\$ 414,911,950
TOTAL LIABILITIES	\$ 407,549,653	\$ 436,863,960
DEFERRED INFLOWS OF RESOURCES	\$ 1,301,323	\$ 441,257
NET POSITION		
Invested in capital assets, net of related debt	\$ 275,505,999	\$ 257,315,802
Restricted for future debt service	12,770,940	12,623,074
Unrestricted	148,961,105	65,346,233
TOTAL NET POSITION	\$ 437,238,044	\$ 335,285,109
TOTAL LIABILITIES AND NET POSITION	\$ 846,089,019	\$ 772,590,326

Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Finance
Requested Action:	Consideration of Accepting the Statistical Report, the Aging Report, and the List of Bills for January 2023 (Pat Poston).
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[REPORTS_FIN_LIST OF BILLS_030123.pdf](#)

[REPORTS_FIN_AGING 02.21.23 revised.pdf](#)

[REPORTS_FIN_STATISTICAL Jan_03012023.pdf](#)

Canaveral Port Authority

CPA List of Bills

January 1, 2023 - January 31, 2023

Date	Document Number	Type	Name	Memo	Amount
1/12/2023	151762	Bill Payment	American Guard Services Inc		(\$8,618.50)
1/12/2023	151763	Bill Payment	888 Transportation LLC		(\$29,600.00)
1/12/2023	151764	Bill Payment	ABC Home And Commercial Services		(\$198.00)
1/12/2023	151765	Bill Payment	Ace Hardware of Cape Canaveral		(\$130.42)
1/12/2023	151766	Bill Payment	Advance Auto Parts		(\$447.00)
1/12/2023	151767	Bill Payment	Aflac Group	AFLAC Employee Insurance Deducti	(\$1,641.87)
1/12/2023	151768	Bill Payment	Alerion Door & Glass Inc		(\$337.00)
1/12/2023	151769	Bill Payment	Amazon Business		(\$3,701.48)
1/12/2023	151770	Bill Payment	ADP LLC		(\$5,941.34)
1/12/2023	151771	Bill Payment	AT&T	Acct # 287294208555	(\$5,727.69)
1/12/2023	151772	Bill Payment	Boggs Fire Equipment Inc		(\$71.30)
1/12/2023	151773	Bill Payment	American Guard Services Inc		(\$7,656.00)
1/12/2023	151774	Bill Payment	Cocoa Beach Regional Chamber of C	Table Sponsorship - CBRCC Annual	(\$3,000.00)
1/12/2023	151775	Bill Payment	DynaFire LLC	Please add service dates to Invoice t	(\$1,793.88)
1/12/2023	151776	Bill Payment	Bond Plumbing Supply Inc		(\$792.96)
1/12/2023	151777	Bill Payment	Lisa Cullen Tax Collector	December 2022 Tourist Tax	(\$16,447.89)
1/12/2023	151778	Bill Payment	Glover Oil Co Inc		(\$6,971.80)
1/12/2023	151779	Bill Payment	Paradise Ford		(\$3,530.57)
1/12/2023	151780	Bill Payment	UniFirst Corporation		(\$561.97)
1/12/2023	151781	Bill Payment	TPH Holdings LLC dba The Parts House		(\$425.21)
1/12/2023	151782	Bill Payment	Overhead Door of America		(\$7,155.00)
1/12/2023	151783	Bill Payment	NAPA Auto Parts		(\$166.02)
1/12/2023	151784	Bill Payment	Reyes , Ricardo	Special Event Detail for LNG Fueling	(\$132.00)
1/12/2023	151785	Bill Payment	Reynolds, Michael E	Special Event Detail for LNG Fueling	(\$560.50)
1/12/2023	151786	Bill Payment	Palmer, Randall A	Special Event Detail for LNG Fueling	(\$402.50)
1/12/2023	151787	Bill Payment	Southern Tape and Label Inc		(\$178.00)
1/12/2023	151788	Bill Payment	Posey, Kevin	Special Event Detail for LNG Fueling	(\$148.50)
1/12/2023	151789	Bill Payment	Kool Breeze Ice Co		(\$160.10)
1/12/2023	151790	Bill Payment	Cardio Partners Inc		(\$860.00)
1/12/2023	151791	Bill Payment	American Solutions for Business		(\$3,224.00)
1/12/2023	151792	Bill Payment	TWU-Local 525	December 2022 Union Dues	(\$2,175.37)
1/12/2023	151793	Bill Payment	AERC Recycling Solutions-A Clean Earth Company		(\$729.10)
1/12/2023	151794	Bill Payment	The Vernon Company		(\$641.57)
1/12/2023	151795	Bill Payment	Kennedy, Jason	Special Event Detail for ISO containe	(\$665.00)
1/12/2023	151796	Bill Payment	Visit Florida	Membership - Visit Florida - Canaver	(\$475.00)
1/12/2023	151797	Bill Payment	Boulevard Tire Center		(\$482.50)
1/12/2023	151798	Bill Payment	Schlotzhauer, Dana	Special Event Detail for ISO containe	(\$462.00)
1/12/2023	151799	Bill Payment	Brevard County Sheriffs Office		(\$56,422.50)
1/12/2023	151800	Bill Payment	Lake Doctors Inc, The		(\$446.00)
1/12/2023	151801	Bill Payment	FPE Forensics PLLC	Third Party Fire Alarm Plans Review	(\$60.00)
1/12/2023	151802	Bill Payment	Imperial Towing of Brevard LLC		(\$180.00)
1/12/2023	151803	Bill Payment	Safety Shoe Distributors LLC	FY 2023 Employee Safety Shoes	(\$571.65)
1/12/2023	151804	Bill Payment	George III, Russel A	Special Event Detail - Disney Wish	(\$297.00)
1/12/2023	151805	Bill Payment	Florida High Speed Internet		(\$1,025.00)
1/12/2023	151806	Bill Payment	Spinutech		(\$1,050.00)
1/12/2023	151807	Bill Payment	Kings III Emergency Communications		(\$259.19)
1/12/2023	151808	Bill Payment	Anderson Rentals Inc		(\$149.75)
1/12/2023	151809	Bill Payment	Fastenal		(\$37.56)
1/12/2023	151810	Bill Payment	Intrado Digital Media LLC	FY23 Press Release Distribution Ser	(\$1,012.50)
1/12/2023	151811	Bill Payment	Your Laundry Butler		(\$2,840.69)
1/12/2023	151812	Bill Payment	Brevard Achievement Center Enterprises LLC		(\$158,720.95)
1/12/2023	151813	Bill Payment	Graybar Electric Co Inc		(\$32.00)
1/12/2023	151814	Bill Payment	Southern Lock & Supply		(\$9,962.81)
1/12/2023	151815	Bill Payment	Raybro Electric Supplies		(\$225.00)
1/12/2023	151816	Bill Payment	SHI International Corp		(\$2,521.92)
1/12/2023	151817	Bill Payment	GT USA LLC	Refund of Security Deposit for L345	(\$115.60)
1/12/2023	151818	Bill Payment	Trane U.S. Inc		(\$112,048.00)
1/12/2023	151819	Bill Payment	National Hospitality Supply Inc		(\$475.09)
1/12/2023	151820	Bill Payment	Grainger Industrial Supply		(\$169.30)
1/12/2023	151821	Bill Payment	GO Signs		(\$205.00)
1/12/2023	151822	Bill Payment	Holley, Mark	Special Event Detail for ISO containe	(\$210.00)
1/12/2023	151823	Bill Payment	Hammond , Patrick	Education Reimbursement-Cert Con	(\$775.00)
1/12/2023	151824	Bill Payment	Dalrymple, Dylan	Special Event Detail for LNG Fueling	(\$148.50)
1/12/2023	151825	Bill Payment	Hershey's Ice Cream		(\$755.66)
1/12/2023	151826	Bill Payment	Texas Trailers Sales & Service		(\$8,454.00)
1/12/2023	151827	Bill Payment	LEAD Brevard	Sponsorship - 2022 Leadership Awar	(\$5,000.00)

Canaveral Port Authority

CPA List of Bills

January 1, 2023 - January 31, 2023

1/12/2023	151828	Bill Payment	Waste Pro of Florida		(\$9,109.64)
1/12/2023	151829	Bill Payment	Jaco of America		(\$1,112.19)
1/12/2023	151830	Bill Payment	SiteOne Landscape Supply LLC		(\$455.20)
1/12/2023	151831	Bill Payment	Momarr Inc		(\$274.00)
1/12/2023	151832	Bill Payment	Straight Up Coconut LLC		(\$397.85)
1/12/2023	151833	Bill Payment	Mercury Hydraulics LLC		(\$2,781.28)
1/12/2023	151834	Bill Payment	Hammond , William	Central Florida Score-CAV (Plenary	(\$205.26)
1/12/2023	151835	Bill Payment	PIP Printing		(\$589.50)
1/12/2023	151836	Bill Payment	Humana Insurance Company	BILLING ID # 324700-001	(\$1,807.05)
1/12/2023	151837	Bill Payment	Joyce , Debbie	Educational Assistance Reimburse	(\$288.48)
1/12/2023	151838	Bill Payment	Long , Narissa	CPA Career and Development Educa	(\$1,246.59)
1/12/2023	151839	Bill Payment	County Materials Corporation	PUR-RFP-21-3/NCB3 Rehab & Mod	(\$6,674.40)
1/12/2023	151840	Bill Payment	Environmental Research & Design In	FY23 Water Quality Monitoring	(\$15,251.36)
1/12/2023	151841	Bill Payment	Ivey's Construction Inc	Storm Repairs	(\$8,453.81)
1/12/2023	151842	Bill Payment	Southeast Services of CFL Inc		(\$1,335.89)
1/12/2023	151843	Bill Payment	ABC Home And Commercial Services		(\$1,072.17)
1/13/2023	151844	Bill Payment	Amazon Business		(\$57.67)
1/13/2023	151845	Bill Payment	Canaveral Fire Rescue	U1F250 repairs, E54 and Inspector v	(\$10,306.95)
1/13/2023	151846	Bill Payment	State of FLA Dept of Mgmt Svcs	Phone Lines (Jetty Park Elevator & F	(\$1,683.72)
1/13/2023	151847	Bill Payment	PCMTA	Publix lunches for students Oct 2022	(\$10,191.40)
1/13/2023	151848	Bill Payment	Nationwide	GRP #8185 Nationwide Employee Pa	(\$513.42)
1/13/2023	151849	Bill Payment	Florida Power & Light Co		(\$200,258.04)
1/13/2023	151850	Bill Payment	Waste Pro of Florida	Waste Removal Account #008872 JF	(\$1,438.63)
1/13/2023	151851	Bill Payment	Fortiline Inc	NCB3 Rehab RUSH Marine ODP	(\$31,623.40)
1/13/2023	151852	Bill Payment	Heard Construction Inc	Storm Repairs	(\$46,931.85)
1/13/2023	151853	Bill Payment	Mack Concrete Industries	NCB3 Rehab RUSH Marine ODP	(\$81,368.00)
1/13/2023	151854	Bill Payment	RUSH Marine LLC	20-008-NCB3 Rehab & Modernizatio	(\$627,869.56)
1/13/2023	151855	Bill Payment	Ivey's Construction Inc	CT1 D/B Terminal / CN-13-015	(\$97,705.34)
1/13/2023	151856	Bill Payment	Jacobs Engineering Group Inc	PUR-RFQ-21-2 Limited CA Services	(\$17,526.87)
1/13/2023	151857	Bill Payment	Tetra Tech Inc	Environmental Support Services/PUF	(\$2,080.00)
1/19/2023	151859	Bill Payment	Ivey's Construction Inc	18-013-CT 3 Improvements--PUR-RI	(\$29,026.12)
1/19/2023	151860	Bill Payment	Civilian Military Community Foundati	Memberships - CivMil - Capt. John M	(\$1,380.00)
1/19/2023	151861	Bill Payment	Civilian Military Community Foundati	Memberships - CivMil - Capt. John M	(\$2,300.00)
1/19/2023	151862	Bill Payment	Ace Hardware of Cape Canaveral		(\$1,326.19)
1/19/2023	151863	Bill Payment	Gray Robinson PA	FY23 State Lobbying Consultant - 10	(\$7,333.33)
1/19/2023	151864	Bill Payment	Jones Walker LLP		(\$37,500.00)
1/19/2023	151865	Bill Payment	Schindler Elevator Corporation		(\$80,053.44)
1/19/2023	151866	Bill Payment	International Association of Ports & H	Membership - IAPH 010123-123123	(\$1,523.00)
1/19/2023	151867	Bill Payment	Olsen Associates Inc	FY23 CPA Inlet Management Plan	(\$7,915.72)
1/19/2023	151868	Bill Payment	PFM Financial Advisors LLC		(\$2,207.62)
1/19/2023	151869	Bill Payment	Keep Brevard Beautiful	FY23 Landside, Harbor, Invasive Veg	(\$925.00)
1/19/2023	151870	Bill Payment	American Guard Services Inc		(\$6,096.00)
1/19/2023	151871	Bill Payment	Amazon Business		(\$687.61)
1/19/2023	151872	Bill Payment	American Gift Corp		(\$822.79)
1/19/2023	151873	Bill Payment	Baker Distributing Co LLC		(\$8,912.02)
1/19/2023	151874	Bill Payment	Bluepoints Marina at Port Canaveral		(\$711.59)
1/19/2023	151875	Bill Payment	Bond Plumbing Supply Inc		(\$297.40)
1/19/2023	151876	Bill Payment	The Baker Press Inc		(\$804.00)
1/19/2023	151877	Bill Payment	Anderson Rentals Inc		(\$703.75)
1/19/2023	151878	Bill Payment	DynaFire LLC	Please add service dates to Invoice f	(\$2,294.23)
1/19/2023	151879	Bill Payment	Fastenal		(\$1,256.96)
1/19/2023	151880	Bill Payment	Global Industrial		(\$2,556.02)
1/19/2023	151881	Bill Payment	Glover Oil Co Inc		(\$2,016.33)
1/19/2023	151882	Bill Payment	Graybar Electric Co Inc		(\$77.42)
1/19/2023	151883	Bill Payment	Color Card Administrator Corp		(\$293.18)
1/19/2023	151884	Bill Payment	Grainger Industrial Supply		(\$791.02)
1/19/2023	151885	Bill Payment	Hamilton Roofing Inc		(\$8,663.00)
1/19/2023	151886	Bill Payment	Home Depot (Store)		(\$576.85)
1/19/2023	151887	Bill Payment	Brevard County Traffic Engineering		(\$618.25)
1/19/2023	151888	Bill Payment	Raybro Electric Supplies		(\$11,408.03)
1/19/2023	151889	Bill Payment	UniFirst Corporation		(\$829.78)
1/19/2023	151890	Bill Payment	Mercury Hydraulics LLC		(\$5,712.68)
1/19/2023	151891	Bill Payment	Sunbelt Rentals		(\$532.68)
1/19/2023	151892	Bill Payment	Southeast Services of CFL Inc		(\$1,181.61)
1/19/2023	151893	Bill Payment	SiteOne Landscape Supply LLC		(\$786.90)
1/19/2023	151894	Bill Payment	Cardio Partners Inc		(\$3,849.00)
1/19/2023	151895	Bill Payment	Seton		(\$3,299.74)

Canaveral Port Authority

CPA List of Bills

January 1, 2023 - January 31, 2023

1/19/2023	151896	Bill Payment	X-Treme Enterprises LLC		(\$1,160.00)
1/26/2023	151897	Bill Payment	Ace Hardware of Cape Canaveral		(\$229.11)
1/26/2023	151898	Bill Payment	Brevard County Sheriffs Office		(\$622,686.00)
1/26/2023	151899	Bill Payment	Brevard County Sheriffs Office		(\$24,572.50)
1/26/2023	151900	Bill Payment	Canaveral Fire Rescue		(\$192,206.84)
1/26/2023	151901	Bill Payment	Canaveral Fire Rescue		(\$13,196.59)
1/26/2023	151902	Bill Payment	Canaveral Fire Rescue		(\$19,414.63)
1/26/2023	151903	Bill Payment	PCMTA		(\$10,416.67)
1/26/2023	151904	Bill Payment	Liebherr USA Co		(\$82,500.00)
1/26/2023	151905	Bill Payment	UniFirst Corporation		(\$891.79)
1/26/2023	151906	Bill Payment	DynaFire LLC	Please add service dates to Invoice	(\$1,989.50)
1/26/2023	151907	Bill Payment	Clack Industries		(\$5,845.80)
1/26/2023	151908	Bill Payment	Keep Brevard Beautiful	Sponsorships - Trash Bash, Summer	(\$6,000.00)
1/26/2023	151909	Bill Payment	Amazon Business		(\$2,806.38)
1/26/2023	151910	Bill Payment	American Guard Services Inc		(\$3,888.00)
1/26/2023	151911	Bill Payment	Bond Plumbing Supply Inc		(\$146.13)
1/26/2023	151912	Bill Payment	Canaveral Port Ministry	Table Sponsorship - Annual Gala	(\$3,000.00)
1/26/2023	151913	Bill Payment	Florida Public Relations Assoc (FPR)	Membership - Florida Public Relations	(\$771.00)
1/26/2023	151914	Bill Payment	GO Signs		(\$80.00)
1/26/2023	151915	Bill Payment	Glover Oil Co Inc		(\$2,214.45)
1/26/2023	151916	Bill Payment	The Vernon Company		(\$140.99)
1/26/2023	151917	Bill Payment	R.E. Michel Company LLC		(\$4,188.80)
1/26/2023	151918	Bill Payment	Connell, Christopher	Special Event Detail for Disney Wish	(\$313.50)
1/26/2023	151919	Bill Payment	American Pump		(\$6,452.68)
1/26/2023	151920	Bill Payment	Advance Auto Parts		(\$104.00)
1/26/2023	151921	Bill Payment	Reynolds, Michael E	Special Event Detail for ISO containe	(\$490.00)
1/26/2023	151922	Bill Payment	Posey, Kevin	Special Event Detail for Mardis Gras	(\$132.00)
1/26/2023	151923	Bill Payment	FPE Forensics PLLC	Third Pary Fire Plans Review for Nev	(\$90.00)
1/26/2023	151924	Bill Payment	Florida Bulb and Ballast		(\$689.00)
1/26/2023	151925	Bill Payment	Landreville , Pete	Special Event Detail for ISO containe	(\$313.50)
1/26/2023	151926	Bill Payment	Kennedy, Jason	Special Event Detail for Mardis Gras	(\$140.00)
1/26/2023	151927	Bill Payment	WLS Utilities Inc		(\$8,492.00)
1/26/2023	151928	Bill Payment	Blue Origin Enterprises LLC	Refund 2022 Non-Ad Valorem Asses	(\$844.95)
1/26/2023	151929	Bill Payment	NAPA Auto Parts		(\$136.97)
1/26/2023	151930	Bill Payment	Home Depot (Store)		(\$17.63)
1/26/2023	151931	Bill Payment	Raybro Electric Supplies		(\$1,260.53)
1/26/2023	151932	Bill Payment	Uline Inc		(\$5,972.46)
1/26/2023	151933	Bill Payment	Cardio Partners Inc		(\$1,074.00)
1/26/2023	151934	Bill Payment	American Business Interiors		(\$506.73)
1/26/2023	151935	Bill Payment	888 Transportation LLC		(\$109,200.00)
1/26/2023	151936	Bill Payment	Florida Today	Package Advertising Acct 123919	(\$487.66)
1/26/2023	151937	Bill Payment	City of Cocoa	Water Sewer Utility Invoices 12/01-0	(\$142,905.97)
1/26/2023	151938	Bill Payment	Tudor Rose Holdings Ltd	Advertising - Cruise & Ferry Itinerary	(\$725.00)
1/26/2023	151939	Bill Payment	2020 Exhibits Chicago Inc		(\$600.00)
1/26/2023	151940	Bill Payment	Southeast Services of CFL Inc		(\$6,918.40)
1/26/2023	151941	Bill Payment	ComPsych	GUIDANCE RESOURCES Service	(\$918.72)
1/26/2023	151942	Bill Payment	Applicant Insight Inc		(\$374.09)
1/26/2023	151943	Bill Payment	Boggs Fire Equipment Inc		(\$21.39)
1/26/2023	151944	Bill Payment	Mujica , Pastor	Ground Transportation Deposit Refu	(\$354.78)
1/26/2023	151945	Bill Payment	Casino Royale VIP	Ground Transportation Deposit Refu	(\$500.00)
1/26/2023	151946	Bill Payment	Blumenthal, Ryan	Ground Transportation Deposit Refu	(\$378.76)
1/26/2023	151947	Bill Payment	Darancou, Angela	Ground Transportation Deposit Refu	(\$500.00)
1/26/2023	151948	Bill Payment	Vargas , Jose	Ground Transportation Deposit Refu	(\$454.93)
1/26/2023	151949	Bill Payment	Boada , Jose	Ground Transportation Deposit Refu	(\$839.76)
1/26/2023	151950	Bill Payment	Keith , John	Ground Transportation Deposit Refu	(\$500.00)
1/26/2023	151951	Bill Payment	Helmer, Dale	Ground Transportation Deposit Refu	(\$424.88)
1/26/2023	151952	Bill Payment	Dekock, Leigh	Ground Transportation Deposit Refu	(\$309.71)
1/26/2023	151953	Bill Payment	Darancou, Ruben	Ground Transportation Deposit Refu	(\$479.96)
1/26/2023	151954	Bill Payment	Ivey's Construction Inc	Storm Repairs	(\$191,285.38)
1/26/2023	151955	Bill Payment	Doug Wilson Enterprises Inc	Storm Repairs	(\$18,952.12)
1/26/2023	151956	Bill Payment	Landreville , Pete	Special Event Detail for Mardi Gras	(\$115.50)
1/26/2023	151957	Bill Payment	Colonial Life & Accident Insurance	Colonial Insurance Plans	(\$83.00)
1/26/2023	151958	Bill Payment	Palmer, Randall A	Special Event Detail for Mardi Gras	(\$122.50)
1/26/2023	151959	Bill Payment	Aflac Group	AFLAC Employee Insurance Deducti	(\$998.41)
1/26/2023	151960	Bill Payment	MedFast Urgent Care Centers LLC	Physicals/Drug Screen	(\$610.00)
1/26/2023	151961	Bill Payment	Humana Insurance Company	BILLING ID # 324700-001	(\$1,807.05)
1/26/2023	151962	Bill Payment	Florida Power & Light Co	Electric Invoices 12/15-01/17	(\$196,432.17)

Canaveral Port Authority

CPA List of Bills

January 1, 2023 - January 31, 2023

1/27/2023	151963	Bill Payment	Robert Half International Inc	3 Invoices-For Accounting Temp-Gill	(\$2,372.40)
1/27/2023	151964	Bill Payment	Cornelius , Samantha	NAFTZ Fundamentals Seminar	(\$216.64)
1/27/2023	151965	Bill Payment	Florida Customs Brokers & Forwarders	Networking event for Cargo Brokers	(\$875.00)
1/27/2023	151966	Bill Payment	Waste Pro of Florida	Waste Removal Account #013370	(\$844.23)
1/27/2023	151967	Bill Payment	Baker & Hostetler LLP	Professional Services rendered through	(\$159.00)
1/27/2023	151968	Bill Payment	Gray Robinson PA	Crew Express Rent Default	(\$4,894.50)
1/27/2023	151969	Bill Payment	Stromire Bistline Miniclier	Legal Services Rendered Nov 1, 2022	(\$5,507.50)
1/27/2023	151970	Bill Payment	Lau Lane Pieper Conley & McCreedy	Professional Services through November	(\$4,778.00)
1/27/2023	151971	Bill Payment	Littler Mendelson PC	Legal Services for the period ending	(\$6,750.00)
1/27/2023	151972	Bill Payment	Stearns Weaver Miller Weissler Alh	Professional Services through November	(\$90.00)
1/27/2023	151973	Bill Payment	Atkins North America Inc	21-028 SCP1-2 & CT2 Rehab Design	(\$852.53)
1/27/2023	151974	Bill Payment	W & J Construction Corporation	22-028 SR401 Bridge Repair & Repa	(\$162,519.88)
1/27/2023	151975	Bill Payment	RSM US LLP	FY2022 Audit	(\$60,000.00)
1/13/2023	201902190006941	Bill Payment	The Lincoln National Life Insurance Co		(\$19,795.10)
1/20/2023	201902190006942	Bill Payment	CIGNA Health and Life Insurance		(\$316,671.20)
1/25/2023	201902190006943	Bill Payment	Arthur J Gallagher (UK) Limited		(\$10,000.00)
1/17/2023	ACH#223017033111446	Bill Payment	SunTrust Bank		(\$43,669.01)
1/5/2023	WT#20230105016786	Bill Payment	Stromire Bistline Miniclier		(\$3,745.00)
1/5/2023	WT#20230105016787	Bill Payment	SKYHELM LLC		(\$1,611.28)
1/5/2023	WT#20230105016788	Bill Payment	Liebherr USA Co		(\$4,814.46)
1/6/2023	WT#223005011836834	Bill Payment	Shopify Inc		(\$3,802.74)
Total					(\$4,254,905.23)
			Balanced to the GL & AP Register		
			Marina Davis 1/31/23		

01.01.2023

PAYROLL ACCOUNT

01.13.2023	Net Payroll (AXW WK - 02)	\$	505,295.70
	FICA & Federal Taxes	\$	181,608.93
	Third Party Payments made by ADP	\$	762.53
01.27.2023	Net Payroll (AXW WK - 04)	\$	469,290.02
	FICA & Federal Taxes	\$	165,512.16
	Third Party Payments made by ADP	\$	762.53
	TOTAL:		<u>\$ 1,323,231.87</u>



INTERNAL MEMORANDUM

TO: Commissioners of Canaveral Port Authority
John Murray, CEO

FROM: Diana Mims-Reid, Controller *DMR*

DATE: February 21, 2023

SUBJECT: Account Receivable Update

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

Staff has been working closely with our customer and business partners to maintain a current billing and account balance status. Most of our accounts are in line as evidenced by the 88.02% with balances in less than 30 days. We are working with all others to bring accounts current.

Attached is the aging report as of February 21, 2023. The Current accounts are 88.02% of total Accounts Receivable of \$13,623,266.42. We will send any necessary notices. The updated aging results will be provided at the meeting on March 01, 2023.

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

A.R. Savage & Son LLC
Civil and Marine, Inc.
Inboard Marine Center LLC
Nomi Health Inc.
Pirates Best Marine, Inc.
RhinoFish Media, LLC
Sims Crane
SpaceX

CANAVERAL PORT AUTHORITY

A/R Aging Summary

2/21/2023

Company Name	0-30	31-60	61-90	90+	Total
888 Taxi LLC	\$37,500.00	\$0.00	\$0.00	\$0.00	\$37,500.00
A.R. Savage & Son LLC	\$13,722.50	\$6,850.22	\$0.00	\$0.00	\$20,572.72
Ambassador Services, INC	\$226,189.83	\$235,786.21	\$0.00	\$0.00	\$461,976.04
Ambassador Services, LLC	\$291,147.30	\$0.00	\$0.00	\$0.00	\$291,147.30
Atlantic Frozen Foods, LLC	\$1,814.05	\$0.00	\$0.00	\$0.00	\$1,814.05
Beyel Brothers, Inc.	\$650.00	\$0.00	\$0.00	\$0.00	\$650.00
Carnival Cruise Line/Seabourn	\$2,051,270.66	\$0.00	\$0.00	\$0.00	\$2,051,270.66
City of Melbourne Airport Authority	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
Civil and Marine, Inc.	\$41,551.20	\$26,736.29	\$0.00	\$0.00	\$68,287.49
Fillette Green Shipping Services (USA) Corp	\$95,288.29	\$0.00	\$0.00	\$0.00	\$95,288.29
GAC Shipping (USA) Inc	\$15,569.69	\$0.00	\$0.00	\$0.00	\$15,569.69
Glover Oil Co.	\$598.08	\$0.00	\$0.00	\$0.00	\$598.08
GT USA LLC	\$66,171.23	\$0.00	\$0.00	\$0.00	\$66,171.23
Inboard Marine Center LLC	\$2,916.11	\$4,505.97	\$0.00	\$0.00	\$7,422.08
Inchcape Shipping Service	\$66,869.87	\$0.00	\$0.00	\$0.00	\$66,869.87
Magical Cruise Company dba Disney Cruise Line	\$1,068,200.30	\$0.00	\$90.95	\$1,606.91	\$1,069,898.16
MLSBC Cruises Ltd Cape Canaveral	\$2,148,356.98	\$1,186,552.40	\$0.00	\$0.00	\$3,334,909.38
Moran Gulf Shipping	\$125,643.98	\$0.00	\$0.00	\$0.00	\$125,643.98
Morton Salt, Inc.	\$101,652.67	\$0.00	\$0.00	\$0.00	\$101,652.67
MSC Cruise Management (UK) Limited	\$19,853.76	\$0.00	\$0.00	\$0.00	\$19,853.76
Nomi Health Inc.	\$18,428.76	\$0.00	\$0.00	\$0.00	\$18,428.76
Norton Lilly International	\$252,585.11	\$0.00	\$0.00	\$0.00	\$252,585.11
Norwegian Cruise Line	\$450,499.37	\$0.00	\$0.00	\$0.00	\$450,499.37
OneWeb Satellites LLC	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
Pirates Best Marine, Inc.	\$0.00	\$0.00	\$67.26	\$4,484.04	\$4,551.30
Polaris New Energy LLC	\$11,298.86	\$0.00	\$0.00	\$0.00	\$11,298.86
Q-LNG Transport, LLC	\$41,742.88	\$0.00	\$0.00	\$0.00	\$41,742.88
Raider Outboards, Inc.	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
RhinoFish Media, LLC	\$0.00	\$355.66	\$0.00	\$0.00	\$355.66
Royal Caribbean Group	\$4,193,658.27	\$85,988.56	\$0.00	\$0.00	\$4,279,646.83
Seaport Canaveral Corporation	\$6,871.64	\$0.00	\$0.00	\$0.00	\$6,871.64
Seven Seas Academy	\$26,782.48	\$0.00	\$0.00	\$0.00	\$26,782.48
Sims Crane & Equipment Co., Inc.	\$3,250.00	\$325.00	\$0.00	\$0.00	\$3,575.00
SpaceX	\$173,139.96	\$506.97	\$2,270.60	\$75,924.94	\$251,842.47
TransMontaigne Terminals LLC	\$78,487.19	\$0.00	\$0.00	\$0.00	\$78,487.19
United States Coast Guard	\$6,777.21	\$0.00	\$0.00	\$0.00	\$6,777.21
Valls Shipping Company	\$31,453.41	\$0.00	\$0.00	\$0.00	\$31,453.41
Victory Casino Cruise	\$12,196.50	\$0.00	\$0.00	\$0.00	\$12,196.50
Vitol Inc / Seaport Canaveral Corp.	\$294,076.30	\$0.00	\$0.00	\$0.00	\$294,076.30
	\$11,991,214.44	\$1,547,607.28	\$2,428.81	\$82,015.89	\$13,623,266.42
	88.02%	11.36%	0.02%	0.60%	

CANAVERAL PORT AUTHORITY
STATISTICAL REPORT FOR JANUARY 2023

SHIP CALLS:	YTD FY2023	YTD FY2022	%	January 2023	January 2022	%
Cargo	186	127	46.46%	43	32	34.38%
Layberth / Other	45	39	15.38%	12	8	50.00%
Cruise & Gaming	482.0	425.5	13.28%	118.5	116.0	2.16%
TOTAL SHIP CALLS:	713.0	591.5	20.54%	173.5	156.0	11.22%
SHIP DAYS ON BERTH:	1,755.0	1,609	9.07%	441.0	412	7.04%
CARGO TONNAGE (short tons):						
Aggregate	443,668	295,270	50.26%	109,521	57,792	89.51%
Containers	7,280	3,749	94.19%	961	1,417	-32.15%
Dry Bulk Cargo	343,449	369,828	-7.13%	117,464	64,741	81.44%
General Misc. / Break Bulk Cargo	60,325	25,965	132.33%	8,446	3,750	125.22%
Juice	0	8,350	-100.00%	0	-	
Lumber (274,167 1000'sBF / 163,134 1000'sBF)	411,251	222,887	84.51%	94,284	46,652	102.10%
Machinery, Equipment (W/M)	469	449	4.28%	79	69	13.60%
Petroleum & LNG	1,187,685	1,063,943	11.63%	295,579	246,154	20.08%
Ro/Ro (1 / 13)	17	121	-86.35%	0	33	-100.00%
TOTAL CARGO TONNAGE:	2,454,143	1,990,563	23.29%	626,335	420,609	48.91%
CARGO REVENUE:	\$ 5,196,662	\$ 3,492,448	48.80%	\$ 1,207,146	\$ 777,268	55.31%
LAYBERTH/OTHER REVENUE:	\$ 383,723	\$ 369,643	3.81%	\$ 89,203	\$ 68,784	29.69%
GRAND TOTAL CARGO / OTHER REVENUE:	\$ 5,580,384	\$ 3,862,092	44.49%	\$ 1,296,349	\$ 846,052	53.22%
CONTAINERS-# LOAD	63	121		TEU'S	81	TEU'S
CONTAINERS-# EMP'Y	478	1512		TEU'S	151	TEU'S
		168	418	TEU'S	1392	TEU'S
		177				

CANAVERAL PORT AUTHORITY
STATISTICAL REPORT FOR JANUARY 2023

* CRUISE PASSENGERS	YTD FY2023		YTD FY2022		January 2023		January 2022		%	
	PSGRS	VOY'G	PSGRS	VOY'G	PSGRS	VOY'G	PSGRS	VOY'G		
* Rev. Psgs. = both embarking and disembarking passengers										
MULTI-DAY CRUISE PASS'GERS:										
Carnival Cruise Lines										
Ecstasy - POC			77,057	4			16,154	7.0		-100.00%
Elation - HP				26.5						100.00%
Freedom - HP	174,847	29.0			46,013	7.5				100.00%
Liberty - HP	225,121	35	4,245	5.5	58,273	9	4,245	3		1272.74%
Magic - HP	107,184	13.5	105,918	19	31,480	4.0	24,725	5		27.32%
Mardi Gras - HP	205,795	18.5	154,681	18	46,175	4.0	39,648	5		16.46%
Paradise				6				6		
Nieuw Statendam (CCL Affiliate) - POC	2,236	1	23,672	9			23,672	9		-100.00%
Zuiderdam (CCL Affiliate) - POC										
Disney Cruise Lines										
Dream - HP			111,843	32.5			14,993	5.5		-100.00%
Fantasy - HP	115,879	18.0	44,270	13.5	28,322	4.0				100.00%
Wish - HP	243,782	35			64,487	9				100.00%
MSC Cruises										
Divina - HP	7,713	2.0	30,104	16			10,463	6		-100.00%
Meraviglia - HP	155,113	23.5	12,839	6	47,552	6.0				100.00%
Norwegian Cruise Lines										
Epic - HP			9,547	3			9,547	3		-100.00%
Escape - POC	96,282	10.5	28,472	10.5	37,547	4.0	881	3		4161.86%
Gem - POC	4,050	2	3,678	3	4,050	2				100.00%
Getaway - POC	61,822	11.5			4,432	1.5				100.00%
Joy - HP	3,058	0.5								
Prima - HP	46,440	7.5			23,370	4.0				100.00%
Royal Caribbean Int'l										
Allure of the Seas - POC			29,097	5.5						
Anthem of the Seas - POC	35,815	8	14,979	8			2,603	3		-100.00%
Enchantment of the Seas - HP	20,782	9	1,314	1	7,044	3				100.00%
Grandeur of the Seas - POC			27,946	5.0			27,946	5.0		-100.00%
Harmony of the Seas - HP	62,579	5.5	66,462	12.0			18,032	5.0		-100.00%
Independence of the Seas - POC	235,701	28.5	92,903	20.5	13,291	1.5	14	2.0		94835.71%
Jewel of the Sea - HP	57,809	13.5			17,647	4.0				100.00%
Majesty of the Seas - HP			24,724	7.0			24,724	7.0		-100.00%
Mariner of the Seas - HP	196,763	28.0	82,872	22.0	66,769	9.0				100.00%
Oasis of the Seas - HP	22,998	4	12,150	4						
Wonder of the Seas - HP	162,120	14			50,965	4				100.00%
Mein Schiff 1 (RCI Affiliate) - POC	4,806	2								
TOTAL MULTI-DAY PASS'GERS:	2,248,695	320.0	958,773	257.5	547,417	76.5	217,647	74.0		151.52%
GAMING VESSEL PASS'GERS:										
Victory 1										
TOTAL GAMING VESSEL PASSENGERS:	39,320	162	41,046	168	10,789	42	9,407	42		14.69%
TOTAL CRUISE/GAMING PASSENGERS:	39,320	162	41,046	168	10,789	42	9,407	42		14.69%
TOTAL CRUISE/GAMING PASSENGERS:	2,288,015	482.0	999,819	425.5	558,206	118.5	227,054	116.0		145.85%
TOTAL MULTI-DAY CRUISE REVENUE:	\$53,109,367		\$24,555,790		\$12,636,510		\$5,889,301			114.57%
TOTAL GAMING VESSEL REVENUE:	\$317,913		\$334,025		\$87,195		\$77,240			12.89%
GRAND TOTAL CRUISE / GAMING REVENUE:	\$53,427,280		\$24,889,815		\$12,723,705		\$5,966,541			113.25%
GRAND TOTAL CARGO/CRUISE/GAMING REVENUE:	\$59,007,664		\$28,751,907		\$14,020,054		\$6,812,593			105.80%

Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Finance
Requested Action:	Consideration of Approving the List of Disposals, the Legal Bills, and the Commissioner Minor Expenses-(None) for January 2023 (Pat Poston).
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	.

Attachments:

[REPORTS_FIN_DISPOSALS 03.01.23.pdf](#)

[REPORTS_FIN_LEGAL_BILLS_030123 Public.pdf](#)

Fixed Assets						
Item Description	FAM Asset ID	Make	Remaining Book Balance	Reason	Requested By	Disposal Method
CT6 FFE Split (47 Red Chairs & 3 Black Couches)	FAM001481	iFurn.com	\$ -	Obsolete	T. Foxhoven	Frash/Auction
Golf Cart, GEM PO-2112	FAM002091	Global Electric PO-2112	\$ -	Obsolete	B. Carroll	Auction
Golf Cart PO-408	FAM002053	Global Electric PO-408	\$ -	Obsolete	B. Carroll	Auction
Golf Cart, GEM P-211	FAM002069	Global P-211	\$ -	Obsolete	B. Carroll	Auction
Van M-1913	FAM002103	Ford	\$ -	Obsolete	B. Carroll	Auction
Generator, Trailer Mounted ET-1601	FAM001721	KATOLIGHT MODEL	\$ -	Obsolete	B. Carroll	Auction
Generator, Trailer Mounted	FAM001720	Kato Light ET-1501	\$ -	Obsolete	B. Carroll	Auction
iPad	FAM004666	Apple	\$ -	Returned	M. Lorusso	Returned
Projector	FAM000913	Epson	\$ -	Obsolete	M. Lorusso	Recycle
Server	FAM001298	Dell	\$ -	Obsolete	M. Lorusso	Recycle
External Firewall	FAM003924	Dell	\$ 2,762.50	Obsolete	M. Lorusso	Recycle
Tablet, Rugged	FAM004289	Andriod	\$ 846.00	Obsolete	M. Lorusso	Recycle
Customs Computer Equip CT1	FAM001375	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs Computer Equip CT1	FAM001375	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs Computer Equip CT1	FAM001375	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs Computer Equip CT1	FAM001375	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs Computer Equip CT1	FAM001375	Dell	\$ -	Obsolete	CBP / Louis	Recycle
34 Monitors - Customs Computer Equip CT1	FAM001375	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Printer	FAM002922	Lexmark	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Printer	FAM002926	Lexmark	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Printer	FAM002921	Xerox	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002874	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002903	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002881	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002876	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002849	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002925	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002870	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002914	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002935	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002852	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002855	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002858	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002862	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002868	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002864	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002854	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002861	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002860	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002856	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002873	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002866	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002865	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002871	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002869	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002863	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002857	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002848	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002892	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002853	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002850	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002859	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002872	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs Security Equipment - CT6	FAM001344	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs Security Equipment - CT6	FAM001344	Dell	\$ -	Obsolete	CBP / Louis	Recycle
24 Monitors - Customs Security Equipment - CT6	FAM001344	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002735	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002733	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002736	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002726	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002720	Dell	\$ -	Obsolete	CBP / Louis	Recycle

Fixed Assets						
Item Description	FAM Asset ID	Make	Remaining Book Balance	Reason	Requested By	Disposal Method
Customs - Computer Desktop	FAM002715	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002719	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002734	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002732	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002718	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002723	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002721	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002722	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002717	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002725	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002730	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002727	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002728	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002714	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002724	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer Desktop	FAM002731	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer, Desktop	FAM001251	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer, Desktop	FAM001255	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer, Desktop	FAM001257	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer, Desktop	FAM001253	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer, Desktop	FAM001258	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer, Desktop	FAM001254	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer, Desktop	FAM001259	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer, Desktop	FAM001256	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Computer, Desktop	FAM001252	Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs Computer Equip CT1	FAM001375	Cisco	\$ -	Obsolete	CBP / Louis	Recycle
Customs Computer Equip CT1	FAM001375	Cisco	\$ -	Obsolete	CBP / Louis	Recycle
Customs Security Equipment - CT6	FAM001344	Steelhead Server	\$ -	Obsolete	CBP / Louis	Recycle
Customs Security Equipment - CT6	FAM001344	Steelhead Server	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Switch	FAM002737		\$ -	Obsolete	CBP / Louis	Recycle
Customs - Switch	FAM002738		\$ -	Obsolete	CBP / Louis	Recycle
Customs - Switch	FAM002743		\$ -	Obsolete	CBP / Louis	Recycle
Switch - Customs Security Equipment - CT6	FAM001344		\$ -	Obsolete	CBP / Louis	Recycle
Printer - Customs Security Equipment - CT6	FAM001344		\$ -	Obsolete	CBP / Louis	Recycle
Printer - Customs Security Equipment - CT6	FAM001344		\$ -	Obsolete	CBP / Louis	Recycle
Lift Station #6 - Pump Boat Ramp	FAM004014		\$ 1,480.97	Obsolete/Continued use is uneconomical	K. Pappas	
Total fixed assets			\$ 5,089.47			

Non-Fixed Assets						
Item Description	FAM Asset ID	Make	Remaining Book Balance	Reason	Requested By	Disposal Method
AXIS Camera Covers (14)		AXIS	\$ -	Obsolete	M. Lorusso	Recycler
Fridge			\$ -	Obsolete	Harbormasters	Trash
Microwave		Fridgidaire	\$ -	Obsolete	Harbormasters	Trash
Office Desks with file cabinets (3)			\$ -	Damaged	L. Mayer	Trash
Canon Projector and Remote		Canon	\$ -	Obsolete	M. Lorusso	Recycle
APC UPS (9)		APC	\$ -	Obsolete	M. Lorusso	Recycle
Jabra Headset (2)		Jabra	\$ -	Obsolete	M. Lorusso	Recycle
LCD Monitor		Dell	\$ -	Obsolete	M. Lorusso	Recycle
CT6 Clear Channel boxes (2)			\$ -	Obsolete	M. Lorusso	Recycle
Zebra Tablets (3)		Zebra	\$ -	Obsolete	M. Lorusso	Recycle
APC UPS		APC	\$ -	Obsolete	M. Lorusso	Recycle
Customs - Dell Computer - CT6		Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - Dell Computer - CT6		Dell	\$ -	Obsolete	CBP / Louis	Recycle
Customs - 14 Monitors - CT6			\$ -	Obsolete	CBP / Louis	Recycle

Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Engineering
Requested Action:	March 2023 Capital Project Update
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[March 2023 Capital Project Update.pdf](#)



CAPITAL PROJECTS UPDATE

March 2023

PROJECT: Vulnerability Assessment and Adaption Plan

DESCRIPTION: This project evaluates the Canaveral Port Authority facilities natural hazards, with emphasis on sea level rise and flooding, in a two phased approach. The first phase of the project will perform a vulnerability assessment that includes data collection and review, identify infrastructure and operational vulnerabilities, engagement of stakeholders, and develop and prioritize hazard mitigation strategies. Phase 2 uses the results of the vulnerability assessment performed in phase 1 to develop the hazard mitigation and climate adaption plan which will service as an action-oriented implementation roadmap to guide Canaveral Port Authority future planning, design, and investment in infrastructure.

PROJECT STATUS:

Various CPA departments are continuing to coordinate with the Jacobs design team to provide requested data which will be used in the vulnerability assessment. Jacobs is currently collecting and analyzing existing Port facility documentation.

PROJECT: 2270-23004	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs			TOTAL PROJECT BUDGET	\$ 257,518
BUDGET	\$ 249,116			GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 49,112			GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ 208,406	\$ -		PORT FUNDS	\$ 257,518
AMENDED CONTRACT	\$ 257,518	\$ -	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 3,482	\$ -			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

Additional budget was approved on the October 5, 2022, meeting

PHOTOS	

PROJECT: CT10 Canopy Design

DESCRIPTION: During recent storm events, a substantial portion of the fabric on the CT10 canopies was destroyed and a post-storm review of the area revealed that structural steel beneath canopies was rusted beyond repair. The design phase of this project will evaluate a hardened roof system, which meets the requirements of the Florida Building Code wind load, along with a structural evaluation to determine what, if any, of the existing structural components can be reused and integrated into the new design. A hardened roof system in lieu of a fabric canopy system will mitigate future storm damage. The construction phase of the project will be presented to the Commission for approval at the conclusion of the design and solicitation.

PROJECT STATUS:

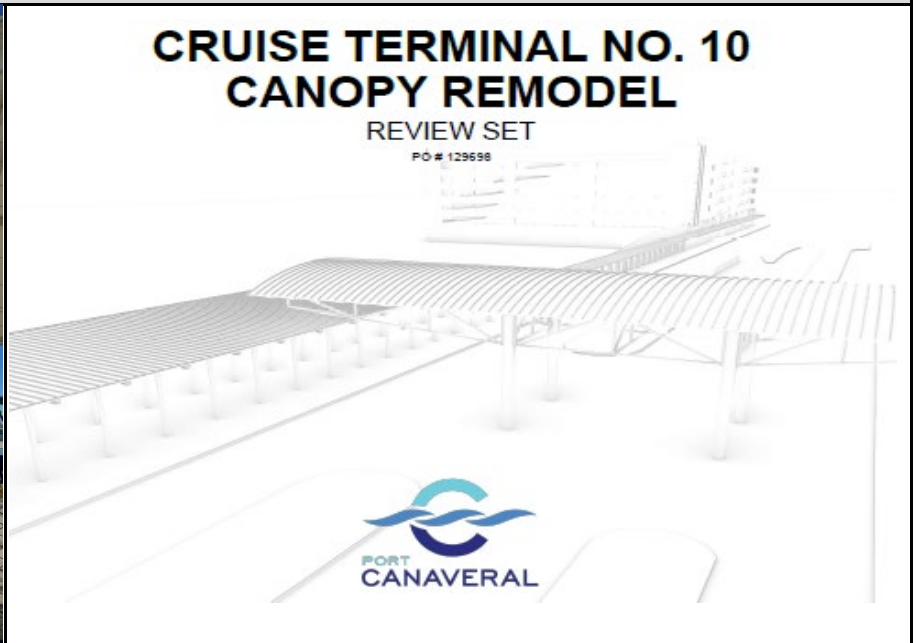
Draft design plans have been received from the architect of record and are currently under review. Preliminary design shows that existing columns will be reused and only the upper structure will be replaced. CPA Engineering and Cruise Operations met with representatives from CERES, ILA, and MSC to receive feedback on the proposed canopy design.

PROJECT: 2042-23006	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	BEA	TBD		TOTAL PROJECT BUDGET	\$ 250,000
BUDGET	\$ 250,000			GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 248,420	\$ -		GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ -	\$ -		PORT FUNDS	\$ 250,000
AMENDED CONTRACT	\$ -	\$ -		PENDING ITEMS	
PAID TO DATE	\$ -	\$ -			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

Commission approved issuing a purchase order to BEA Architects at the October 5, 2022, meeting.

PHOTOS



PROJECT: SR401 Bridge Painting

DESCRIPTION: Every two years the Port owned SR401 Overpass Bridge is inspected per FDOT requirements. During the most recent inspection several corrective action items were recommended to the Canaveral Port Authority by the engineer. The most notable recommendation was to repaint the steel structure of the bridge due to corrosion of the beams, splice plates, and connecting hardware throughout.

PROJECT STATUS:

Contractor continues to work with FDOT related to permitting of Maintenance of Traffic due to work over the SR401 roadway. The Contractor has successfully completed the western sections of the bridge and is nearing completion of the east section prior to entering the roadway sections.

PROJECT: 1100-23003	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME		W&J Construction	N/A	TOTAL PROJECT BUDGET	\$ 762,000
BUDGET		\$ 762,000		GRANT PROGRAM	N/A
ORIGINAL CONTRACT		\$ 762,000		GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE		\$ -		PORT FUNDS	\$ 762,000
AMENDED CONTRACT		\$ 762,000	\$ -	PENDING ITEMS	
PAID TO DATE		\$ 171,074			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

October 5, 2025 - W+J Construction awarded project.

PHOTOS



PROJECT: Cruise Parking System Upgrades

DESCRIPTION: This project includes upgrades to the current parking systems located at each cruise terminal; current focus on CT1 and CT10. The new upgraded equipment will allow for greater flexibility and added efficiencies with the use of license plate readers. The new equipment will require IT infrastructure enhancements with some minor modifications to garage entry and exit locations.

PROJECT STATUS:

Ivey's Construction was approved on the December 2022 commission meeting to proceed with the design and construction of the new parking system at Cruise Terminal 1. The Ivey's design team is currently working with CPA Cruise Ops, CPA IT and CPA Engineering to verify full scope of the Cruise Terminal 1 equipment change out in coordination with the new parking system vender, Flash. The design is expected to take 3 months to complete with 6 months of construction to follow.

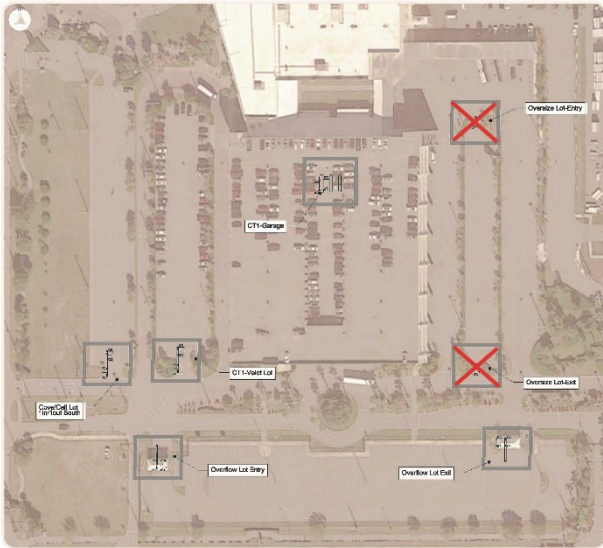
Ivey's Construction has provided a GMP to also make improvements and equipment change out at Cruise Terminal 10. This cost is included in the March 1 agenda for approval.

PROJECT: 1130-21018	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	N/A	Ivey's Construction		TOTAL PROJECT BUDGET	\$ 3,000,000
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT		\$ 51,650		GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE		\$ 2,318,827		PORT FUNDS	\$ 3,000,000
AMENDED CONTRACT		\$ 2,370,477		PENDING ITEMS	
PAID TO DATE		\$ 253,353			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

October 27, 2021 - Commission approved change order no. 1 to incorporate Auto Terminal lot as CT-1 overflow parking, \$261,527.00
December 7, 2022 - Commission approved change order no. 2 to incorporate CT1 Garage, CT1 Cove Lot, CT1 Valet Lot, Lumber Lot and the Southside overflow parking, \$2,057,300.00

PHOTOS



CT10 Map

PROJECT: North Cargo Berth 3

DESCRIPTION: This project is to construct a replacement berth at NCB3 to a deep wall berth to replace the current over water pier. This will allow for wider ships in the channel and replace the current sheet pile wall in desperate need of replacement. Total length is ~880 feet with berth dredge depth of -43 MLLW

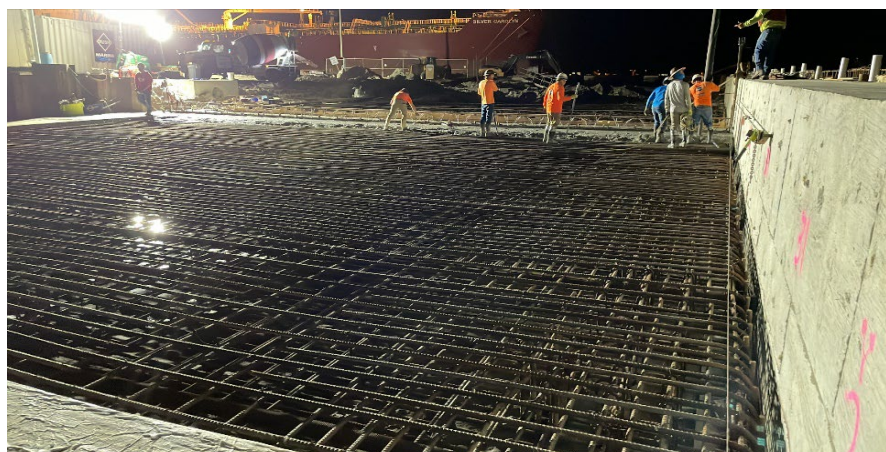
PROJECT STATUS:

Rush Marine continues to work on the underground utilities with the installation of the waterline, stormwater structures, stormwater pipe, and electrical/IT conduits. The contractor has completed the new bulkhead wall cap and the 24" thick relieving slab. All the bollards have been delivered to the project site. The new fenders are currently being tested for compliance per the requirements in the project specifications.

PROJECT: 2241-15074	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs	Rush Marine		TOTAL PROJECT BUDGET	\$ 49,909,282
BUDGET	\$ 1,838,835	\$ 48,070,447		GRANT PROGRAM	FDOT & MARAD
ORIGINAL CONTRACT	\$ 585,256	\$ 48,070,447	\$ -	GRANT AMOUNT	\$ 47,207,000
CHANGE ORDERS TO DATE	\$ 1,253,579	\$ -		PORT FUNDS	\$ 2,702,282
AMENDED CONTRACT	\$ 1,838,835	\$ 48,070,447	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 1,484,802	\$ 32,866,057	\$ -		
SUBSTANTIAL COMPLETION DATE		04/01/23			

July 29, 2015 - Approval of purchase order to CH2M under continuing contract for design and permitting, \$585,256
December 16, 2015 - Increase to CH2M's purchase order, \$5,046
April 27, 2016 - Increase to CH2M's purchase order for design and permitting, \$338,791
January 22, 2020 - Increase to Purchase Order for modify NCB3 as base bid, \$89,966.00
March 24, 2021 – NCB3 Final Design and Bid Support, \$215,671.00
September 29, 2021 – Project award to RUSH Marine.
September 29, 2021 - Approval of change order to CH2M for Engineer of Record CA services, \$154,105.00
October 27, 2021 - Jacobs awarded contract for Construction Administration Services, \$450,000.00

PHOTOS



PROJECT: North Cargo Berth 4

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

PROJECT STATUS:

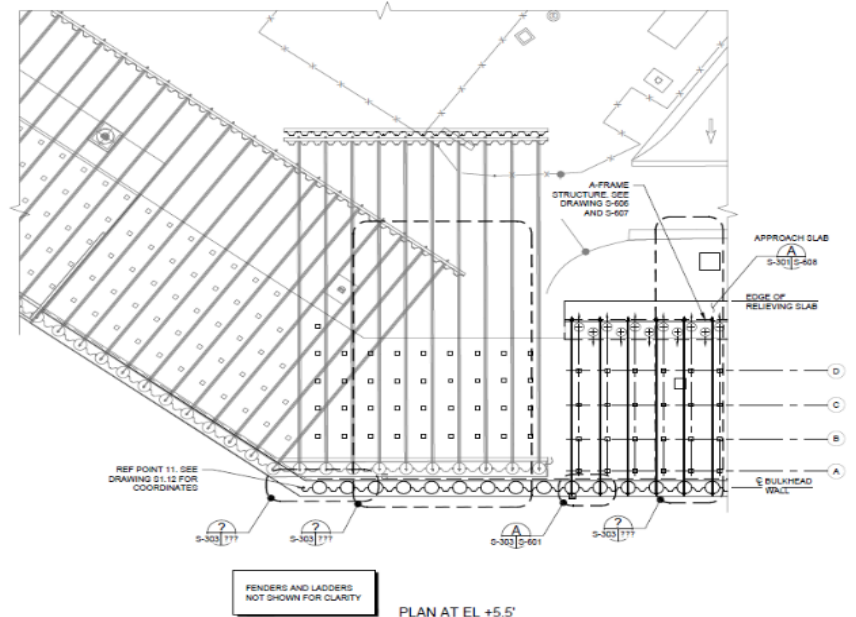
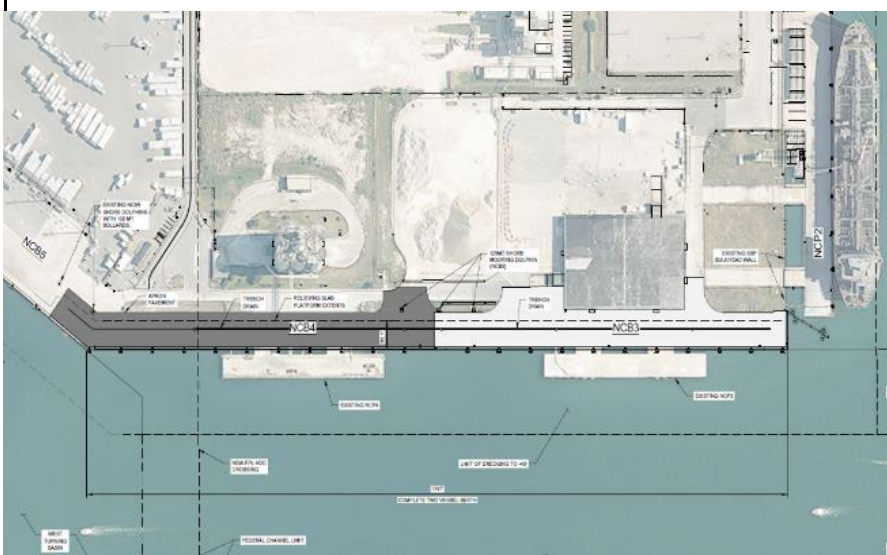
The 2-step bid process started mid-January. Contractor prequalification meeting was held on February 22 . Following receipt of bids from qualified proposers; staff will include the recommendation for award in the April 5th commission meeting . The qualification package was due on February 14 and the Step 2 proposal due date is March 29. FPL has advanced in the design of the subaqueous power line and received the permits for the work. FPL's next step is the bidding process for the project.

PROJECT: 2240-15064	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs	TBD		TOTAL PROJECT BUDGET	\$ 616,329
BUDGET (Proposed)	\$ 616,329	\$ -		GRANT PROGRAM	FDOT
ORIGINAL CONTRACT	\$ 616,329		\$ -	GRANT AMOUNT	\$ 462,247
CHANGE ORDERS TO DATE		\$ -		PORT FUNDS	\$ 154,082
AMENDED CONTRACT		\$ -	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 341,252	\$ -			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

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

PHOTOS



PROJECT: SCP4 Mooring Improvements

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

PROJECT STATUS:

November 14, 2022 P.O. was issued to Jacobs for design.
 Survey done at SCP4, working with Sub Contractor for Passing Ship Study.

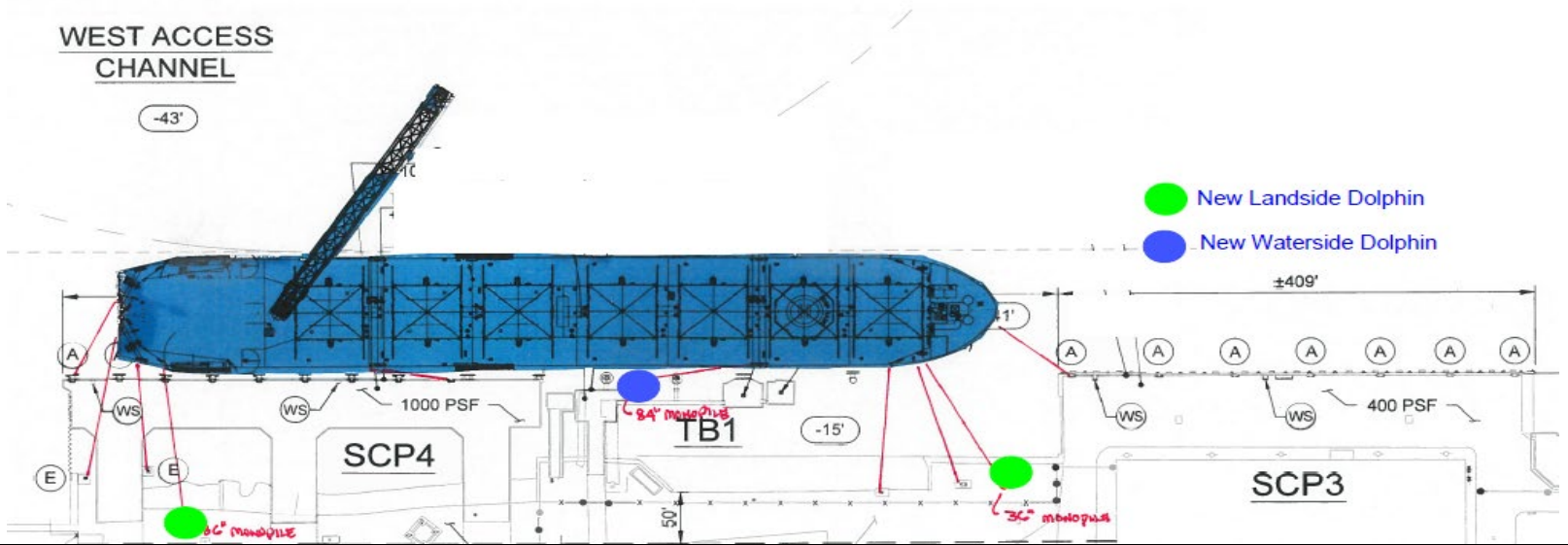
PROJECT: 1560-23012	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Jacobs			TOTAL PROJECT BUDGET	\$ 500,000
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 134,710	\$ -	\$ -	GRANT AMOUNT	
CHANGE ORDERS TO DATE	\$ -	\$ -	\$ -	PORT FUNDS	\$ 500,000
AMENDED CONTRACT	\$ 134,710	\$ -	\$ -	PENDING ITEMS	
PAID TO DATE					
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

Approved in Oct. 2022 commission meeting

PHOTOS

SCP4 Mooring Improvements



PROJECT: South Cargo Piers 1 &2 and CT2 Rehabilitation

DESCRIPTION: Design and permitting of the SCP 1 & 2 and CT2 Rehabilitation project. A waterside pier inspection by CPA staff discovered structural damage at SCP 1 & 2 and CT2. The damage was located within the concrete pile and pile cap systems throughout the piers. Repairs are needed to ensure full operational capacity.

PROJECT STATUS:

The SCP 1 & 2 and CT2 Rehabilitation project was awarded to Rush Marine. Rush Marine has submitted the baseline schedule to CPA Staff for review. CPA Staff is coordinating between the contractor and the cargo tenants regarding the sequence of work. Rush Marine continues to evaluate the various options for fender and bollard suppliers.

PROJECT: 1560-22014	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Atkins	RUSH Marine		TOTAL PROJECT BUDGET	\$ 4,203,067
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 135,000	\$ 4,006,552	\$ -	GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ 61,515	\$ -	\$ -	PORT FUNDS	\$ 4,203,067
AMENDED CONTRACT	\$ 196,515	\$ 4,006,552	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 133,837				
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

October 27, 2021 - Approval of purchase order for Atkins to conduct full inspection and the design phase, \$135,000.00
December 7, 2022 - Approval of increase to purchase order P-128408 for construction administration services, \$61,505.00
December 7, 2022 - Approval of award to RUSH Marine, \$4,006,552.00

PHOTOS



PROJECT: Mobile Harbor Crane

DESCRIPTION: Purchase of an LHM 600 Evo6 Diesel-Hydraulic Mobile Harbor Crane

PROJECT STATUS:

The crane is expected to be delivered to Port Canaveral in December 2023/January 2024. Monthly meetings to discuss the crane manufacturing progress are being held via video conference. Steel cutting is substantially completed at the end of February 2023 and painting will start March 2023. The tower will be assembled before painting but most of the remaining parts are painted piece-by-piece. The second factory inspection is planned for May/June 2023.

PROJECT: 2287-22028	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME		Liebherr	Paul Bridges & Assoc.	TOTAL PROJECT BUDGET	\$ 7,595,037
BUDGET (Proposed)		\$ 6,000,000	\$ 17,200	GRANT PROGRAM	FDOT
ORIGINAL CONTRACT		\$ 7,420,462	\$ 17,200	GRANT AMOUNT	\$ 2,800,000
CHANGE ORDERS TO DATE		\$ -	\$ 157,375	PORT FUNDS	\$ 4,795,037
AMENDED CONTRACT		\$ 7,420,462	\$ 174,575	PENDING ITEMS	
PAID TO DATE		\$ 2,968,185	\$ 72,791		
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

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

PHOTOS



PROJECT: Jetty Park Camp Store

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

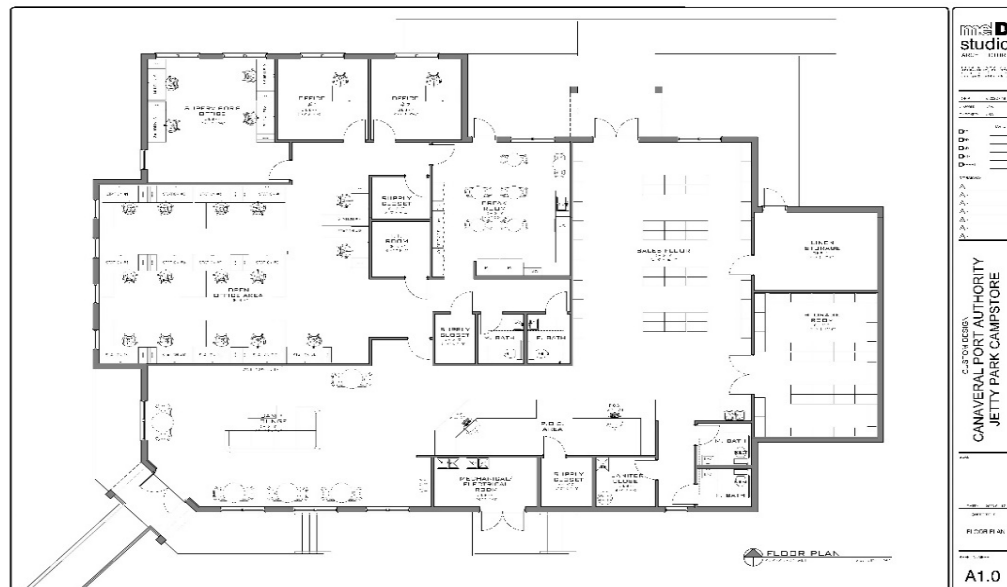
PROJECT STATUS:

Design of the new camp store is underway. CPA Engineering and Recreation continue to coordinate with the architect to finalize the new floor plan to ensure all requirements are met.

PROJECT: 1530-19094	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	CEG/MeID	TBD		TOTAL PROJECT BUDGET	\$ 115,025
BUDGET				GRANT PROGRAM	
ORIGINAL CONTRACT	\$ 115,025			GRANT AMOUNT	
CHANGE ORDERS TO DATE				PORT FUNDS	\$ 115,025
AMENDED CONTRACT	\$ 115,025		\$ -	PENDING ITEMS	
PAID TO DATE	\$ 7,500				
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

PHOTOS



PROJECT: CPA George King Bus Stop Improvements

DESCRIPTION:
Project will upgrade four bus stop locations on George King Blvd in compliance with ADA.

PROJECT STATUS:

The Space Coast Transportation Planning Organization (SCTPO) retained Tindal Oliver to conduct a comprehensive assessment of bus stops to evaluate improving access to and from, security at, and compliance with the Americans with Disabilities Act (ADA). The assessment report found deficiencies in the four bus stops located on George King Blvd. CPA engaged CEG Engineering through their continuing contract to complete a design to address the deficiencies and CEG has coordinated with SCAT to ensure the design includes the ADA requirements.

The contractor started the submittal coordination and the fabrication timeline with the bus shelter supplier. CPA Engineering is coordinating with CPA Communications on the logo and color for the bus shelter. Contractor will start mid-February with the truncated dome at crosswalks and will follow with the concrete work.

PROJECT: 1560-21016	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	CEG	Canaveral Construction	N/A	TOTAL PROJECT BUDGET	\$ 132,550
BUDGET	\$ 11,900	\$ 120,650		GRANT PROGRAM	N/A
ORIGINAL CONTRACT	\$ 9,900	\$ 120,650		GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ 2,000	\$ -		PORT FUNDS	\$ 132,550
AMENDED CONTRACT	\$ 11,900	\$ 120,650	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 10,900	\$ -			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

December 7, 2022 - Request for approval of a purchase order NTE \$120,650.20 to Canaveral Construction.

PHOTOS



PROJECT: SR401/Payne Way Roadway and Intersection Improvements

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

PROJECT STATUS:

Atkins is initiating the additional warrant study required by FDOT to validate the condition of the signal at State Road 401 and Grouper Road to allow the signal to remain fully operational following installation of the signal at Payne Way. Additional traffic data has been collected for each intersection and the cargo tenants have provided future traffic projections.

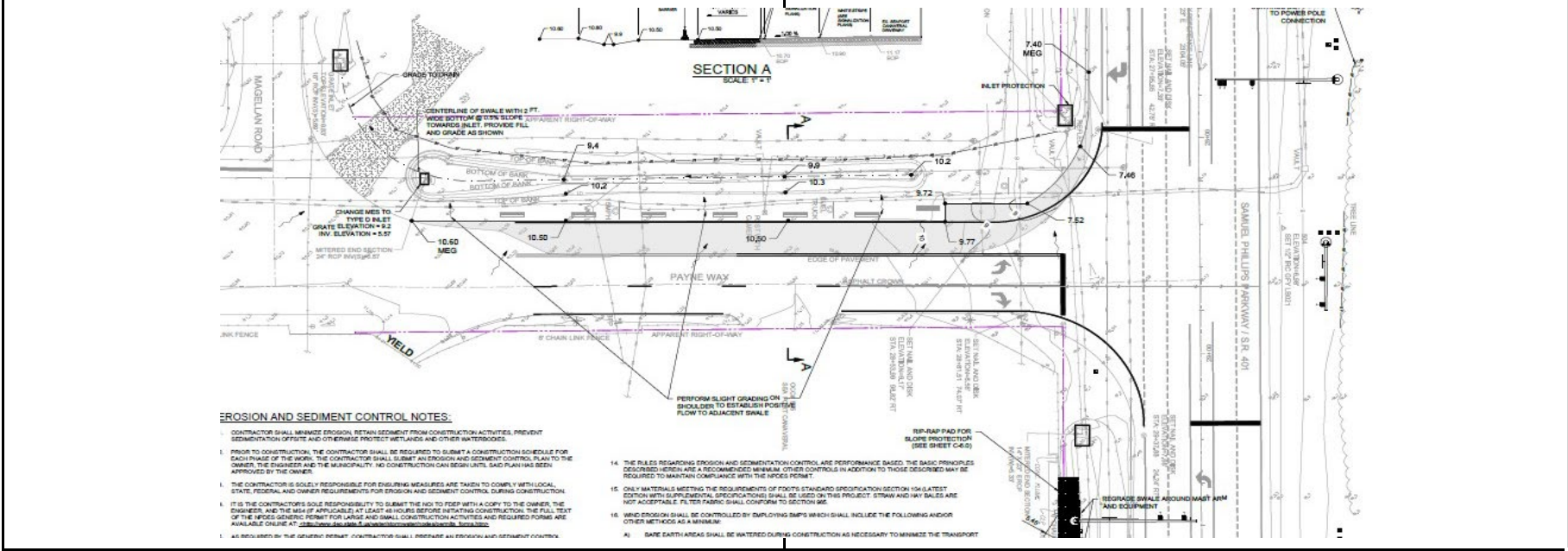
PROJECT: 1100-17053	DESIGNER	CONTRACTOR	OWNERS REP	GENERAL PROJECT INFORMATION	
NAME	Atkins	TBD	N/A	TOTAL PROJECT BUDGET	\$ 187,646
BUDGET	\$ 98,525			GRANT PROGRAM	N/A
ORIGINAL CONTRACT	\$ 98,525			GRANT AMOUNT	\$ -
CHANGE ORDERS TO DATE	\$ 89,121	\$ -		PORT FUNDS	\$ 187,646
AMENDED CONTRACT	\$ 187,646	\$ -	\$ -	PENDING ITEMS	
PAID TO DATE	\$ 92,858	\$ -			
SUBSTANTIAL COMPLETION DATE					

COMMISSION ACTION(S)

October 18, 2018 - purchase order P-123056 for \$98,525.00 approved by CEO.

December 7, 2022 - increase of \$89,121 to purchase order P-123056 approved by Commissioners on December 7, 2022.

PHOTOS



Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

Section:	
Item Number:	1.A
Department:	Engineering
Requested Action:	Consideration of approving change order #1 to Ivey’s purchase order P-130291, pursuant to continuing contract RFP-RFQ-23-1, with a not-to-exceed amount of \$3,839,037.00 for the construction of Flounder Road Widening and CT-1 Parking Improvements. Total project value for cruise roadway and parking expansion is \$3,937,537.00 (Patrick Hammond/Bill Crowe)
Summary Explanation & Background:	<p>Port Canaveral continues to see significant increases in the total volume of cruise passengers which also increases the demand for onsite port cruise parking. Specifically at Cruise Terminal 1, the Port and our cruise partner have plans to further increase cruise operations with alternative itineraries and additional vessel calls. The current parking facilities located at Cruise Terminal 1 are not large enough to meet future demand.</p> <p>Port Staff previously engaged Ivey’s Construction to conduct pre-construction services related to parking expansion at Cruise Terminal 1. The pre-construction services included conceptual design for parking layouts, lighting and security requirements, roadway and intersection modifications. Ivey’s Construction has provided a GMP proposal to widen Flounder Road and reroute bus traffic along the flounder corridor. This re-routing of traffic will allow the contractor to construct an expanded parking facility located on the west side of the current Cruise Terminal 1 garage. The scope of work includes realignment of the westside bus loop, expansion of the south parking lot, expansion and improvements to Flounder Road.</p>
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	<p>The total not-to-exceed amount of \$3,839,037 for this item is not included in the FY23 Capital Budget. However due to savings on other capital projects and the timing of them, if approved, the funding for this line item will be reallocated and no change to the FY23 Capital Budget will be required.</p> <p>Project 1100 - Road Improvements</p>

Attachments:

1A Cover Page.pdf

Ivey's GMP-Cruise Terminal 1 Parking Improvements VE Option 2-24-2023.pdf

CT1 Parking Lot Expansion CO #1.pdf

Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

Section:	
Item Number:	1.A
Department:	Engineering
Requested Action:	Consideration of approving change order #1 to Ivey’s purchase order P-130291, pursuant to continuing contract RFP-RFQ-23-1, with a not-to-exceed amount of \$3,839,037.00 for the construction of Flounder Road Widening and CT-1 Parking Improvements. Total project value for cruise roadway and parking expansion is \$3,937,537.00 (Patrick Hammond/Bill Crowe)
Summary Explanation & Background:	<p>Port Canaveral continues to see significant increases in the total volume of cruise passengers which also increases the demand for onsite port cruise parking. Specifically at Cruise Terminal 1, the Port and our cruise partner have plans to further increase cruise operations with alternative itineraries and additional vessel calls. The current parking facilities located at Cruise Terminal 1 are not large enough to meet future demand.</p> <p>Port Staff previously engaged Ivey’s Construction to conduct pre-construction services related to parking expansion at Cruise Terminal 1. The pre-construction services included conceptual design for parking layouts, lighting and security requirements, roadway and intersection modifications. Ivey’s Construction has provided a GMP proposal to widen Flounder Road and reroute bus traffic along the flounder corridor. This re-routing of traffic will allow the contractor to construct an expanded parking facility located on the west side of the current Cruise Terminal 1 garage. The scope of work includes realignment of the westside bus loop, expansion of the south parking lot, expansion and improvements to Flounder Road.</p>
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	<p>The total not-to-exceed amount of \$3,839,037 for this item is not included in the FY23 Capital Budget. However due to savings on other capital projects and the timing of them, if approved, the funding for this line item will be reallocated and no change to the FY23 Capital Budget will be required.</p> <p>Project 1100 - Road Improvements</p>

Attachments:

Ivey's GMP-Cruise Terminal 1 Parking Improvements VE Option 2-24-2023.pdf

CT1 Parking Lot Expansion CO #1.pdf

Ivey's Construction, Inc.

4060 N. Courtenay Pkwy • Merritt Island, FL 32953 • CGC 038685 • (321) 453-3812 • FAX: 459-0398

February 24, 2023

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

Reference: Cruise Terminal 1 Parking Improvements

Subject: Guaranteed Maximum Price Proposal (GMP) Rev 1

Patrick:

Ivey's Construction, Inc. respectfully submits the following GMP for the Port Canaveral CT-1 West Parking Improvements, Roadway Widening and Signalization Modifications. This GMP price is in accordance with Ivey's Construction 2023 Management at Risk Services Landside for Continuing Construction Services Contract as a Design-Build Project.

This GMP is based on:

- VE Concept Sketch labeled "Flounder Street Concept Plan.pdf", 1 sheet, received via email on 2/23/2023, by Allen engineering, Inc.
- Drawing labeled "CT1 Parking Modifications – Drainage.pdf", 1 sheet, received via email on 2/10/2023, by Allen engineering, Inc.
- Drawing labeled "20230215 CT1 West Parking - GMP – Comms_flat.pdf", 1 sheet, received via email on 2/15/2023, by Premier Engineering group, LLC.
- Drawing labeled "230003- Site-Layout-Lighting to Ivey's.pdf", 1 sheet, received via email on 2/20/23, by TLC Engineering Solutions.

Total 10% Design Phase GMP (VE Option RCO).....\$3,839,037.00

Scope consists of:

- Civil, Communications, Electrical, and Structural Design.
- Site clearing for parking lot expansion.
- Demolition of concrete, asphalt, base, and curb.
- New Concrete sidewalk and curb.
- New base, tack, and asphalt. 2.5" thick asphalt for Flounder and 1.5" thick asphalt for parking lot and bus lanes.
- Mill existing asphalt in parking lot west of CT-1, to adjust elevation and blend with new parking lot.
- Furnish and install new 18", 24", and 30" RCP.
- Furnish and install new Inlets. Twelve (12) total.
- Asphalt / concrete cutting and patching for conduit pathways.

(Scope description continued)

- Furnish and install new 50' concrete pole four (4) total.
- Relocate existing site lighting poles. Eleven (11) total.
- Relocate existing comm, camera, and tolling handholes. Eight (8) total.
- Pathways, power, and circuitry to equipment stations, gantry, and light poles.
- Low voltage, switches, and NEMA enclosures.
- Removal of existing single lane tolling structure.
- Relocate one (1) existing Transcore reader and install one (1) new Transcore reader for a total of two (2) at the new 2-laned bus entry.
- Furnish and install new gantry to accommodate 2-laned bus entry.

Exclusions:

- FLASH System furnish and/or install cost.
- Furnish and/or installation of Bollards.
- Management and/or general requirements for FLASH while they install their new PARCS system.
- Furnish or installation of camera poles and/or cameras (by FLASH).
- Any structure used for mounting PARCS equipment.
- Removal, disposal, or replacement of unsuitable materials if found.
- Abatement or removal of any unforeseen hazardous material if found.
- Premium time / holiday time.

Notes:

- Fill assumed to be imported from the site West of Flounder.
- 200' extension on George King Blvd is by others.
- Traffic signalization is deferred to a later date, and not included in the VE option.
- The widening of flounder is significantly reduced.
- Reference the attached conceptual sketch by Mike Allen.

VE Option: In an effort to reduce the immediate cost of this project, while implementing the additional parking as soon as possible, Ivey's suggests this VE option. This option offers functionality in added parking, but defers signalization modifications, as well as the widening of the southern portion of Flounder. Those modifications may be performed at a later date with minimal impact to operations.

This pricing is valid for a period of 30 calendar days.

Thank you,
IVEY'S CONSTRUCTION, INC.



Christian Dufresne
Estimator



Cruise Terminal 1 West Parking Expansion- VE Option
GMP-Rev 1

Date: February 24, 2023

Line	Div	Activity/Scope	Breakdown		Division Totals
1	01	General Requirements			\$246,008
2			Rate	Hours	
3		Supervisor	\$55.69	320	\$17,821
4		Area Supervisor	\$55.69	400	\$22,276
5		Project Engineer	\$51.73	400	\$20,692
6		Project Manager	\$114.69	266	\$30,508
7		Project Administrator	\$35.30	120	\$4,236
8		Construction Trailer			\$2,500
9		Electrical Hook-Up for Construction Trailer			\$0
10		Temporary Protection			\$7,500
11		MOT Allowance			\$30,000
12		Temp Fence and Barricades			\$15,000
13		Drinking Water			\$250
14		Safety			\$1,000
15		Cell Phone and Internet			\$700
16		Dumpster and Fees			\$2,000
17		Concrete Washout			\$4,500
18		Temporary Toilets and Hand Washes			\$3,150
19		Progress Cleaning and Maintenance			\$12,000
20		Fuel for Company Vehicles			\$5,200
21		Drawing Reproductions			\$1,500
22		Permit Cost			By Owner
23		Procure Management			\$5,200
24		Builders Risk Insurance			\$18,000
25		Insurance (Gen Liability, Excess)			\$15,976
26		Small Tools & Supplies			\$4,000
27		Material Testing			\$12,000
28		Survey and Layout			\$10,000
29	00	Design			\$121,250
30		Electrical and Structural			\$27,000
31		Communication			\$19,250
32		Civil			\$75,000
33	03	Concrete			\$15,000
34		Concrete Sidewalk and Curb			Inc. In Line 46
35		Concrete Foundations			Inc. In Line 38
36		Misc Cut and Patch Allowance - Concrete			\$15,000
37	10	Specialties			\$60,000
38		Commercial Tolling Gantry			\$60,000
39	26	Electrical			\$801,157
40		Circuitry, Pathways, Light Poles, and Fixtures			\$791,557
41		Subcontractors Bond			\$9,600
42	27	Communications			\$448,843
43		Low Voltage, Switches, and NEMAs			\$440,042
44		Subcontractors Bond			\$8,801
45	32	Exterior Improvements			\$1,337,779
46		Parking Lot Expansion and Flounder Widening			\$1,303,445
47		Subcontractors Bond			\$19,334
48		Misc Cut and Patch Allowance - Asphalt			\$15,000
49	34	Transportation			\$41,635
50		Transcore			\$32,635
51		Systems Testing Allowance			\$9,000
52		Traffic Signilization			\$0
53		Column Subtotals			\$3,071,672
54		Overhead		10%	\$307,167
55		Subtotal			\$3,378,839
56		Fee		5%	\$168,942
57		Subtotal			\$3,547,781
58		Contractors DB Contingency		8%	\$245,734
59		Subtotal			\$3,793,515
60		DB Bond		1.2%	\$45,522
61		Cruise Terminal 1 Expansion, 10% Design Phase GMP			\$3,839,037

ALLEN ENGINEERING, INC.

CIVIL ENGINEERS • SURVEYORS

106 Dixie Lane • Cocoa Beach, FL 32931 • Tel: 321-783-7443 • Fax: 321-783-5902 • www.AllenEng.net

Mr. Rocky Johnson
Ivey's Construction, Inc.
4060 N. Courtenay Parkway
Merritt Island, FL 32953

February 22, 2023

Re: CT1 West Parking Lots, Roadways and Signalization – Engineering and Surveying Services

Dear Mr. Johnson:

Thank you for the opportunity to offer this proposal to provide the following services required on the above referenced project for the listed fees.

Project:

The project shall consist of civil engineering and surveying services related to the design-build construction for the CT1 West Parking Lots, Roadways, and Signalization in Port Canaveral, Florida.

ENGINEERING/SURVEYING SERVICES \$75,000.00

1. We will update the topographic survey that Allen Engineering, Inc. has on file of the proposed project areas. The survey update will be in compliance with Minimum Standards of Practice as set forth in Chapter 5J-17 F.A.C., pursuant to Chapter 472-027 F.S., including the above indicators of underground utilities, sufficient for the design and permitting of the proposed improvements.
2. We will prepare the following:
 - a. A horizontal control plan based on a site plan provided by the Client.
 - b. A signage and striping plan.
 - c. An erosion and sediment control plan.
 - d. Paving/Drainage/Stormwater Management construction drawings, details, and specifications, including stormwater computations in accordance with the Canaveral Port Authority's (CPA) requirements.
 - e. Water distribution system construction drawings, details, and specifications, for the relocation of the water lines in accordance with the City of Cocoa Utilities Department and the CPA's requirements, if required.
 - f. Wastewater collection system construction drawings, details, and specifications for the relocation of the wastewater collection system in accordance with the City of Cape Canaveral and the CPA's requirements, if required.
3. The plans, specifications and applications will be submitted to the necessary regulatory agencies. The regulatory agencies shall include the CPA, the City of Cocoa

Re: CT1 West Parking Lots – Engineering and Surveying Services

(water), and the Florida Department of Environmental Protection (stormwater). We will make required plan modifications and respond to comments generated by the regulatory agencies. We will also attend applicable agency meetings to ensure timely project progress. We will act on behalf of the owner's/developer's best interest as they relate to site improvements.

- 4. We will also perform the following construction services:
 - a. Attend pre-construction conferences and approve shop drawings.
 - b. Make site visits to check progress of work to ensure substantial compliance with the plans and specifications.
 - c. Provide a final inspection and Certification at the completion of the project.

TRAFFIC SIGNALIZATION DESIGN \$55,000.00

Through coordination with Traffic Planning and Design (TPD), we will provide a traffic signal design at the intersection of George King Boulevard and Flounder Street in accordance with the requirements of Brevard County.

We have prepared this proposal based on the following assumptions and conditions:

- A. Any application fees, soil testing fees, printing fees, or express mail charges are a direct expense to the client and are not a part of this proposal.
- B. Unforeseen conditions will be brought to the attention of the client and a change order will be prepared prior to the continuation of work by AEI.
- C. Submittal to reviewing agencies does not guarantee permit issuance.
- D. Fee does not include environmental permitting related to wetland, surface water impacts, or endangered species.
- E. Fee does not include a traffic impact study or an environmental impact study.
- F. Fee does not include landscape and/or irrigation design.
- G. An approved site plan shall be provided by the client in autocad format.
- H. All construction drawings will be prepared in AutoCAD format (2018 or later).
- I. Areas on site will be accessible, construction equipment obstructions at a minimum, and crews will be able to move about freely to complete work in a reasonable manner.
- J. Any items not listed above will be done on an hourly basis or previously determined lump sum.

Any additional work that is required over and above the items previously listed, it will be done on an hourly basis at the following listed rates. These rates will be good for one (1) year from the proposal date.

Engineering Principal	\$175.00 per hour
Registered Surveyor	150.00 per hour
Project Manager	160.00 per hour
Survey Crew	160.00 per hour
Project Engineer	130.00 per hour

Re: CT1 West Parking Lots – Engineering and Surveying Services

Design Engineer	110.00 per hour
Survey Technician	110.00 per hour
CAD Specialist	95.00 per hour
Administrative Technician	75.00 per hour

Terms and Conditions:

Access to Site: Unless otherwise stated, Allen Engineering, Inc. (AEI) will have access to the site for activities for the performance of the services. AEI will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Defects in Service: The Client shall promptly report to AEI any defects or suspected defects in AEI's services of which the Client becomes aware, so that AEI may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontractors at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Client's contractors or subcontractors to notify AEI shall relieve AEI of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Dispute Resolution: Any claims made during surveying between the Client and AEI shall be submitted to non-binding mediation. The client and AEI agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billing / Payments: Invoices for AEI's services shall be submitted, at AEI's option, either upon completion of such services or on a monthly basis based on the number of hours spent on the project at the listed rates. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, AEI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late payments: Accounts unpaid 30 days after the invoice may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless AEI, his or her officers, directors, employees, agency and sub-consultants, from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement,

Mr. Rocky Johnson
Ivey's Construction, Inc.

February 22, 2023

Re: CT1 West Parking Lots – Engineering and Surveying Services

excepting only those damages, liabilities or costs attributable to the negligent acts, errors or omissions, or willful misconduct of AEI.

Certifications, Guarantees and Warranties: AEI shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence AEI cannot ascertain. The Client also agrees not to make resolution of any dispute with AEI or payment of any amount due to AEI in any way contingent upon AEI's signing any such certification.

Limitation of Liability: In recognition of the relative tasks, rewards and benefits of the project to both the Client and AEI, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, AEI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$50,000.00 or contract amount, whichever is less. Such causes include, but are not limited to, AEI's negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.

Termination of Services: This agreement may be terminated at any time by AEI or the Client should the other party fail to perform its obligations hereunder. In the event of termination, the Client shall pay AEI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents: All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by AEI as instruments of service shall remain the property of AEI. AEI shall retain all common law, statutory and other reserved rights, including, without limitations, the copyrights thereto.

If the above offer meets with your approval, please return a notice to proceed and a purchase order for our files. We appreciate the opportunity to submit this proposal for your project. If you have any questions, please feel free to contact me.

Very truly yours,



Michael S. Allen, P.E.
Allen Engineering, Inc.

OFFER ACCEPTED: _____

DATE: _____



February 22, 2023

Christian Dufresne, Project Engineer
Ivey's Construction, Inc.
060 N Courtenay Pkwy
Merritt Island, FL 32953

Subject: Professional Engineering Services Proposal
CPA Cruise Terminal 1 West Parking Expansion – CCTV, Security and Low Voltage Design
Telecommunications Design Services

Mr. Dufresne,

Our scope of work for telecommunications design for **the CPA Cruise Terminal 1 West Parking Expansion – CCTV, Security and Low Voltage Design** project includes *completing the structured cabling infrastructure* for telecommunications, new NEMA enclosure(s), new fiber optic backbone cables between the new NEMA enclosure(s), commercial tolling infrastructure, parking system data infrastructure, backbone tie-in locations and cameras. Low voltage design will include communications back to CT1, overall CCTV cabling and infrastructure and low voltage infrastructure for parking systems. For the cameras, this will include both the overall layout and related 2D and 3D coverage views. We will show all related components on our drawings including all enclosures, conduits, cabling and grounding. We will coordinate enclosures, space layouts and technology related requirements with the electrical engineer and Port staff.

Our fees are as follows:

Telecommunications & CCTV Design for CT1 Far West Lot :	\$	19,250
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These fees include all drawings, specifications and all necessary calculations to support the design. The fee also includes construction administrative services to include shop drawing review, conference calls, coordination with contractors during bidding and construction and two on-site field inspection for punch lists. The systems will be designed in accordance with the Florida Building Codes and all other applicable codes and standards.

If additional services are needed, such as construction administration or additional site visits, we expect to be compensated on an hourly fee, based on our standard hourly rates. Any additional travel required for inspections or on-site meetings will be billed separately as additional services using the Port Canaveral Contractor Travel reimbursement procedures. *This fee is based on the professional liability coverage of \$2,000,000 that we currently maintain. If additional insurance coverage is required beyond this amount, additional services will be required to cover the policy cost increase.*

Thank you, we look forward to working with you and the entire project team.

Best Regards,

A handwritten signature in blue ink, appearing to be "J. Oksanen", written over a light blue circular stamp or watermark.

PREMIER ENGINEERING GROUP, LLC
Jeremy J. Oksanen, RCDD
Member, LLC



February 9, 2023
Revised February 17, 2023

Mr. Rocky Johnson, LEED AP BD+C
Vice President
Ivey's Construction, Inc.
4060 N Courtenay Pkwy
Merritt Island, FL 32953
321-403-3071
Rjohnson@iveycon.org

**Re: CPA CT1 Parking Expansions Lighting Design Revision 1
Professional Engineering Services Proposal**

Dear Rocky:

TLC Engineering Solutions, Inc. (TLC) is pleased to submit the following **revised** proposal to provide engineering services for the above referenced project. We appreciate your consideration and look forward to working with you and your design team on this project.

PROJECT SCOPE

We understand the project is to consist of reconfiguring and expanding the parking lot immediately to the east of the CT1 parking garage and expansion of the parking lot to the south of the CT1 parking garage. The project is located at Port Canaveral, Florida. TLC's proposal is based on information provided in the kickoff meeting on February 3, 2023 and information gathered during the GMP support period thru February 23, 2023.

BASIC SCOPE OF SERVICES

Basic Scope of Services shall be as outlined in AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant, Article 3. TLC shall provide professional engineering and design services for:

- a. Electrical Engineering including empty conduits and boxes for voice/data, cable TV, access control and, CCTV
- b. Structural Engineering (limited to a new design for a two-lane tolling gantry & associated foundation based on a previous design)

TLC anticipates submittals at the following design stages:

- 75% Construction Documents
- 100% Construction Documents

All submittals are anticipated to be electronic. Reproduction shall be performed by **Ivey's Construction, Inc** or compensated as a reimbursable expense.

One (1) design review or coordination meetings are included in TLC's proposed work scope.

Light fixture poles are proposed to be direct buried concrete poles, structural engineering signed/sealed shop drawings shall be provided by the Contractor. Structural engineering for light pole bases is not included.

Power for parking gates/"FLASH" system is not included in this proposal as there is a separate P.O. for this effort.

Low voltage cabling and CCTV cameras are by others, TLC will coordinate empty conduit.

Traffic signal modifications are by others and excluded from TLC scope.

Power for electric vehicle chargers is excluded from TLC scope.

Design services include preparation of the Facility Light Management Plan with the Construction Documents for permitting.

We understand that this is a Design Build Contract in partnership with **Ivey's Construction, Inc.** Due to potential for unforeseen circumstances, it must be recognized that design modifications may occur during the design and construction process which may result in increases or decreases in actual construction cost, and that it is impossible to foresee or anticipate every design issue until the design work is completed. Therefore, it is an important that a reasonable allowance or contingency be included in the bid to accommodate any changes in design as developed for this proposal.

PROPOSED CONSTRUCTION PHASE SERVICES

Construction Phase Services provided for this project shall include:

1. Response to bidder questions.
2. Response to local permitting officials' comments.
3. Response to Contractor's Request for Information (RFI) during the construction period.
4. A total of two (2) site visits, to become generally familiar with the progress and quality of the construction work in order to determine if the work is being performed in general accordance with the construction documents. Substantial completion and final inspection, if requested, would each constitute a site visit.

INFORMATION TO BE FURNISHED BY THE CLIENT

In addition to Architects' Responsibilities defined in AIA Document C401 – 2017 Edition – Standard Form of Agreement Between Architect and Consultant, Article 5, specific information and material that impacts the design shall be provided to TLC as shown in Attachment A.

ADDITIONAL SERVICES

Additional services, when requested in writing by **Ivey's Construction, Inc.**, shall be performed at TLC's standard hourly rates. Additional Services are as defined in AIA Document B101 – 2017 Edition – Abbreviated Standard Form of Agreement Between Owner and Architect, Article 4. Additional Services also include those items shown in Attachment B. TLC shall submit the estimated additional services cost for approval and authorization prior to proceeding with a design.

Mr. Rocky Johnson
February 9, 2023
Revised February 17, 2023
Page 3

FEE

We propose to provide the above-described basic scope of services for a lump sum fee based on the following schedule:

Design: \$21,200.00
Construction Administration: \$ 5,800.00

Fees are inclusive of conventional reimbursable expenses. Conventional reimbursable expenses include routine travel, express mail, photography, and plotting for coordination and submittals as noted above. Nonconventional expenses including unanticipated travel or reproduction expenses to be reimbursable at 1.1 times direct cost.


Billing will be monthly, based upon percentage of services completed and reimbursable expenses. Payment is due within fifteen (15) days of receipt of payment from client.


If our proposal is acceptable, your signature below will confirm TLC's authorization to proceed. Retain one copy and return one copy to TLC at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received by your firm from the client. Alternatively, we can enter into a contract agreement using AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant.

We look forward to your favorable selection of TLC and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments.

Sincerely,

TLC Engineering Solutions, Inc.


John W. Riner, PE, LC, LEED AP BD+C
Principal / Senior Electrical Engineer


Gary C. Krueger, PE, CM, LEED AP BD+C
Vice President / Executive Director

Ivey's Construction, Inc.

Print Name and Title

Date: _____

Attachments

ATTACHMENT A

INFORMATION TO BE FURNISHED BY THE CLIENT Professional Engineering Services Proposal

1. Copy of Owner-Client Agreement.
2. Updated, CAD-generated pre-bordered base sheets, site plans, life safety plans, elevations, building sections, reflected ceiling plans and architectural floor plan backgrounds, complete with room names, numbers and rated or special wall construction, will be provided by the Architect during the course of the design (TLC standard is REVIT).
3. Civil, site drawings and surveys, indicating all underground mechanical, plumbing and electrical site utilities, which may affect design.
4. Catalog cut sheets for Owner-furnished equipment and equipment requiring mechanical, plumbing or electrical connections. Cut sheets shall indicate all utility connection requirements, utility consumption and heat rejection, including information on any system with special clearance requirements.
5. Geotechnical report of subsurface soils conditions with recommendations for foundations and site preparation.
6. Reliable existing construction design drawings. Extensive field verification of existing systems is not anticipated or included in proposed work scope.
7. Access control and CCTV device location will be provided by Architect.

ATTACHMENT B

ADDITIONAL SERVICES

Professional Engineering Services Proposal

1. AIA Document B101-2017 Edition – Standard Form of Agreement Between Owner and Architect, Article 3 and AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant, Article 5.
2. Construction site visits or attendance at design review meetings, as requested by the Owner or Architect, in excess of site visits per discipline as defined in our proposal.
3. Material testing or installation quality inspection services including (but not limited to) concrete, reinforcing steel, welds, connections, torsion or tension verification of bolts, decking or masonry systems. Certification of construction or inspection services to appease special requirements of the local building department, are not included in TLC's scope of services.
4. Value Engineering meetings and subsequent engineering or design revisions to incorporate extensive accepted value engineering items, including changes to system design after construction documents have been completed.
5. Significant revisions to the program, design philosophy or Architectural plans after 75% Construction Documents approval, or to systems selected following schematic phase, and which result in redesign expenses.
6. Extensive phasing of project including development of multiple permitting packages.
7. Electrical Circuit Breaker Coordination Study.
8. Design of emergency power or generator systems.
9. Preparation of life cycle cost analysis.
10. Civil engineering, landscape design, and irrigation design services.
11. Document reproduction beyond those required for in-house coordination and submittals as outlined above.
12. Electrical system Commissioning or FBC C408 Commissioning.
13. Design of currently unidentified specialty electrical systems, including but not limited to: low voltage systems, specialty lighting, CCTV security, audio/visual, video conference system, commercial and retail tenant's point of sale, telephone/data/video, paging/PA system and security, alarm/access control systems. (Design of empty conduit systems is included).
14. Development of "as-built" or record drawings.
15. Detailed cost estimating services.
16. Design services to accommodate sustainable rating systems (LEED, Green Globes, etc.)
17. Traffic signalization modifications.
18. Design of Distributed Antenna System (DAS) or In-building Public Safety Radio Enhancement Systems.

CHROME ELECTRIC, LLC.

500 S. PARK AVE. TITUSVILLE, FL 32796

PH (321) 267-0990 FAX (321) 267-3253

Email: *smackey@chromeelec.com*

Budget PROPOSAL:

CT-1 Southside Parking Modifications

Ivey's Scope

Port Canaveral, FL

TO: Ivey's Construction
ATTN: Christian Dufresne

DESCRIPTION: Provide labor and materials for a complete electrical installation as described by the project plans. Consisting of but not limited to the following:

- Provide & install DSX2 Lithonia site lighting with motion sensors as shown.
- Provide and install 4-50' new concrete poles with 10' burial depth.
- Provide & install N4X panel, xfmr and disconnect for 120v power.
- Provide & install lighting circuits to existing contactor in CT-1.
- Provide grounding and air terminals for pole as shown.
- Provide empty conduit from panel HA13 to Canaveral site as shown.
- Relocate 10-existing site lighting poles as shown.
- Relocate 1-pole near the 55' extension.
- Demo 2- decorative poles in the bus lane.
- Replace 4 existing LPS fixtures with 2-led's each as shown.
- Relocate existing commercial tolling equipment as shown.
- Demo existing parking system as shown.
- Relocate 5 existing primary port loop fiber communication handholes as shown.
- Relocate 3 existing camera/tolling handhole as shown.
- Provide & install power for commercial tolling system as show.
- Provide & install data/comm for commercial tolling system.
- Provide & install power for pay on exit station & gate arm as shown.
- Provide & install data/comm for pay on exit station & gate arm as shown.
- Provide & install camera system as shown.
- Provide & install communication system as shown.
- Provide & install fiber enclosures for cameras, parking and commercial tolling system as shown.
- Provide & install stainless steel banding supports for conduit on pole as shown.
- Install Schedule 80 PVC Conduit underground for comm work.
- Install PVC coated rigid conduit stub to enclosures as shown.
- Provide temporary power to 1 construction trailer within 100' of power source.
- Testing & test reports required.
- Trench & backfill.
- We assume this proposal in its entirety will be made an exhibit to the contract.
- No overtime, premium time, swing shift or weekend work included.

EXCLUSIONS: Bond, permits, MOT, surveys for electrical utilities, vehicle loop detection scope, any Flash equipment/cameras/devices/wire, Flash poles/pole bases, bollards around light poles located in parking lot, sod, relocation of traffic arm/signal work, saw cutting and patching asphalt/concrete, dewatering, arc flash coordination study, painting and patching.

CLARIFICATION: Per pole detail it is our assumption that Ivey's will provide bollards around the light pole in the parking lot. We are not pouring a concrete base around the poles as shown in the detail. Note states bollard are acceptable.

Price includes payroll tax, insurance and required documentation.

TOTAL BASE BID: \$1,216,900.00

Option to Change 4-LPS fixture to LED: \$23,500.00

Bond Adder for Chrome: \$9,600.00

Chrome Electric, LLC.

Shaun Mackey

Estimator

Date: 2/23/2023
(Price firm for 30 days)

February 22nd, 2023

Geoff Cone, Vice President
Chrome Electric, Inc.
500 South Park Avenue
Titusville, Florida 32796



LWMM2023-055

RE: Proposal Summary for CPA-FLASH Parking System Upgrades 30% Drawings CT-1

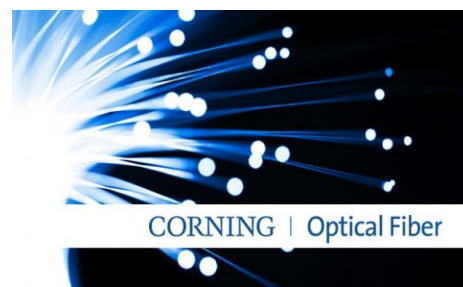
Geoff,

Morse Communications, Inc. is happy to provide you quotes for Four Hundreded Forty Eight Thousand Eight Hundred Forty Two Dollars and Fifty Four Cents for the scope of work & material supporting CPA-FLASH Parking System Upgrades. Below is a breakout by location and category.

Option #	Location Name	Morse Cost Break out by Category	Morse Quote Amt
1	Cruise Terminal #1 West Expansion Spaces	Low Voltage, Switches, & NEMA's: \$ 303,678.87	\$ 303,678.87
2	Cruise Terminal #1 West Expansion Entry	Low Voltage, Switches, & NEMA's: \$ 68,657.10	\$ 68,657.10
3	Creuse Terminal #1 West Expansion Exit	Low Voltage, Switches, & NEMA's: \$ 67,705.74	\$ 67,705.74
4	Payment & Performance Bond	\$ 8,800.83	\$ 8,800.83
Grand Total All Locations:			\$ 448,842.54

Thanks,

Jason Bowman. PM.
jbowman@morsecom.com
www.morsecom.com
Cell 321-243-9918





RE: Cruise Terminal #1 West Expansion Spaces 1 30% Design

<u>Option</u>	<u>System</u>	<u>Excludes</u>	<u>Provided By</u>		<u>Total Cost</u>
#1	Low Voltage & LPR Camera's	Switch Configuration/Transcore	Morse	\$	303,678.87

Scope of Work

- A) Extend existing 48 strand to CT1 CER room via new & existing ducts.
- B) Install new 96 Strand SM Fiber to Flounder Rd to Ct1 CER room via new & existing ducts.
- C) Break out new 96 cable to cover CT1 Parking Areas.
- D) Install new Splice enclosures & Trays in new Comms Handholes.
- E) Future Fiber will be left Dark in preparation for install in closest handhole.
- F) Protect new & existing communications pathways for re-use.
- G) Conduit pathways by others Coordination with nearby work will be required.
- H) Provide new (4) NEMA's for Camera Poles.
- I) Provide new Cabling, Conduit, boxes & Seal tight for 12 Camera Poles.
- J) Provide & install (16) New Axis Cameras & Mounts.
- J) Provide & install (4) Replacement Cameras & Mounts.
- K) Provide all associated hardware inside NEMA's to meet CPA standards.
- L) Provide Spare Switches, SFP, Power supplies & Cords for each NEMA.
- M) Provide Spare Cameras as per CPA standards.
- O) Final Camera Mounting and view settings to be coordinated with CPA.
- P) Power & underground Conduits will be provided by others.
- Q) Coordination will be required for Primary Fiber Loop pull back.
- R) Work will need to take place to minimize impact of effected services.
- S) Primary Loop Fiber will need to be cut & extended once new HH is in place.
- T) Power & underground Conduits will be provided by others.
- U) Work may need to take place out of normal hours.

Material List

<u>Quantity</u>	<u>Description</u>	<u>Manufacturer</u>		<u>Unit Cost</u>		<u>Total Cost</u>
12	Duct Seal 3 Pounds	3M	\$	19.90	\$	238.80
15	Finger-Duct	Panduit	\$	29.00	\$	435.00
150	#8 Ground-Wire #8 AWG	General	\$	0.74	\$	111.00
4	Bus-Bar Kit	General	\$	188.00	\$	752.00
4	NEMA SS 36" x 30"	Hoffman	\$	2,493.75	\$	9,975.00
4	NEMA SS 36" x 30" Back-Plate	Hoffman	\$	262.88	\$	1,051.52
4	Schlage Lock & Hasp Set	Schlage	\$	146.00	\$	584.00
8	Din Rail	Phoenix	\$	8.70	\$	69.60
16	Edco Surge Protector	EDCO	\$	72.91	\$	1,166.56
4	Edco Surge Protector HSP12BT-1	EDCO	\$	136.78	\$	547.12
4	Belden 12 Port Patch Panel Loaded	Belden	\$	255.00	\$	1,020.00
4	NEMA 4X Mounting	Fastenal	\$	225.00	\$	900.00
4	8 Port ISW Switches	Extreme	\$	2,106.26	\$	8,425.04
4	8 Port ISW Switches 5 AHR Warranty	Extreme	\$	990.00	\$	3,960.00
8	16804 Power Supplies	Extreme	\$	552.51	\$	4,420.08
8	High Temp SFP's	Extreme	\$	381.17	\$	3,049.36
8	Power Cords	Extreme	\$	27.00	\$	216.00
8	Power Pig Tail	Extreme	\$	11.00	\$	88.00
4	8 Port ISW Switches (Spare)	Extreme	\$	2,106.26	\$	8,425.04
4	8 Port ISW Switches 5 AHR Warranty (Spare)	Extreme	\$	990.00	\$	3,960.00
4	16804 Power Supplies (Spare)	Extreme	\$	552.51	\$	2,210.04
4	High Temp SFP's (Spare)	Extreme	\$	381.17	\$	1,524.68
4	Power Cords (Spare)	Extreme	\$	27.00	\$	108.00
4	Power Pig Tail (Spare)	Extreme	\$	11.00	\$	44.00
1,000	Cat 6 OSP Cable	Belden	\$	0.56	\$	560.00
2	Bucket of Pull String	Greenlee	\$	64.00	\$	128.00
48	Cat 6 Jack's (Panel)	Belden	\$	9.91	\$	475.68
16	Cat 6 Jack's (Station)	Belden	\$	10.91	\$	174.56
16	Cat 6a Patch Cable 3 foot Station Surge	Belden	\$	5.99	\$	95.84
16	Cat 6a Patch Cable 5 foot Station to Device	Belden	\$	8.66	\$	138.56

16	Cat 6a Patch Cable 7 foot Communication	Belden	\$	10.12	\$	161.92
200	Patch Cord Flags	Panduit	\$	0.30	\$	60.00
16	Biscuit Boxes 1 Port White	Belden	\$	3.68	\$	58.88
5	Roll of 3M Double Stick	3M	\$	7.91	\$	39.55
4	Misc. SS Mounting Hardware (Interior)	Morse/Fastenal	\$	21.00	\$	84.00
5	Roll of Velcro CMR Black 3/4"	VC USA	\$	24.21	\$	121.05
3	Roll of Laser Label's	Ryno	\$	12.00	\$	36.00
4	Patch Panel Label's	Fire House Label's	\$	9.00	\$	36.00
1	Control Wire 18/10 Gate Arms	Belden	\$	199.00	\$	199.00
1	Roll of Mule Tape	Neptco	\$	212.00	\$	212.00
5	Roll's of Electrical Tape	3M	\$	3.00	\$	15.00
5	Roll of Black Zip Ties	Panduit	\$	13.00	\$	65.00
12	SS Unistrut & Endcaps	Graybar	\$	168.99	\$	2,027.88
4	SS 3/8 All Thread	Graybar	\$	57.89	\$	231.56
5	SS Fixings	Graybar	\$	150.00	\$	750.00
1	As-Builds & Test Results	Morse T.E	\$	175.00	\$	175.00
2	Scissor Lift Rental Per Month	Morse / UR	\$	1,869.00	\$	3,738.00
16	Bird Spike Kits	Axis	\$	48.97	\$	783.52
16	Seal Tight Kit's	Graybar	\$	23.45	\$	375.20
5	Axis Q3538-LVE 8MP Camera (Spare)	Axis	\$	1,657.76	\$	8,288.80
5	T91H61 Wall Mount (Spare)	Axis	\$	222.00	\$	1,110.00
5	T91B47 Pole Mount (Spare)	Axis	\$	83.00	\$	415.00
20	Axis Q3538-LVE 8MP Camera	Axis	\$	1,657.76	\$	33,155.20
20	T91H61 Wall Mount	Axis	\$	222.00	\$	4,440.00
20	T91B47 Pole Mount	Axis	\$	83.00	\$	1,660.00
20	Banding, Mounting Hardware	Graybar	\$	150.00	\$	3,000.00
3,500	96 Strand SM Fiber	Corning	\$	2.35	\$	8,225.00
12	SPH01 Breakout Box	Corning	\$	78.91	\$	946.92
12	6 Strand SM LC Splice Cassette (NEMA)	Corning	\$	467.89	\$	5,614.68
6	24 Strand LC Splice Cassette (CEC)	Corning	\$	581.98	\$	3,491.88
4	2U Fiber Enclosure	Corning	\$	321.99	\$	1,287.96
12	Splice Dome Enclosure, Trays & Fittings	CommScope	\$	587.89	\$	7,054.68
2,000	24 Strand SM Fiber	Corning	\$	1.24	\$	2,480.00
40	Sch 80 1 1/4" PVC Conduit	Graybar	\$	8.49	\$	339.60
12	8x8x8 PVC Weatherproof box	IPEX	\$	28.98	\$	347.76
12	Seal Tight to PVC Kit	Graybar	\$	21.49	\$	257.88
200	SS Mini Strap	Graybar	\$	6.96	\$	1,392.00
	Material Cost:				\$	147,530.40
	Labor Cost:				\$	119,153.00
	Subtotal:				\$	266,683.40
	Profit, Over-Head & Mark Up 10%:				\$	26,668.34
	Material Tax 7%:				\$	10,327.13
	Total Cost:				\$	303,678.87

Thank you,

Jason Bowman. PM.
jbowman@morsecom.com
www.morsecom.com
 Cell 321-243-9918





RE: Cruise Terminal #1 West Expansion Entry 30% Design

<u>Option</u>	<u>System</u>	<u>Excludes</u>	<u>Provided By</u>		<u>Total Cost</u>
#2	Low Voltage & LPR Camera's	Switch Configuration/Transcore	Morse	\$	68,657.10

Scope of Work

- A) Remove existing Pay station Comms equipment & turn over to owner.
- B) Remove existing Pay station Cameras & turn over to owner.
- C) Demolish existing pay station communications cable back to source.
- D) Protect existing communications pathways for re-use.
- E) Provide new Cabling for Two (2) Smart Kiosks to Garage Communications Room.
- F) Provide new Cabling for Two (2) Barrier Gates to Smart Station Kiosks.
- G) Provide new Cabling for Two (2) LPR Cameras to Garage Communications Room.
- H) Provide new Cabling for (1) CPA Camera to Garage Communications Room.
- I) Provide new 48x36 White NEMA for Transcore Built out to Specs on Sheet T-20.03.
- J) All Testing & Labeling to latest CPA Standards.
- K) All LPR Cameras & Poles provided & installed by others.
- L) Provide new 48x36 White NEMA for Transcore Built out to Specs on Sheet T-20.03.
- M) Provide new Cabling from Transcore NEMA to Existing NEMA.
- N) All Testing & Labeling to latest CPA Standards.

Material List

<u>Quantity</u>	<u>Description</u>	<u>Manufacturer</u>		<u>Unit Cost</u>		<u>Total Cost</u>
4	Duct Seal 3 Pounds	3M	\$	19.90	\$	79.60
4	Finger-Duct	Panduit	\$	29.00	\$	116.00
150	#8 Ground-Wire #8 AWG	General	\$	0.74	\$	111.00
2	Bus-Bar Kit	General	\$	188.00	\$	376.00
1	NEMA SS 48" x 36"	Hoffman	\$	3,294.60	\$	3,294.60
1	NEMA SS 48" x 36" Back-Plate	Hoffman	\$	471.71	\$	471.71
2	Schlage Lock & Hasp Set	Schlage	\$	146.00	\$	292.00
6	Din Rail	Phoenix	\$	8.70	\$	52.20
2	Edco Surge Protector	EDCO	\$	72.91	\$	145.82
2	Edco Surge Protector HSP12BT-1	EDCO	\$	136.78	\$	273.56
1	Belden 12 Port Patch Panel Loaded	Belden	\$	255.00	\$	255.00
1	NEMA SS 36" x 30"	Hoffman	\$	2,493.75	\$	2,493.75
1	NEMA SS 36" x 30" Back-Plate	Hoffman	\$	262.88	\$	262.88
2	NEMA 4X Mounting	Fastenal	\$	225.00	\$	450.00
2	8 Port ISW Switches	Extreme	\$	2,106.26	\$	4,212.52
2	8 Port ISW Switches 5 AHR Warranty	Extreme	\$	990.00	\$	1,980.00
4	16804 Power Supplies	Extreme	\$	552.51	\$	2,210.04
4	High Temp SFP's	Extreme	\$	381.17	\$	1,524.68
4	Power Cords	Extreme	\$	27.00	\$	108.00
4	Power Pig Tail	Extreme	\$	11.00	\$	44.00
2	8 Port ISW Switches (Spare)	Extreme	\$	2,106.26	\$	4,212.52
2	8 Port ISW Switches 5 AHR Warranty (Spare)	Extreme	\$	990.00	\$	1,980.00
4	16804 Power Supplies (Spare)	Extreme	\$	552.51	\$	2,210.04
4	High Temp SFP's (Spare)	Extreme	\$	381.17	\$	1,524.68
4	Power Cords (Spare)	Extreme	\$	27.00	\$	108.00
4	Power Pig Tail (Spare)	Extreme	\$	11.00	\$	44.00
2,000	Cat 6 OSP Cable	Belden	\$	0.56	\$	1,120.00
1	Bucket of Pull String	Greenlee	\$	64.00	\$	64.00
1	12 Port Patch Panel	Belden	\$	78.00	\$	78.00
24	Cat 6 Jack's (Panel)	Belden	\$	9.91	\$	237.84
12	Cat 6 Jack's (Station)	Belden	\$	10.91	\$	130.92
12	Cat 6a Patch Cable 3 foot Station Surge	Belden	\$	5.99	\$	71.88
12	Cat 6a Patch Cable 5 foot Station to Device	Belden	\$	8.66	\$	103.92
12	Cat 6a Patch Cable 7 foot Communication	Belden	\$	10.12	\$	121.44
66	Patch Cord Flags	Panduit	\$	0.30	\$	19.80
10	Biscuit Boxes 1 Port White	Belden	\$	3.68	\$	36.80
2	Roll of 3M Double Stick	3M	\$	7.91	\$	15.82

2	Misc. SS Mounting Hardware (Interior)	Morse/Fastenal	\$	21.00	\$	42.00
1	Control Wire 18/10 Gate Arms	Belden	\$	199.00	\$	199.00
1	Roll of Mule Tape	Neptco	\$	212.00	\$	212.00
2	Roll's of Electrical Tape	3M	\$	3.00	\$	6.00
3	Roll of Velcro CMR Black 3/4"	VC USA	\$	24.21	\$	72.63
2	Roll of Laser Label's	Ryno	\$	12.00	\$	24.00
2	Patch Panel Label's	Fire House Label's	\$	9.00	\$	18.00
4	SS Unistrut & Endcaps	Graybar	\$	78.00	\$	312.00
4	SS 3/8 All Thread	Graybar	\$	57.89	\$	231.56
2	SS Fixings	Graybar	\$	150.00	\$	300.00
1	Roll of Black Zip Ties	Panduit	\$	13.00	\$	13.00
1	As-Builds & Test Results	Morse T.E	\$	175.00	\$	175.00
1	Scissor Lift Rental Per Month	Morse / UR	\$	1,209.00	\$	1,209.00
7	Bird Spike Kits	Axis	\$	48.97	\$	342.79
8	Seal Tight Kit's	Graybar	\$	23.45	\$	187.60
1	Axis Q3538-LVE 8MP Camera (Spare)	Axis	\$	1,657.76	\$	1,657.76
1	T91H61 Wall Mount (Spare)	Axis	\$	222.00	\$	222.00
1	T91B47 Pole Mount (Spare)	Axis	\$	83.00	\$	83.00
1	Axis Q3538-LVE 8MP Camera	Axis	\$	1,657.76	\$	1,657.76
1	T91H61 Wall Mount	Axis	\$	222.00	\$	222.00
1	T91B47 Pole Mount	Axis	\$	83.00	\$	83.00
7	8x8x8 PVC Weatherproof box	IPEX	\$	28.98	\$	202.86
7	Seal Tight to PVC Kit	Graybar	\$	21.49	\$	150.43
16	SS Mini Strap	Graybar	\$	6.96	\$	111.36
500	12 Strand SM Fiber	Corning	\$	0.97	\$	485.00
1	SPH01 Breakout Box	Corning	\$	78.91	\$	78.91
1	6 Strand SM LC Splice Cassette (NEMA)	Corning	\$	467.89	\$	467.89

Material Cost: \$ 39,599.57
Labor Cost: \$ 20,296.00

Subtotal: \$ 59,895.57

Profit, Over-Head & Mark Up 10%: \$ 5,989.56

Material Tax 7%: \$ 2,771.97

Total Cost: \$ **68,657.10**

Thank you,

Jason Bowman. PM.
jbowman@morsecom.com
www.morsecom.com
Cell 321-243-9918





RE: Cruise Terminal #1 West Expansion Exit 30% Design

<u>Option</u>	<u>System</u>	<u>Excludes</u>	<u>Provided By</u>		<u>Total Cost</u>
#3	Low Voltage & LPR Camera's	Switch Configuration/Transcore	Morse	\$	67,705.74

Scope of Work

- A) Remove existing Pay station Comms equipment & turn over to owner.
- B) Remove existing Pay station Cameras & turn over to owner.
- C) Demolish existing pay station communications cable back to source.
- D) Protect existing communications pathways for re-use.
- E) Provide new Cabling for Two (2) Smart Kiosks to Garage Communications Room.
- F) Provide new Cabling for Two (2) Barrier Gates to Smart Station Kiosks.
- G) Provide new Cabling for Two (2) LPR Cameras to Garage Communications Room.
- H) Provide new Cabling for (1) CPA Camera to Garage Communications Room.
- I) Provide new 48x36 White NEMA for Transcore Built out to Specs on Sheet T-20.03.
- J) All Testing & Labeling to latest CPA Standards.
- K) All LPR Cameras & Poles provided & installed by others.
- L) Provide new 48x36 White NEMA for Transcore Built out to Specs on Sheet T-20.03.
- M) Provide new Cabling from Transcore NEMA to Existing NEMA.
- N) All Testing & Labeling to latest CPA Standards.

Material List

<u>Quantity</u>	<u>Description</u>	<u>Manufacturer</u>		<u>Unit Cost</u>		<u>Total Cost</u>
4	Duct Seal 3 Pounds	3M	\$	19.90	\$	79.60
4	Finger-Duct	Panduit	\$	29.00	\$	116.00
150	#8 Ground-Wire #8 AWG	General	\$	0.74	\$	111.00
2	Bus-Bar Kit	General	\$	188.00	\$	376.00
1	NEMA SS 48" x 36"	Hoffman	\$	3,294.60	\$	3,294.60
1	NEMA SS 48" x 36" Back-Plate	Hoffman	\$	471.71	\$	471.71
2	Schlage Lock & Hasp Set	Schlage	\$	146.00	\$	292.00
6	Din Rail	Phoenix	\$	8.70	\$	52.20
2	Edco Surge Protector	EDCO	\$	72.91	\$	145.82
2	Edco Surge Protector HSP12BT-1	EDCO	\$	136.78	\$	273.56
1	Belden 12 Port Patch Panel Loaded	Belden	\$	255.00	\$	255.00
1	NEMA SS 36" x 30"	Hoffman	\$	2,493.75	\$	2,493.75
1	NEMA SS 36" x 30" Back-Plate	Hoffman	\$	262.88	\$	262.88
2	NEMA 4X Mounting	Fastenal	\$	225.00	\$	450.00
2	8 Port ISW Switches	Extreme	\$	2,106.26	\$	4,212.52
2	8 Port ISW Switches 5 AHR Warranty	Extreme	\$	990.00	\$	1,980.00
4	16804 Power Supplies	Extreme	\$	552.51	\$	2,210.04
4	High Temp SFP's	Extreme	\$	381.17	\$	1,524.68
4	Power Cords	Extreme	\$	27.00	\$	108.00
4	Power Pig Tail	Extreme	\$	11.00	\$	44.00
2	8 Port ISW Switches (Spare)	Extreme	\$	2,106.26	\$	4,212.52
2	8 Port ISW Switches 5 AHR Warranty (Spare)	Extreme	\$	990.00	\$	1,980.00
4	16804 Power Supplies (Spare)	Extreme	\$	552.51	\$	2,210.04
4	High Temp SFP's (Spare)	Extreme	\$	381.17	\$	1,524.68
4	Power Cords (Spare)	Extreme	\$	27.00	\$	108.00
4	Power Pig Tail (Spare)	Extreme	\$	11.00	\$	44.00
2,000	Cat 6 OSP Cable	Belden	\$	0.56	\$	1,120.00
1	Bucket of Pull String	Greenlee	\$	64.00	\$	64.00
1	12 Port Patch Panel	Belden	\$	78.00	\$	78.00
24	Cat 6 Jack's (Panel)	Belden	\$	9.91	\$	237.84
12	Cat 6 Jack's (Station)	Belden	\$	10.91	\$	130.92
12	Cat 6a Patch Cable 3 foot Station Surge	Belden	\$	5.99	\$	71.88
12	Cat 6a Patch Cable 5 foot Station to Device	Belden	\$	8.66	\$	103.92
12	Cat 6a Patch Cable 7 foot Communication	Belden	\$	10.12	\$	121.44
66	Patch Cord Flags	Panduit	\$	0.30	\$	19.80
10	Biscuit Boxes 1 Port White	Belden	\$	3.68	\$	36.80
2	Roll of 3M Double Stick	3M	\$	7.91	\$	15.82

2	Misc. SS Mounting Hardware (Interior)	Morse/Fastenal	\$	21.00	\$	42.00
1	Control Wire 18/10 Gate Arms	Belden	\$	199.00	\$	199.00
1	Roll of Mule Tape	Neptco	\$	212.00	\$	212.00
2	Roll's of Electrical Tape	3M	\$	3.00	\$	6.00
3	Roll of Velcro CMR Black 3/4"	VC USA	\$	24.21	\$	72.63
2	Roll of Laser Label's	Ryno	\$	12.00	\$	24.00
2	Patch Panel Label's	Fire House Label's	\$	9.00	\$	18.00
4	SS Unistrut & Endcaps	Graybar	\$	78.00	\$	312.00
4	SS 3/8 All Thread	Graybar	\$	57.89	\$	231.56
2	SS Fixings	Graybar	\$	150.00	\$	300.00
1	Roll of Black Zip Ties	Panduit	\$	13.00	\$	13.00
1	As-Builds & Test Results	Morse T.E	\$	175.00	\$	175.00
1	Scissor Lift Rental Per Month	Morse / UR	\$	1,209.00	\$	1,209.00
3	Bird Spike Kits	Axis	\$	48.97	\$	146.91
3	Seal Tight Kit's	Graybar	\$	23.45	\$	70.35
1	Axis Q3538-LVE 8MP Camera (Spare)	Axis	\$	1,657.76	\$	1,657.76
1	T91H61 Wall Mount (Spare)	Axis	\$	222.00	\$	222.00
1	T91B47 Pole Mount (Spare)	Axis	\$	83.00	\$	83.00
1	Axis Q3538-LVE 8MP Camera	Axis	\$	1,657.76	\$	1,657.76
1	T91H61 Wall Mount	Axis	\$	222.00	\$	222.00
1	T91B47 Pole Mount	Axis	\$	83.00	\$	83.00
3	8x8x8 PVC Weatherproof box	IPEX	\$	28.98	\$	86.94
3	Seal Tight to PVC Kit	Graybar	\$	21.49	\$	64.47
8	SS Mini Strap	Graybar	\$	6.96	\$	55.68
1	SPH01 Breakout Box	Corning	\$	78.91	\$	78.91
1	6 Strand SM LC Splice Cassette (NEMA)	Corning	\$	467.89	\$	467.89
	Material Cost:				\$	38,543.88
	Labor Cost:				\$	20,554.00
	Subtotal:				\$	59,097.88
	Profit, Over-Head & Mark Up 10%:				\$	5,909.79
	Material Tax 7%:				\$	2,698.07
	Total Cost:				\$	67,705.74

Thank you,

Jason Bowman. PM.
jbowman@morsecom.com
www.morsecom.com
 Cell 321-243-9918





235 West Drive
 Melbourne, FL 32904
 321-253-5556 Phone
 321-253-5176 Fax
kcf@cfl.rr.com

February 21, 2023

Ivey's Construction, Inc.
 4053 N Courtenay Pkwy
 Merritt Island, FL 32953

RE: CT-1 West Parking Expansion

Proposal

Quantity	Item	Price	Sub Total
1 LS	Mobilization	\$40,900.00	\$40,900.00
450 SY	Temporary Entrance	\$36.50	\$16,425.00
3000 LF	Perimeter Silt Fence (price does not include maintenance)	\$3.30	\$9,900.00
16 EA	Inlet Protection	\$330.00	\$5,280.00
1 LS	Clearing	\$38,000.00	\$38,000.00
8120 SF	Demo Concrete	\$1.50	\$12,180.00
1160 SY	Demo Asphalt (by hand)	\$10.50	\$12,180.00
2120 SY	Demo Base	\$5.66	\$11,999.20
2329 FT	Demo Curb	\$5.50	\$12,809.50
1682 CY	Strip Topsoil (use on-site)	\$4.50	\$7,569.00
1689 CY	Excavate & Grade	\$5.50	\$9,289.50
1 LS	Dewatering	\$12,000.00	\$12,000.00
1000 CY	Import Fill from West of Flounder	\$5.75	\$57,500.00
1 LS	Grading	\$32,500.00	\$32,500.00
2667 SY	Milling (2 Mobs)	\$9.00	\$24,003.00
4820 FT	Saw Cutting	\$4.25	\$20,485.00
9961 SY	1.5" Asphalt SP-12.5	\$13.25	\$131,933.45
5000 SY	2.5" Asphalt SP-12.5 (Flounder)	\$22.50	\$112,500.00
12111 SY	Prime	\$0.80	\$9,688.80
9461 SY	6" Base	\$17.06	\$161,404.66
5000 SY	8" Base (Flounder)	\$21.50	\$107,500.00
5500 SY	12" Stabilized Subbase	\$14.06	\$77,330.00
11100 SY	8" Stabilized Subbase	\$9.40	\$104,340.00
400 FT	Valley Curb	\$41.50	\$16,600.00
1972 FT	"F" Curb	\$30.92	\$60,974.24
4266 FT	"A" Curb	\$30.93	\$131,947.38
50 FT	Ribbon Curb	\$30.93	\$1,546.50
8392 SF	6" Sidewalk	\$7.34	\$61,597.28
60 FT	ADA	\$110.00	\$6,600.00
1 EA	Flumes	\$3,190.00	\$3,190.00
8392 SY	Subgrade	\$1.25	\$10,490.00
1 LS	Stripes & Signs	\$17,832.00	\$17,832.00
1 LS	Traffic Control (no night work)	\$48,500.00	\$48,500.00
1 LS	Layout & As-builts	\$46,000.00	\$46,000.00
1 LS	GPS Modeling	\$12,500.00	\$12,500.00
1 LS	Sweep & Clean Up	\$9,500.00	\$9,500.00
128 FT	18" RCP	\$121.90	\$15,603.20
664 FT	24" RCP	\$135.90	\$90,237.60
112 FT	30" RCP	\$196.76	\$22,037.12
5 EA	Type "C" Inlet	\$9,483.00	\$47,415.00
6 EA	P-4 Curb Inlet	\$12,991.00	\$77,946.00
1 EA	Type "E" Inlet	\$17,998.00	\$17,998.00
1 EA	Manhole	\$14,985.00	\$14,985.00
3 EA	Tie Into Existing Structure	\$14,725.00	\$44,175.00
1 LS	Dewatering	\$29,080.00	\$29,080.00
1 LS	Clean & Vac	\$12,600.00	\$12,600.00
1 LS	Testing & Camera	\$10,750.00	\$10,750.00

Total Proposal: \$1,837,821.43

*Does not include Sod or Seed & Mulch

****Due to the volatile market, we cannot guarantee material or fuel pricing****

Proposal Exclusions:

Permits, fees, testing. Impact fees, tap fees, removing and replacing unsuitable materials, rock excavating, relocating conflicting utilities (any utility within 6" horizontally or vertically of work area) clearing line (for establishing clearing limits), seed and mulching, sod, engineering, sewer, water, storm drainage, bonds, fire line (if applicable), NPDS monitoring. H/C Ramps (standard tactical surface), Silt fence price does not include maintenance.

Upon acceptance of our proposal the Owner must provide at least (4) sets of "Approved for Construction" drawings and CAD file.

Erosion control includes only what is listed on the proposal.

Proposal includes daytime work only (if applicable)

The above prices will be honored for (30) days. We will only guarantee prices when the project is completed within (90) days due to the fact that suppliers will no longer guarantee their prices.

Due to the extremely volatile market of oil prices, this project could be effected. If oil prices increase during the course of this project, we will issue a change order to that effect.

All precast for curb inlets must be 15" +/- 2'. Any additional will be charged @ \$250.00 per foot, 1' being the minimum.

This proposal is based on 6 inches below finished floor elevation

KCF Site Development will submit an invoice for work completed by the 25th of every month. Payment to be made by the 10th of the following month. Payments not made in full by the 10th of each month, a finance charge of 1.5% will be added to the invoice amount.

February 20, 2023



5160 Tennyson Parkway #3000
Plano, TX 75024
469-925-0461 tel 214.461.6478 fax

Monday, February 20, 2023

Ivey's Construction, Inc.
4060 N Courtenay Pkwy
Merritt Island, FL 32953

Attention: Christian Dufresne
Project Engineer

Subject: **AVI relocation with additional lane at CT1**

Dear Mr. Dufresne,

Based on our recent discussions and the drawings you provided, TransCore has prepared the cost estimates for the subject project. Scope of work is delineated below and, on the matrix provided on the third page for this proposal. Proposed scope includes:

1. Relocation of George King Exit to Bus Lane Entry(existing equipment):
 - a. 1 Encompass 5 reader
 - b. 1 AA3152 antenna
 - c. Check tag module
 - d. Misc. hardware
 2. Bus Lane Entry (new equipment)
 - a. 1 AA3152 antenna
 - b. Check tag module
 - c. Misc. hardware
- Services: provide Construction planning support, design, project management, back panel assembly, mounting antennas, termination, lane tuning and testing of the AVI readers. Our proposal also includes efforts necessary to update and submit the revised FCC licenses for CPA Pricing includes 1-year warranty on TransCore manufactured parts, and depot-level labor.

In addition, please note that the following assumptions apply to our proposal

- 1) Pricing does not include any costs associated with security badging of employees for SIDA access while working at the Airport.
- 2) Pricing includes 1-year warranty on TransCore manufactured parts, and depot-level labor.
- 3) Pricing is exclusive of proposal, trade payment or performance bonds, and any provisions for liquidated damages.
- 4) AVI Frequency is compliant with FCC Standards and does not interfere with any frequencies used for air traffic control, navigation, aviation communications, or other airport based functions. TransCore shall provide all required data to submit FCC licenses; however the licenses must be submitted by SDCRAA.
- 5) Integration with GateKeeper CVMS software is not included.
- 6) Overhead structures and civil/electrical are not included.

February 20, 2023

Should you have any questions, please contact the undersigned at 972.342.1431 or your project manager, Mrs. Nicole Wollaston at (321) 223-1416.

Regards,
TransCore LP

A handwritten signature in black ink, appearing to read "Forrest M. Swonsen", with a horizontal line underneath.

Forrest M. Swonsen
Associate Vice President, Airport Systems and
Services

**CT1 AVI Relocation and adds
General Scope of Work (SOW):**

Item	TransCore	Others
Furnish E5 AVI readers/ accessories	x	
Equipment test/tune/commissioning	x	
Furnish cabinet with AVI components	x	
Install cabinet foundation		x
Install cabinet		x
Provide cabinet power		x
Furnish & Install UTA Antenna	x	
Furnish and install conduit		x
Provide communication to cabinet		x
Provide and install AVI overhead structure		x
Install AVI structure foundation		x
Furnish coaxial cabling	x	
Install coaxial cabling	x	
Connectorized coaxial cables	x	
Furnish coaxial connectors	x	
Traffic control		x
Bucket truck	X	
Bonding		x
Permits		x

February 20, 2023

PRICING PROPOSAL
CT1 AVI Relocation and Additional Entry Lane

AVI Hardware

- | | | |
|----|---|-------------|
| 1. | TransCore AVI Hardware & third party Components | \$11,497.00 |
| | <ul style="list-style-type: none">• 1 ea. AA3152 antennas and mounting hardware• 2 ea. Antenna MUX• 1 ea. Antenna check tag kits | |
| 2. | Third party components consist of:
connectors, terminal blocks, power supplies,
internal enclosure wiring, antenna mounting hardware
and misc. comm. Equipment | |

Labor:

- | | | |
|----|---|-------------|
| 1. | Non-Recurring Engineering - | \$14,351.00 |
| 2. | This item includes systems engineering, project management,
As-built drawings, on-site coordination with civil/electrical trades,
FCC frequency and licensing support | |
| 3. | Terminate, Test, Tune commissioning
This item includes enclosure panel build/assembly
travel time to jobsite, final termination of all AVI cabling, tuning of
all AVI lanes and lane demonstration/acceptance testing. | |

<u>Travel/Per Diem & ODC's</u>	\$6,787.00
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<u>Total:</u>	\$32,635.00
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CANAVERAL PORT AUTHORITY
CT1 Parking Lot Expansion
Ivey's Construction, Inc., PN-23-002
CHANGE ORDER # 1

Contract Total To Date **FROM:** \$98,500.00
JL : 1100-23033, PO: P-130291

Item 1 CT1 Parking Lot Expansion GMP **INCREASE:** \$3,839,037.00

NEW CONTRACT TOTAL: \$3,937,537.00

GENERAL: No changes other than those listed above are authorized. In WITNESS WHEREOF, the parties hereto set their hands and seals this 1st day of March, 2023.

Inclusion of the Change Order # 1

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

CANAVERAL PORT AUTHORITY

Ivey's Construction, Inc., PN-23-002

BY: _____
Kevin P. Markey, Chairman

BY: _____
Title: Rocky Johnson, Vice President

Attest: _____
Adm. Wayne Justice
Secretary/Treasurer

Attest: _____
Title: Liana Foster, Project Coordinator

Ivey's Construction, Inc.

4060 N. Courtenay Pkwy • Merritt Island, FL 32953 • CGC 038685 • (321) 453-3812 • FAX: 459-0398

February 24, 2023

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

Reference: Cruise Terminal 1 Parking Improvements

Subject: Guaranteed Maximum Price Proposal (GMP) Rev 1

Patrick:

Ivey's Construction, Inc. respectfully submits the following GMP for the Port Canaveral CT-1 West Parking Improvements, Roadway Widening and Signalization Modifications. This GMP price is in accordance with Ivey's Construction 2023 Management at Risk Services Landside for Continuing Construction Services Contract as a Design-Build Project.

This GMP is based on:

- VE Concept Sketch labeled "Flounder Street Concept Plan.pdf", 1 sheet, received via email on 2/23/2023, by Allen engineering, Inc.
- Drawing labeled "CT1 Parking Modifications – Drainage.pdf", 1 sheet, received via email on 2/10/2023, by Allen engineering, Inc.
- Drawing labeled "20230215 CT1 West Parking - GMP – Comms_flat.pdf", 1 sheet, received via email on 2/15/2023, by Premier Engineering group, LLC.
- Drawing labeled "230003- Site-Layout-Lighting to Ivey's.pdf", 1 sheet, received via email on 2/20/23, by TLC Engineering Solutions.

Total 10% Design Phase GMP (VE Option RCO).....\$3,839,037.00

Scope consists of:

- Civil, Communications, Electrical, and Structural Design.
- Site clearing for parking lot expansion.
- Demolition of concrete, asphalt, base, and curb.
- New Concrete sidewalk and curb.
- New base, tack, and asphalt. 2.5" thick asphalt for Flounder and 1.5" thick asphalt for parking lot and bus lanes.
- Mill existing asphalt in parking lot west of CT-1, to adjust elevation and blend with new parking lot.
- Furnish and install new 18", 24", and 30" RCP.
- Furnish and install new Inlets. Twelve (12) total.
- Asphalt / concrete cutting and patching for conduit pathways.

(Scope description continued)

- Furnish and install new 50' concrete pole four (4) total.
- Relocate existing site lighting poles. Eleven (11) total.
- Relocate existing comm, camera, and tolling handholes. Eight (8) total.
- Pathways, power, and circuitry to equipment stations, gantry, and light poles.
- Low voltage, switches, and NEMA enclosures.
- Removal of existing single lane tolling structure.
- Relocate one (1) existing Transcore reader and install one (1) new Transcore reader for a total of two (2) at the new 2-laned bus entry.
- Furnish and install new gantry to accommodate 2-laned bus entry.

Exclusions:

- FLASH System furnish and/or install cost.
- Furnish and/or installation of Bollards.
- Management and/or general requirements for FLASH while they install their new PARCS system.
- Furnish or installation of camera poles and/or cameras (by FLASH).
- Any structure used for mounting PARCS equipment.
- Removal, disposal, or replacement of unsuitable materials if found.
- Abatement or removal of any unforeseen hazardous material if found.
- Premium time / holiday time.

Notes:

- Fill assumed to be imported from the site West of Flounder.
- 200' extension on George King Blvd is by others.
- Traffic signalization is deferred to a later date, and not included in the VE option.
- The widening of flounder is significantly reduced.
- Reference the attached conceptual sketch by Mike Allen.

VE Option: In an effort to reduce the immediate cost of this project, while implementing the additional parking as soon as possible, Ivey's suggests this VE option. This option offers functionality in added parking, but defers signalization modifications, as well as the widening of the southern portion of Flounder. Those modifications may be performed at a later date with minimal impact to operations.

This pricing is valid for a period of 30 calendar days.

Thank you,
IVEY'S CONSTRUCTION, INC.



Christian Dufresne
Estimator



Cruise Terminal 1 West Parking Expansion- VE Option
GMP-Rev 1

Date: February 24, 2023

Line	Div	Activity/Scope	Breakdown		Division Totals
1	01	General Requirements			\$246,008
2			Rate	Hours	
3		Supervisor	\$55.69	320	\$17,821
4		Area Supervisor	\$55.69	400	\$22,276
5		Project Engineer	\$51.73	400	\$20,692
6		Project Manager	\$114.69	266	\$30,508
7		Project Administrator	\$35.30	120	\$4,236
8		Construction Trailer			\$2,500
9		Electrical Hook-Up for Construction Trailer			\$0
10		Temporary Protection			\$7,500
11		MOT Allowance			\$30,000
12		Temp Fence and Barricades			\$15,000
13		Drinking Water			\$250
14		Safety			\$1,000
15		Cell Phone and Internet			\$700
16		Dumpster and Fees			\$2,000
17		Concrete Washout			\$4,500
18		Temporary Toilets and Hand Washes			\$3,150
19		Progress Cleaning and Maintenance			\$12,000
20		Fuel for Company Vehicles			\$5,200
21		Drawing Reproductions			\$1,500
22		Permit Cost			By Owner
23		Procore Management			\$5,200
24		Builders Risk Insurance			\$18,000
25		Insurance (Gen Liability, Excess)			\$15,976
26		Small Tools & Supplies			\$4,000
27		Material Testing			\$12,000
28		Survey and Layout			\$10,000
29	00	Design			\$121,250
30		Electrical and Structural			\$27,000
31		Communication			\$19,250
32		Civil			\$75,000
33	03	Concrete			\$15,000
34		Concrete Sidewalk and Curb			Inc. In Line 46
35		Concrete Foundations			Inc. In Line 38
36		Misc Cut and Patch Allowance - Concrete			\$15,000
37	10	Specialties			\$60,000
38		Commercial Tolling Gantry			\$60,000
39	26	Electrical			\$801,157
40		Circuitry, Pathways, Light Poles, and Fixtures			\$791,557
41		Subcontractors Bond			\$9,600
42	27	Communications			\$448,843
43		Low Voltage, Switches, and NEMAs			\$440,042
44		Subcontractors Bond			\$8,801
45	32	Exterior Improvements			\$1,337,779
46		Parking Lot Expansion and Flounder Widening			\$1,303,445
47		Subcontractors Bond			\$19,334
48		Misc Cut and Patch Allowance - Asphalt			\$15,000
49	34	Transportation			\$41,635
50		Transcore			\$32,635
51		Systems Testing Allowance			\$9,000
52		Traffic Signilization			\$0
53		Column Subtotals			\$3,071,672
54		Overhead		10%	\$307,167
55		Subtotal			\$3,378,839
56		Fee		5%	\$168,942
57		Subtotal			\$3,547,781
58		Contractors DB Contingency		8%	\$245,734
59		Subtotal			\$3,793,515
60		DB Bond		1.2%	\$45,522
61		Cruise Terminal 1 Expansion, 10% Design Phase GMP			\$3,839,037

ALLEN ENGINEERING, INC.

CIVIL ENGINEERS • SURVEYORS

106 Dixie Lane • Cocoa Beach, FL 32931 • Tel: 321-783-7443 • Fax: 321-783-5902 • www.AllenEng.net

Mr. Rocky Johnson
Ivey's Construction, Inc.
4060 N. Courtenay Parkway
Merritt Island, FL 32953

February 22, 2023

Re: CT1 West Parking Lots, Roadways and Signalization – Engineering and Surveying Services

Dear Mr. Johnson:

Thank you for the opportunity to offer this proposal to provide the following services required on the above referenced project for the listed fees.

Project:

The project shall consist of civil engineering and surveying services related to the design-build construction for the CT1 West Parking Lots, Roadways, and Signalization in Port Canaveral, Florida.

ENGINEERING/SURVEYING SERVICES \$75,000.00

1. We will update the topographic survey that Allen Engineering, Inc. has on file of the proposed project areas. The survey update will be in compliance with Minimum Standards of Practice as set forth in Chapter 5J-17 F.A.C., pursuant to Chapter 472-027 F.S., including the above indicators of underground utilities, sufficient for the design and permitting of the proposed improvements.
2. We will prepare the following:
 - a. A horizontal control plan based on a site plan provided by the Client.
 - b. A signage and striping plan.
 - c. An erosion and sediment control plan.
 - d. Paving/Drainage/Stormwater Management construction drawings, details, and specifications, including stormwater computations in accordance with the Canaveral Port Authority's (CPA) requirements.
 - e. Water distribution system construction drawings, details, and specifications, for the relocation of the water lines in accordance with the City of Cocoa Utilities Department and the CPA's requirements, if required.
 - f. Wastewater collection system construction drawings, details, and specifications for the relocation of the wastewater collection system in accordance with the City of Cape Canaveral and the CPA's requirements, if required.
3. The plans, specifications and applications will be submitted to the necessary regulatory agencies. The regulatory agencies shall include the CPA, the City of Cocoa

Re: CT1 West Parking Lots – Engineering and Surveying Services

(water), and the Florida Department of Environmental Protection (stormwater). We will make required plan modifications and respond to comments generated by the regulatory agencies. We will also attend applicable agency meetings to ensure timely project progress. We will act on behalf of the owner's/developer's best interest as they relate to site improvements.

- 4. We will also perform the following construction services:
 - a. Attend pre-construction conferences and approve shop drawings.
 - b. Make site visits to check progress of work to ensure substantial compliance with the plans and specifications.
 - c. Provide a final inspection and Certification at the completion of the project.

TRAFFIC SIGNALIZATION DESIGN \$55,000.00

Through coordination with Traffic Planning and Design (TPD), we will provide a traffic signal design at the intersection of George King Boulevard and Flounder Street in accordance with the requirements of Brevard County.

We have prepared this proposal based on the following assumptions and conditions:

- A. Any application fees, soil testing fees, printing fees, or express mail charges are a direct expense to the client and are not a part of this proposal.
- B. Unforeseen conditions will be brought to the attention of the client and a change order will be prepared prior to the continuation of work by AEI.
- C. Submittal to reviewing agencies does not guarantee permit issuance.
- D. Fee does not include environmental permitting related to wetland, surface water impacts, or endangered species.
- E. Fee does not include a traffic impact study or an environmental impact study.
- F. Fee does not include landscape and/or irrigation design.
- G. An approved site plan shall be provided by the client in autocad format.
- H. All construction drawings will be prepared in AutoCAD format (2018 or later).
- I. Areas on site will be accessible, construction equipment obstructions at a minimum, and crews will be able to move about freely to complete work in a reasonable manner.
- J. Any items not listed above will be done on an hourly basis or previously determined lump sum.

Any additional work that is required over and above the items previously listed, it will be done on an hourly basis at the following listed rates. These rates will be good for one (1) year from the proposal date.

Engineering Principal	\$175.00 per hour
Registered Surveyor	150.00 per hour
Project Manager	160.00 per hour
Survey Crew	160.00 per hour
Project Engineer	130.00 per hour

Re: CT1 West Parking Lots – Engineering and Surveying Services

Design Engineer	110.00 per hour
Survey Technician	110.00 per hour
CAD Specialist	95.00 per hour
Administrative Technician	75.00 per hour

Terms and Conditions:

Access to Site: Unless otherwise stated, Allen Engineering, Inc. (AEI) will have access to the site for activities for the performance of the services. AEI will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Defects in Service: The Client shall promptly report to AEI any defects or suspected defects in AEI's services of which the Client becomes aware, so that AEI may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontractors at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Client's contractors or subcontractors to notify AEI shall relieve AEI of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Dispute Resolution: Any claims made during surveying between the Client and AEI shall be submitted to non-binding mediation. The client and AEI agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billing / Payments: Invoices for AEI's services shall be submitted, at AEI's option, either upon completion of such services or on a monthly basis based on the number of hours spent on the project at the listed rates. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, AEI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late payments: Accounts unpaid 30 days after the invoice may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless AEI, his or her officers, directors, employees, agency and sub-consultants, from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement,

Mr. Rocky Johnson
Ivey's Construction, Inc.

February 22, 2023

Re: CT1 West Parking Lots – Engineering and Surveying Services

excepting only those damages, liabilities or costs attributable to the negligent acts, errors or omissions, or willful misconduct of AEI.

Certifications, Guarantees and Warranties: AEI shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence AEI cannot ascertain. The Client also agrees not to make resolution of any dispute with AEI or payment of any amount due to AEI in any way contingent upon AEI's signing any such certification.

Limitation of Liability: In recognition of the relative tasks, rewards and benefits of the project to both the Client and AEI, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, AEI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$50,000.00 or contract amount, whichever is less. Such causes include, but are not limited to, AEI's negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.

Termination of Services: This agreement may be terminated at any time by AEI or the Client should the other party fail to perform its obligations hereunder. In the event of termination, the Client shall pay AEI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents: All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by AEI as instruments of service shall remain the property of AEI. AEI shall retain all common law, statutory and other reserved rights, including, without limitations, the copyrights thereto.

If the above offer meets with your approval, please return a notice to proceed and a purchase order for our files. We appreciate the opportunity to submit this proposal for your project. If you have any questions, please feel free to contact me.

Very truly yours,



Michael S. Allen, P.E.
Allen Engineering, Inc.

OFFER ACCEPTED: _____

DATE: _____



February 22, 2023

Christian Dufresne, Project Engineer
Ivey's Construction, Inc.
060 N Courtenay Pkwy
Merritt Island, FL 32953

Subject: Professional Engineering Services Proposal
CPA Cruise Terminal 1 West Parking Expansion – CCTV, Security and Low Voltage Design
Telecommunications Design Services

Mr. Dufresne,

Our scope of work for telecommunications design for **the CPA Cruise Terminal 1 West Parking Expansion – CCTV, Security and Low Voltage Design** project includes *completing the structured cabling infrastructure* for telecommunications, new NEMA enclosure(s), new fiber optic backbone cables between the new NEMA enclosure(s), commercial tolling infrastructure, parking system data infrastructure, backbone tie-in locations and cameras. Low voltage design will include communications back to CT1, overall CCTV cabling and infrastructure and low voltage infrastructure for parking systems. For the cameras, this will include both the overall layout and related 2D and 3D coverage views. We will show all related components on our drawings including all enclosures, conduits, cabling and grounding. We will coordinate enclosures, space layouts and technology related requirements with the electrical engineer and Port staff.

Our fees are as follows:

Telecommunications & CCTV Design for CT1 Far West Lot :	\$	19,250
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These fees include all drawings, specifications and all necessary calculations to support the design. The fee also includes construction administrative services to include shop drawing review, conference calls, coordination with contractors during bidding and construction and two on-site field inspection for punch lists. The systems will be designed in accordance with the Florida Building Codes and all other applicable codes and standards.

If additional services are needed, such as construction administration or additional site visits, we expect to be compensated on an hourly fee, based on our standard hourly rates. Any additional travel required for inspections or on-site meetings will be billed separately as additional services using the Port Canaveral Contractor Travel reimbursement procedures. *This fee is based on the professional liability coverage of \$2,000,000 that we currently maintain. If additional insurance coverage is required beyond this amount, additional services will be required to cover the policy cost increase.*

Thank you, we look forward to working with you and the entire project team.

Best Regards,

A handwritten signature in blue ink, appearing to be "J. Oksanen", written over a light blue circular stamp or watermark.

PREMIER ENGINEERING GROUP, LLC
Jeremy J. Oksanen, RCDD
Member, LLC



February 9, 2023
Revised February 17, 2023

Mr. Rocky Johnson, LEED AP BD+C
Vice President
Ivey's Construction, Inc.
4060 N Courtenay Pkwy
Merritt Island, FL 32953
321-403-3071
Rjohnson@iveycon.org

**Re: CPA CT1 Parking Expansions Lighting Design Revision 1
Professional Engineering Services Proposal**

Dear Rocky:

TLC Engineering Solutions, Inc. (TLC) is pleased to submit the following **revised** proposal to provide engineering services for the above referenced project. We appreciate your consideration and look forward to working with you and your design team on this project.

PROJECT SCOPE

We understand the project is to consist of reconfiguring and expanding the parking lot immediately to the east of the CT1 parking garage and expansion of the parking lot to the south of the CT1 parking garage. The project is located at Port Canaveral, Florida. TLC's proposal is based on information provided in the kickoff meeting on February 3, 2023 and information gathered during the GMP support period thru February 23, 2023.

BASIC SCOPE OF SERVICES

Basic Scope of Services shall be as outlined in AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant, Article 3. TLC shall provide professional engineering and design services for:

- a. Electrical Engineering including empty conduits and boxes for voice/data, cable TV, access control and, CCTV
- b. Structural Engineering (limited to a new design for a two-lane tolling gantry & associated foundation based on a previous design)

TLC anticipates submittals at the following design stages:

- 75% Construction Documents
- 100% Construction Documents

All submittals are anticipated to be electronic. Reproduction shall be performed by **Ivey's Construction, Inc** or compensated as a reimbursable expense.

One (1) design review or coordination meetings are included in TLC's proposed work scope.

Light fixture poles are proposed to be direct buried concrete poles, structural engineering signed/sealed shop drawings shall be provided by the Contractor. Structural engineering for light pole bases is not included.

Power for parking gates/"FLASH" system is not included in this proposal as there is a separate P.O. for this effort.

Low voltage cabling and CCTV cameras are by others, TLC will coordinate empty conduit.

Traffic signal modifications are by others and excluded from TLC scope.

Power for electric vehicle chargers is excluded from TLC scope.

Design services include preparation of the Facility Light Management Plan with the Construction Documents for permitting.

We understand that this is a Design Build Contract in partnership with **Ivey's Construction, Inc.** Due to potential for unforeseen circumstances, it must be recognized that design modifications may occur during the design and construction process which may result in increases or decreases in actual construction cost, and that it is impossible to foresee or anticipate every design issue until the design work is completed. Therefore, it is an important that a reasonable allowance or contingency be included in the bid to accommodate any changes in design as developed for this proposal.

PROPOSED CONSTRUCTION PHASE SERVICES

Construction Phase Services provided for this project shall include:

1. Response to bidder questions.
2. Response to local permitting officials' comments.
3. Response to Contractor's Request for Information (RFI) during the construction period.
4. A total of two (2) site visits, to become generally familiar with the progress and quality of the construction work in order to determine if the work is being performed in general accordance with the construction documents. Substantial completion and final inspection, if requested, would each constitute a site visit.

INFORMATION TO BE FURNISHED BY THE CLIENT

In addition to Architects' Responsibilities defined in AIA Document C401 – 2017 Edition – Standard Form of Agreement Between Architect and Consultant, Article 5, specific information and material that impacts the design shall be provided to TLC as shown in Attachment A.

ADDITIONAL SERVICES

Additional services, when requested in writing by **Ivey's Construction, Inc.**, shall be performed at TLC's standard hourly rates. Additional Services are as defined in AIA Document B101 – 2017 Edition – Abbreviated Standard Form of Agreement Between Owner and Architect, Article 4. Additional Services also include those items shown in Attachment B. TLC shall submit the estimated additional services cost for approval and authorization prior to proceeding with a design.

Mr. Rocky Johnson
February 9, 2023
Revised February 17, 2023
Page 3

FEE

We propose to provide the above-described basic scope of services for a lump sum fee based on the following schedule:

Design: \$21,200.00
Construction Administration: \$ 5,800.00

Fees are inclusive of conventional reimbursable expenses. Conventional reimbursable expenses include routine travel, express mail, photography, and plotting for coordination and submittals as noted above. Nonconventional expenses including unanticipated travel or reproduction expenses to be reimbursable at 1.1 times direct cost.

Billing will be monthly, based upon percentage of services completed and reimbursable expenses. Payment is due within fifteen (15) days of receipt of payment from client.


If our proposal is acceptable, your signature below will confirm TLC's authorization to proceed. Retain one copy and return one copy to TLC at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received by your firm from the client. Alternatively, we can enter into a contract agreement using AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant.

We look forward to your favorable selection of TLC and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments.

Sincerely,

TLC Engineering Solutions, Inc.


John W. Riner, PE, LC, LEED AP BD+C
Principal / Senior Electrical Engineer


Gary C. Krueger, PE, CM, LEED AP BD+C
Vice President / Executive Director

Ivey's Construction, Inc.

Print Name and Title

Date: _____

Attachments

ATTACHMENT A

INFORMATION TO BE FURNISHED BY THE CLIENT Professional Engineering Services Proposal

1. Copy of Owner-Client Agreement.
2. Updated, CAD-generated pre-bordered base sheets, site plans, life safety plans, elevations, building sections, reflected ceiling plans and architectural floor plan backgrounds, complete with room names, numbers and rated or special wall construction, will be provided by the Architect during the course of the design (TLC standard is REVIT).
3. Civil, site drawings and surveys, indicating all underground mechanical, plumbing and electrical site utilities, which may affect design.
4. Catalog cut sheets for Owner-furnished equipment and equipment requiring mechanical, plumbing or electrical connections. Cut sheets shall indicate all utility connection requirements, utility consumption and heat rejection, including information on any system with special clearance requirements.
5. Geotechnical report of subsurface soils conditions with recommendations for foundations and site preparation.
6. Reliable existing construction design drawings. Extensive field verification of existing systems is not anticipated or included in proposed work scope.
7. Access control and CCTV device location will be provided by Architect.

ATTACHMENT B

ADDITIONAL SERVICES

Professional Engineering Services Proposal

1. AIA Document B101-2017 Edition – Standard Form of Agreement Between Owner and Architect, Article 3 and AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant, Article 5.
2. Construction site visits or attendance at design review meetings, as requested by the Owner or Architect, in excess of site visits per discipline as defined in our proposal.
3. Material testing or installation quality inspection services including (but not limited to) concrete, reinforcing steel, welds, connections, torsion or tension verification of bolts, decking or masonry systems. Certification of construction or inspection services to appease special requirements of the local building department, are not included in TLC's scope of services.
4. Value Engineering meetings and subsequent engineering or design revisions to incorporate extensive accepted value engineering items, including changes to system design after construction documents have been completed.
5. Significant revisions to the program, design philosophy or Architectural plans after 75% Construction Documents approval, or to systems selected following schematic phase, and which result in redesign expenses.
6. Extensive phasing of project including development of multiple permitting packages.
7. Electrical Circuit Breaker Coordination Study.
8. Design of emergency power or generator systems.
9. Preparation of life cycle cost analysis.
10. Civil engineering, landscape design, and irrigation design services.
11. Document reproduction beyond those required for in-house coordination and submittals as outlined above.
12. Electrical system Commissioning or FBC C408 Commissioning.
13. Design of currently unidentified specialty electrical systems, including but not limited to: low voltage systems, specialty lighting, CCTV security, audio/visual, video conference system, commercial and retail tenant's point of sale, telephone/data/video, paging/PA system and security, alarm/access control systems. (Design of empty conduit systems is included).
14. Development of "as-built" or record drawings.
15. Detailed cost estimating services.
16. Design services to accommodate sustainable rating systems (LEED, Green Globes, etc.)
17. Traffic signalization modifications.
18. Design of Distributed Antenna System (DAS) or In-building Public Safety Radio Enhancement Systems.

CHROME ELECTRIC, LLC.

500 S. PARK AVE. TITUSVILLE, FL 32796
PH (321) 267-0990 FAX (321) 267-3253
Email: smackey@chromeelec.com

Budget PROPOSAL:

CT-1 Southside Parking Modifications Ivey's Scope Port Canaveral, FL

TO: Ivey's Construction
ATTN: Christian Dufresne

DESCRIPTION: Provide labor and materials for a complete electrical installation as described by the project plans. Consisting of but not limited to the following:

- Provide & install DSX2 Lithonia site lighting with motion sensors as shown.
- Provide and install 4-50' new concrete poles with 10' burial depth.
- Provide & install N4X panel, xfmr and disconnect for 120v power.
- Provide & install lighting circuits to existing contactor in CT-1.
- Provide grounding and air terminals for pole as shown.
- Provide empty conduit from panel HA13 to Canaveral site as shown.
- Relocate 10-existing site lighting poles as shown.
- Relocate 1-pole near the 55' extension.
- Demo 2- decorative poles in the bus lane.
- Replace 4 existing LPS fixtures with 2-led's each as shown.
- Relocate existing commercial tolling equipment as shown.
- Demo existing parking system as shown.
- Relocate 5 existing primary port loop fiber communication handholes as shown.
- Relocate 3 existing camera/tolling handhole as shown.
- Provide & install power for commercial tolling system as show.
- Provide & install data/comm for commercial tolling system.
- Provide & install power for pay on exit station & gate arm as shown.
- Provide & install data/comm for pay on exit station & gate arm as shown.
- Provide & install camera system as shown.
- Provide & install communication system as shown.
- Provide & install fiber enclosures for cameras, parking and commercial tolling system as shown.
- Provide & install stainless steel banding supports for conduit on pole as shown.
- Install Schedule 80 PVC Conduit underground for comm work.
- Install PVC coated rigid conduit stub to enclosures as shown.
- Provide temporary power to 1 construction trailer within 100' of power source.
- Testing & test reports required.
- Trench & backfill.
- We assume this proposal in its entirety will be made an exhibit to the contract.
- No overtime, premium time, swing shift or weekend work included.

THE EQUAL EMPLOYMENT OPPORTUNITY CLAUSES IN SEC. 202, PARA 1 - 7 OF EXECUTIVE ORDER 11246 AS AMENDED, & THE CLAUSES IN SEC. 503/41CFR60-250.4 AND 40241CRF60-741.4, RELATIVE TO EQUAL OPPORTUNITY AND THE IMPLEMENTING OF THE RULES AND REGULATIONS OF THE OFFICE OF THE FEDERAL CONTRACT COMPLIANCE ARE INCORPORATED HEREIN BY SPECIFIC REFERENCE.

EXCLUSIONS: Bond, permits, MOT, surveys for electrical utilities, vehicle loop detection scope, any Flash equipment/cameras/devices/wire, Flash poles/pole bases, bollards around light poles located in parking lot, sod, relocation of traffic arm/signal work, saw cutting and patching asphalt/concrete, dewatering, arc flash coordination study, painting and patching.

CLARIFICATION: Per pole detail it is our assumption that Ivey's will provide bollards around the light pole in the parking lot. We are not pouring a concrete base around the poles as shown in the detail. Note states bollard are acceptable.

Price includes payroll tax, insurance and required documentation.

TOTAL BASE BID: \$1,216,900.00

Option to Change 4-LPS fixture to LED: \$23,500.00

Bond Adder for Chrome: \$9,600.00

Chrome Electric, LLC.

Shaun Mackey

Estimator

Date: 2/23/2023
(Price firm for 30 days)

February 22nd, 2023

Geoff Cone, Vice President
Chrome Electric, Inc.
500 South Park Avenue
Titusville, Florida 32796



LWJM2023-055

RE: Proposal Summary for CPA-FLASH Parking System Upgrades 30% Drawings CT-1

Geoff,

Morse Communications, Inc. is happy to provide you quotes for Four Hundred Forty Eight Thousand Eight Hundred Forty Two Dollars and Fifty Four Cents for the scope of work & material supporting CPA-FLASH Parking System Upgrades. Below is a breakout by location and category.

Option #	Location Name	Morse Cost Break out by Category	Morse Quote Amt
1	Cruise Terminal #1 West Expansion Spaces	Low Voltage, Switches, & NEMA's: \$ 303,678.87	\$ 303,678.87
2	Cruise Terminal #1 West Expansion Entry	Low Voltage, Switches, & NEMA's: \$ 68,657.10	\$ 68,657.10
3	Creuse Terminal #1 West Expansion Exit	Low Voltage, Switches, & NEMA's: \$ 67,705.74	\$ 67,705.74
4	Payment & Performance Bond	\$ 8,800.83	\$ 8,800.83
Grand Total All Locations:			\$ 448,842.54

Thanks,

Jason Bowman. PM.
jbowman@morsecom.com
www.morsecom.com
Cell 321-243-9918





RE: Cruise Terminal #1 West Expansion Spaces 1 30% Design

<u>Option</u>	<u>System</u>	<u>Excludes</u>	<u>Provided By</u>		<u>Total Cost</u>
#1	Low Voltage & LPR Camera's	Switch Configuration/Transcore	Morse	\$	303,678.87

Scope of Work

- A) Extend existing 48 strand to CT1 CER room via new & existing ducts.
- B) Install new 96 Strand SM Fiber to Flounder Rd to Ct1 CER room via new & existing ducts.
- C) Break out new 96 cable to cover CT1 Parking Areas.
- D) Install new Splice enclosures & Trays in new Comms Handholes.
- E) Future Fiber will be left Dark in preparation for install in closest handhole.
- F) Protect new & existing communications pathways for re-use.
- G) Conduit pathways by others Coordination with nearby work will be required.
- H) Provide new (4) NEMA's for Camera Poles.
- I) Provide new Cabling, Conduit, boxes & Seal tight for 12 Camera Poles.
- J) Provide & install (16) New Axis Cameras & Mounts.
- J) Provide & install (4) Replacement Cameras & Mounts.
- K) Provide all associated hardware inside NEMA's to meet CPA standards.
- L) Provide Spare Switches, SFP, Power supplies & Cords for each NEMA.
- M) Provide Spare Cameras as per CPA standards.
- O) Final Camera Mounting and view settings to be coordinated with CPA.
- P) Power & underground Conduits will be provided by others.
- Q) Coordination will be required for Primary Fiber Loop pull back.
- R) Work will need to take place to minimize impact of effected services.
- S) Primary Loop Fiber will need to be cut & extended once new HH is in place.
- T) Power & underground Conduits will be provided by others.
- U) Work may need to take place out of normal hours.

Material List

<u>Quantity</u>	<u>Description</u>	<u>Manufacturer</u>		<u>Unit Cost</u>		<u>Total Cost</u>
12	Duct Seal 3 Pounds	3M	\$	19.90	\$	238.80
15	Finger-Duct	Panduit	\$	29.00	\$	435.00
150	#8 Ground-Wire #8 AWG	General	\$	0.74	\$	111.00
4	Bus-Bar Kit	General	\$	188.00	\$	752.00
4	NEMA SS 36" x 30"	Hoffman	\$	2,493.75	\$	9,975.00
4	NEMA SS 36" x 30" Back-Plate	Hoffman	\$	262.88	\$	1,051.52
4	Schlage Lock & Hasp Set	Schlage	\$	146.00	\$	584.00
8	Din Rail	Phoenix	\$	8.70	\$	69.60
16	Edco Surge Protector	EDCO	\$	72.91	\$	1,166.56
4	Edco Surge Protector HSP12BT-1	EDCO	\$	136.78	\$	547.12
4	Belden 12 Port Patch Panel Loaded	Belden	\$	255.00	\$	1,020.00
4	NEMA 4X Mounting	Fastenal	\$	225.00	\$	900.00
4	8 Port ISW Switches	Extreme	\$	2,106.26	\$	8,425.04
4	8 Port ISW Switches 5 AHR Warranty	Extreme	\$	990.00	\$	3,960.00
8	16804 Power Supplies	Extreme	\$	552.51	\$	4,420.08
8	High Temp SFP's	Extreme	\$	381.17	\$	3,049.36
8	Power Cords	Extreme	\$	27.00	\$	216.00
8	Power Pig Tail	Extreme	\$	11.00	\$	88.00
4	8 Port ISW Switches (Spare)	Extreme	\$	2,106.26	\$	8,425.04
4	8 Port ISW Switches 5 AHR Warranty (Spare)	Extreme	\$	990.00	\$	3,960.00
4	16804 Power Supplies (Spare)	Extreme	\$	552.51	\$	2,210.04
4	High Temp SFP's (Spare)	Extreme	\$	381.17	\$	1,524.68
4	Power Cords (Spare)	Extreme	\$	27.00	\$	108.00
4	Power Pig Tail (Spare)	Extreme	\$	11.00	\$	44.00
1,000	Cat 6 OSP Cable	Belden	\$	0.56	\$	560.00
2	Bucket of Pull String	Greenlee	\$	64.00	\$	128.00
48	Cat 6 Jack's (Panel)	Belden	\$	9.91	\$	475.68
16	Cat 6 Jack's (Station)	Belden	\$	10.91	\$	174.56
16	Cat 6a Patch Cable 3 foot Station Surge	Belden	\$	5.99	\$	95.84
16	Cat 6a Patch Cable 5 foot Station to Device	Belden	\$	8.66	\$	138.56

16	Cat 6a Patch Cable 7 foot Communication	Belden	\$	10.12	\$	161.92
200	Patch Cord Flags	Panduit	\$	0.30	\$	60.00
16	Biscuit Boxes 1 Port White	Belden	\$	3.68	\$	58.88
5	Roll of 3M Double Stick	3M	\$	7.91	\$	39.55
4	Misc. SS Mounting Hardware (Interior)	Morse/Fastenal	\$	21.00	\$	84.00
5	Roll of Velcro CMR Black 3/4"	VC USA	\$	24.21	\$	121.05
3	Roll of Laser Label's	Ryno	\$	12.00	\$	36.00
4	Patch Panel Label's	Fire House Label's	\$	9.00	\$	36.00
1	Control Wire 18/10 Gate Arms	Belden	\$	199.00	\$	199.00
1	Roll of Mule Tape	Neptco	\$	212.00	\$	212.00
5	Roll's of Electrical Tape	3M	\$	3.00	\$	15.00
5	Roll of Black Zip Ties	Panduit	\$	13.00	\$	65.00
12	SS Unistrut & Endcaps	Graybar	\$	168.99	\$	2,027.88
4	SS 3/8 All Thread	Graybar	\$	57.89	\$	231.56
5	SS Fixings	Graybar	\$	150.00	\$	750.00
1	As-Builds & Test Results	Morse T.E	\$	175.00	\$	175.00
2	Scissor Lift Rental Per Month	Morse / UR	\$	1,869.00	\$	3,738.00
16	Bird Spike Kits	Axis	\$	48.97	\$	783.52
16	Seal Tight Kit's	Graybar	\$	23.45	\$	375.20
5	Axis Q3538-LVE 8MP Camera (Spare)	Axis	\$	1,657.76	\$	8,288.80
5	T91H61 Wall Mount (Spare)	Axis	\$	222.00	\$	1,110.00
5	T91B47 Pole Mount (Spare)	Axis	\$	83.00	\$	415.00
20	Axis Q3538-LVE 8MP Camera	Axis	\$	1,657.76	\$	33,155.20
20	T91H61 Wall Mount	Axis	\$	222.00	\$	4,440.00
20	T91B47 Pole Mount	Axis	\$	83.00	\$	1,660.00
20	Banding, Mounting Hardware	Graybar	\$	150.00	\$	3,000.00
3,500	96 Strand SM Fiber	Corning	\$	2.35	\$	8,225.00
12	SPH01 Breakout Box	Corning	\$	78.91	\$	946.92
12	6 Strand SM LC Splice Cassette (NEMA)	Corning	\$	467.89	\$	5,614.68
6	24 Strand LC Splice Cassette (CEC)	Corning	\$	581.98	\$	3,491.88
4	2U Fiber Enclosure	Corning	\$	321.99	\$	1,287.96
12	Splice Dome Enclosure, Trays & Fittings	CommScope	\$	587.89	\$	7,054.68
2,000	24 Strand SM Fiber	Corning	\$	1.24	\$	2,480.00
40	Sch 80 1 1/4" PVC Conduit	Graybar	\$	8.49	\$	339.60
12	8x8x8 PVC Weatherproof box	IPEX	\$	28.98	\$	347.76
12	Seal Tight to PVC Kit	Graybar	\$	21.49	\$	257.88
200	SS Mini Strap	Graybar	\$	6.96	\$	1,392.00
	Material Cost:				\$	147,530.40
	Labor Cost:				\$	119,153.00
	Subtotal:				\$	266,683.40
	Profit, Over-Head & Mark Up 10%:				\$	26,668.34
	Material Tax 7%:				\$	10,327.13
	Total Cost:				\$	303,678.87

Thank you,

Jason Bowman. PM.
jbowman@morsecom.com
www.morsecom.com
 Cell 321-243-9918





RE: Cruise Terminal #1 West Expansion Entry 30% Design

<u>Option</u>	<u>System</u>	<u>Excludes</u>	<u>Provided By</u>		<u>Total Cost</u>
#2	Low Voltage & LPR Camera's	Switch Configuration/Transcore	Morse	\$	68,657.10

Scope of Work

- A) Remove existing Pay station Comms equipment & turn over to owner.
- B) Remove existing Pay station Cameras & turn over to owner.
- C) Demolish existing pay station communications cable back to source.
- D) Protect existing communications pathways for re-use.
- E) Provide new Cabling for Two (2) Smart Kiosks to Garage Communications Room.
- F) Provide new Cabling for Two (2) Barrier Gates to Smart Station Kiosks.
- G) Provide new Cabling for Two (2) LPR Cameras to Garage Communications Room.
- H) Provide new Cabling for (1) CPA Camera to Garage Communications Room.
- I) Provide new 48x36 White NEMA for Transcore Built out to Specs on Sheet T-20.03.
- J) All Testing & Labeling to latest CPA Standards.
- K) All LPR Cameras & Poles provided & installed by others.
- L) Provide new 48x36 White NEMA for Transcore Built out to Specs on Sheet T-20.03.
- M) Provide new Cabling from Transcore NEMA to Existing NEMA.
- N) All Testing & Labeling to latest CPA Standards.

Material List

<u>Quantity</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Unit Cost</u>		<u>Total Cost</u>
4	Duct Seal 3 Pounds	3M	\$ 19.90	\$	79.60
4	Finger-Duct	Panduit	\$ 29.00	\$	116.00
150	#8 Ground-Wire #8 AWG	General	\$ 0.74	\$	111.00
2	Bus-Bar Kit	General	\$ 188.00	\$	376.00
1	NEMA SS 48" x 36"	Hoffman	\$ 3,294.60	\$	3,294.60
1	NEMA SS 48" x 36" Back-Plate	Hoffman	\$ 471.71	\$	471.71
2	Schlage Lock & Hasp Set	Schlage	\$ 146.00	\$	292.00
6	Din Rail	Phoenix	\$ 8.70	\$	52.20
2	Edco Surge Protector	EDCO	\$ 72.91	\$	145.82
2	Edco Surge Protector HSP12BT-1	EDCO	\$ 136.78	\$	273.56
1	Belden 12 Port Patch Panel Loaded	Belden	\$ 255.00	\$	255.00
1	NEMA SS 36" x 30"	Hoffman	\$ 2,493.75	\$	2,493.75
1	NEMA SS 36" x 30" Back-Plate	Hoffman	\$ 262.88	\$	262.88
2	NEMA 4X Mounting	Fastenal	\$ 225.00	\$	450.00
2	8 Port ISW Switches	Extreme	\$ 2,106.26	\$	4,212.52
2	8 Port ISW Switches 5 AHR Warranty	Extreme	\$ 990.00	\$	1,980.00
4	16804 Power Supplies	Extreme	\$ 552.51	\$	2,210.04
4	High Temp SFP's	Extreme	\$ 381.17	\$	1,524.68
4	Power Cords	Extreme	\$ 27.00	\$	108.00
4	Power Pig Tail	Extreme	\$ 11.00	\$	44.00
2	8 Port ISW Switches (Spare)	Extreme	\$ 2,106.26	\$	4,212.52
2	8 Port ISW Switches 5 AHR Warranty (Spare)	Extreme	\$ 990.00	\$	1,980.00
4	16804 Power Supplies (Spare)	Extreme	\$ 552.51	\$	2,210.04
4	High Temp SFP's (Spare)	Extreme	\$ 381.17	\$	1,524.68
4	Power Cords (Spare)	Extreme	\$ 27.00	\$	108.00
4	Power Pig Tail (Spare)	Extreme	\$ 11.00	\$	44.00
2,000	Cat 6 OSP Cable	Belden	\$ 0.56	\$	1,120.00
1	Bucket of Pull String	Greenlee	\$ 64.00	\$	64.00
1	12 Port Patch Panel	Belden	\$ 78.00	\$	78.00
24	Cat 6 Jack's (Panel)	Belden	\$ 9.91	\$	237.84
12	Cat 6 Jack's (Station)	Belden	\$ 10.91	\$	130.92
12	Cat 6a Patch Cable 3 foot Station Surge	Belden	\$ 5.99	\$	71.88
12	Cat 6a Patch Cable 5 foot Station to Device	Belden	\$ 8.66	\$	103.92
12	Cat 6a Patch Cable 7 foot Communication	Belden	\$ 10.12	\$	121.44
66	Patch Cord Flags	Panduit	\$ 0.30	\$	19.80
10	Biscuit Boxes 1 Port White	Belden	\$ 3.68	\$	36.80
2	Roll of 3M Double Stick	3M	\$ 7.91	\$	15.82

2	Misc. SS Mounting Hardware (Interior)	Morse/Fastenal	\$	21.00	\$	42.00
1	Control Wire 18/10 Gate Arms	Belden	\$	199.00	\$	199.00
1	Roll of Mule Tape	Neptco	\$	212.00	\$	212.00
2	Roll's of Electrical Tape	3M	\$	3.00	\$	6.00
3	Roll of Velcro CMR Black 3/4"	VC USA	\$	24.21	\$	72.63
2	Roll of Laser Label's	Ryno	\$	12.00	\$	24.00
2	Patch Panel Label's	Fire House Label's	\$	9.00	\$	18.00
4	SS Unistrut & Endcaps	Graybar	\$	78.00	\$	312.00
4	SS 3/8 All Thread	Graybar	\$	57.89	\$	231.56
2	SS Fixings	Graybar	\$	150.00	\$	300.00
1	Roll of Black Zip Ties	Panduit	\$	13.00	\$	13.00
1	As-Builds & Test Results	Morse T.E	\$	175.00	\$	175.00
1	Scissor Lift Rental Per Month	Morse / UR	\$	1,209.00	\$	1,209.00
7	Bird Spike Kits	Axis	\$	48.97	\$	342.79
8	Seal Tight Kit's	Graybar	\$	23.45	\$	187.60
1	Axis Q3538-LVE 8MP Camera (Spare)	Axis	\$	1,657.76	\$	1,657.76
1	T91H61 Wall Mount (Spare)	Axis	\$	222.00	\$	222.00
1	T91B47 Pole Mount (Spare)	Axis	\$	83.00	\$	83.00
1	Axis Q3538-LVE 8MP Camera	Axis	\$	1,657.76	\$	1,657.76
1	T91H61 Wall Mount	Axis	\$	222.00	\$	222.00
1	T91B47 Pole Mount	Axis	\$	83.00	\$	83.00
7	8x8x8 PVC Weatherproof box	IPEX	\$	28.98	\$	202.86
7	Seal Tight to PVC Kit	Graybar	\$	21.49	\$	150.43
16	SS Mini Strap	Graybar	\$	6.96	\$	111.36
500	12 Strand SM Fiber	Corning	\$	0.97	\$	485.00
1	SPH01 Breakout Box	Corning	\$	78.91	\$	78.91
1	6 Strand SM LC Splice Cassette (NEMA)	Corning	\$	467.89	\$	467.89
	Material Cost:				\$	39,599.57
	Labor Cost:				\$	20,296.00
	Subtotal:				\$	59,895.57
	Profit, Over-Head & Mark Up 10%:				\$	5,989.56
	Material Tax 7%:				\$	2,771.97

Total Cost: \$ 68,657.10

Thank you,

Jason Bowman. PM.
jbowman@morsecom.com
www.morsecom.com
 Cell 321-243-9918





RE: Cruise Terminal #1 West Expansion Exit 30% Design

<u>Option</u>	<u>System</u>	<u>Excludes</u>	<u>Provided By</u>		<u>Total Cost</u>
#3	Low Voltage & LPR Camera's	Switch Configuration/Transcore	Morse	\$	67,705.74

Scope of Work

- A) Remove existing Pay station Comms equipment & turn over to owner.
- B) Remove existing Pay station Cameras & turn over to owner.
- C) Demolish existing pay station communications cable back to source.
- D) Protect existing communications pathways for re-use.
- E) Provide new Cabling for Two (2) Smart Kiosks to Garage Communications Room.
- F) Provide new Cabling for Two (2) Barrier Gates to Smart Station Kiosks.
- G) Provide new Cabling for Two (2) LPR Cameras to Garage Communications Room.
- H) Provide new Cabling for (1) CPA Camera to Garage Communications Room.
- I) Provide new 48x36 White NEMA for Transcore Built out to Specs on Sheet T-20.03.
- J) All Testing & Labeling to latest CPA Standards.
- K) All LPR Cameras & Poles provided & installed by others.
- L) Provide new 48x36 White NEMA for Transcore Built out to Specs on Sheet T-20.03.
- M) Provide new Cabling from Transcore NEMA to Existing NEMA.
- N) All Testing & Labeling to latest CPA Standards.

Material List

<u>Quantity</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Unit Cost</u>	<u>Total Cost</u>
4	Duct Seal 3 Pounds	3M	\$ 19.90	\$ 79.60
4	Finger-Duct	Panduit	\$ 29.00	\$ 116.00
150	#8 Ground-Wire #8 AWG	General	\$ 0.74	\$ 111.00
2	Bus-Bar Kit	General	\$ 188.00	\$ 376.00
1	NEMA SS 48" x 36"	Hoffman	\$ 3,294.60	\$ 3,294.60
1	NEMA SS 48" x 36" Back-Plate	Hoffman	\$ 471.71	\$ 471.71
2	Schlage Lock & Hasp Set	Schlage	\$ 146.00	\$ 292.00
6	Din Rail	Phoenix	\$ 8.70	\$ 52.20
2	Edco Surge Protector	EDCO	\$ 72.91	\$ 145.82
2	Edco Surge Protector HSP12BT-1	EDCO	\$ 136.78	\$ 273.56
1	Belden 12 Port Patch Panel Loaded	Belden	\$ 255.00	\$ 255.00
1	NEMA SS 36" x 30"	Hoffman	\$ 2,493.75	\$ 2,493.75
1	NEMA SS 36" x 30" Back-Plate	Hoffman	\$ 262.88	\$ 262.88
2	NEMA 4X Mounting	Fastenal	\$ 225.00	\$ 450.00
2	8 Port ISW Switches	Extreme	\$ 2,106.26	\$ 4,212.52
2	8 Port ISW Switches 5 AHR Warranty	Extreme	\$ 990.00	\$ 1,980.00
4	16804 Power Supplies	Extreme	\$ 552.51	\$ 2,210.04
4	High Temp SFP's	Extreme	\$ 381.17	\$ 1,524.68
4	Power Cords	Extreme	\$ 27.00	\$ 108.00
4	Power Pig Tail	Extreme	\$ 11.00	\$ 44.00
2	8 Port ISW Switches (Spare)	Extreme	\$ 2,106.26	\$ 4,212.52
2	8 Port ISW Switches 5 AHR Warranty (Spare)	Extreme	\$ 990.00	\$ 1,980.00
4	16804 Power Supplies (Spare)	Extreme	\$ 552.51	\$ 2,210.04
4	High Temp SFP's (Spare)	Extreme	\$ 381.17	\$ 1,524.68
4	Power Cords (Spare)	Extreme	\$ 27.00	\$ 108.00
4	Power Pig Tail (Spare)	Extreme	\$ 11.00	\$ 44.00
2,000	Cat 6 OSP Cable	Belden	\$ 0.56	\$ 1,120.00
1	Bucket of Pull String	Greenlee	\$ 64.00	\$ 64.00
1	12 Port Patch Panel	Belden	\$ 78.00	\$ 78.00
24	Cat 6 Jack's (Panel)	Belden	\$ 9.91	\$ 237.84
12	Cat 6 Jack's (Station)	Belden	\$ 10.91	\$ 130.92
12	Cat 6a Patch Cable 3 foot Station Surge	Belden	\$ 5.99	\$ 71.88
12	Cat 6a Patch Cable 5 foot Station to Device	Belden	\$ 8.66	\$ 103.92
12	Cat 6a Patch Cable 7 foot Communication	Belden	\$ 10.12	\$ 121.44
66	Patch Cord Flags	Panduit	\$ 0.30	\$ 19.80
10	Biscuit Boxes 1 Port White	Belden	\$ 3.68	\$ 36.80
2	Roll of 3M Double Stick	3M	\$ 7.91	\$ 15.82

2	Misc. SS Mounting Hardware (Interior)	Morse/Fastenal	\$	21.00	\$	42.00
1	Control Wire 18/10 Gate Arms	Belden	\$	199.00	\$	199.00
1	Roll of Mule Tape	Neptco	\$	212.00	\$	212.00
2	Roll's of Electrical Tape	3M	\$	3.00	\$	6.00
3	Roll of Velcro CMR Black 3/4"	VC USA	\$	24.21	\$	72.63
2	Roll of Laser Label's	Ryno	\$	12.00	\$	24.00
2	Patch Panel Label's	Fire House Label's	\$	9.00	\$	18.00
4	SS Unistrut & Endcaps	Graybar	\$	78.00	\$	312.00
4	SS 3/8 All Thread	Graybar	\$	57.89	\$	231.56
2	SS Fixings	Graybar	\$	150.00	\$	300.00
1	Roll of Black Zip Ties	Panduit	\$	13.00	\$	13.00
1	As-Builds & Test Results	Morse T.E	\$	175.00	\$	175.00
1	Scissor Lift Rental Per Month	Morse / UR	\$	1,209.00	\$	1,209.00
3	Bird Spike Kits	Axis	\$	48.97	\$	146.91
3	Seal Tight Kit's	Graybar	\$	23.45	\$	70.35
1	Axis Q3538-LVE 8MP Camera (Spare)	Axis	\$	1,657.76	\$	1,657.76
1	T91H61 Wall Mount (Spare)	Axis	\$	222.00	\$	222.00
1	T91B47 Pole Mount (Spare)	Axis	\$	83.00	\$	83.00
1	Axis Q3538-LVE 8MP Camera	Axis	\$	1,657.76	\$	1,657.76
1	T91H61 Wall Mount	Axis	\$	222.00	\$	222.00
1	T91B47 Pole Mount	Axis	\$	83.00	\$	83.00
3	8x8x8 PVC Weatherproof box	IPEX	\$	28.98	\$	86.94
3	Seal Tight to PVC Kit	Graybar	\$	21.49	\$	64.47
8	SS Mini Strap	Graybar	\$	6.96	\$	55.68
1	SPH01 Breakout Box	Corning	\$	78.91	\$	78.91
1	6 Strand SM LC Splice Cassette (NEMA)	Corning	\$	467.89	\$	467.89
	Material Cost:				\$	38,543.88
	Labor Cost:				\$	20,554.00
	Subtotal:				\$	59,097.88
	Profit, Over-Head & Mark Up 10%:				\$	5,909.79
	Material Tax 7%:				\$	2,698.07
	Total Cost:				\$	67,705.74

Thank you,

Jason Bowman. PM.
jbowman@morsecom.com
www.morsecom.com
 Cell 321-243-9918





235 West Drive
 Melbourne, FL 32904
 321-253-5556 Phone
 321-253-5176 Fax
kcf@cfl.rr.com

February 21, 2023

Ivey's Construction, Inc.
 4053 N Courtenay Pkwy
 Merritt Island, FL 32953

RE: CT-1 West Parking Expansion

Proposal

Quantity	Item	Price	Sub Total
1 LS	Mobilization	\$40,900.00	\$40,900.00
450 SY	Temporary Entrance	\$36.50	\$16,425.00
3000 LF	Perimeter Silt Fence (price does not include maintenance)	\$3.30	\$9,900.00
16 EA	Inlet Protection	\$330.00	\$5,280.00
1 LS	Clearing	\$38,000.00	\$38,000.00
8120 SF	Demo Concrete	\$1.50	\$12,180.00
1160 SY	Demo Asphalt (by hand)	\$10.50	\$12,180.00
2120 SY	Demo Base	\$5.66	\$11,999.20
2329 FT	Demo Curb	\$5.50	\$12,809.50
1682 CY	Strip Topsoil (use on-site)	\$4.50	\$7,569.00
1689 CY	Excavate & Grade	\$5.50	\$9,289.50
1 LS	Dewatering	\$12,000.00	\$12,000.00
10000 CY	Import Fill from West of Flounder	\$5.75	\$57,500.00
1 LS	Grading	\$32,500.00	\$32,500.00
2667 SY	Milling (2 Mobs)	\$9.00	\$24,003.00
4820 FT	Saw Cutting	\$4.25	\$20,485.00
9961 SY	1.5" Asphalt SP-12.5	\$13.25	\$131,933.45
5000 SY	2.5" Asphalt SP-12.5 (Flounder)	\$22.50	\$112,500.00
12111 SY	Prime	\$0.80	\$9,688.80
9461 SY	6" Base	\$17.06	\$161,404.66
5000 SY	8" Base (Flounder)	\$21.50	\$107,500.00
5500 SY	12" Stabilized Subbase	\$14.06	\$77,330.00
11100 SY	8" Stabilized Subbase	\$9.40	\$104,340.00
400 FT	Valley Curb	\$41.50	\$16,600.00
1972 FT	"F" Curb	\$30.92	\$60,974.24
4266 FT	"A" Curb	\$30.93	\$131,947.38
50 FT	Ribbon Curb	\$30.93	\$1,546.50
8392 SF	6" Sidewalk	\$7.34	\$61,597.28
60 FT	ADA	\$110.00	\$6,600.00
1 EA	Flumes	\$3,190.00	\$3,190.00
8392 SY	Subgrade	\$1.25	\$10,490.00
1 LS	Stripes & Signs	\$17,832.00	\$17,832.00
1 LS	Traffic Control (no night work)	\$48,500.00	\$48,500.00
1 LS	Layout & As-builts	\$46,000.00	\$46,000.00
1 LS	GPS Modeling	\$12,500.00	\$12,500.00
1 LS	Sweep & Clean Up	\$9,500.00	\$9,500.00
128 FT	18" RCP	\$121.90	\$15,603.20
664 FT	24" RCP	\$135.90	\$90,237.60
112 FT	30" RCP	\$196.76	\$22,037.12
5 EA	Type "C" Inlet	\$9,483.00	\$47,415.00
6 EA	P-4 Curb Inlet	\$12,991.00	\$77,946.00
1 EA	Type "E" Inlet	\$17,998.00	\$17,998.00
1 EA	Manhole	\$14,985.00	\$14,985.00
3 EA	Tie Into Existing Structure	\$14,725.00	\$44,175.00
1 LS	Dewatering	\$29,080.00	\$29,080.00
1 LS	Clean & Vac	\$12,600.00	\$12,600.00
1 LS	Testing & Camera	\$10,750.00	\$10,750.00

Total Proposal: \$1,837,821.43

*Does not include Sod or Seed & Mulch

****Due to the volatile market, we cannot guarantee material or fuel pricing****

Proposal Exclusions:

Permits, fees, testing. Impact fees, tap fees, removing and replacing unsuitable materials, rock excavating, relocating conflicting utilities (any utility within 6" horizontally or vertically of work area) clearing line (for establishing clearing limits), seed and mulching, sod, engineering, sewer, water, storm drainage, bonds, fire line (if applicable), NPDS monitoring. H/C Ramps (standard tactical surface), Silt fence price does not include maintenance.

Upon acceptance of our proposal the Owner must provide at least (4) sets of "Approved for Construction" drawings and CAD file.

Erosion control includes only what is listed on the proposal.

Proposal includes daytime work only (if applicable)

The above prices will be honored for (30) days. We will only guarantee prices when the project is completed within (90) days due to the fact that suppliers will no longer guarantee their prices.

Due to the extremely volatile market of oil prices, this project could be effected. If oil prices increase during the course of this project, we will issue a change order to that effect.

All precast for curb inlets must be 15" +/- 2'. Any additional will be charged @ \$250.00 per foot, 1' being the minimum.

This proposal is based on 6 inches below finished floor elevation

KCF Site Development will submit an invoice for work completed by the 25th of every month. Payment to be made by the 10th of the following month. Payments not made in full by the 10th of each month, a finance charge of 1.5% will be added to the invoice amount.

February 20, 2023



5160 Tennyson Parkway #3000
Plano, TX 75024
469-925-0461 tel 214.461.6478 fax

Monday, February 20, 2023

Ivey's Construction, Inc.
4060 N Courtenay Pkwy
Merritt Island, FL 32953

Attention: Christian Dufresne
Project Engineer

Subject: **AVI relocation with additional lane at CT1**

Dear Mr. Dufresne,

Based on our recent discussions and the drawings you provided, TransCore has prepared the cost estimates for the subject project. Scope of work is delineated below and, on the matrix provided on the third page for this proposal. Proposed scope includes:

1. Relocation of George King Exit to Bus Lane Entry(existing equipment):
 - a. 1 Encompass 5 reader
 - b. 1 AA3152 antenna
 - c. Check tag module
 - d. Misc. hardware
 2. Bus Lane Entry (new equipment)
 - a. 1 AA3152 antenna
 - b. Check tag module
 - c. Misc. hardware
- Services: provide Construction planning support, design, project management, back panel assembly, mounting antennas, termination, lane tuning and testing of the AVI readers. Our proposal also includes efforts necessary to update and submit the revised FCC licenses for CPA Pricing includes 1-year warranty on TransCore manufactured parts, and depot-level labor.

In addition, please note that the following assumptions apply to our proposal

- 1) Pricing does not include any costs associated with security badging of employees for SIDA access while working at the Airport.
- 2) Pricing includes 1-year warranty on TransCore manufactured parts, and depot-level labor.
- 3) Pricing is exclusive of proposal, trade payment or performance bonds, and any provisions for liquidated damages.
- 4) AVI Frequency is compliant with FCC Standards and does not interfere with any frequencies used for air traffic control, navigation, aviation communications, or other airport based functions. TransCore shall provide all required data to submit FCC licenses; however the licenses must be submitted by SDCRAA.
- 5) Integration with GateKeeper CVMS software is not included.
- 6) Overhead structures and civil/electrical are not included.

February 20, 2023

Should you have any questions, please contact the undersigned at 972.342.1431 or your project manager, Mrs. Nicole Wollaston at (321) 223-1416.

Regards,
TransCore LP

A handwritten signature in black ink, appearing to read "Forrest M. Swonsen", with a horizontal line underneath.

Forrest M. Swonsen
Associate Vice President, Airport Systems and
Services

**CT1 AVI Relocation and adds
General Scope of Work (SOW):**

Item	TransCore	Others
Furnish E5 AVI readers/ accessories	x	
Equipment test/tune/commissioning	x	
Furnish cabinet with AVI components	x	
Install cabinet foundation		x
Install cabinet		x
Provide cabinet power		x
Furnish & Install UTA Antenna	x	
Furnish and install conduit		x
Provide communication to cabinet		x
Provide and install AVI overhead structure		x
Install AVI structure foundation		x
Furnish coaxial cabling	x	
Install coaxial cabling	x	
Connectorized coaxial cables	x	
Furnish coaxial connectors	x	
Traffic control		x
Bucket truck	X	
Bonding		x
Permits		x

February 20, 2023

PRICING PROPOSAL
CT1 AVI Relocation and Additional Entry Lane

AVI Hardware

- | | | |
|----|---|-------------|
| 1. | TransCore AVI Hardware & third party Components | \$11,497.00 |
| | <ul style="list-style-type: none">• 1 ea. AA3152 antennas and mounting hardware• 2 ea. Antenna MUX• 1 ea. Antenna check tag kits | |
| 2. | Third party components consist of:
connectors, terminal blocks, power supplies,
internal enclosure wiring, antenna mounting hardware
and misc. comm. Equipment | |

Labor:

- | | | |
|----|---|-------------|
| 1. | Non-Recurring Engineering - | \$14,351.00 |
| 2. | This item includes systems engineering, project management,
As-built drawings, on-site coordination with civil/electrical trades,
FCC frequency and licensing support | |
| 3. | Terminate, Test, Tune commissioning
This item includes enclosure panel build/assembly
travel time to jobsite, final termination of all AVI cabling, tuning of
all AVI lanes and lane demonstration/acceptance testing. | |

<u>Travel/Per Diem & ODC's</u>	\$6,787.00
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<u>Total:</u>	\$32,635.00
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Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

Section:	
Item Number:	1.B
Department:	Engineering
Requested Action:	Consideration of approving a purchase order to Canaveral Construction Co., pursuant to continuing contract RFP-RFQ-23-1, with a not-to-exceed amount of \$185,586.29 for pre-construction services associated with the design of the CT1 Parking Lot west of Flounder Road. (Patrick Hammond/Bill Crowe)
Summary Explanation & Background: Port Canaveral continues to see significant increases in the total volume of cruise passengers which also increases the demand for onsite cruise parking. The Port and our partner cruise lines have plans to further increase cruise operations with alternative itineraries and additional vessel calls. The current parking facilities located at CT-1 are in need of expansion. Canaveral Construction has provided a proposal for pre-construction CM at Risk services. After the pre-construction services are complete, staff will present costs for a new parking facility located on the west side of Flounder Street to enhance the available parking at the adjacent cruise terminal. This facility will also be used for cruise employee parking. The new parking facility will be designed to be constructed in two phases with the first phase of construction occurring this year and the second phase when additional parking demand is required. Canaveral Construction will design all needed civil, electrical, stormwater and IT infrastructure.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total not-to-exceed amount of \$185,586 for this item is not included in the FY23 Capital Budget. However due to savings on other capital projects and the timing of them, if approved, the funding for this line item will be reallocated and no change to the FY23 Capital Budget will be required. Project 1130 - Portwide Parking log Improvements

Attachments:

1B Cover Page.pdf

CT1 Parking Expansion Exhibit.pdf

Canaveral Construction Pre-Con Proposal.pdf

Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

Section:	
Item Number:	1.B
Department:	Engineering
Requested Action:	Consideration of approving a purchase order to Canaveral Construction Co., pursuant to continuing contract RFP-RFQ-23-1, with a not-to-exceed amount of \$185,586.29 for pre-construction services associated with the design of the CT1 Parking Lot west of Flounder Road. (Patrick Hammond/Bill Crowe)
Summary Explanation & Background: Port Canaveral continues to see significant increases in the total volume of cruise passengers which also increases the demand for onsite cruise parking. The Port and our partner cruise lines have plans to further increase cruise operations with alternative itineraries and additional vessel calls. The current parking facilities located at CT-1 are in need of expansion. Canaveral Construction has provided a proposal for pre-construction CM at Risk services. After the pre-construction services are complete, staff will present costs for a new parking facility located on the west side of Flounder Street to enhance the available parking at the adjacent cruise terminal. This facility will also be used for cruise employee parking. The new parking facility will be designed to be constructed in two phases with the first phase of construction occurring this year and the second phase when additional parking demand is required. Canaveral Construction will design all needed civil, electrical, stormwater and IT infrastructure.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total not-to-exceed amount of \$185,586 for this item is not included in the FY23 Capital Budget. However due to savings on other capital projects and the timing of them, if approved, the funding for this line item will be reallocated and no change to the FY23 Capital Budget will be required. Project 1130 - Portwide Parking log Improvements

Attachments:

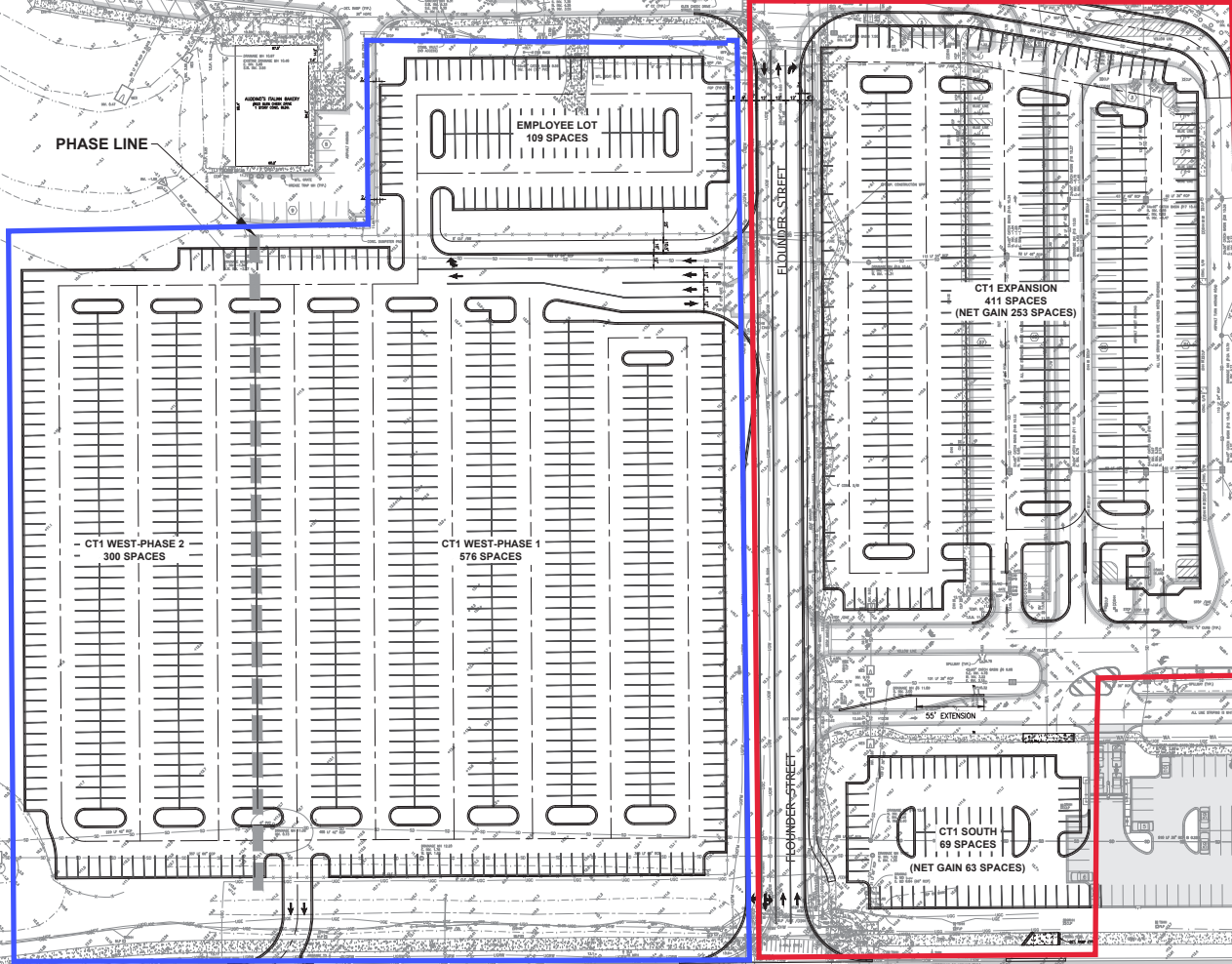
[CT1 Parking Expansion Exhibit.pdf](#)

[Canaveral Construction Pre-Con Proposal.pdf](#)

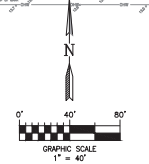
Scope of Work Legend

- Ivey's Construction
- Canaveral Construction

PHASE LINE



TOTAL NUMBER OF SPACES = 1465
NET GAIN = 1301



Canaveral Construction Company, Inc.
 3475 N. US Hwy. 1
 Mims, FL 32754
 Phone: (321) 269-4011
 Fax: (321) 269-5905



Pre-Construction CM Services Proposal

February 23, 2023

Project : **CT-1 West Parking Expansion**

Description	Qty. Unit	Unit Price	Extended Price
Preconstruction Services			
Principle/ Executive	24 hrs	107.00 \$	2,568.00
Project Manager	80 hrs	105.00 \$	8,400.00
Estimator	80 hrs	80.00 \$	6,400.00
Project Administrator	40 hrs	47.00 \$	1,880.00
Project Accountant	32 hrs	69.00 \$	2,208.00
Project Superintendent	24 hrs	60.00 \$	1,440.00
Vehicle Expense	1 month	\$ 1,200.00 \$	1,200.00
Cell Phones Expense	1 month	\$ 100.00 \$	100.00
Reproduction & Printing	1 Allowance	\$ 1,000.00 \$	1,000.00
Civil Design - Allen Eng	1 LS	77,000.00 \$	77,000.00
Electrical Design - TLC Eng.	1 LS	31,700.00 \$	31,700.00
Security and Parking Design - Premier	1 LS	26,750.00 \$	26,750.00

QUALIFICATIONS, CLARIFICATIONS & EXCLUSIONS

- * Conduct Site visit and pre-bid conference with bidding subcontractors
- * Oversee project design progress
- * Solicitation of subcontractor and vendor pricing
- * Attend design review meeting with CPA Staff
- * Prepare and submit GMP Proposal to CPA

Subtotal:	\$	160,646.00
Fee Rate:		15%
Fee:	\$	24,096.90
GL @ .525%	\$	843.39
Subtotal:	\$	185,586.29
Bond @		
Subtotal:	\$	185,586.29
Contingency:		
Total:	\$	185,586.29

Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

Section:	
Item Number:	1.C
Department:	Engineering
Requested Action:	Consideration of approving change order #3 to Ivey’s Construction, Inc., purchase order P-127770, pursuant to continuing contract RFP-RFQ-17-10, with a not-to-exceed amount of \$1,088,701.00 for parking upgrades at CT10. Total project value for Cruise Parking Upgrades is \$3,459,177.84 (Patrick Hammond/Bill Crowe)
<p>Summary Explanation & Background: On December 7, 2022, the Commission approved a change order to Ivey’s Construction under their existing project to design and construct the Port’s new parking system at Cruise Terminal 1 in coordination with the newly selected vendor Flash.</p> <p>Following additional discussions with CPA Cruise Operations, and other internal departments, it was determined that the new parking system also needed to be installed at Cruise Terminal 10 to alleviate traffic congestion. Ivey’s Construction’s scope of work includes modifications to the existing civil, electrical and IT infrastructure to meet the requirements of the new parking equipment. Ivey’s Construction will conduct the work in two phases; design phase followed by physical construction in coordination with Flash.</p>	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	<p>The total not-to-exceed amount of \$1,088,701 for this item is not included in the FY23 Capital Budget. However due to savings on other capital projects and the timing of them, if approved, the funding for this line item will be reallocated and no change to the FY23 Capital Budget will be required.</p> <p>Project 1130 - Portwide Parking log Improvements</p>

Attachments:

[1C Cover Page.pdf](#)

[CT10 Entrance Expansion Exhibit.pdf](#)

Ivey's CT10 Cruise Parking Upgrades proposal.pdf

CT10 Cruise Parking Upgrades CO#3.pdf

Meeting Date

March 1, 2023



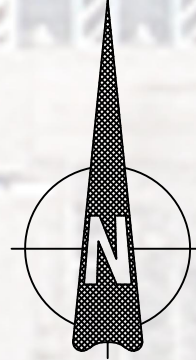
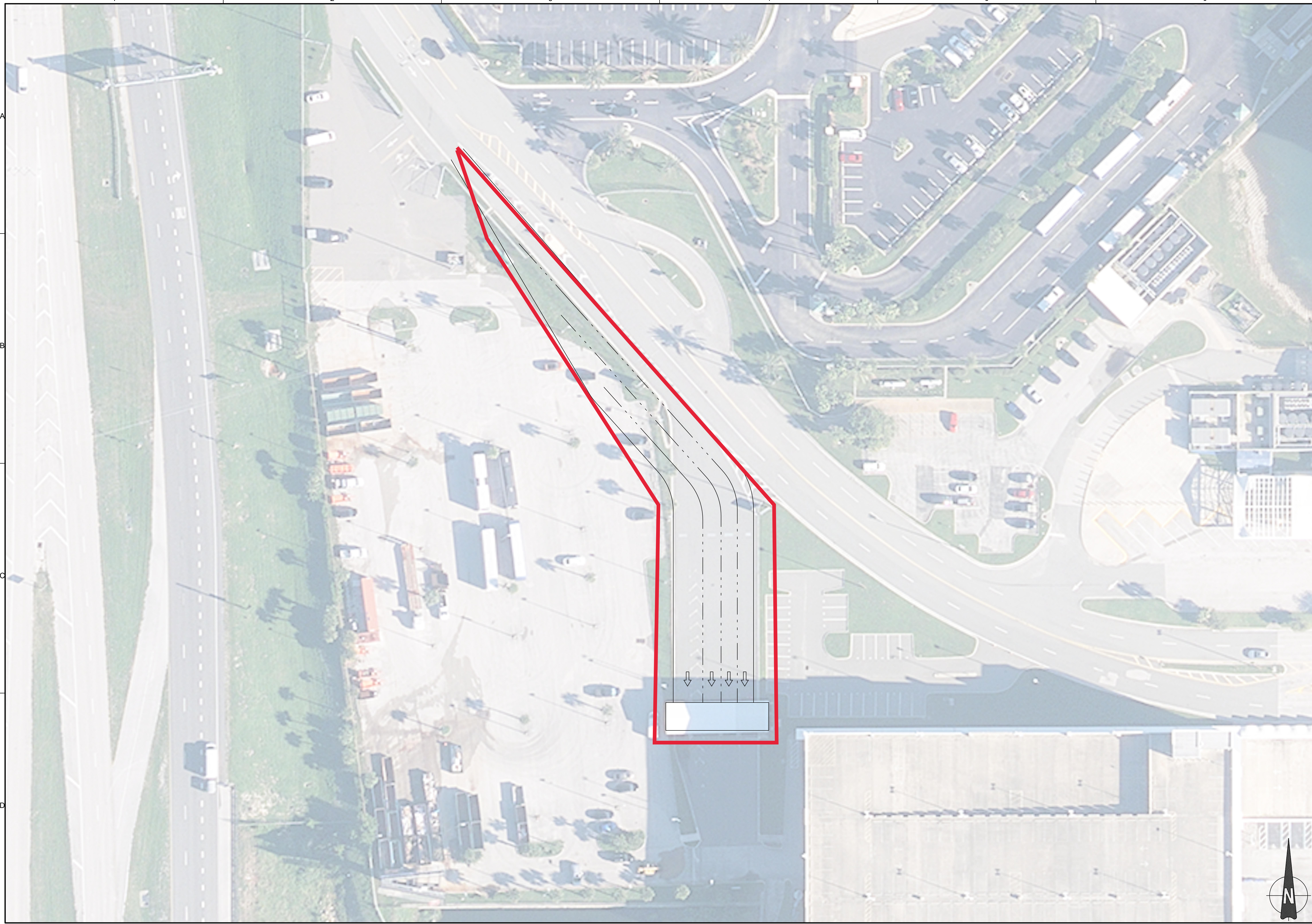
AGENDA ITEM REQUEST

Section:	
Item Number:	1.C
Department:	Engineering
Requested Action:	Consideration of approving change order #3 to Ivey’s Construction, Inc., purchase order P-127770, pursuant to continuing contract RFP-RFQ-17-10, with a not-to-exceed amount of \$1,088,701.00 for parking upgrades at CT10. Total project value for Cruise Parking Upgrades is \$3,459,177.84 (Patrick Hammond/Bill Crowe)
Summary Explanation & Background: On December 7, 2022, the Commission approved a change order to Ivey’s Construction under their existing project to design and construct the Port’s new parking system at Cruise Terminal 1 in coordination with the newly selected vendor Flash. Following additional discussions with CPA Cruise Operations, and other internal departments, it was determined that the new parking system also needed to be installed at Cruise Terminal 10 to alleviate traffic congestion. Ivey’s Construction’s scope of work includes modifications to the existing civil, electrical and IT infrastructure to meet the requirements of the new parking equipment. Ivey’s Construction will conduct the work in two phases; design phase followed by physical construction in coordination with Flash.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total not-to-exceed amount of \$1,088,701 for this item is not included in the FY23 Capital Budget. However due to savings on other capital projects and the timing of them, if approved, the funding for this line item will be reallocated and no change to the FY23 Capital Budget will be required. Project 1130 - Portwide Parking log Improvements

Attachments:

[CT10 Entrance Expansion Exhibit.pdf](#)

[Ivey's CT10 Cruise Parking Upgrades proposal.pdf](#)



CANAVERAL PORT AUTHORITY

445 CHALLENGER ROAD
CAPE CANAVERAL, FL, 32920

CT10 Entrance Expansion

ENGINEERING DEPARTMENT
PLOT DATE: 02/02/2023
PROJ
DWG

NO.	DATE	REVISION	BY	APVD
DSGN:				
DR:		PH	CHK:	APVD:

Drawing is for informational purposes only.

Ivey's Construction, Inc.

4060 N. Courtenay Pkwy • Merritt Island, FL 32953 • CGC 038685 • (321) 453-3812 • FAX: 459-0398

February 22, 2023

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

Reference: Port Canaveral Parking Access and Revenue Control System (PARCS) Modifications for FLASH System at Cruise Terminal 10

Subject: Guaranteed Maximum Price Proposal (GMP)

Patrick:

Ivey's Construction, Inc. respectfully submits the following GMP for the Port Canaveral Parking Access and Revenue Control System (PARCS) change to FLASH, located at Cruise Terminal 10. This GMP price is in accordance with Ivey's Construction 2023 Management at Risk Services Landside for Continuing Construction Services Contract.

This GMP is based on:

- Drawings titled "Cruise Terminal 10, Engineering Site Plan Entrance and Site Plan Exit, sheets C-108 and C-109, dated 7/16/2021, by Allen engineering, Inc.
- Drawings titled "Cruise Parking System Upgrades, 6 sheets (T-001, T-10.00, T-10.01, T-20.01, T-20.02, T-20.03), dated 8/26/2022, by Premier Engineering group, LLC.
- Drawings titled "Port Canaveral CT-10, 8 sheets (T1, CT1-, CT1—1, CT10-2, CT10-3, CT10-3A, CT10-4, CT10-4A), dated 8/8/2023, by FLASH, that were marked up by TLC Engineering Solutions on 8/26/2023, for electrical scope.
- Drawing titled "CT10 Entrance Expansion, Option 1", 1 sheet, provided by the Canaveral Port Authority, on 2/8/2023.

Total 10% Design Phase GMP **\$1,088,701.00**

Scope consists of:

- Civil, Communications, and Electrical Design.
- Demolition of concrete, asphalt, flume, and fence.
- New Concrete islands, and curb.
- New base, tack, and 2" asphalt.
- Furnish and install new bollards. Six (6) Ea.
- Asphalt / concrete cutting and patching for conduit pathways.
- LPR circuitry, and LV pathways.
- Low voltage, switches, and NEMA enclosures.
- Relocation of CT-10 monument sign.

(Scope description continued)

- Removal of two (2) parking lot light fixtures.
- Furnish and install new forklift gate by CT-10 exit. Gate to be 4' tall aluminum chain link cantilever, with Hysecurity slide driver 15. Two (2) pad mounted pedestals, with two (2) key switches for access control.
- Fence relocation.
- Maintenance of traffic.
- Material testing by 3rd party firm.
- Survey and layout.
- Builder's risk.
- Performance and payment bond.
- Supervision.
- This scope is assumed to be issued by way of Change Order to Ivey's existing CM Continuing Services Contract at Cruise Terminal 1.

Exclusions:

- FLASH System furnish and/or install cost.
- Transcore equipment.
- Any Surface lots not within the parking garage footprint.
- Management and/or general requirements for FLASH while they install their new PARCS system.
- Re-installation of two (2) existing light poles that need to be removed due to CT-10 entrance widening. Ivey's assumes that these poles are no longer needed.
- Furnish or installation of camera poles and/or cameras (by FLASH).
- Any structure used for mounting PARCS equipment.
- Removal, disposal, or replacement of unsuitable materials if found.
- Abatement or removal of any unforeseen hazardous material if found.
- Premium time / holiday time.

This pricing is valid for a period of 30 calendar days.

Thank you,
IVEY'S CONSTRUCTION, INC.



Christian Dufresne
Estimator



**Port Canaveral Parking Access and Revenue Control System (PARCS)
change to Flash, Cruise Terminal 10
GMP- 10% Design Phase**

Date: February 22, 2023

Line	Div	Activity/Scope	Breakdown		Division Totals
1	01	General Requirements			\$99,278
2			Rate	Hours	
3		Supervisor	\$55.59	480	\$26,683
4		Project Engineer	\$51.73	240	\$12,415
5		Construction Trailer			\$450
6		Temporary Protection			\$7,500
7		MOT Allowance			\$4,500
8		Drinking Water			\$150
9		Safety			\$1,000
10		Cell Phone and Internet			\$630
11		Dumpster and Fees			\$2,400
12		Concrete Washout			\$1,800
13		Temporary Toilets and Hand Washes			\$3,150
14		Progress Cleaning and Maintenance			\$10,000
15		Fuel for Company Vehicles			\$2,700
16		Drawing Reproductions			\$1,200
17		Procure Management			\$1,300
18		Builders Risk Insurance			\$5,000
19		Insurance (Gen Liability, Excess)			\$4,400
20		Small Tools & Supplies			\$3,000
21		Material Testing			\$5,000
22		Re-Install Fence			\$6,000
23	00	Design			\$39,605
24		Civil			\$24,930
25		Electrical			\$5,875
26		Communications			\$8,800
27	03	Concrete			\$7,500
28		Misc Cut and Patch Allowance			\$7,500
29	10	Specialties			\$47,592
30		Safey Yellow 5' Rotating Gates, QTY 3ea.			\$10,000
31		CT-10 Cantilever Gate			\$30,000
32		Monument Sign Relocation			\$7,592
33	26	Electrical			\$142,238
34		CT-10 Garage Entry/Exit			\$142,238
35		Subcontractor Bond (Chrome)			Inc in line 38
36	27	Communications			\$187,970
37		CT-10 Garage Entry/Exit			\$179,744
38		Subcontractor Bond (Morse Communications)			\$8,226
39	32	Exterior Improvements			\$333,021
40		CT-10 Garage Entry/Exit and Widening			\$321,027
41		Subcontractor Bond (KCF Site Development)			\$4,494
42		Misc Cut and Patch Allowance - Asphalt			\$7,500
43		Column Subtotals		\$857,204	\$857,204
44		Overhead		10%	\$85,720
45		Subtotal			\$942,925
46		Fee		5%	\$47,146
47		Subtotal			\$990,071
48		Contractors DB Contingency		10%	\$85,720
49		Subtotal			\$1,075,791
50		DB Bond		1.2%	\$12,909
51		Cruise Terminal 10, 10% Design Phase GMP			\$1,088,701

ALLEN ENGINEERING, INC.

CIVIL ENGINEERS • SURVEYORS

106 Dixie Lane • Cocoa Beach, FL 32931 • Tel: 321-783-7443 • Fax: 321-783-5902 • www.AllenEng.net

Mr. Rocky Johnson
Ivey's Construction, Inc.
4060 N. Courtenay Parkway
Merritt Island, FL 32953

February 22, 2023

Re: CPA: PARCS – FLASH Parking Systems Modifications – Engineering and
Surveying Services at Cruise Terminal 10

Dear Mr. Johnson:

Thank you for the opportunity to offer this proposal to provide the following services required on the above referenced project for the listed fees.

Project:

The project shall consist engineering and surveying services to aid in the conversion of the parking payment system modifications at the Canaveral Port Authority's parking facilities at Port Canaveral, Florida.

ENGINEERING/SURVEYING SERVICES..... \$24,930.00

The project consists of engineering and surveying services for the parking payment system modifications at the Cruise Terminal #10 entrance and exit, including the road widening (CPA – Option 1) at the entrance. We will perform the following services:

- a. Pre-design surveying services as needed to finalize the site/civil drawings for the new parking payment systems at the entry/exit features.
- b. Meetings and other communications with both the Client and the Project Owner.
- c. Develop 100% Construction Documents for the conversion of the parking payment systems at the locations mentioned above, including road widening at the entrance.
- d. Submit permit modification to the Florida Department of Environmental Protection for the additional impervious area generated by the entrance widening.
- e. Construction Staking and As-Built surveying services for the civil site improvements related to the parking payment systems.
- f. Construction Administration Services including attending a pre-construction conference, approving shop drawings, making limited site visits to check progress, reviewing final as-built surveys, and preparing final certifications at completion of construction.

Re: CPA: PARCS – FLASH – Parking Systems Modifications at CT10

We have prepared this proposal based on the following assumptions and conditions:

- A. Any application fees, soil testing fees, printing fees, or express mail charges are a direct expense to the client and are not a part of this proposal.
- B. Unforeseen conditions will be brought to the attention of the client and a change order will be prepared prior to the continuation of work by AEI.
- C. Submittal to reviewing agencies does not guarantee permit issuance.
- D. Fee does not include environmental permitting related to wetland, surface water impacts, or endangered species.
- E. Fee does not include a traffic impact study or an environmental impact study.
- F. Fee does not include landscape and/or irrigation design.
- G. An approved site plan shall be provided by the client in autocad format.
- H. All construction drawings will be prepared in AutoCAD format (2018 or later).
- I. Services are based on a one time layout per task, with minor re-stakes. Minor re-stakes are defined as less than one hour of crew time if crew is already on site.
- J. Areas on site will be accessible, construction equipment obstructions at a minimum, and crews will be able to move about freely to complete work in a reasonable manner.
- K. Fee does not include legal descriptions or dealings with government agencies.
- L. Any items not listed above will be done on an hourly basis or previously determined lump sum.

Any additional work that is required over and above the items previously listed, it will be done on an hourly basis at the following listed rates. These rates will be good for one (1) year from the proposal date.

Engineering Principal	\$175.00 per hour
Registered Surveyor	150.00 per hour
Project Manager	160.00 per hour
Survey Crew	160.00 per hour
Project Engineer	130.00 per hour
Design Engineer	110.00 per hour
Survey Technician	110.00 per hour
CAD Specialist	95.00 per hour
Administrative Technician	75.00 per hour

Terms and Conditions:

Access to Site: Unless otherwise stated, Allen Engineering, Inc. (AEI) will have access to the site for activities for the performance of the services. AEI will take

Re: CPA: PARCS – FLASH – Parking Systems Modifications at CT10

precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Defects in Service: The Client shall promptly report to AEI any defects or suspected defects in AEI's services of which the Client becomes aware, so that AEI may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontractors at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Client's contractors or subcontractors to notify AEI shall relieve AEI of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Dispute Resolution: Any claims made during surveying between the Client and AEI shall be submitted to non-binding mediation. The client and AEI agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billing / Payments: Invoices for AEI's services shall be submitted, at AEI's option, either upon completion of such services or on a monthly basis based on the number of hours spent on the project at the listed rates. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, AEI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late payments: Accounts unpaid 30 days after the invoice may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless AEI, his or her officers, directors, employees, agency and sub-consultants, from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the negligent acts, errors or omissions, or willful misconduct of AEI.

Certifications, Guarantees and Warranties: AEI shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence AEI cannot ascertain. The Client also

Mr. Rocky Johnson
Ivey's Construction, Inc.

February 22, 2023

Re: CPA: PARCS – FLASH – Parking Systems Modifications at CT10

agrees not to make resolution of any dispute with AEI or payment of any amount due to AEI in any way contingent upon AEI's signing any such certification.

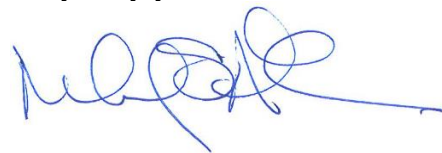
Limitation of Liability: In recognition of the relative tasks, rewards and benefits of the project to both the Client and AEI, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, AEI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$50,000.00 or contract amount, whichever is less. Such causes include, but are not limited to, AEI's negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.

Termination of Services: This agreement may be terminated at any time by AEI or the Client should the other party fail to perform its obligations hereunder. In the event of termination, the Client shall pay AEI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents: All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by AEI as instruments of service shall remain the property of AEI. AEI shall retain all common law, statutory and other reserved rights, including, without limitations, the copyrights thereto.

If the above offer meets with your approval, please return a notice to proceed and a purchase order for our files. We appreciate the opportunity to submit this proposal for your project. If you have any questions, please feel free to contact me.

Very truly yours,



Michael S. Allen, P.E.
Allen Engineering, Inc

OFFER ACCEPTED: _____

DATE: _____



February 21, 2023

Mr. Christian Dufresne
Project Engineer
Ivey's Construction, Inc.
4060 N Courtenay Pkwy
Merritt Island, FL 32953
Delivered via email: cdufresne@iveycon.org

**Re: CPA Parking Payment System Upgrades – CT10
Professional Engineering Services Proposal**

Dear Christian:

TLC Engineering Solutions, Inc. (TLC) is pleased to submit the following proposal to provide engineering services for the above referenced project. We appreciate your consideration and look forward to working with you and your design team on this project.

PROJECT SCOPE

We understand the project is to consist of Cruise Terminal 10 updates / changes located in Port Canaveral, Florida. TLC's proposal is based on information provided during site visit on June 21, 2022. Generator backup – TLC will confirm that the existing generator is connected to the existing and new parking pay system equipment. Where the existing equipment is not a generator power and for new installations, design of generator power will be included. More specifically the project scope includes the following per email dated June 22, 2022 and phone call on February 21, 2023 ("equipment" as described below pertains to ticket kiosk, gate arm, Sun-Pass/E-Pass AVI infrastructure, which requires 120-volt power per lane):

1. CT-10 Entry & Exit Pavilions – upgrade existing equipment

BASIC SCOPE OF SERVICES

Basic Scope of Services shall be as outlined in AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant, Article 3. TLC shall provide professional engineering and design services for:

- a. Electrical Engineering including empty conduits and boxes for voice/data, access control and, CCTV

TLC anticipates submittals at the following design stages:

- 60% Construction Documents
- 90% Construction Documents
- 100% Construction Documents

All submittals are anticipated to be electronic. Reproduction shall be performed by **Ivey's Construction, Inc.** or compensated as a reimbursable expense.

Up to three (3) design review or coordination meetings are included in TLC's proposed work scope.

We understand that this is a Design Build Contract in partnership with Canaveral Port Authority (CPA). Due to potential for unforeseen circumstances, it must be recognized that design modifications may occur during the design and construction process which may result in increases or decreases in actual construction cost, and that it is impossible to foresee or anticipate every design issue until the design work is completed. Therefore, it is an important that a reasonable allowance or contingency be included in the bid to accommodate any changes in design as developed for this proposal.

PROPOSED CONSTRUCTION PHASE SERVICES

Construction Phase Services provided for this project shall include:

1. Response to bidder questions.
2. Response to local permitting officials' comments.
3. Response to Contractor's Request for Information (RFI) during the construction period.
4. A total of three (3) site visits to become generally familiar with the progress and quality of the construction work in order to determine if the work is being performed in general accordance with the construction documents.

INFORMATION TO BE FURNISHED BY THE CONTRACTOR

In addition to Contractors' Responsibilities defined in AIA Document C401 – 2017 Edition – Standard Form of Agreement Between Architect and Consultant, Article 5, specific information, and material that impacts the design shall be provided to TLC as shown in Attachment A.

ADDITIONAL SERVICES

Additional services, when requested in writing by Ivey's Construction, Inc., shall be performed at TLC's standard hourly rates. Additional Services are as defined in AIA Document B101 – 2017 Edition – Abbreviated Standard Form of Agreement Between Owner and Architect, Article 4. Additional Services also include those items shown in Attachment B. TLC shall submit the estimated additional services cost for approval and authorization prior to proceeding with a design.

FEE

We propose to provide the above-described basic scope of services for a lump sum based on the following schedule:

Lump Sum – Construction Documents:	\$4,250.00
Lump Sum – Construction Admin	\$1,625.00
Remaining Total:	\$5,875.00

Fees are inclusive of conventional reimbursable expenses. Conventional reimbursable expenses include routine travel, express mail, photography, and plotting for coordination and submittals as noted above. Nonconventional expenses including unanticipated travel or reproduction expenses to be reimbursable at 1.1 times direct cost.

Billing will be monthly, based upon percentage of services completed and reimbursable expenses. Payment is due within fifteen (15) days of receipt of payment from client.

Mr. Christian Dufresne
February 21, 2023
Page 3


If our proposal is acceptable, your signature below will confirm TLC's authorization to proceed. Retain one copy and return one copy to TLC at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received by your firm from the client. Alternatively, we can enter into a contract agreement using AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant.

We look forward to your favorable selection of TLC and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments.

Sincerely,

TLC Engineering Solutions, Inc.


Bill A. Nance, RCDD, OSP
Associate / Electrical Project Manager


Gary C. Krueger, PE, CM, LEED AP BD+C
Vice President / Executive Director

Ivey's Construction, Inc.

By: _____

Print Name and Title

Date: _____

Attachments

ATTACHMENT A

INFORMATION TO BE FURNISHED BY THE CONTRACTOR

Professional Engineering Services Proposal

1. Copy of Owner-Contractor Agreement.
2. Updated, CAD-generated pre-bordered base sheets, site plans, life safety plans, elevations, building sections, reflected ceiling plans and architectural floor plan backgrounds, complete with room names, numbers and rated or special wall construction, will be provided by the Architect during the course of the design (TLC standard is REVIT).
3. Civil, site drawings and surveys, indicating all underground and overhead mechanical, plumbing and electrical site utilities, which may affect design.
4. Catalog cut sheets for Owner-furnished equipment and equipment requiring mechanical, plumbing, or electrical connections. Cut sheets shall indicate all utility connection requirements, utility consumption and heat rejection, including information on any system with special clearance requirements.
5. Geotechnical report of subsurface soils conditions with recommendations for foundations and site preparation.
6. Reliable existing construction design drawings. Extensive field verification of existing systems is not anticipated or included in proposed work scope.
7. Contractor will provide access control and CCTV device location.

ATTACHMENT B
ADDITIONAL SERVICES
Professional Engineering Services Proposal

1. AIA Document B101-2017 Edition – Standard Form of Agreement Between Owner and Architect, Article 3, and AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant, Article 5.
2. Collaboration for Revit (C4R or BIM360) or related cloud-based applications are not included in TLC proposed scope. Any required C4R or BIM360 or related collaboration software requirements to be negotiated on an individual basis.
3. Construction site visits or attendance at design review meetings, as requested by the Owner or Architect, in excess of site visits per discipline as defined in our proposal.
4. Value Engineering meetings and subsequent engineering or design revisions to incorporate extensive accepted value engineering items, including changes to system design after construction documents have been completed.
5. Significant revisions to the program, design philosophy or Architectural plans after 100% Design Development approval, or to systems selected following schematic phase, and which result in redesign expenses.
6. Extensive phasing of project including development of multiple permitting packages.
7. Electrical Circuit Breaker Coordination Study.
8. Document reproduction beyond those required for in-house coordination and submittals as outlined above.
9. Design of currently unidentified specialty electrical systems, including but not limited to: low voltage systems, specialty lighting, CCTV security, audio/visual, video conference system, commercial and retail tenant's point of sale, telephone/data/video, paging/PA system and security, alarm/access control systems. (Design of empty conduit systems is included).
10. Design of site features and amenities outside of building footprint and not directly attached to the building.
11. Development of "as-built" or record drawings.
12. Detailed cost estimating services.
13. Design of Distributed Antenna System (DAS) or In-building Public Safety Radio Enhancement Systems.



February 15, 2023

Christian Dufresne, Project Engineer
Ivey's Construction, Inc.
060 N Courtenay Pkwy
Merritt Island, FL 32953

Subject: Professional Engineering Services Proposal
CT-10 Flash Parking Upgrade
Telecommunications Design Services

Mr. Dufresne,

Our scope of work for telecommunications **design** services for the **Flash Parking Upgrade Project** includes drawings to modify and/or add to the existing *structured cabling systems* for Canaveral Port Authority (CPA) fiber infrastructure, CCTV layout and infrastructure for the parking systems at **two (2) different locations at CT-10 and relocation of digital signage**. Construction drawings and specifications will be provided for the communications infrastructure required for this project. We will coordinate new technology related requirements with the new parking system requirements. Our scope of work is limited to design services at the following sites:

- CT-10 Entry
- CT-10 Exit
- CT-10 Digital Sign

Our *lump-sum* breakdown (per lot) fees are as follows:

CT-10 Entry	\$2,000.00
CT-10 Exit	\$2,000.00
CT-10 Digital Sign	\$800.00
Each site visit:	\$2,000.00 (2 included in total fee)

Our *lump-sum* total design fee is as follows:

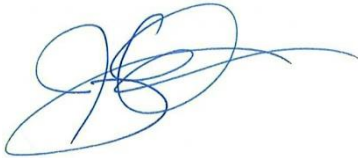
Total Telecommunications Design: \$8,800 USD

This fee include design drawings and specifications as previously described. The fee also includes submittal review, weekly online tag-up meetings and a **two** site visits to for site observations during construction. The systems will be designed in accordance with the Florida Building Codes, Canaveral Port Authority Standards and all other applicable codes and standards.

If additional services are required, we expect to be compensated on an hourly fee, based on our standard hourly rates. Any additional travel required for inspections or on-site meetings beyond the one included trip will be billed separately as additional services to cover travel expenses and travel time based on our standard hourly rates. *This fee is based on the professional liability coverage of \$2,000,000 that we currently maintain. If additional insurance coverage is required beyond this amount, additional services will be required to cover the policy cost increase.*

Thank you, we look forward to working with you and the entire project team.

Best Regards,



PREMIER ENGINEERING GROUP, LLC
Jeremy J. Oksanen, RCDD
Principal, Member LLC



ART-KRAFT SIGN COMPANY, INC.

PROPOSAL

QUALITY SIGNAGE SINCE 1968

2675 KIRBY CIRCLE, PALM BAY, FL. 32905 · PH 321.727.7324 · FX 321.951.2466 · WWW.ART-KRAFT.COM

Proposal Submitted To:

Contact Name

Date

Phone

Sales Person

Job Name & Location

Fax

Designer

E-mail

Design #

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

Payment to be made as follows:

Deposit of 50% down

Balance due upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature 
Robert Harper

We hereby submit specifications and estimates for:

NOTE: THIS PROPOSAL MAY BE WITHDRAWN FROM US IF NOT ACCEPTED WITHIN 30 DAYS

1. All signage to remain property of Art-Kraft Sign Company, Inc. until paid in full. The Client/Buyer agrees to pay all cost in the event of default of payment by the Client/Buyer, including a reasonable attorney's fee.
2. The Client/Buyer hereby grants Art-Kraft Sign Company, Inc. the right of entry into and on the property of the Client/Buyer for the purpose of retaking possession of the signage in the event of default.
3. Any payments not timely received by Art-Kraft Sign Company, Inc. shall bear interest from the due date at the rate of 18% per annum until paid in full.
4. Primary electric to signs by others. Primary electric not included in price.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature

Date

February 21st, 2023

Christian Dufresne, Project Engineer
 Ivey's Construction
 4065 N Courtney PKWY
 Merritt Island, FL 32953



RE: Proposal Summary for CPA-FLASH Parking System Upgrades 30% Drawings CT-10

Christian,

Morse Communications, Inc. is happy to provide you quotes for Four Hundred Nineteen Thousand Five Hundred Three Dollars and Ninety Six Cents for the scope of work & material supporting CPA-FLASH Parking System Upgrades. Below is a breakout by location and category.

Option #	Location Name	Morse Cost Break out by Category	Morse Quote Amt
19	Cruise Terminal #10 Garage Entry	Low Voltage, Switches, & NEMA's: \$ 92,585.12 Electrical Work & Conduit Pathway's: \$ 69,678.00	\$ 162,263.12
20	Cruise Terminal #10 Garage Exit	Low Voltage, Switches, & NEMA's: \$ 87,159.27 Electrical Work & Conduit Pathway's: \$ 59,678.00	\$ 146,837.27
22	CT10-Small-Employee-Lot	Low Voltage, Switches, & NEMA's: \$ - Electrical Work & Conduit Pathway's: \$ 72,036.00	\$ 72,036.00
23	CT10-Employee-Lot	Low Voltage, Switches, & NEMA's: \$ - Electrical Work & Conduit Pathway's: \$ 17,260.00	\$ 17,260.00
24	CT 10 Demo 2-Light Poles Add Option	Low Voltage, Switches, & NEMA's: \$ - Electrical Work & Conduit Pathway's: \$ 12,882.00	\$ 12,882.00
25	Payment & Performance Bond	\$ 8,225.57	\$ 8,225.57

Grand Total All Locations: \$ 419,503.96

Total Value: \$330,207.96

Thanks,

Jason Bowman. PM.
jbowman@morsecom.com
www.morsecom.com
 Cell 321-243-9918



February 21, 2023

Christian Dufresne, Project Engineer
Ivey's Construction
4065 N Courtney PKWY
Merritt Island, FL 32953



RE: Cruise Terminal #10 Garage Entry 30% Design

Christian,

Morse Communications, Inc. is happy to provide you a quote for Eighty Seven Thousand One Hundred Fifty Nine Dollars and Ninety Seven Cents for the scope of work & material supporting CPA FLASH Parking System Upgrades as listed below.

<u>Option</u>	<u>System</u>	<u>Excludes</u>	<u>Provided By</u>		<u>Total Cost</u>
#19	Low Voltage & LPR Camera's	Switch Configuration/Transcore	Morse	\$	92,585.12

Scope of Work

- A) Remove existing Pay station Comms equipment & turn over to owner.
- B) Remove existing Pay station Cameras & turn over to owner.
- C) Demolish existing pay station communications cable back to source.
- D) Demolish existing CPA NEMA & Replace with New 36x30 White NEMA.
- E) Demolish existing NEMA equipment & return to CPA.
- F) Protect existing communications pathways for re-use.
- G) Re install new equipment in New NEMA to latest CPA specifications.
- H) Provide new Cabling for Four (4) Smart Kiosks to New NEMA.
- I) Provide new Cabling for Four (4) Barrier Gates to Smart Station Kiosks.
- J) Provide new Cabling for Four (4) LPR Cameras to existing NEMA.
- K) Provide new Cabling for (1) CPA Camera to New NEMA.
- L) Provide new 48x36 White NEMA for Transcore Built out to Specs on Sheet T-20.03.
- M) Provide new Cabling from Transcore NEMA to New CPA NEMA.
- N) All Testing & Labeling to latest CPA Standards.
- O) All LPR Cameras & Poles provided & installed by others.
- P) Morse will pull back existing fiber from Monument Sign for move.
- Q) Morse will demolish existing NEMA & Hardware & Turn over to CPA.
- R) Morse will extend Fiber and re pull to new sign location.
- S) Morse will re install NEMA at new sign location.

Material List

<u>Quantity</u>	<u>Description</u>	<u>Manufacturer</u>		<u>Unit Cost</u>		<u>Total Cost</u>
4	Duct Seal 3 Pounds	3M	\$	19.90	\$	79.60
4	Finger-Duct	Panduit	\$	29.00	\$	116.00
150	#8 Ground-Wire #8 AWG	General	\$	0.74	\$	111.00
2	Bus-Bar Kit	General	\$	188.00	\$	376.00
1	NEMA SS 48" x 36"	Hoffman	\$	3,294.60	\$	3,294.60
1	NEMA SS 48" x 36" Back-Plate	Hoffman	\$	471.71	\$	471.71
2	Schlage Lock & Hasp Set	Schlage	\$	146.00	\$	292.00
6	Din Rail	Phoenix	\$	8.70	\$	52.20
2	Edco Surge Protector	EDCO	\$	72.91	\$	145.82
2	Edco Surge Protector HSP12BT-1	EDCO	\$	136.78	\$	273.56
1	Belden 12 Port Patch Panel Loaded	Belden	\$	255.00	\$	255.00
1	NEMA SS 36" x 30"	Hoffman	\$	2,493.75	\$	2,493.75
1	NEMA SS 36" x 30" Back-Plate	Hoffman	\$	262.88	\$	262.88
2	NEMA 4X Mounting	Fastenal	\$	225.00	\$	450.00
4	8 Port ISW Switches	Extreme	\$	2,106.26	\$	8,425.04
4	8 Port ISW Switches 5 AHR Warranty	Extreme	\$	990.00	\$	3,960.00
8	16804 Power Supplies	Extreme	\$	552.51	\$	4,420.08
8	High Temp SFP's	Extreme	\$	381.17	\$	3,049.36
8	Power Cords	Extreme	\$	27.00	\$	216.00
8	Power Pig Tail	Extreme	\$	11.00	\$	88.00
4	8 Port ISW Switches (Spare)	Extreme	\$	2,106.26	\$	8,425.04
4	8 Port ISW Switches 5 AHR Warranty (Spare)	Extreme	\$	990.00	\$	3,960.00
4	16804 Power Supplies (Spare)	Extreme	\$	552.51	\$	2,210.04
4	High Temp SFP's (Spare)	Extreme	\$	381.17	\$	1,524.68

4	Power Cords (Spare)	Extreme	\$	27.00	\$	108.00
4	Power Pig Tail (Spare)	Extreme	\$	11.00	\$	44.00
2,000	Cat 6 OSP Cable	Belden	\$	0.56	\$	1,120.00
1	Bucket of Pull String	Greenlee	\$	64.00	\$	64.00
1	12 Port Patch Panel	Belden	\$	78.00	\$	78.00
24	Cat 6 Jack's (Panel)	Belden	\$	9.91	\$	237.84
14	Cat 6 Jack's (Station)	Belden	\$	10.91	\$	152.74
14	Cat 6a Patch Cable 3 foot Station Surge	Belden	\$	5.99	\$	83.86
14	Cat 6a Patch Cable 5 foot Station to Device	Belden	\$	8.66	\$	121.24
14	Cat 6a Patch Cable 7 foot Communication	Belden	\$	10.12	\$	141.68
90	Patch Cord Flags	Panduit	\$	0.30	\$	27.00
7	Biscuit Boxes 1 Port White	Belden	\$	3.68	\$	25.76
2	Roll of 3M Double Stick	3M	\$	7.91	\$	15.82
2	Misc. SS Mounting Hardware (Interior)	Morse/Fastenal	\$	21.00	\$	42.00
1	Control Wire 18/10 Gate Arms	Belden	\$	199.00	\$	199.00
1	Roll of Mule Tape	Neptco	\$	212.00	\$	212.00
2	Roll's of Electrical Tape	3M	\$	3.00	\$	6.00
3	Roll of Velcro CMR Black 3/4"	VC USA	\$	24.21	\$	72.63
2	Roll of Laser Label's	Ryno	\$	12.00	\$	24.00
2	Patch Panel Label's	Fire House Label's	\$	9.00	\$	18.00
4	SS Unistrut & Endcaps	Graybar	\$	78.00	\$	312.00
4	SS 3/8 All Thread	Graybar	\$	57.89	\$	231.56
2	SS Fixings	Graybar	\$	150.00	\$	300.00
1	Roll of Black Zip Ties	Panduit	\$	13.00	\$	13.00
1	As-Builds & Test Results	Morse T.E	\$	175.00	\$	175.00
2	Scissor Lift Rental Per Month	Morse / UR	\$	1,209.00	\$	2,418.00
8	Bird Spike Kits	Axis	\$	19.00	\$	152.00
8	Seal Tight Kit's	Graybar	\$	23.45	\$	187.60
1	Axis Q3819-PVE 14MP Panoramic Camera	Axis	\$	2,161.00	\$	2,161.00
1	TQ3101-E Pendant Kit	Axis	\$	144.00	\$	144.00
1	T91G61 Wall Mount	Axis	\$	222.00	\$	222.00
1	T91B57 Pole Mount	Axis	\$	148.00	\$	148.00
1	Banding, Mounting Hardware	Graybar	\$	150.00	\$	150.00
8	Weather-Proof	Axis	\$	1.49	\$	11.92
1	SPH01 Breakout Box	Corning	\$	78.91	\$	78.91
1	6 Strand SM LC Splice Cassette (NEMA)	Corning	\$	467.89	\$	467.89
1	Splice Dome Enclosure, Trays & Fittings	Commscope	\$	587.89	\$	587.89
600	24 Strand SM Fiber	Corning	\$	1.24	\$	744.00
	Material Cost:				\$	56,250.70
	Labor Cost:				\$	24,338.00
	Subtotal:				\$	80,588.70
	Profit, Over-Head & Mark Up 10%:				\$	8,058.87
	Material Tax 7%:				\$	3,937.55
	Total Cost:				\$	92,585.12

Thank you,

Jason Bowman. PM.
jbowman@morsecom.com
www.morsecom.com
 Cell 321-243-9918



February 21, 2023

Christian Dufresne, Project Engineer
Ivey's Construction
4065 N Courtney PKWY
Merritt Island, FL 32953



RE: Cruise Terminal #10 Garage Exit 30% Design

Christian,

Morse Communications, Inc. is happy to provide you a quote for Eighty Seven Thousand One Hundred Fifty Nine Dollars and Twenty Seven Cents for the scope of work & material supporting CPA FLASH Parking System Upgrades as listed below.

<u>Option</u>	<u>System</u>	<u>Excludes</u>	<u>Provided By</u>	<u>Total Cost</u>
#20	Low Voltage & LPR Camera's	Switch Configuration/Transcore	Morse	\$ 87,159.27

Scope of Work

- A) Remove existing Pay station Comms equipment & turn over to owner.
- B) Remove existing Pay station Cameras & turn over to owner.
- C) Demolish existing pay station communications cable back to source.
- D) Demolish existing CPA NEMA & Replace with New 36x30 White NEMA.
- E) Demolish existing NEMA equipment & return to CPA.
- F) Protect existing communications pathways for re-use.
- G) Re install new equipment in New NEMA to latest CPA specifications.
- H) Provide new Cabling for Four (4) Smart Kiosks to New NEMA.
- I) Provide new Cabling for Four (4) Barrier Gates to Smart Station Kiosks.
- J) Provide new Cabling for Four (4) LPR Cameras to existing NEMA.
- K) Provide new Cabling for (1) CPA Camera to New NEMA.
- L) Provide new 48x36 White NEMA for Transcore Built out to Specs on Sheet T-20.03.
- M) Provide new Cabling from Transcore NEMA to New CPA NEMA.
- N) All Testing & Labeling to latest CPA Standards.
- O) All LPR Cameras & Poles provided & installed by others.

Material List

<u>Quantity</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Unit Cost</u>	<u>Total Cost</u>
4	Duct Seal 3 Pounds	3M	\$ 19.90	\$ 79.60
4	Finger-Duct	Panduit	\$ 29.00	\$ 116.00
150	#8 Ground-Wire #8 AWG	General	\$ 0.74	\$ 111.00
2	Bus-Bar Kit	General	\$ 188.00	\$ 376.00
1	NEMA SS 48" x 36"	Hoffman	\$ 3,294.60	\$ 3,294.60
1	NEMA SS 48" x 36" Back-Plate	Hoffman	\$ 471.71	\$ 471.71
2	Schlage Lock & Hasp Set	Schlage	\$ 146.00	\$ 292.00
6	Din Rail	Phoenix	\$ 8.70	\$ 52.20
2	Edco Surge Protector	EDCO	\$ 72.91	\$ 145.82
2	Edco Surge Protector HSP12BT-1	EDCO	\$ 136.78	\$ 273.56
1	Belden 12 Port Patch Panel Loaded	Belden	\$ 255.00	\$ 255.00
1	NEMA SS 36" x 30"	Hoffman	\$ 2,493.75	\$ 2,493.75
1	NEMA SS 36" x 30" Back-Plate	Hoffman	\$ 262.88	\$ 262.88
2	NEMA 4X Mounting	Fastenal	\$ 225.00	\$ 450.00
4	8 Port ISW Switches	Extreme	\$ 2,106.26	\$ 8,425.04
4	8 Port ISW Switches 5 AHR Warranty	Extreme	\$ 990.00	\$ 3,960.00
8	16804 Power Supplies	Extreme	\$ 552.51	\$ 4,420.08
8	High Temp SFP's	Extreme	\$ 381.17	\$ 3,049.36
8	Power Cords	Extreme	\$ 27.00	\$ 216.00
8	Power Pig Tail	Extreme	\$ 11.00	\$ 88.00
4	8 Port ISW Switches (Spare)	Extreme	\$ 2,106.26	\$ 8,425.04
4	8 Port ISW Switches 5 AHR Warranty (Spare)	Extreme	\$ 990.00	\$ 3,960.00
4	16804 Power Supplies (Spare)	Extreme	\$ 552.51	\$ 2,210.04
4	High Temp SFP's (Spare)	Extreme	\$ 381.17	\$ 1,524.68
4	Power Cords (Spare)	Extreme	\$ 27.00	\$ 108.00
4	Power Pig Tail (Spare)	Extreme	\$ 11.00	\$ 44.00
2,000	Cat 6 OSP Cable	Belden	\$ 0.56	\$ 1,120.00
1	Bucket of Pull String	Greenlee	\$ 64.00	\$ 64.00
1	12 Port Patch Panel	Belden	\$ 78.00	\$ 78.00

24	Cat 6 Jack's (Panel)	Belden	\$	9.91	\$	237.84
14	Cat 6 Jack's (Station)	Belden	\$	10.91	\$	152.74
14	Cat 6a Patch Cable 3 foot Station Surge	Belden	\$	5.99	\$	83.86
14	Cat 6a Patch Cable 5 foot Station to Device	Belden	\$	8.66	\$	121.24
14	Cat 6a Patch Cable 7 foot Communication	Belden	\$	10.12	\$	141.68
88	Patch Cord Flags	Panduit	\$	0.30	\$	26.40
7	Biscuit Boxes 1 Port White	Belden	\$	3.68	\$	25.76
2	Roll of 3M Double Stick	3M	\$	7.91	\$	15.82
2	Misc. SS Mounting Hardware (Interior)	Morse/Fastenal	\$	21.00	\$	42.00
1	Control Wire 18/10 Gate Arms	Belden	\$	199.00	\$	199.00
1	Roll of Mule Tape	Neptco	\$	212.00	\$	212.00
2	Roll's of Electrical Tape	3M	\$	3.00	\$	6.00
3	Roll of Velcro CMR Black 3/4"	VC USA	\$	24.21	\$	72.63
2	Roll of Laser Label's	Ryno	\$	12.00	\$	24.00
2	Patch Panel Label's	Fire House Label's	\$	9.00	\$	18.00
4	SS Unistrut & Endcaps	Graybar	\$	78.00	\$	312.00
4	SS 3/8 All Thread	Graybar	\$	57.89	\$	231.56
2	SS Fixings	Graybar	\$	150.00	\$	300.00
1	Roll of Black Zip Ties	Panduit	\$	13.00	\$	13.00
1	As-Builds & Test Results	Morse T.E	\$	175.00	\$	175.00
2	Scissor Lift Rental Per Month	Morse / UR	\$	1,209.00	\$	2,418.00
8	Bird Spike Kits	Axis	\$	19.00	\$	152.00
8	Seal Tight Kit's	Graybar	\$	23.45	\$	187.60
1	Axis Q3819-PVE 14MP Panoramic Camera	Axis	\$	2,161.00	\$	2,161.00
1	TQ3101-E Pendant Kit	Axis	\$	144.00	\$	144.00
1	T91G61 Wall Mount	Axis	\$	222.00	\$	222.00
1	T91B57 Pole Mount	Axis	\$	148.00	\$	148.00
1	Banding, Mounting Hardware	Graybar	\$	150.00	\$	150.00
8	Weather-Proof	Axis	\$	1.49	\$	11.92
7	Surge Protector's	LCOMM	\$	68.00	\$	476.00
	Material Cost:				\$	54,847.41
	Labor Cost:				\$	20,898.00
	Subtotal:				\$	75,745.41
	Profit, Over-Head & Mark Up 10%:				\$	7,574.54
	Material Tax 7%:				\$	3,839.32

Total Cost:

\$ 87,159.27

Thank you,

Jason Bowman. PM.
jbowman@morsecom.com
www.morsecom.com
 Cell 321-243-9918





235 West Drive
Melbourne, FL 32904
321-253-5556 Phone
321-253-5176 Fax
kcf@cfl.rr.com

February 21, 2023

Ivey's Construction
4060 N. Courtenay Parkway
Merrit Island, FL 32953

RE: CT-10 Entrance, Exit & Expansion
Per Civil Drawings Dated 07/16/2021 By Allen Engineering, Inc.

CT-10 Sheet 108 Entrance

Quantity	Item	Price	Sub-Total
1	LS Mobilization	\$4,250.00	\$4,250.00
2	EA Inlet Protection	\$350.00	\$700.00
207	SF Demo Asphalt	\$6.90	\$1,428.30
207	SF Demo Base	\$6.90	\$1,428.30
250	LF Saw Cutting	\$6.25	\$1,562.50
30	SY 2" Asphalt	\$75.50	\$2,265.00
30	SY Prime	\$5.50	\$165.00
30	SY Concrete Base	\$125.35	\$3,760.50
30	SY Subgrade	\$50.75	\$1,522.50
207	SF Concrete Island	\$65.50	\$13,558.50
3	EA Bollards	\$2,120.00	\$6,360.00
1	LS Stripes & Signs	\$5,593.00	\$5,593.00
1	LS Traffic Control (no night work)	\$3,175.00	\$3,175.00
1	LS Layout & As-builts	\$4,290.00	\$4,290.00
1	LS Sweep & Clean Up	\$1,975.00	\$1,975.00
1	LS Supervision	\$2,850.00	\$2,850.00
1	EA Temp Base	\$1,950.00	\$1,950.00
20	LF "F" Curb	\$193.43	\$3,868.60
32	SF Concrete Around Handholes	\$63.75	\$2,040.00
		Total CT-10 Entrance:	\$62,742.20

CT-10 Sheet 109 Exit

Quantity	Item	Price	Sub-Total
1	LS Mobilization	\$4,250.00	\$4,250.00
2	EA Inlet Protection	\$350.00	\$700.00
160	SF Demo Concrete	\$5.50	\$880.00
1260	SF Demo Asphalt	\$6.90	\$8,694.00
1260	SF Demo Base	\$6.90	\$8,694.00
375	LF Saw Cutting	\$6.25	\$2,343.75
140	SY 2" Asphalt	\$75.50	\$10,570.00
140	SY Prime	\$5.50	\$770.00
140	SY Concrete Base	\$125.35	\$17,549.00
140	SY Subgrade	\$52.75	\$7,385.00
468	SY Concrete Island	\$37.25	\$17,433.00
3	EA Bollards	\$1,932.00	\$5,796.00
1	LS Stripes & Signs	\$4,250.00	\$4,250.00
1	LS Traffic Control (no night work)	\$4,950.00	\$4,950.00
1	LS Layout & As-builts	\$4,104.00	\$4,104.00
1	LS Sweep & Clean Up	\$2,950.00	\$2,950.00
1	LS Supervision	\$4,750.00	\$4,750.00
1	EA Temp Base	\$1,900.00	\$1,900.00
		Total CT-10 Exit:	\$107,968.75

CT-10 Entrance Expansion

Quantity	Item	Price	Sub-Total
1	LS Mobilization	\$4,250.00	\$4,250.00
2	EA Inlet Protection	\$375.00	\$750.00
400	SY Demo Asphalt	\$6.90	\$2,760.00
400	SY Demo Base	\$6.90	\$2,760.00
450	FT Saw Cutting	\$6.25	\$2,812.50
1000	SY 2" Asphalt	\$33.95	\$33,950.00

1150 SY	Prime	\$5.50	\$6,325.00
1150 SY	Tack	\$5.50	\$6,325.00
1150 SY	8" Base	\$22.48	\$25,852.00
1150 SY	12" Stabilized Subbase	\$20.48	\$23,552.00
186 CY	Strip Grass	\$9.50	\$1,767.00
800 CY	Excavate & Haul	\$6.50	\$5,200.00
356 FT	Demo Curb	\$5.50	\$1,958.00
125 SF	Demo Sidewalk	\$1.50	\$187.50
1 EA	Demo Flume	\$550.00	\$550.00
238 FT	Demo Fence	\$6.50	\$1,547.00
1 LS	Stripes & Signs	\$6,500.00	\$6,500.00
1 LS	Layout & As-Builts	\$7,500.00	\$7,500.00
1 LS	Sweep & Clean	\$4,100.00	\$4,100.00
1 LS	Supervision	\$5,750.00	\$5,750.00
1 LS	Traffic Control (no night work)	\$5,920.00	\$5,920.00
Total CT-10 Entrance Expansion:			\$150,316.00

Total Proposal: \$321,026.95

Proposal Exclusions:

Permits, fees, testing. Impact fees, tap fees, removing and replacing unsuitable materials, rock excavating, relocating conflicting utilities (any utility within 6" horizontally or vertically of work area) clearing line (for establishing clearing limits), seed and mulching, sod, layout and engineering, certified as-builts, sewer, water, storm drainage, bonds, fire line (if applicable), NPDS monitoring. clearing line (for establishing clearing limits), seed and mulching, sod, layout and engineering, certified as-builts, sewer, water, storm drainage, bonds, fire line (if applicable), NPDS monitoring. H/C Ramps (standard tactical surface)

Upon acceptance of our proposal the Owner must provide at least (4) sets of "Approved for Construction" drawings and CAD file.
Erosion control includes only what is listed on the proposal.
Proposal includes daytime work only (if applicable)

The above prices will be honored for (30) days. We will only guarantee prices when the project is completed within (90) days due to the fact that suppliers will no longer guarantee their prices. Due to the extremely volatile market of oil prices, this project could be effected. If oil prices increase during the course of this project, we will issue a change order to that effect.

All precast for curb inlets must be 15" +/- 2". Any additional will be charged @ \$250.00 per foot, 1' being the minimum.

KCF Site Development will submit an invoice for work completed by the 25th of every month. Payment to be made by the 10th of the following month. Payments not made in full by the 10th of each month, a finance charge of 1.5% will be added to the invoice amount.



**CANAVERAL PORT AUTHORITY
Cruise Parking System Upgrades
Ivey's Construction, Inc., PN-21-010
CHANGE ORDER # 3**

Contract Total To Date **FROM:** \$2,370,476.84
JL : 1130-21018, PO: P-127770

Item 1 CT10 Cruise Parking Upgrades **INCREASE:** \$1,088,701.00
NEW CONTRACT TOTAL: \$3,459,177.84

GENERAL: No changes other than those listed above are authorized. In WITNESS WHEREOF, the parties hereto set their hands and seals this 1st day of March, 2023.

Inclusion of the Change Order # 3

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

CANAVERAL PORT AUTHORITY

Ivey's Construction, Inc., PN-21-010

BY: _____
Kevin P. Markey, Chairman

BY:
Title: Kevin W. Ivey, President

Attest: _____
Adm. Wayne Justice
Secretary/Treasurer

Attest:
Title: Project Coordinator

Ivey's Construction, Inc.

4060 N. Courtenay Pkwy • Merritt Island, FL 32953 • CGC 038685 • (321) 453-3812 • FAX: 459-0398

February 22, 2023

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

Reference: Port Canaveral Parking Access and Revenue Control System (PARCS) Modifications for FLASH System at Cruise Terminal 10

Subject: Guaranteed Maximum Price Proposal (GMP)

Patrick:

Ivey's Construction, Inc. respectfully submits the following GMP for the Port Canaveral Parking Access and Revenue Control System (PARCS) change to FLASH, located at Cruise Terminal 10. This GMP price is in accordance with Ivey's Construction 2023 Management at Risk Services Landside for Continuing Construction Services Contract.

This GMP is based on:

- Drawings titled "Cruise Terminal 10, Engineering Site Plan Entrance and Site Plan Exit, sheets C-108 and C-109, dated 7/16/2021, by Allen engineering, Inc.
- Drawings titled "Cruise Parking System Upgrades, 6 sheets (T-001, T-10.00, T-10.01, T-20.01, T-20.02, T-20.03), dated 8/26/2022, by Premier Engineering group, LLC.
- Drawings titled "Port Canaveral CT-10, 8 sheets (T1, CT1-, CT1—1, CT10-2, CT10-3, CT10-3A, CT10-4, CT10-4A), dated 8/8/2023, by FLASH, that were marked up by TLC Engineering Solutions on 8/26/2023, for electrical scope.
- Drawing titled "CT10 Entrance Expansion, Option 1", 1 sheet, provided by the Canaveral Port Authority, on 2/8/2023.

Total 10% Design Phase GMP **\$1,088,701.00**

Scope consists of:

- Civil, Communications, and Electrical Design.
- Demolition of concrete, asphalt, flume, and fence.
- New Concrete islands, and curb.
- New base, tack, and 2" asphalt.
- Furnish and install new bollards. Six (6) Ea.
- Asphalt / concrete cutting and patching for conduit pathways.
- LPR circuitry, and LV pathways.
- Low voltage, switches, and NEMA enclosures.
- Relocation of CT-10 monument sign.

(Scope description continued)

- Removal of two (2) parking lot light fixtures.
- Furnish and install new forklift gate by CT-10 exit. Gate to be 4' tall aluminum chain link cantilever, with Hysecurity slide driver 15. Two (2) pad mounted pedestals, with two (2) key switches for access control.
- Fence relocation.
- Maintenance of traffic.
- Material testing by 3rd party firm.
- Survey and layout.
- Builder's risk.
- Performance and payment bond.
- Supervision.
- This scope is assumed to be issued by way of Change Order to Ivey's existing CM Continuing Services Contract at Cruise Terminal 1.

Exclusions:

- FLASH System furnish and/or install cost.
- Transcore equipment.
- Any Surface lots not within the parking garage footprint.
- Management and/or general requirements for FLASH while they install their new PARCS system.
- Re-installation of two (2) existing light poles that need to be removed due to CT-10 entrance widening. Ivey's assumes that these poles are no longer needed.
- Furnish or installation of camera poles and/or cameras (by FLASH).
- Any structure used for mounting PARCS equipment.
- Removal, disposal, or replacement of unsuitable materials if found.
- Abatement or removal of any unforeseen hazardous material if found.
- Premium time / holiday time.

This pricing is valid for a period of 30 calendar days.

Thank you,
IVEY'S CONSTRUCTION, INC.



Christian Dufresne
Estimator



**Port Canaveral Parking Access and Revenue Control System (PARCS)
change to Flash, Cruise Terminal 10
GMP- 10% Design Phase**

Date: February 22, 2023

Line	Div	Activity/Scope	Breakdown		Division Totals
1	01	General Requirements			\$99,278
2			Rate	Hours	
3		Supervisor	\$55.59	480	\$26,683
4		Project Engineer	\$51.73	240	\$12,415
5		Construction Trailer			\$450
6		Temporary Protection			\$7,500
7		MOT Allowance			\$4,500
8		Drinking Water			\$150
9		Safety			\$1,000
10		Cell Phone and Internet			\$630
11		Dumpster and Fees			\$2,400
12		Concrete Washout			\$1,800
13		Temporary Toilets and Hand Washes			\$3,150
14		Progress Cleaning and Maintenance			\$10,000
15		Fuel for Company Vehicles			\$2,700
16		Drawing Reproductions			\$1,200
17		Procure Management			\$1,300
18		Builders Risk Insurance			\$5,000
19		Insurance (Gen Liability, Excess)			\$4,400
20		Small Tools & Supplies			\$3,000
21		Material Testing			\$5,000
22		Re-Install Fence			\$6,000
23	00	Design			\$39,605
24		Civil			\$24,930
25		Electrical			\$5,875
26		Communications			\$8,800
27	03	Concrete			\$7,500
28		Misc Cut and Patch Allowance			\$7,500
29	10	Specialties			\$47,592
30		Safety Yellow 5' Rotating Gates, QTY 3ea.			\$10,000
31		CT-10 Cantilever Gate			\$30,000
32		Monument Sign Relocation			\$7,592
33	26	Electrical			\$142,238
34		CT-10 Garage Entry/Exit			\$142,238
35		Subcontractor Bond (Chrome)			Inc in line 38
36	27	Communications			\$187,970
37		CT-10 Garage Entry/Exit			\$179,744
38		Subcontractor Bond (Morse Communications)			\$8,226
39	32	Exterior Improvements			\$333,021
40		CT-10 Garage Entry/Exit and Widening			\$321,027
41		Subcontractor Bond (KCF Site Development)			\$4,494
42		Misc Cut and Patch Allowance - Asphalt			\$7,500
43		Column Subtotals			\$857,204
44		Overhead	10%		\$85,720
45		Subtotal			\$942,925
46		Fee	5%		\$47,146
47		Subtotal			\$990,071
48		Contractors DB Contingency	10%		\$85,720
49		Subtotal			\$1,075,791
50		DB Bond	1.2%		\$12,909
51		Cruise Terminal 10, 10% Design Phase GMP			\$1,088,701

ALLEN ENGINEERING, INC.

CIVIL ENGINEERS • SURVEYORS

106 Dixie Lane • Cocoa Beach, FL 32931 • Tel: 321-783-7443 • Fax: 321-783-5902 • www.AllenEng.net

Mr. Rocky Johnson
Ivey's Construction, Inc.
4060 N. Courtenay Parkway
Merritt Island, FL 32953

February 22, 2023

Re: CPA: PARCS – FLASH Parking Systems Modifications – Engineering and
Surveying Services at Cruise Terminal 10

Dear Mr. Johnson:

Thank you for the opportunity to offer this proposal to provide the following services required on the above referenced project for the listed fees.

Project:

The project shall consist engineering and surveying services to aid in the conversion of the parking payment system modifications at the Canaveral Port Authority's parking facilities at Port Canaveral, Florida.

ENGINEERING/SURVEYING SERVICES \$24,930.00

The project consists of engineering and surveying services for the parking payment system modifications at the Cruise Terminal #10 entrance and exit, including the road widening (CPA – Option 1) at the entrance. We will perform the following services:

- a. Pre-design surveying services as needed to finalize the site/civil drawings for the new parking payment systems at the entry/exit features.
- b. Meetings and other communications with both the Client and the Project Owner.
- c. Develop 100% Construction Documents for the conversion of the parking payment systems at the locations mentioned above, including road widening at the entrance.
- d. Submit permit modification to the Florida Department of Environmental Protection for the additional impervious area generated by the entrance widening.
- e. Construction Staking and As-Built surveying services for the civil site improvements related to the parking payment systems.
- f. Construction Administration Services including attending a pre-construction conference, approving shop drawings, making limited site visits to check progress, reviewing final as-built surveys, and preparing final certifications at completion of construction.

Re: CPA: PARCS – FLASH – Parking Systems Modifications at CT10

We have prepared this proposal based on the following assumptions and conditions:

- A. Any application fees, soil testing fees, printing fees, or express mail charges are a direct expense to the client and are not a part of this proposal.
- B. Unforeseen conditions will be brought to the attention of the client and a change order will be prepared prior to the continuation of work by AEI.
- C. Submittal to reviewing agencies does not guarantee permit issuance.
- D. Fee does not include environmental permitting related to wetland, surface water impacts, or endangered species.
- E. Fee does not include a traffic impact study or an environmental impact study.
- F. Fee does not include landscape and/or irrigation design.
- G. An approved site plan shall be provided by the client in autocad format.
- H. All construction drawings will be prepared in AutoCAD format (2018 or later).
- I. Services are based on a one time layout per task, with minor re-stakes. Minor re-stakes are defined as less than one hour of crew time if crew is already on site.
- J. Areas on site will be accessible, construction equipment obstructions at a minimum, and crews will be able to move about freely to complete work in a reasonable manner.
- K. Fee does not include legal descriptions or dealings with government agencies.
- L. Any items not listed above will be done on an hourly basis or previously determined lump sum.

Any additional work that is required over and above the items previously listed, it will be done on an hourly basis at the following listed rates. These rates will be good for one (1) year from the proposal date.

Engineering Principal	\$175.00 per hour
Registered Surveyor	150.00 per hour
Project Manager	160.00 per hour
Survey Crew	160.00 per hour
Project Engineer	130.00 per hour
Design Engineer	110.00 per hour
Survey Technician	110.00 per hour
CAD Specialist	95.00 per hour
Administrative Technician	75.00 per hour

Terms and Conditions:

Access to Site: Unless otherwise stated, Allen Engineering, Inc. (AEI) will have access to the site for activities for the performance of the services. AEI will take

Re: CPA: PARCS – FLASH – Parking Systems Modifications at CT10

precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Defects in Service: The Client shall promptly report to AEI any defects or suspected defects in AEI's services of which the Client becomes aware, so that AEI may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontractors at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Client's contractors or subcontractors to notify AEI shall relieve AEI of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Dispute Resolution: Any claims made during surveying between the Client and AEI shall be submitted to non-binding mediation. The client and AEI agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billing / Payments: Invoices for AEI's services shall be submitted, at AEI's option, either upon completion of such services or on a monthly basis based on the number of hours spent on the project at the listed rates. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, AEI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late payments: Accounts unpaid 30 days after the invoice may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless AEI, his or her officers, directors, employees, agency and sub-consultants, from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the negligent acts, errors or omissions, or willful misconduct of AEI.

Certifications, Guarantees and Warranties: AEI shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence AEI cannot ascertain. The Client also

Mr. Rocky Johnson
Ivey's Construction, Inc.

February 22, 2023

Re: CPA: PARCS – FLASH – Parking Systems Modifications at CT10

agrees not to make resolution of any dispute with AEI or payment of any amount due to AEI in any way contingent upon AEI's signing any such certification.

Limitation of Liability: In recognition of the relative tasks, rewards and benefits of the project to both the Client and AEI, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, AEI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$50,000.00 or contract amount, whichever is less. Such causes include, but are not limited to, AEI's negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.

Termination of Services: This agreement may be terminated at any time by AEI or the Client should the other party fail to perform its obligations hereunder. In the event of termination, the Client shall pay AEI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents: All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by AEI as instruments of service shall remain the property of AEI. AEI shall retain all common law, statutory and other reserved rights, including, without limitations, the copyrights thereto.

If the above offer meets with your approval, please return a notice to proceed and a purchase order for our files. We appreciate the opportunity to submit this proposal for your project. If you have any questions, please feel free to contact me.

Very truly yours,



Michael S. Allen, P.E.
Allen Engineering, Inc

OFFER ACCEPTED: _____

DATE: _____



February 21, 2023

Mr. Christian Dufresne
Project Engineer
Ivey's Construction, Inc.
4060 N Courtenay Pkwy
Merritt Island, FL 32953
Delivered via email: cdufresne@iveycon.org

**Re: CPA Parking Payment System Upgrades – CT10
Professional Engineering Services Proposal**

Dear Christian:

TLC Engineering Solutions, Inc. (TLC) is pleased to submit the following proposal to provide engineering services for the above referenced project. We appreciate your consideration and look forward to working with you and your design team on this project.

PROJECT SCOPE

We understand the project is to consist of Cruise Terminal 10 updates / changes located in Port Canaveral, Florida. TLC's proposal is based on information provided during site visit on June 21, 2022. Generator backup – TLC will confirm that the existing generator is connected to the existing and new parking pay system equipment. Where the existing equipment is not a generator power and for new installations, design of generator power will be included. More specifically the project scope includes the following per email dated June 22, 2022 and phone call on February 21, 2023 ("equipment" as described below pertains to ticket kiosk, gate arm, Sun-Pass/E-Pass AVI infrastructure, which requires 120-volt power per lane):

1. CT-10 Entry & Exit Pavilions – upgrade existing equipment

BASIC SCOPE OF SERVICES

Basic Scope of Services shall be as outlined in AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant, Article 3. TLC shall provide professional engineering and design services for:

- a. Electrical Engineering including empty conduits and boxes for voice/data, access control and, CCTV

TLC anticipates submittals at the following design stages:

- 60% Construction Documents
- 90% Construction Documents
- 100% Construction Documents

All submittals are anticipated to be electronic. Reproduction shall be performed by **Ivey's Construction, Inc.** or compensated as a reimbursable expense.

Up to three (3) design review or coordination meetings are included in TLC's proposed work scope.

We understand that this is a Design Build Contract in partnership with Canaveral Port Authority (CPA). Due to potential for unforeseen circumstances, it must be recognized that design modifications may occur during the design and construction process which may result in increases or decreases in actual construction cost, and that it is impossible to foresee or anticipate every design issue until the design work is completed. Therefore, it is an important that a reasonable allowance or contingency be included in the bid to accommodate any changes in design as developed for this proposal.

PROPOSED CONSTRUCTION PHASE SERVICES

Construction Phase Services provided for this project shall include:

1. Response to bidder questions.
2. Response to local permitting officials' comments.
3. Response to Contractor's Request for Information (RFI) during the construction period.
4. A total of three (3) site visits to become generally familiar with the progress and quality of the construction work in order to determine if the work is being performed in general accordance with the construction documents.

INFORMATION TO BE FURNISHED BY THE CONTRACTOR

In addition to Contractors' Responsibilities defined in AIA Document C401 – 2017 Edition – Standard Form of Agreement Between Architect and Consultant, Article 5, specific information, and material that impacts the design shall be provided to TLC as shown in Attachment A.

ADDITIONAL SERVICES

Additional services, when requested in writing by Ivey's Construction, Inc., shall be performed at TLC's standard hourly rates. Additional Services are as defined in AIA Document B101 – 2017 Edition – Abbreviated Standard Form of Agreement Between Owner and Architect, Article 4. Additional Services also include those items shown in Attachment B. TLC shall submit the estimated additional services cost for approval and authorization prior to proceeding with a design.

FEE

We propose to provide the above-described basic scope of services for a lump sum based on the following schedule:

Lump Sum – Construction Documents:	\$4,250.00
Lump Sum – Construction Admin	\$1,625.00
Remaining Total:	\$5,875.00

Fees are inclusive of conventional reimbursable expenses. Conventional reimbursable expenses include routine travel, express mail, photography, and plotting for coordination and submittals as noted above. Nonconventional expenses including unanticipated travel or reproduction expenses to be reimbursable at 1.1 times direct cost.

Billing will be monthly, based upon percentage of services completed and reimbursable expenses. Payment is due within fifteen (15) days of receipt of payment from client.

Mr. Christian Dufresne
February 21, 2023
Page 3


If our proposal is acceptable, your signature below will confirm TLC's authorization to proceed. Retain one copy and return one copy to TLC at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received by your firm from the client. Alternatively, we can enter into a contract agreement using AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant.

We look forward to your favorable selection of TLC and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments.

Sincerely,

TLC Engineering Solutions, Inc.


Bill A. Nance, RCDD, OSP
Associate / Electrical Project Manager


Gary C. Krueger, PE, CM, LEED AP BD+C
Vice President / Executive Director

Ivey's Construction, Inc.

By: _____

Print Name and Title

Date: _____

Attachments

ATTACHMENT A

INFORMATION TO BE FURNISHED BY THE CONTRACTOR

Professional Engineering Services Proposal

1. Copy of Owner-Contractor Agreement.
2. Updated, CAD-generated pre-bordered base sheets, site plans, life safety plans, elevations, building sections, reflected ceiling plans and architectural floor plan backgrounds, complete with room names, numbers and rated or special wall construction, will be provided by the Architect during the course of the design (TLC standard is REVIT).
3. Civil, site drawings and surveys, indicating all underground and overhead mechanical, plumbing and electrical site utilities, which may affect design.
4. Catalog cut sheets for Owner-furnished equipment and equipment requiring mechanical, plumbing, or electrical connections. Cut sheets shall indicate all utility connection requirements, utility consumption and heat rejection, including information on any system with special clearance requirements.
5. Geotechnical report of subsurface soils conditions with recommendations for foundations and site preparation.
6. Reliable existing construction design drawings. Extensive field verification of existing systems is not anticipated or included in proposed work scope.
7. Contractor will provide access control and CCTV device location.

ATTACHMENT B
ADDITIONAL SERVICES
Professional Engineering Services Proposal

1. AIA Document B101-2017 Edition – Standard Form of Agreement Between Owner and Architect, Article 3, and AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant, Article 5.
2. Collaboration for Revit (C4R or BIM360) or related cloud-based applications are not included in TLC proposed scope. Any required C4R or BIM360 or related collaboration software requirements to be negotiated on an individual basis.
3. Construction site visits or attendance at design review meetings, as requested by the Owner or Architect, in excess of site visits per discipline as defined in our proposal.
4. Value Engineering meetings and subsequent engineering or design revisions to incorporate extensive accepted value engineering items, including changes to system design after construction documents have been completed.
5. Significant revisions to the program, design philosophy or Architectural plans after 100% Design Development approval, or to systems selected following schematic phase, and which result in redesign expenses.
6. Extensive phasing of project including development of multiple permitting packages.
7. Electrical Circuit Breaker Coordination Study.
8. Document reproduction beyond those required for in-house coordination and submittals as outlined above.
9. Design of currently unidentified specialty electrical systems, including but not limited to: low voltage systems, specialty lighting, CCTV security, audio/visual, video conference system, commercial and retail tenant's point of sale, telephone/data/video, paging/PA system and security, alarm/access control systems. (Design of empty conduit systems is included).
10. Design of site features and amenities outside of building footprint and not directly attached to the building.
11. Development of "as-built" or record drawings.
12. Detailed cost estimating services.
13. Design of Distributed Antenna System (DAS) or In-building Public Safety Radio Enhancement Systems.



February 15, 2023

Christian Dufresne, Project Engineer
Ivey's Construction, Inc.
060 N Courtenay Pkwy
Merritt Island, FL 32953

Subject: Professional Engineering Services Proposal
CT-10 Flash Parking Upgrade
Telecommunications Design Services

Mr. Dufresne,

Our scope of work for telecommunications **design** services for the **Flash Parking Upgrade Project** includes drawings to modify and/or add to the existing *structured cabling systems* for Canaveral Port Authority (CPA) fiber infrastructure, CCTV layout and infrastructure for the parking systems at **two (2) different locations at CT-10 and relocation of digital signage**. Construction drawings and specifications will be provided for the communications infrastructure required for this project. We will coordinate new technology related requirements with the new parking system requirements. Our scope of work is limited to design services at the following sites:

- CT-10 Entry
- CT-10 Exit
- CT-10 Digital Sign

Our *lump-sum* breakdown (per lot) fees are as follows:

CT-10 Entry	\$2,000.00
CT-10 Exit	\$2,000.00
CT-10 Digital Sign	\$800.00
Each site visit:	\$2,000.00 (2 included in total fee)

Our *lump-sum* total design fee is as follows:

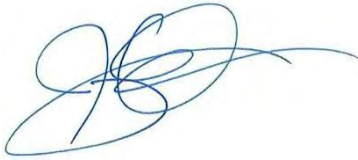
Total Telecommunications Design: \$8,800 USD

This fee include design drawings and specifications as previously described. The fee also includes submittal review, weekly online tag-up meetings and a **two** site visits to for site observations during construction. The systems will be designed in accordance with the Florida Building Codes, Canaveral Port Authority Standards and all other applicable codes and standards.

If additional services are required, we expect to be compensated on an hourly fee, based on our standard hourly rates. Any additional travel required for inspections or on-site meetings beyond the one included trip will be billed separately as additional services to cover travel expenses and travel time based on our standard hourly rates. *This fee is based on the professional liability coverage of \$2,000,000 that we currently maintain. If additional insurance coverage is required beyond this amount, additional services will be required to cover the policy cost increase.*

Thank you, we look forward to working with you and the entire project team.

Best Regards,



PREMIER ENGINEERING GROUP, LLC
Jeremy J. Oksanen, RCDD
Principal, Member LLC



ART-KRAFT SIGN COMPANY, INC. PROPOSAL

QUALITY SIGNAGE SINCE 1968

2675 KIRBY CIRCLE, PALM BAY, FL. 32905 · PH 321.727.7324 · FX 321.951.2466 · WWW.ART-KRAFT.COM

Proposal Submitted To:

Ivey's Construction
4060 N. Courtenay Pkwy
Merritt Island, FL 32953

Contact Name

Rocky Johnson, VP Ivey's Con. Inc.

Date

02.10.2023

Phone

321.403.3071

Sales Person

Fax

Designer

E-mail

rjohnson@iveycon.org

Design #

Job Name & Location

Port Canaveral
Cruise Terminal 10
Cape Canaveral FL.

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

Seven thousand five hundred ninety one dollars and sixty five cents

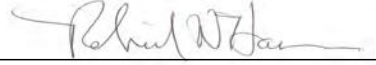
\$7,591.65

Payment to be made as follows:

Deposit of 50% down \$

Balance due upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature 
Robert Harper

We hereby submit specifications and estimates for:

AKS to supply all labor and materials to remove, and relocate existing 15' tall x 6' wide terminal 10 sign nearby. Electrical feed by others, will make electrical connection if power in within 6' of sign.

Price: \$ 7,095.00 SALES TAX OF \$496.65 = \$7,591.65

*Notes: Permit cost, notice of commencement, structural engineering, cost to obtain to be billed as extra if needed. Primary electric to sign by others, not included. Customer will have their electrician pull electrical permit for final connection to sign if needed.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN FROM US IF NOT ACCEPTED WITHIN 30 DAYS

1. All signage to remain property of Art-Kraft Sign Company, Inc. until paid in full. The Client/Buyer agrees to pay all cost in the event of default of payment by the Client/Buyer, including a reasonable attorney's fee.
2. The Client/Buyer hereby grants Art-Kraft Sign Company, Inc. the right of entry into and on the property of the Client/Buyer for the purpose of retaking possession of the signage in the event of default.
3. Any payments not timely received by Art-Kraft Sign Company, Inc. shall bear interest from the due date at the rate of 18% per annum until paid in full.
4. Primary electric to signs by others. Primary electric not included in price.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature

Date

February 21st, 2023

Christian Dufresne, Project Engineer
 Ivey's Construction
 4065 N Courtney PKWY
 Merritt Island, FL 32953



RE: Proposal Summary for CPA-FLASH Parking System Upgrades 30% Drawings CT-10

Christian,

Morse Communications, Inc. is happy to provide you quotes for Four Hundred Nineteen Thousand Five Hundred Three Dollars and Ninety Six Cents for the scope of work & material supporting CPA-FLASH Parking System Upgrades. Below is a breakout by location and category.

Option #	Location Name	Morse Cost Break out by Category	Morse Quote Amt
19	Cruise Terminal #10 Garage Entry	Low Voltage, Switches, & NEMA's: \$ 92,585.12 Electrical Work & Conduit Pathway's: \$ 69,678.00	\$ 162,263.12
20	Cruise Terminal #10 Garage Exit	Low Voltage, Switches, & NEMA's: \$ 87,159.27 Electrical Work & Conduit Pathway's: \$ 59,678.00	\$ 146,837.27
22	CT10 Small Employee Lot	Low Voltage, Switches, & NEMA's: \$ - Electrical Work & Conduit Pathway's: \$ 72,036.00	\$ 72,036.00
23	CT10 Employee Lot	Low Voltage, Switches, & NEMA's: \$ - Electrical Work & Conduit Pathway's: \$ 17,260.00	\$ 17,260.00
24	CT 10 Demo 2-Light Poles Add Option	Low Voltage, Switches, & NEMA's: \$ - Electrical Work & Conduit Pathway's: \$ 12,882.00	\$ 12,882.00
25	Payment & Performance Bond	\$ 8,225.57	\$ 8,225.57

Grand Total All Locations: \$ **419,503.96**

Total Value: \$330,207.96

Thanks,

Jason Bowman. PM.
jbowman@morsecom.com
www.morsecom.com
 Cell 321-243-9918



February 21, 2023

Christian Dufresne, Project Engineer
Ivey's Construction
4065 N Courtney PKWY
Merritt Island, FL 32953



RE: Cruise Terminal #10 Garage Entry 30% Design

Christian,

Morse Communications, Inc. is happy to provide you a quote for Eighty Seven Thousand One Hundred Fifty Nine Dollars and Ninety Seven Cents for the scope of work & material supporting CPA FLASH Parking System Upgrades as listed below.

<u>Option</u>	<u>System</u>	<u>Excludes</u>	<u>Provided By</u>		<u>Total Cost</u>
#19	Low Voltage & LPR Camera's	Switch Configuration/Transcore	Morse	\$	92,585.12

Scope of Work

- A) Remove existing Pay station Comms equipment & turn over to owner.
- B) Remove existing Pay station Cameras & turn over to owner.
- C) Demolish existing pay station communications cable back to source.
- D) Demolish existing CPA NEMA & Replace with New 36x30 White NEMA.
- E) Demolish existing NEMA equipment & return to CPA.
- F) Protect existing communications pathways for re-use.
- G) Re install new equipment in New NEMA to latest CPA specifications.
- H) Provide new Cabling for Four (4) Smart Kiosks to New NEMA.
- I) Provide new Cabling for Four (4) Barrier Gates to Smart Station Kiosks.
- J) Provide new Cabling for Four (4) LPR Cameras to existing NEMA.
- K) Provide new Cabling for (1) CPA Camera to New NEMA.
- L) Provide new 48x36 White NEMA for Transcore Built out to Specs on Sheet T-20.03.
- M) Provide new Cabling from Transcore NEMA to New CPA NEMA.
- N) All Testing & Labeling to latest CPA Standards.
- O) All LPR Cameras & Poles provided & installed by others.
- P) Morse will pull back existing fiber from Monument Sign for move.
- Q) Morse will demolish existing NEMA & Hardware & Turn over to CPA.
- R) Morse will extend Fiber and re pull to new sign location.
- S) Morse will re install NEMA at new sign location.

Material List

<u>Quantity</u>	<u>Description</u>	<u>Manufacturer</u>		<u>Unit Cost</u>		<u>Total Cost</u>
4	Duct Seal 3 Pounds	3M	\$	19.90	\$	79.60
4	Finger-Duct	Panduit	\$	29.00	\$	116.00
150	#8 Ground-Wire #8 AWG	General	\$	0.74	\$	111.00
2	Bus-Bar Kit	General	\$	188.00	\$	376.00
1	NEMA SS 48" x 36"	Hoffman	\$	3,294.60	\$	3,294.60
1	NEMA SS 48" x 36" Back-Plate	Hoffman	\$	471.71	\$	471.71
2	Schlage Lock & Hasp Set	Schlage	\$	146.00	\$	292.00
6	Din Rail	Phoenix	\$	8.70	\$	52.20
2	Edco Surge Protector	EDCO	\$	72.91	\$	145.82
2	Edco Surge Protector HSP12BT-1	EDCO	\$	136.78	\$	273.56
1	Belden 12 Port Patch Panel Loaded	Belden	\$	255.00	\$	255.00
1	NEMA SS 36" x 30"	Hoffman	\$	2,493.75	\$	2,493.75
1	NEMA SS 36" x 30" Back-Plate	Hoffman	\$	262.88	\$	262.88
2	NEMA 4X Mounting	Fastenal	\$	225.00	\$	450.00
4	8 Port ISW Switches	Extreme	\$	2,106.26	\$	8,425.04
4	8 Port ISW Switches 5 AHR Warranty	Extreme	\$	990.00	\$	3,960.00
8	16804 Power Supplies	Extreme	\$	552.51	\$	4,420.08
8	High Temp SFP's	Extreme	\$	381.17	\$	3,049.36
8	Power Cords	Extreme	\$	27.00	\$	216.00
8	Power Pig Tail	Extreme	\$	11.00	\$	88.00
4	8 Port ISW Switches (Spare)	Extreme	\$	2,106.26	\$	8,425.04
4	8 Port ISW Switches 5 AHR Warranty (Spare)	Extreme	\$	990.00	\$	3,960.00
4	16804 Power Supplies (Spare)	Extreme	\$	552.51	\$	2,210.04
4	High Temp SFP's (Spare)	Extreme	\$	381.17	\$	1,524.68

4	Power Cords (Spare)	Extreme	\$	27.00	\$	108.00
4	Power Pig Tail (Spare)	Extreme	\$	11.00	\$	44.00
2,000	Cat 6 OSP Cable	Belden	\$	0.56	\$	1,120.00
1	Bucket of Pull String	Greenlee	\$	64.00	\$	64.00
1	12 Port Patch Panel	Belden	\$	78.00	\$	78.00
24	Cat 6 Jack's (Panel)	Belden	\$	9.91	\$	237.84
14	Cat 6 Jack's (Station)	Belden	\$	10.91	\$	152.74
14	Cat 6a Patch Cable 3 foot Station Surge	Belden	\$	5.99	\$	83.86
14	Cat 6a Patch Cable 5 foot Station to Device	Belden	\$	8.66	\$	121.24
14	Cat 6a Patch Cable 7 foot Communication	Belden	\$	10.12	\$	141.68
90	Patch Cord Flags	Panduit	\$	0.30	\$	27.00
7	Biscuit Boxes 1 Port White	Belden	\$	3.68	\$	25.76
2	Roll of 3M Double Stick	3M	\$	7.91	\$	15.82
2	Misc. SS Mounting Hardware (Interior)	Morse/Fastenal	\$	21.00	\$	42.00
1	Control Wire 18/10 Gate Arms	Belden	\$	199.00	\$	199.00
1	Roll of Mule Tape	Neptco	\$	212.00	\$	212.00
2	Roll's of Electrical Tape	3M	\$	3.00	\$	6.00
3	Roll of Velcro CMR Black 3/4"	VC USA	\$	24.21	\$	72.63
2	Roll of Laser Label's	Ryno	\$	12.00	\$	24.00
2	Patch Panel Label's	Fire House Label's	\$	9.00	\$	18.00
4	SS Unistrut & Endcaps	Graybar	\$	78.00	\$	312.00
4	SS 3/8 All Thread	Graybar	\$	57.89	\$	231.56
2	SS Fixings	Graybar	\$	150.00	\$	300.00
1	Roll of Black Zip Ties	Panduit	\$	13.00	\$	13.00
1	As-Builds & Test Results	Morse T.E	\$	175.00	\$	175.00
2	Scissor Lift Rental Per Month	Morse / UR	\$	1,209.00	\$	2,418.00
8	Bird Spike Kits	Axis	\$	19.00	\$	152.00
8	Seal Tight Kit's	Graybar	\$	23.45	\$	187.60
1	Axis Q3819-PVE 14MP Panoramic Camera	Axis	\$	2,161.00	\$	2,161.00
1	TQ3101-E Pendant Kit	Axis	\$	144.00	\$	144.00
1	T91G61 Wall Mount	Axis	\$	222.00	\$	222.00
1	T91B57 Pole Mount	Axis	\$	148.00	\$	148.00
1	Banding, Mounting Hardware	Graybar	\$	150.00	\$	150.00
8	Weather-Proof	Axis	\$	1.49	\$	11.92
1	SPH01 Breakout Box	Corning	\$	78.91	\$	78.91
1	6 Strand SM LC Splice Cassette (NEMA)	Corning	\$	467.89	\$	467.89
1	Splice Dome Enclosure, Trays & Fittings	Commscope	\$	587.89	\$	587.89
600	24 Strand SM Fiber	Corning	\$	1.24	\$	744.00

Material Cost: \$ 56,250.70
Labor Cost: \$ 24,338.00

Subtotal: \$ 80,588.70

Profit, Over-Head & Mark Up 10%: \$ 8,058.87
Material Tax 7%: \$ 3,937.55

Total Cost: \$ 92,585.12

Thank you,

Jason Bowman. PM.
jbowman@morsecom.com
www.morsecom.com
Cell 321-243-9918



February 21, 2023

Christian Dufresne, Project Engineer
Ivey's Construction
4065 N Courtney PKWY
Merritt Island, FL 32953



RE: Cruise Terminal #10 Garage Exit 30% Design

Christian,

Morse Communications, Inc. is happy to provide you a quote for Eighty Seven Thousand One Hundred Fifty Nine Dollars and Twenty Seven Cents for the scope of work & material supporting CPA FLASH Parking System Upgrades as listed below.

<u>Option</u>	<u>System</u>	<u>Excludes</u>	<u>Provided By</u>		<u>Total Cost</u>
#20	Low Voltage & LPR Camera's	Switch Configuration/Transcore	Morse	\$	87,159.27

Scope of Work

- A) Remove existing Pay station Comms equipment & turn over to owner.
- B) Remove existing Pay station Cameras & turn over to owner.
- C) Demolish existing pay station communications cable back to source.
- D) Demolish existing CPA NEMA & Replace with New 36x30 White NEMA.
- E) Demolish existing NEMA equipment & return to CPA.
- F) Protect existing communications pathways for re-use.
- G) Re install new equipment in New NEMA to latest CPA specifications.
- H) Provide new Cabling for Four (4) Smart Kiosks to New NEMA.
- I) Provide new Cabling for Four (4) Barrier Gates to Smart Station Kiosks.
- J) Provide new Cabling for Four (4) LPR Cameras to existing NEMA.
- K) Provide new Cabling for (1) CPA Camera to New NEMA.
- L) Provide new 48x36 White NEMA for Transcore Built out to Specs on Sheet T-20.03.
- M) Provide new Cabling from Transcore NEMA to New CPA NEMA.
- N) All Testing & Labeling to latest CPA Standards.
- O) All LPR Cameras & Poles provided & installed by others.

Material List

<u>Quantity</u>	<u>Description</u>	<u>Manufacturer</u>		<u>Unit Cost</u>		<u>Total Cost</u>
4	Duct Seal 3 Pounds	3M	\$	19.90	\$	79.60
4	Finger-Duct	Panduit	\$	29.00	\$	116.00
150	#8 Ground-Wire #8 AWG	General	\$	0.74	\$	111.00
2	Bus-Bar Kit	General	\$	188.00	\$	376.00
1	NEMA SS 48" x 36"	Hoffman	\$	3,294.60	\$	3,294.60
1	NEMA SS 48" x 36" Back-Plate	Hoffman	\$	471.71	\$	471.71
2	Schlage Lock & Hasp Set	Schlage	\$	146.00	\$	292.00
6	Din Rail	Phoenix	\$	8.70	\$	52.20
2	Edco Surge Protector	EDCO	\$	72.91	\$	145.82
2	Edco Surge Protector HSP12BT-1	EDCO	\$	136.78	\$	273.56
1	Belden 12 Port Patch Panel Loaded	Belden	\$	255.00	\$	255.00
1	NEMA SS 36" x 30"	Hoffman	\$	2,493.75	\$	2,493.75
1	NEMA SS 36" x 30" Back-Plate	Hoffman	\$	262.88	\$	262.88
2	NEMA 4X Mounting	Fastenal	\$	225.00	\$	450.00
4	8 Port ISW Switches	Extreme	\$	2,106.26	\$	8,425.04
4	8 Port ISW Switches 5 AHR Warranty	Extreme	\$	990.00	\$	3,960.00
8	16804 Power Supplies	Extreme	\$	552.51	\$	4,420.08
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4	Power Cords (Spare)	Extreme	\$	27.00	\$	108.00
4	Power Pig Tail (Spare)	Extreme	\$	11.00	\$	44.00
2,000	Cat 6 OSP Cable	Belden	\$	0.56	\$	1,120.00
1	Bucket of Pull String	Greenlee	\$	64.00	\$	64.00
1	12 Port Patch Panel	Belden	\$	78.00	\$	78.00

24	Cat 6 Jack's (Panel)	Belden	\$	9.91	\$	237.84
14	Cat 6 Jack's (Station)	Belden	\$	10.91	\$	152.74
14	Cat 6a Patch Cable 3 foot Station Surge	Belden	\$	5.99	\$	83.86
14	Cat 6a Patch Cable 5 foot Station to Device	Belden	\$	8.66	\$	121.24
14	Cat 6a Patch Cable 7 foot Communication	Belden	\$	10.12	\$	141.68
88	Patch Cord Flags	Panduit	\$	0.30	\$	26.40
7	Biscuit Boxes 1 Port White	Belden	\$	3.68	\$	25.76
2	Roll of 3M Double Stick	3M	\$	7.91	\$	15.82
2	Misc. SS Mounting Hardware (Interior)	Morse/Fastenal	\$	21.00	\$	42.00
1	Control Wire 18/10 Gate Arms	Belden	\$	199.00	\$	199.00
1	Roll of Mule Tape	Neptco	\$	212.00	\$	212.00
2	Roll's of Electrical Tape	3M	\$	3.00	\$	6.00
3	Roll of Velcro CMR Black 3/4"	VC USA	\$	24.21	\$	72.63
2	Roll of Laser Label's	Ryno	\$	12.00	\$	24.00
2	Patch Panel Label's	Fire House Label's	\$	9.00	\$	18.00
4	SS Unistrut & Endcaps	Graybar	\$	78.00	\$	312.00
4	SS 3/8 All Thread	Graybar	\$	57.89	\$	231.56
2	SS Fixings	Graybar	\$	150.00	\$	300.00
1	Roll of Black Zip Ties	Panduit	\$	13.00	\$	13.00
1	As-Builds & Test Results	Morse T.E	\$	175.00	\$	175.00
2	Scissor Lift Rental Per Month	Morse / UR	\$	1,209.00	\$	2,418.00
8	Bird Spike Kits	Axis	\$	19.00	\$	152.00
8	Seal Tight Kit's	Graybar	\$	23.45	\$	187.60
1	Axis Q3819-PVE 14MP Panoramic Camera	Axis	\$	2,161.00	\$	2,161.00
1	TQ3101-E Pendant Kit	Axis	\$	144.00	\$	144.00
1	T91G61 Wall Mount	Axis	\$	222.00	\$	222.00
1	T91B57 Pole Mount	Axis	\$	148.00	\$	148.00
1	Banding, Mounting Hardware	Graybar	\$	150.00	\$	150.00
8	Weather-Proof	Axis	\$	1.49	\$	11.92
7	Surge Protector's	LCOMM	\$	68.00	\$	476.00

Material Cost: \$ 54,847.41
Labor Cost: \$ 20,898.00

Subtotal: \$ 75,745.41

Profit, Over-Head & Mark Up 10%: \$ 7,574.54

Material Tax 7%: \$ 3,839.32

Total Cost: \$ 87,159.27

Thank you,

Jason Bowman. PM.
jbowman@morsecom.com
www.morsecom.com
Cell 321-243-9918





235 West Drive
Melbourne, FL 32904
321-253-5556 Phone
321-253-5176 Fax
kcf@cfl.rr.com

February 21, 2023

Ivey's Construction
4060 N. Courtenay Parkway
Merrit Island, FL 32953

RE: CT-10 Entrance, Exit & Expansion
Per Civil Drawings Dated 07/16/2021 By Allen Engineering, Inc.

CT-10 Sheet 108 Entrance

Quantity	Item	Price	Sub-Total
1	LS Mobilization	\$4,250.00	\$4,250.00
2	EA Inlet Protection	\$350.00	\$700.00
207	SF Demo Asphalt	\$6.90	\$1,428.30
207	SF Demo Base	\$6.90	\$1,428.30
250	LF Saw Cutting	\$6.25	\$1,562.50
30	SY 2" Asphalt	\$75.50	\$2,265.00
30	SY Prime	\$5.50	\$165.00
30	SY Concrete Base	\$125.35	\$3,760.50
30	SY Subgrade	\$50.75	\$1,522.50
207	SF Concrete Island	\$65.50	\$13,558.50
3	EA Bollards	\$2,120.00	\$6,360.00
1	LS Stripes & Signs	\$5,593.00	\$5,593.00
1	LS Traffic Control (no night work)	\$3,175.00	\$3,175.00
1	LS Layout & As-builts	\$4,290.00	\$4,290.00
1	LS Sweep & Clean Up	\$1,975.00	\$1,975.00
1	LS Supervision	\$2,850.00	\$2,850.00
1	EA Temp Base	\$1,950.00	\$1,950.00
20	LF "F" Curb	\$193.43	\$3,868.60
32	SF Concrete Around Handholes	\$63.75	\$2,040.00
Total CT-10 Entrance:			\$62,742.20

CT-10 Sheet 109 Exit

Quantity	Item	Price	Sub-Total
1	LS Mobilization	\$4,250.00	\$4,250.00
2	EA Inlet Protection	\$350.00	\$700.00
160	SF Demo Concrete	\$5.50	\$880.00
1260	SF Demo Asphalt	\$6.90	\$8,694.00
1260	SF Demo Base	\$6.90	\$8,694.00
375	LF Saw Cutting	\$6.25	\$2,343.75
140	SY 2" Asphalt	\$75.50	\$10,570.00
140	SY Prime	\$5.50	\$770.00
140	SY Concrete Base	\$125.35	\$17,549.00
140	SY Subgrade	\$52.75	\$7,385.00
468	SY Concrete Island	\$37.25	\$17,433.00
3	EA Bollards	\$1,932.00	\$5,796.00
1	LS Stripes & Signs	\$4,250.00	\$4,250.00
1	LS Traffic Control (no night work)	\$4,950.00	\$4,950.00
1	LS Layout & As-builts	\$4,104.00	\$4,104.00
1	LS Sweep & Clean Up	\$2,950.00	\$2,950.00
1	LS Supervision	\$4,750.00	\$4,750.00
1	EA Temp Base	\$1,900.00	\$1,900.00
Total CT-10 Exit:			\$107,968.75

CT-10 Entrance Expansion

Quantity	Item	Price	Sub-Total
1	LS Mobilization	\$4,250.00	\$4,250.00
2	EA Inlet Protection	\$375.00	\$750.00
400	SY Demo Asphalt	\$6.90	\$2,760.00
400	SY Demo Base	\$6.90	\$2,760.00
450	FT Saw Cutting	\$6.25	\$2,812.50
1000	SY 2" Asphalt	\$33.95	\$33,950.00

1150 SY	Prime	\$5.50	\$6,325.00
1150 SY	Tack	\$5.50	\$6,325.00
1150 SY	8" Base	\$22.48	\$25,852.00
1150 SY	12" Stabilized Subbase	\$20.48	\$23,552.00
186 CY	Strip Grass	\$9.50	\$1,767.00
800 CY	Excavate & Haul	\$6.50	\$5,200.00
356 FT	Demo Curb	\$5.50	\$1,958.00
125 SF	Demo Sidewalk	\$1.50	\$187.50
1 EA	Demo Flume	\$550.00	\$550.00
238 FT	Demo Fence	\$6.50	\$1,547.00
1 LS	Stripes & Signs	\$6,500.00	\$6,500.00
1 LS	Layout & As-Builts	\$7,500.00	\$7,500.00
1 LS	Sweep & Clean	\$4,100.00	\$4,100.00
1 LS	Supervision	\$5,750.00	\$5,750.00
1 LS	Traffic Control (no night work)	\$5,920.00	\$5,920.00
Total CT-10 Entrance Expansion:			\$150,316.00

Total Proposal: \$321,026.95

Proposal Exclusions:

Permits, fees, testing. Impact fees, tap fees, removing and replacing unsuitable materials, rock excavating, relocating conflicting utilities (any utility within 6" horizontally or vertically of work area) clearing line (for establishing clearing limits), seed and mulching, sod, layout and engineering, certified as-builts, sewer, water, storm drainage, bonds, fire line (if applicable), NPDS monitoring. clearing line (for establishing clearing limits), seed and mulching, sod, layout and engineering, certified as-builts, sewer, water, storm drainage, bonds, fire line (if applicable), NPDS monitoring. H/C Ramps (standard tactical surface)

Upon acceptance of our proposal the Owner must provide at least (4) sets of "Approved for Construction" drawings and CAD file.
Erosion control includes only what is listed on the proposal.
Proposal includes daytime work only (if applicable)

The above prices will be honored for (30) days. We will only guarantee prices when the project is completed within (90) days due to the fact that suppliers will no longer guarantee their prices. Due to the extremely volatile market of oil prices, this project could be effected. If oil prices increase during the course of this project, we will issue a change order to that effect.

All precast for curb inlets must be 15" +/- 2". Any additional will be charged @ \$250.00 per foot, 1' being the minimum.

KCF Site Development will submit an invoice for work completed by the 25th of every month. Payment to be made by the 10th of the following month. Payments not made in full by the 10th of each month, a finance charge of 1.5% will be added to the invoice amount.

Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

Section:	
Item Number:	1.D
Department:	Engineering
Requested Action:	Consideration of authorizing staff to execute a piggyback agreement to the contract between Sourcewell and MUSCO Lighting dated August 29, 2019, for lighting improvements at NCB5/NCB6. Also, consideration of authorizing staff to issue a purchase order to MUSCO Lighting for new lighting and controls systems with a not-to exceed amount of \$332,895.00 (Patrick Hammond/Ken Lum/Bill Crowe)
Summary Explanation & Background: The high mast lighting and the associated control system located at North Cargo Berths 5 and 6 were originally installed in 2015 during the terminal construction. This lighting control system software and hardware is no longer a supported system and has required consistent maintenance by CPA Staff and contractors. To maintain an operational and safe working environment for port staff and our cargo tenants, a new lighting system is requested at North Cargo Berths 5 and 6. Port Staff has engaged MUSCO to propose a new lighting and control system which will provide an enhanced efficiency lighting system. MUSCO’s proposal includes the design and installation of the new light fixtures and controls.	
Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	The total not-to exceed amount of \$332,895 is included in the FY23 Capital Budget. No change is required. Project 1180 - Security fencing and lighting.

Attachments:

[1D Cover Page.pdf](#)

[NCB Lighting Exhibit.pdf](#)

[MUSCO Proposal_NCB Lighting.pdf](#)

[Musco Lighting_Piggyback Agreement \[partially executed\].pdf](#)

Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

Section:	
Item Number:	1.D
Department:	Engineering
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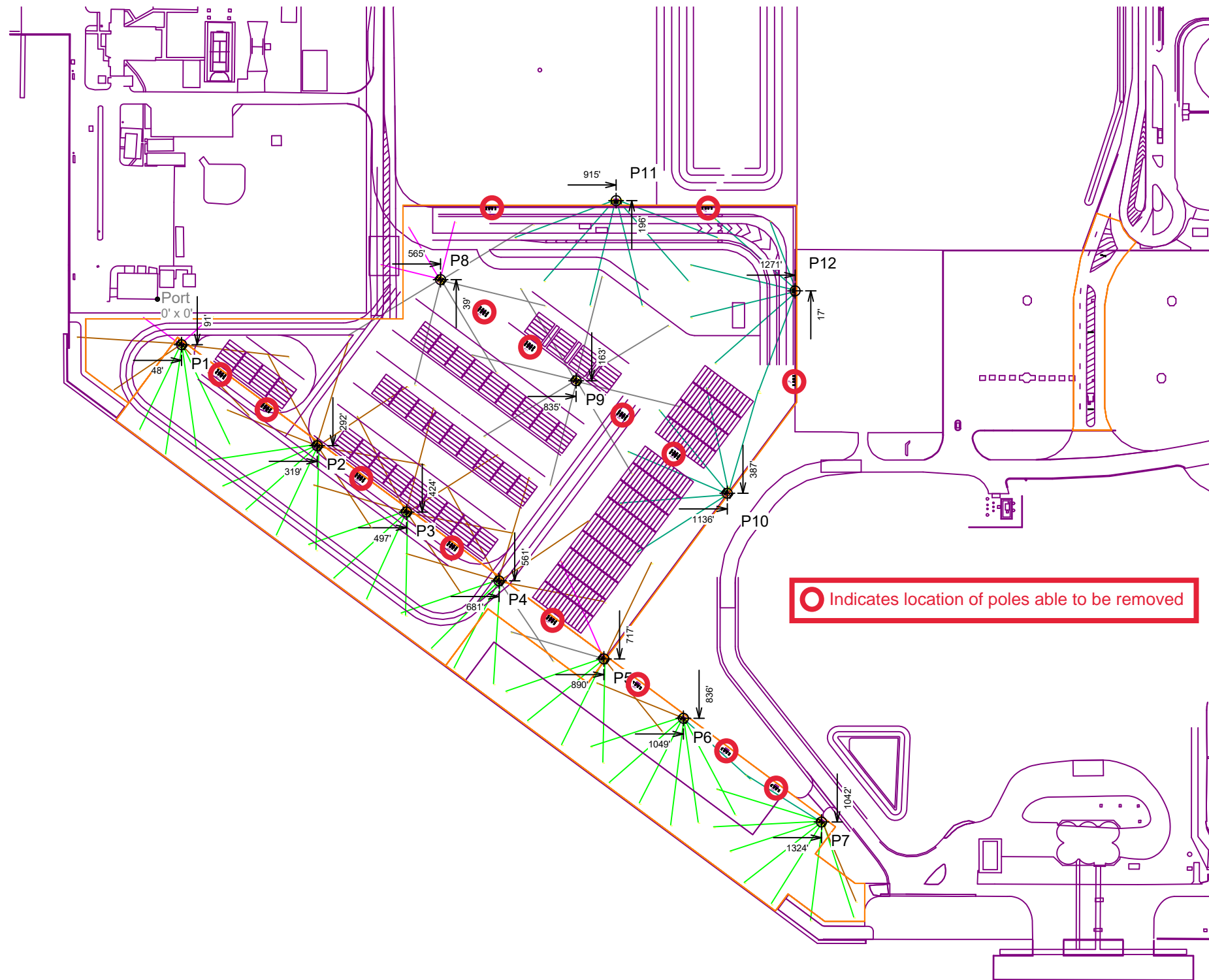
Attachments:

[NCB Lighting Exhibit.pdf](#)

[MUSCO Proposal_NCB Lighting.pdf](#)

[Musco Lighting_Piggyback Agreement \[partially executed\].pdf](#)

Port Canaveral NCB5-6 LED Retrofit Phase I
Cape Canaveral, FL



EQUIPMENT LAYOUT

INCLUDES:
· Port

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

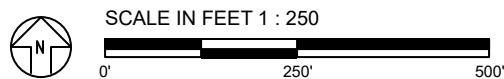
QTY	LOCATION	Pole			Luminaires	
		SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE
1	P1	100'	-	100'	TLC-LED-550	8/2*
1	P2	100'	-	100'	TLC-LED-550	7/4*
2	P3-P4	100'	-	100'	TLC-LED-550	6/4*
1	P5	100'	-	100'	TLC-LED-550	6/2*
1	P6	100'	-	100'	TLC-LED-550	8
1	P7	100'	-	100'	TLC-LED-550	9
2	P8-P9	100'	-	100'	TLC-LED-550	4/4*
3	P10-P12	100'	-	100'	TLC-LED-550	6
12	TOTALS					100

* This structure utilizes a back-to-back mounting configuration

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Driver (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-550	3.2	3.0	2.8	2.4	1.9	1.8	1.4

○ Indicates location of poles able to be removed



ENGINEERED DESIGN By: Jones, Logan · File #212880B · 18-Jan-23

Pole location(s) Ⓢ dimensions are relative to 0,0 reference point(s) ⊗



We Make It Happen.

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Date: 01/18/2023

Project: Port Canaveral NCB5-6 Retrofit Phase 1
Cape Canaveral, FL
Ref: 212880

Sourcewell

Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023

Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Quotation Price – Materials Delivered to Job Site and Installation with Project Management

Port Canaveral NCB5-6 – LED Retrofit Phase 1 \$ 332,895.00

Sales tax and bonding are not included.

Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

SportsCluster® system with Total Light Control – TLC for LED™ technology

System Description

- (7) Factory wired poletop luminaire assemblies
- (66) TLC-LED-550w Factory aimed and assembled luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL Listed assemblies

Control Systems and Services

- Control-link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years
- Support from Musco’s Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Installation Services Provided

Please see attached scope of work



Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Amanda Hudnut
Fax: 800-374-6402
Email: musco.contracts@musco.com

**All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL**

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- 480 Volt, 3 Phase electrical system requirement.
- Structural code and wind speed = 2020 FBC, 150 mi/h, Exposure C, Risk Category II
- Confirmation of pole locations prior to production.
- Product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system
- The owner of the field is responsible for the structural integrity of the existing poles

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Harley Abernathy
Key Account Representative
Musco Sports Lighting, LLC
Phone: 667-210-0456
E-mail: Harley.abernathy@musco.com





We Make It Happen.

Musco Lighting, LLC

100 1st Avenue West
PO Box 808
Oskaloosa, Iowa 52577

800 / 825-6020 • 641 / 673-0411
FAX 641 / 673-4740
Web site: www.musco.com

**NCB5/NCB6 LED Retrofit
Cape Canaveral, FL
Scope of Work**

Objective

Provide lighting equipment and services at the Port Canaveral NC.
SCR Retrofit with custom crossarms- 7 poles with 75- TLC-LED-550 fixtures.

Powerline Controls with Custom Pushbutton and Timer

Quote provide assumes the following Scope:

Scope of Work

Owner Responsibilities:

- Provide accurate site drawings for design work.
- Provide reasonable access to the site for construction.
- Maintain a secure site with attention paid to Musco provided materials and equipment on site during the project.
- Provide assistance with site access for 3rd party vendors to assist with disposal and/or
- Provide electrical service to light pole locations.
- Provide Additional overtime pay or pay outside of normal working hours if required due to site access or conditions. Normal Working Hours Defined as (M-F – 7am-4pm)
- Installation Timeframe Estimate- 30 working days from time of delivery excluding weather delays.
- Provide adequate laydown area inside of terminal. (120'x250')



- Provide safe work area and access to at least 2 poles per day. Coordinate install schedule and pole availability with Musco and Sub-Contractor a week in advanced (minimum) so we can be prepared with site specific material.
- Assist with traffic control if required.
- Responsible for existing poles, foundations, existing mounting plates, and electrical infrastructure to the pole.
- Responsible for extra costs outside this Scope of Work if required – Including but not limited to- additional mechanical or electrical inspections, site specific equipment/product certifications, additional testing or pre-testing, new or additional grounding requirements, etc.

Musco Responsibilities:

- Provide required fixtures, driver enclosures, cross arm assemblies and pole wire harnesses.
- Provide straps and bracket kits for ECE (driver box) and (2) LCC (controls enclosure).
- Provide layout of fixture locations and aiming diagram.
- Provide project management in the form of technical assistance for the installation and path of communication between parties.
- Manage our installing subcontractor and assure their responsibilities are satisfied.

Musco Subcontractor Responsibilities:

- Secure electrical and structural permits if required.
- All Workers are required to have their TWIC card. Plan accordingly as this may take some time.
- Provide labor and equipment to off load equipment at jobsite per scheduled delivery.
- Provide materials, labor, and equipment to remove fixtures and associated equipment from all existing poles, maintaining the integrity of the pole. Remove all fixtures and all crossarms from every pole- even ones not being retrofitted.
- Make sure wiring and pole harness remains intact in the pole and temporarily disconnected if required.
- Provide materials, labor and equipment to install Musco furnished crossarms, fixtures and pole harnesses. Roughly +-3' of flex conduit/fittings will need to be provided by contractor for each crossarm for access into the pole. Fixture harness wiring is by Musco.
- Provide labor and equipment to properly Install Musco ECEs and proper location on pole. Provide necessary wire and conduit between ECEs, and pole feeds. Provide +-6' of primary wiring (10awg) and sealtite to the Musco disconnect. We will utilize 2 of the circuits per pole.
- Provide materials and labor to connect (2 per pole) existing pole electrical feeders to new lighting equipment.
- Provide Necessary Materials – Unistrut- wire- etc to integrate (2) Musco Power Line LCC contactor cabinets (16x32) in proper locations per provided control summary.
- Each of the LCCs will need a control circuit to each of the existing contactors and a 480V feed wire for the Powerline controls.
- Each LCC will need fed with 120V from a proper location.
- Rewire required circuits to maintain power to existing poles/circuits and fixtures as needed.
- Schedule work with owner to minimize disruption to on-going daily operations.
- Instruct all employees, workers, and subcontractors in any, and all safety procedures as required by the owner, including use of all required personal safety equipment.



Quote

- Produce lift plans and equipment certifications if required.
- Daily Report of work progress to be provided at the end of each day to be shared with the Owner.
- Provide equipment and materials to remove all construction debris. Recycle old equipment appropriately, documentation of proper lamp disposal to customer may be required.
- Provide startup and aiming as required to provide complete and operating lighting system.

Attachments:

Musco scan 212880B

Aiming-212880B

SportsCluster System TLC for LED Installation Instructions Global



**AGREEMENT TO PIGGYBACK CONTRACT FOR
LED LIGHTING DESIGN AND INSTALLATION SERVICES**

THIS AGREEMENT TO PIGGYBACK CONTRACT FOR LED LIGHTING DESIGN AND INSTALLATION SERVICES (the “Agreement”) is made and entered into this ____ day of March, 2023 (the “Effective Date”), by and between the **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida (“CPA”), whose address is 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920 and **MUSCO SPORTS LIGHTING, LLC**, an Iowa limited liability company, whose address is 100 1st Avenue West, Oskaloosa, Iowa 52577 (“VENDOR”). CPA and VENDOR are at times hereinafter referred to respectively as a “Party” and collectively as the “Parties”.

W I T N E S S E T H;

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 VENDOR has previously entered into a contract with the Sourcewell, a State of Minnesota local government agency and service cooperative existing under Minnesota Statutes Section 123A.21 (“Sourcewell”), to provide LED Lighting Design and Installation Services dated August 29, 2019 (Contract #071619-MSL) (the “Contract”), a copy of which is attached hereto as **Exhibit “A”**, which those parties entered into upon the award of a bid by Sourcewell to VENDOR for in response to RFP #071619 for LED Lighting Design and Installation Services; and,

WHEREAS, the CPA desires to “piggyback” onto the above referenced Contract for utilization of the same or similar services for LED Lighting Design and Installation, and the VENDOR 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. VENDOR 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 the LED Lighting Design and Installation Services (“Services”) of the VENDOR 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 Sourcewell. 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 begin on the Effective Date and expire on August 27, 2023, unless sooner terminated or an extension is properly exercised in accordance with the provisions of the Contract (the “Term”). No work shall be authorized or issued after the time period stated above. However, actual completion of the Services in a Purchase Order may extend beyond such Term upon mutual written consent of the Parties.

5.2 **EQUIPMENT, PRODUCTS, OR SERVICES.** The following Services to be performed by VENDOR for CPA are as set forth on Exhibit “B” attached hereto and incorporated herein.

5.3 **FEES.** The fees to be paid to the VENDOR are as set forth on Exhibit “B”, not to exceed \$332,895.00 without the prior written consent of the CPA.

5.4 **INSURANCE REQUIREMENTS.** VENDOR shall provide a Certificate of Insurance naming the CPA as an “Additional Insured”.

5.5 **PURCHASE ORDER.** Written purchase order(s) shall be issued by CPA to VENDOR 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.

5.6 **GOVERNING LAW 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.

5.7 **NOTICES.** All notices, demands, or requests from VENDOR to the CPA shall be sent to the CPA as follows: Canaveral Port Authority, 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920, Attn.: VP, Engineering, Construction and Facilities, with copy to Attn.: VP & General Counsel at the same address.

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. Such electronic copies shall constitute enforceable original documents and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. An electronically scanned copy of a signature shall constitute and shall be deemed to be sufficient evidence of a party’s execution of this Agreement, without necessity of further proof.

7. All other provisions in the original Contract are fully binding on the Parties and represent the agreement between the CPA and the VENDOR.

[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]

“VENDOR”:

**MUSCO SPORTS LIGHTING LLC, an
Iowa limited liability company,**

By: 

Name: James M. Hansen

As Its: Secretary

Date: February 7, 2023

Exhibit “A”

The Contract

(33 pages to follow)



Solicitation Number: #071619

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and, Musco Sports Lighting LLC, 100 1st Ave West PO Box 808, Oskaloosa IA 52577 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires August 27, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 8/28/2019 | 8:39 AM CDT

Musco Sports Lighting LLC

DocuSigned by:
By: James M. Hansen
B16F9CCB78A0420...
James M. Hansen
Title: Secretary
Date: 8/29/2019 | 9:33 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: ~~Executive Director/CEO~~
Date: 8/27/2019 | 3:22 PM CDT

RFP #071619 - Sports Lighting with Related Supplies and Services

Vendor Details

Company Name: Musco Sports Lighting, LLC
Address: 100 1st Ave West
PO Box 808
Oskaloosa, IA 52577
Contact: Amanda Hudnut
Email: musco.contracts@musco.com
Phone: 800-825-6030
Fax: 641-672-1996
HST#: 42-1511754

Submission Details

Created On: Thursday May 30, 2019 11:07:29
Submitted On: Friday July 12, 2019 13:23:35
Submitted By: Jim Hansen
Email: jim.hansen@musco.com
Transaction #: 62e6e5f5-5e56-45ba-b461-305cf2583830
Submitter's IP Address: 216.248.100.66

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Musco Sports Lighting, LLC
2	Proposer Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577
3	Proposer website address:	www.musco.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	James M. Hansen Secretary Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amanda Hudnut Funding Resource Specialist Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ryan Tighe Lead Development Manager Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com

Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Since 1976, Musco Sports Lighting, LLC (Musco/Musco Sports Lighting) has been providing sports lighting systems. Musco's mission has been to provide sports field and large area lighting solutions for public and private entities throughout the United States of America and internationally.</p> <p>Musco has been the industry leader in developing an industry leading lighting system that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.</p> <p>Throughout the history of Musco, we have had the pleasure of being the recipient of an Academy Award®, Emmy® Award and the Paul Waterbury Award for Excellence for Outdoor Lighting. Musco has also developed partnerships with Little League International and the United States Soccer Foundation, to name a couple.</p> <p>Musco has offices and manufacturing facilities in Oskaloosa, IA and Muscatine, IA. We have a workforce of approximately 1,000 Team Members located in these facilities and regional sales offices conveniently located around the United States of America (AZ, CA, CO, FL, IL, IN, MN, NJ, NC, OH, TX & VA). In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally.</p> <p>At Musco, we ensure that every member of our Lighting Services team is a sports lighting expert so you don't have to be. With more than 40 years as the sports-lighting industry leader, our Team Members will bring our vast experience to your fields. Regionally based for quick response, they specialize in routine maintenance, repairs, and analysis of any sports-lighting system.</p> <p>Along with our Lighting Services team, we have a fully staffed group of internal experts: Sales Representatives, Service Representatives, Parts Representatives, Project Coordinators, Project Planning Specialist, Schedulers, and Engineers. They will ensure your project flows smoothly and you get the results you expect. Another key part of our team is Control-Link Central™. Staffed 24/7, this team oversees on/off control, monitoring, and management of sports fields around the USA and globally.</p>
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8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Light-Structure System™ with Total Light Control – TLC for LED® is for new outdoor lighting applications. It is engineered as 5 Easy Pieces™ designed to customer's needs utilizing our Light-Structure System™. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operation environment so the components continue to function. We've included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the lighting system. This system includes our Control-Link® Control System and is covered by Musco's Constant 25™ Product Assurance & Warranty Program.</p> <p>SportsCluster® System with Total Light Control – TLC for LED® or Total Light Control – TLC for LED® Retrofit System is for outdoor and indoor applications. It is a modular photometric unit, factory aimed and tested, to perform from a customer's existing structures, making an easy retrofit lighting solution. This system includes our Control-Link® Control System and is covered by Musco's Constant 10™ Product Assurance & Warranty Program, contingent upon Musco's inspection and approval of existing structure and electrical wiring.</p> <p>Control-Link® Control System is for new and existing facilities. Control-Link® is a reliable, cost effective system that helps control, monitor, and manage your new or existing recreation facility lighting or any other electrically operated equipment. The Control-Link® System includes our exclusive Control-Link Central™ team, staffed 24/7 to assist you with your scheduling and reporting needs. Our system can save you time, hassle, energy, and staff costs. Control-Link® makes your job easier and provides ongoing savings for your operating budget. Through the use of Musco's Control-Link® system we have ability to remotely monitor the lighting system. The system monitors the amperage of each individual pole at a specified facility. This gives Musco the ability to know when an issue occurs.</p> <p>Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.</p> <p>Musco Sports Lighting has over 130 Team Members dedicated to operating and maintaining customer lighting around the USA. Regionally based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports-lighting systems. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training. Proactive nightly testing is done to assure customers control systems are operating properly and field operations are constantly monitored.</p> <p>Along with our Lighting Services and Control-Link Central™ teams, we have a fully staffed group of internal experts: Sales Representatives, Service Representatives, Parts Representatives, Project Coordinators, Project Planning Specialist, Schedulers, and Engineers. They will ensure your project flows smoothly and you get the results you expect.</p>
9	What are your company's expectations in the event of an award?	Musco became an awarded Sourcewell vendor in 2014. Using this tool in our sales toolbox, we have seen the yearly Sourcewell sales significantly increase in a short 4 year period of time. We look forward to continuing to educate eligible members and our Musco Team Members on the benefits of Sourcewell.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see uploaded letters from Wells Fargo Bank, N.A. & Travelers Casualty and Surety Company of America. Also included is a copy of our current insurance certificate.
11	What is your US market share for the solutions that you are proposing?	Currently, Musco's sports lighting systems & solutions make up approximately 80% of the US market share.
12	What is your Canadian market share, if any?	Currently, Musco's sports lighting systems & solutions make up approximately 50% of the Canadian market share
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Musco Sports Lighting, LLC has not been the subject to any voluntary or involuntary bankruptcy, insolvency or receivership proceeding.

14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Musco Sports Lighting is a manufacturer of sports lighting and large area lighting systems. Musco has a sales force of over 80 dedicated Sales Team Members throughout the United States & Canada. Musco has sales offices conveniently located around the United States of America (AZ, CA, CO, FL, IL, IN, MN, NJ, NC, OH, TX & VA). These team members are employed by Musco.</p>
15	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada and complies with applicable federal, state, local, and industry laws for each purchasing customer. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co. Please reference the uploaded Musco Contractor License information.</p> <p>As a General Contractor, Musco selects and contracts with local subcontractor organizations that meet our quality standards and can fulfill our time constraints to perform the type of work outlined in this RFP. Musco does obtain license verification and insurance certificates for all subcontractors whom work with us.</p> <p>Musco Sports Lighting, LLC has UL Product Certifications for: High-Intensity Discharge Surface-Mounted Luminaires: UL Number E33316 Management Equipment, Energy: UL Number E139944 Industrial Control Panels: UL Number E204954 Emergency Lighting and Power Equipment: UL Number E311491 Luminaire Fittings: UL Number E132445 Luminaire Poles in Excess of 12 ft (3.7m): UL Number E325078 Devices, Scaffolding: UL Number SA7004 Lightning Conductors, Air Terminals, and Fittings: UL Number E337467 Light-Emitting-Diode Surface-Mounted Luminaires: UL Number E338094</p> <p>Luminaries have been reviewed by UL to UL and CSA standards.</p>
16	<p>Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.</p>	<p>Musco Sports Lighting, LLC has not been the subject of any suspensions or disbarments.</p>
17	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>The scope of work of the RFP covers Musco products and services. Musco has no additional subcategories to suggest.</p> <p>Below is a list of keywords that best describe Musco's product and services. Sports Lighting, lighting, Musco, Musco Lighting, LED, lamp, LED lighting, fixtures, light fixtures, flood lights, flood light, light poles, field lighting, football lighting, soccer lighting, baseball lighting, softball lighting, tennis lighting, basketball lighting, arena lighting, parking lighting, transportation lighting, infrastructure lighting</p>

Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>During Musco's 43 years in the sports lighting industry, Musco & our Team Members have received quite a few awards and recognitions. Below is a listing of several recent awards & recognitions along with our more notable ones from years past.</p> <p>NIAAA Distinguished Service to Athletic Administration (Dina Neeley, NC) from the North Carolina Athletic Directors Association (2018) David Lose Partnership Award (Curt Mickey, KY) from the Kentucky Recreation and Park Society (2018) 1st Prize of Lighting Design from the China Lighting Awards for China Tennis Center Diamond Court (2017) 2nd Prize Lighting Design from the China Lighting Awards for Xinjiang Hongshan Basketball Arena (2017) The Excellence Award from the China Lighting Awards for Shanton University Sports Park (2017) Award for Merit from the IES® for the lighting design at the University of Arizona McKale Center (2015) Excellent Performer Award from DP World (2014) Sports Emmy® Award from the ten Academy of Television Arts & Sciences for lighting ESPN's telecast of the Winter X-Games (2012) Paul Waterbury Award of Excellence for Outdoor lighting from the IES™ for the innovative lighting design at Charlotte Motor Speedway (1993) Scientific and Engineering Award from the Academy of Motion Picture Arts and Services® (1985) Emmy® Award from the Academy of Television Arts & Sciences® for lighting NCAA football telecasts (1982)</p>
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 44% of Musco's current national sales are to government sector.
20	What percentage of your sales are to the education sector in the past three years	Approximately 46% of Musco's current national sales are to education sector
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco is an awarded vendor on several national and regional cooperative purchasing contracts. Please see the uploaded document titled "Musco Cooperative Information" for a summary of the cooperatives and approximate sales for 2016, 2017 and 2018.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco Sports Lighting, LLC currently does not hold any GSA contracts.

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
City of Asheville Asheville, NC	Pete Wall Program Manager - Parks & Recreation	Phone 828-259-5815 Email pwall@ashevillenc.gov
Buffalo State SUNY Buffalo, NY	Michael Bonfante Assistant Design & Construction Coordinator Facilities Office	Phone 716-570-4034 Email bonfanmv@buffalostate.edu
City of Chesapeake Chesapeake, VA	Mike Barber Director - Parks, Recreation and Tourism	Phone 757-382-6411 Email mbarber@cityofchesapeake.net
Denver Public Schools Denver, CO	Josh Griesbach Facility Planner	Phone 720-423-1913 Email joshua_griesbach@dpsk12.org
University of Nebraska Lincoln Lincoln, NE	Amy Lanham Senior Associate Director Campus Recreation	Phone 402-472-9481 Email alanham2@unl.edu

Top Five Government, Education or Non-profit Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Local Government	Government	California - CA	Materials only	Approximately \$2.8M/project	Approximately \$8.5M
K-12 Public Education	Education	Texas - TX	Materials only	Approximately \$1.3M/project	Approximately \$6.6M
Local Government	Government	Virginia - VA	GC Turnkey	Approximately \$276K/project	Approximately \$5.7M
Local Government	Government	Nevada - NV	Materials Only	Approximately \$600K/project	Approximately \$5.4M
Local Government	Government	North Carolina - NC	GC Turnkey	Approximately \$596K/project	Approximately \$5.3M

Ability to Sell and Deliver Service to Sourcewell Members

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	Musco has offices and manufacturing facilities in Oskaloosa, IA and Muscatine, IA. We have a workforce of approximately 1,000 Team Members located in these facilities and regional sales offices conveniently located around the United States of America (AZ, CA, CO, FL, IL, IN, MN, NJ, NC, OH, TX & VA). In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally. Musco has a sales force of over 80 dedicated Sales Team Members throughout the United States & Canada. These team members are employed by Musco.
26	Dealer network or other distribution methods.	Musco Sports Lighting has no agents or dealers authorized to represent the company. Musco's custom designed, engineered to order lighting systems must be purchased directly from the company.
27	Service force.	Musco Sports Lighting has over 130 Team Members dedicated to operating and maintaining customer lighting around the USA. Regionally based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports-lighting systems. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training. Proactive nightly testing is done to assure customers control systems are operating properly and field operations are constantly monitored.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Musco Sports Lighting has over 130 Team Members dedicated to operating and maintaining customer lighting around the USA. Regionally based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports-lighting systems. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training. Proactive nightly testing is done to assure customers control systems are operating properly and field operations are constantly monitored.
29	Identify any geographic areas that you will NOT be fully serving through the proposed contract.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Musco Sports Lighting will be able to fully serve all Sourcewell Members through the proposed contract.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Musco has no specific requirements or restrictions which apply to Sourcewell Members located outside the continental USA.

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Musco has several brochures available to market our product to Sourcewell members. A sampling of what we can supply is listed below and attached.</p> <ul style="list-style-type: none"> • World Class Leaders brochure • Always Ready to Play brochure • Light-Structure System™ with Total Lighting Control – TLC for LED® brochure • Retrofit Lighting Solutions TLC for LED® brochure • Large Area Lighting brochure • Indoor Sports Lighting Solutions brochure • Control-Link® Control System brochure <p>Musco Sports Lighting markets our products through tradeshow, conventions, direct mail and advertising. Musco does targeted, personalized marketing promotions to specific customer groups and would be able to provide information on Sourcewell as appropriate in those promotions. Our National Sales Team would promote Sourcewell by informing qualified customers of this available resource for their use in purchasing their sports lighting system.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Musco regularly provides updates about our team, product, services and projects via our web site (www.musco.com) & social media accounts (Twitter, Facebook & LinkedIn). In addition to the company ran social media accounts, our sales representatives each have a Twitter account that they post updates to on a regular basis.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Musco would anticipate that Sourcewell promotes Musco products and services to their Members through their web site, social media, tradeshow and publications. Musco became an awarded Sourcewell vendor in 2014. Using this tool in our sales toolbox, we have seen the yearly Sourcewell sales significantly increase in a short 4 year period of time. We look forward to continuing to educate eligible members and our Musco Team Members on the benefits of Sourcewell.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Musco's custom designed, engineered to order lighting systems, our products and services are not available through any e-procurement ordering process.

Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Musco includes training with the purchase of our products. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training.

<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.</p> <p>Musco's Light-Structure System™ has delivered long-term performance for thousands of customers around the world. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in the place and stays there over the life of the system, while also maintaining and protecting the operating environment so the components continue to function. We have included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the LED's sensitive electronic components.</p> <p>For nearly a decade, the Musco Team has been testing the LED light source and applying it on projects where it was the best choice. We have researched LED's distinctive challenges and advantages and applied our knowledge of light control to the unique characteristics of the diode, assuring the quality of lighting for which Musco is known. We have paired our expertise in controlling light with the advancing output of LED to the point that we are confident it's a cost-effective option to consider for recreational facilities. Musco creates controlled light, not floodlights.</p> <p>LED brings many benefits and new opportunities, but it's a tool, not a solution. Controlling LED's intense, "rifle shot" of light is challenging. But with Total Light Control – TLC for LED®, we are able to achieve things never before possible – from pinpoint precision, to instant on/off, to varying light levels for different needs and sport presentation theatrics (choreographed light & music shows).</p> <p>The key issue in sports lighting haven't changed: generating light, projecting it onto the target, keeping it out of the neighborhood and night sky, and creating an operating environment that allows it to last in real world conditions. Musco is able to carve out the area to be lighted and dramatically cut off any impact on the surrounding area. We use more of the light produced by the fixture, lose less light, and don't abuse the neighborhood.</p> <p>With cities and recreational needs growing faster than ever, it's critical to maximize the available resources and make solid decisions about managing and expanding facilities. The Control-Link® System is a reliable, cost-effective control system that helps control, monitor, and manage recreation facility lighting. It can control existing lighting systems and other electrically-operated equipment. Whether for new lighting systems or to upgrade existing lights, the Control-Link® system includes our Control-Link Central™ team, the on-site Control-Link® equipment, and an industry-leading warranty. Our exclusive Control-Link Central™ team is staffed 24/7 to assist with your scheduling and reporting needs.</p> <p>Musco's Light-Structure System™ with Total Light Control – TLC for LED® is backed by an industry-leading 25 year warranty. Musco's Constant 25™ Product Assurance & Warranty program covers all materials and labor to maintain operation of its lighting system to original design criteria for 25 years.</p>
<p>38</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. We minimize the emissions to air, water, and land through programs to reduce pollution at its source and will conserve energy through the use of energy efficient lighting systems.</p> <p>Product:</p> <ul style="list-style-type: none"> • Musco's Green Generation Lighting® (HID) and TLC for LED® technology are 30 to 80 percent more energy efficient than traditional lighting equipment. • Customized optics direct light onto the desired surface, reducing wasted light into the surrounding area. • Control-Link® system provides remote on/off control, allowing customers to schedule our light systems to help maximize energy efficiency. • Eases pollution by eliminating or reducing the use of hazardous substances and reducing greenhouse gas emissions. <p>Manufacturing:</p> <ul style="list-style-type: none"> • On-site waste management includes recycling manufacturing scrap materials, wooden skids, paper and other packaging materials. • Packaging of our Light-Structure System™ contains between 30 to 50 percent recycled material. • Reusable packaging is used to move components from original fabrication through the complete manufacturing process. • During the spot maintenance and complete system lamping provided by Musco, all HID lamps are recycled to salvage both the mercury and glass. • Reuse water during the manufacturing process and conserve water when possible. <p>Office:</p> <ul style="list-style-type: none"> • Electronic components that are not re-usable due to equipment failure or are below minimum requirements are recycled through and E-Waste Facility. • Use geothermal heating and air conditioning to minimize energy consumption. • Our facilities have automatic toilets and faucets to minimize water usage.

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Musco currently does not hold any third-party issued eco-labels, ratings or certifications for our products. With sports lighting being a small piece of the U.S.A. lighting marketplace, categories just don't exist for this type of product. Musco has been the industry leader in developing an industry leading lighting system that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Musco Sports Lighting, LLC is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>Musco Sports Lighting provides a custom designed, engineered to order lighting systems, from foundation to pole top that operates as a complete system. The lighting system comes with our Constant 25™ or Constant 10™ Product Assurance & Warranty Program. Musco's Constant 25™ or Constant 10™ not only covers your product for 25 or 10 years, it guarantees that your light levels will not drop below the designed performance for the warranty period. Musco also includes our Control-Link® system that provides the customer assurance their system will be maintained by Musco for the warrantied period.</p> <p>At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.</p>	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Musco Sports Lighting, LLC has the ability and willingness to provide our products and services to Sourcewell Member agencies in Canada. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, Musco pays any upfront cost for shipping cost, installation cost, any associated rental equipment cost & disposal cost for the replaced equipment.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	With Musco's TLC for LED®, there is no hour usage restriction for our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program but we do ask for expected usage hours to meet design criteria of the project.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program covers the technicians travel time and mileage to perform any warranty repairs.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Musco will be able to cover all geographic regions of the United States & Canada with our Lighting Services Team that is comprised of trained technical employees specializing in sports lighting that provide field maintenance, warranty work, consulting and temporary lighting. They are regionally based to effectively provide service in every state & Canada. Musco also has a network of contractors located throughout the United States and Canada that we utilize to install and maintain our lighting systems per Musco Constant 25™ and Musco Constant 10™ documents.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, items included in the scope of the Musco sports lighting design, Musco will cover warranty service for those items.
48	What are your proposed exchange and return programs and policies?	Due to Musco's custom designed, engineered to order lighting systems, therefore does not require an exchange and return program. Any defective on arrival product or repairs are covered by the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program.
49	Describe any service contract options for the items included in your proposal.	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents.

Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Musco's payment terms are Net 30. A service charge of 1 ½% per month (annual percentage rate of 18%) will be charged on all invoices 30 days past due.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Musco Finance™ was established in 2006, it provides competitive financing solutions that enable customers to realize the benefits of Musco products and services. Hundreds of customers have used these solutions to complete their lighting projects. Musco Finance™ has provided budget-accommodating financing for governmental, commercial, and not-for-profit entities throughout the United States of America.</p> <p>The municipal lease-purchase program, offered by Musco Finance™ provides the funding opportunity many public entities need for facility improvements such as sports lighting. The program provides a flexible, cost-effective means of funding essential renovations and, in many areas, may eliminate much of the time and expense associated with selling bonds for a project. A known set expense can be budgeted annually; freeing entities from budget uncertainties and lowering cash flow impact.</p>
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<ul style="list-style-type: none"> • Establish the value & price for the lighting solution with which the customer is comfortable. • Present information about Sourcewell as a means by which they can purchase what they want at a beneficial price without having to go through the public bid process. • Educate the customer about Sourcewell benefits and the ease of using this cooperative purchasing agreement. • Provide the customer with the link to become a Sourcewell Member, if not already. • Provide quote reflecting the Sourcewell contract number and award expiration date to customer. • Receive PO from customer reflecting that the purchase was utilizing the Sourcewell contract (contract number stated on PO). • On a quarterly basis, pull report of Sourcewell purchases, submit & remit payment to Sourcewell. To be submitted using the reporting template provided by Sourcewell.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Musco Sports Lighting currently does not accept P-card procurement cards.

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Musco Sports Lighting provides a custom designed, engineered to order lighting system, pricing is based per the RFP. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design build situation. Extreme spill and glare concerns, pole locations, and wind zone variance may affect price. RFP quoted pricing is for the most common field designs based on structural code and utilizing IBC 2012, 115 mph, Exposure C. Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from list prices offered under this RFP is 5%. The attached price list already takes into account the 5% discount.
56	Describe any quantity or volume discounts or rebate programs that you offer.	As Musco is a custom designed, engineered to order lighting system, there is no quantity or volume discounts available.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Musco will work with the Sourcewell member with the regard to pricing and delivery of any open market and/or non-standard options which would be desired, agree upon desired outcome, reflect this in the customer quote for customer use in issuing a purchase order.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	As Musco is a custom designed, engineered to order lighting system, pricing is based per the RFP. The pricing can also include equipment installation. Labor and materials for the complete installation include, foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If the construction project requires, Musco offers pre-shipment of the precast concrete bases. The additional cost for the pre-shipment of the precast concrete bases will vary depending on the location of the lighting project.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Musco's pricing includes delivery within the State of Minnesota to the job site and are for lighting systems materials only. Additional freight cost may be incurred outside the State of Minnesota.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Musco has no specific requirements in regards to Alaska, Hawaii, Canada, or any offshore delivery.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Musco Sports Lighting offers custom designed, engineered to order lighting systems. Products are directly purchased from the company as we have no agents or authorized dealers. When you purchase a complete lighting system from Musco, it is delivered from our dedicated transportation company with Musco Lighting signage on the trucks.

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts. <ul style="list-style-type: none"> • Sales Administrator pulls quarterly contract sales report for the cooperative purchasing contract and its associated fee for that time period. • Each contract project PO is checked and validated that it is an awarded contract purchase • Project awarded contract fee is validated as correct • When validation complete, report sent to cooperative purchasing organization • As a checks & balance process, Funding Resource Specialist pulls a Method of Purchase by type report on a quarterly basis and a comparison is done with quarterly contract sales reports to ensure totals for an awarded contract matches on both reports • Invoice documents for projects of a contract member are available for review upon request
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Musco Sports Lighting, LLC proposes a 2% administrative fee calculated as a percentage of the customer contract sales price.

Industry Specific Questions

Line Item	Question	Response *
65	Describe the average life span of your sports lighting systems?	In 2005, Musco started our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Programs (coverage depends on the lighting system and the original design criteria). Musco has several lighting systems that are over 35 years old that are still in operation today.
66	Describe your process for evaluating on field and off site glare for your sports lighting products?	Musco measures both on field & off site glare by looking at luminous intensity (candela) at various locations. This evaluation is done during the design state of the project. On field – Musco's goal is to have no more than 500 candela at the home plate location while looking at the outfield poles. Similarly, our outfield positions will have no more than 500 candela while looking at the infield poles. Off site – Musco strives to achieve candela equal to or less than 7,000 candela at 150' perimeter around the field. Candela is measured at 5' above grade at 150' perimeter.
67	How many LED sports lighting fixtures, within approx. 1,000 fixtures, do you currently have installed in the marketplace?	Musco Sports Lighting has been developing LED lighting solutions since 2008. Musco's first LED sports application was installed on a soccer field in 2010. Since that time, Musco has installed hundreds of thousands of LED sports lighting fixtures. This is more than any other sports lighting manufacturer in the marketplace.
68	Are there any additional or on-going fees in regards to the operation of your lighting control system?	With Musco's Control-Link®System, there are no additional or on-going fees (including cellular and/or data charges) in regards to the control, monitoring, remote connectivity and alerts of your sports lighting system during the warranted period (25 or 10 years).
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis, Musco is looking at the total number of projects sold & and how they breakdown by method of purchase (bid, competitive negotiation, cooperative purchase & direct purchase). Several times during the year, we break down the method of purchase by each cooperative purchase contract. These numbers are compared to the previous timeframes and evaluated.

Exceptions to Terms, Conditions, or Specifications Form

Line Item 67. **NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer’s exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Financial Strength and Stability](#) - Financial.zip - Tuesday July 09, 2019 14:14:13
- [Marketing Plan/Samples](#) - Marketing Plan.zip - Tuesday July 09, 2019 08:09:48
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty.zip - Tuesday July 09, 2019 08:09:56
- [Pricing](#) - Musco Sports Lighting Sourcewell RFP #071619 Pricing.pdf - Friday July 12, 2019 08:38:03
- [Additional Document](#) - Company & Product Information.zip - Tuesday July 09, 2019 10:03:41

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
 - James Hansen, Secretary

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

Exhibit “B”

Quote and Scope of Work

(5 pages to follow)

Date: 01/18/2023

Project: Port Canaveral NCB5-6 Retrofit Phase 1
Cape Canaveral, FL
Ref: 212880

Sourcewell

Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023

Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Quotation Price – Materials Delivered to Job Site and Installation with Project Management

Port Canaveral NCB5-6 – LED Retrofit Phase 1 \$ 332,895.00

Sales tax and bonding are not included.

Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

SportsCluster® system with Total Light Control – TLC for LED™ technology

System Description

- (7) Factory wired poletop luminaire assemblies
- (66) TLC-LED-550w Factory aimed and assembled luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL Listed assemblies

Control Systems and Services

- Control-link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years
- Support from Musco’s Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Installation Services Provided

Please see attached scope of work



Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Amanda Hudnut
Fax: 800-374-6402
Email: musco.contracts@musco.com

**All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL**

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location.
- 480 Volt, 3 Phase electrical system requirement.
- Structural code and wind speed = 2020 FBC, 150 mi/h, Exposure C, Risk Category II
- Confirmation of pole locations prior to production.
- Product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system
- The owner of the field is responsible for the structural integrity of the existing poles

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Harley Abernathy
Key Account Representative
Musco Sports Lighting, LLC
Phone: 667-210-0456
E-mail: Harley.abernathy@musco.com





We Make It Happen.

Musco Lighting, LLC

100 1st Avenue West
PO Box 808
Oskaloosa, Iowa 52577

800 / 825-6020 • 641 / 673-0411
FAX 641 / 673-4740
Web site: www.musco.com

**NCB5/NCB6 LED Retrofit
Cape Canaveral, FL
Scope of Work**

Objective

Provide lighting equipment and services at the Port Canaveral NC.
SCR Retrofit with custom crossarms- 7 poles with 75- TLC-LED-550 fixtures.

Powerline Controls with Custom Pushbutton and Timer

Quote provide assumes the following Scope:

Scope of Work

Owner Responsibilities:

- Provide accurate site drawings for design work.
- Provide reasonable access to the site for construction.
- Maintain a secure site with attention paid to Musco provided materials and equipment on site during the project.
- Provide assistance with site access for 3rd party vendors to assist with disposal and/or
- Provide electrical service to light pole locations.
- Provide Additional overtime pay or pay outside of normal working hours if required due to site access or conditions. Normal Working Hours Defined as (M-F – 7am-4pm)
- Installation Timeframe Estimate- 30 working days from time of delivery excluding weather delays.
- Provide adequate laydown area inside of terminal. (120'x250')



- Provide safe work area and access to at least 2 poles per day. Coordinate install schedule and pole availability with Musco and Sub-Contractor a week in advanced (minimum) so we can be prepared with site specific material.
- Assist with traffic control if required.
- Responsible for existing poles, foundations, existing mounting plates, and electrical infrastructure to the pole.
- Responsible for extra costs outside this Scope of Work if required – Including but not limited to- additional mechanical or electrical inspections, site specific equipment/product certifications, additional testing or pre-testing, new or additional grounding requirements, etc.

Musco Responsibilities:

- Provide required fixtures, driver enclosures, cross arm assemblies and pole wire harnesses.
- Provide straps and bracket kits for ECE (driver box) and (2) LCC (controls enclosure).
- Provide layout of fixture locations and aiming diagram.
- Provide project management in the form of technical assistance for the installation and path of communication between parties.
- Manage our installing subcontractor and assure their responsibilities are satisfied.

Musco Subcontractor Responsibilities:

- Secure electrical and structural permits if required.
- All Workers are required to have their TWIC card. Plan accordingly as this may take some time.
- Provide labor and equipment to off load equipment at jobsite per scheduled delivery.
- Provide materials, labor, and equipment to remove fixtures and associated equipment from all existing poles, maintaining the integrity of the pole. Remove all fixtures and all crossarms from every pole- even ones not being retrofitted.
- Make sure wiring and pole harness remains intact in the pole and temporarily disconnected if required.
- Provide materials, labor and equipment to install Musco furnished crossarms, fixtures and pole harnesses. Roughly +-3' of flex conduit/fittings will need to be provided by contractor for each crossarm for access into the pole. Fixture harness wiring is by Musco.
- Provide labor and equipment to properly Install Musco ECEs and proper location on pole. Provide necessary wire and conduit between ECEs, and pole feeds. Provide +-6' of primary wiring (10awg) and sealtite to the Musco disconnect. We will utilize 2 of the circuits per pole.
- Provide materials and labor to connect (2 per pole) existing pole electrical feeders to new lighting equipment.
- Provide Necessary Materials – Unistrut- wire- etc to integrate (2) Musco Power Line LCC contactor cabinets (16x32) in proper locations per provided control summary.
- Each of the LCCs will need a control circuit to each of the existing contactors and a 480V feed wire for the Powerline controls.
- Each LCC will need fed with 120V from a proper location.
- Rewire required circuits to maintain power to existing poles/circuits and fixtures as needed.
- Schedule work with owner to minimize disruption to on-going daily operations.
- Instruct all employees, workers, and subcontractors in any, and all safety procedures as required by the owner, including use of all required personal safety equipment.



Quote

- Produce lift plans and equipment certifications if required.
- Daily Report of work progress to be provided at the end of each day to be shared with the Owner.
- Provide equipment and materials to remove all construction debris. Recycle old equipment appropriately, documentation of proper lamp disposal to customer may be required.
- Provide startup and aiming as required to provide complete and operating lighting system.

Attachments:

Musco scan 212880B

Aiming-212880B

SportsCluster System TLC for LED Installation Instructions Global



Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

Section:	
Item Number:	1.E
Department:	Engineering
Requested Action:	Consideration of approving a purchase order to Ivey's Construction Inc., pursuant to continuing contract PUR-RFQ-23-1, with a not-to-exceed amount of \$1,262,060.00 for the following Passenger Boarding Bridge (PBB) modifications: CT6 Door Modifications, CT6 PBB Cabin Refurbishments, and supply and install remote controls and HMI screens for CT5, CT6, and CT10 PBBs. (Ken Lum/Tom Foxhoven/Bill Crowe)
Summary Explanation & Background: CT6 Door Modifications: Carnival Cruise Line will homeport the Carnival Vista beginning in November 2023. A review of the berthing configurations for the Vista determined that modifications to the CT6 passenger concourse are needed as the current configuration will not align with the CCL Vista ship side doors. This project will add two additional doors and widen one existing door so that the Vista doors on the ship will align to the passenger boarding bridges. CT6 Cabin Refurbishments: Existing cabin area on the ship side of the PBBs at CT6 need to be replaced and modified due to rust and exposure to weather conditions. The cabin area will be replaced and a roll up door added at the ship side opening of the gangway to enclose and prevent wind driven rain from entering the bridges which has accelerated the corrosion of the components/ controls near the ship-side opening. Remote Control & HMI Screens: New HMI Touchscreens and remote controls will be added for PBBs at CT5, CT6 and CT10. The remote and screens will be located on the dock side of the PBB which will allow operators to safely move the PBB from location to location based on ship requirements.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total not-to-exceed amount of \$1,262,060 is included in the FY23 Capital Budget. No change is required. Project 2279 - CT Passenger Bridge

Attachments:

1E Cover Page.pdf

CT6 PBB Modifications Exhibit.pdf

Ivey's CT-6 PBB Mods Proposal.pdf

Meeting Date

March 1, 2023

**AGENDA ITEM REQUEST**

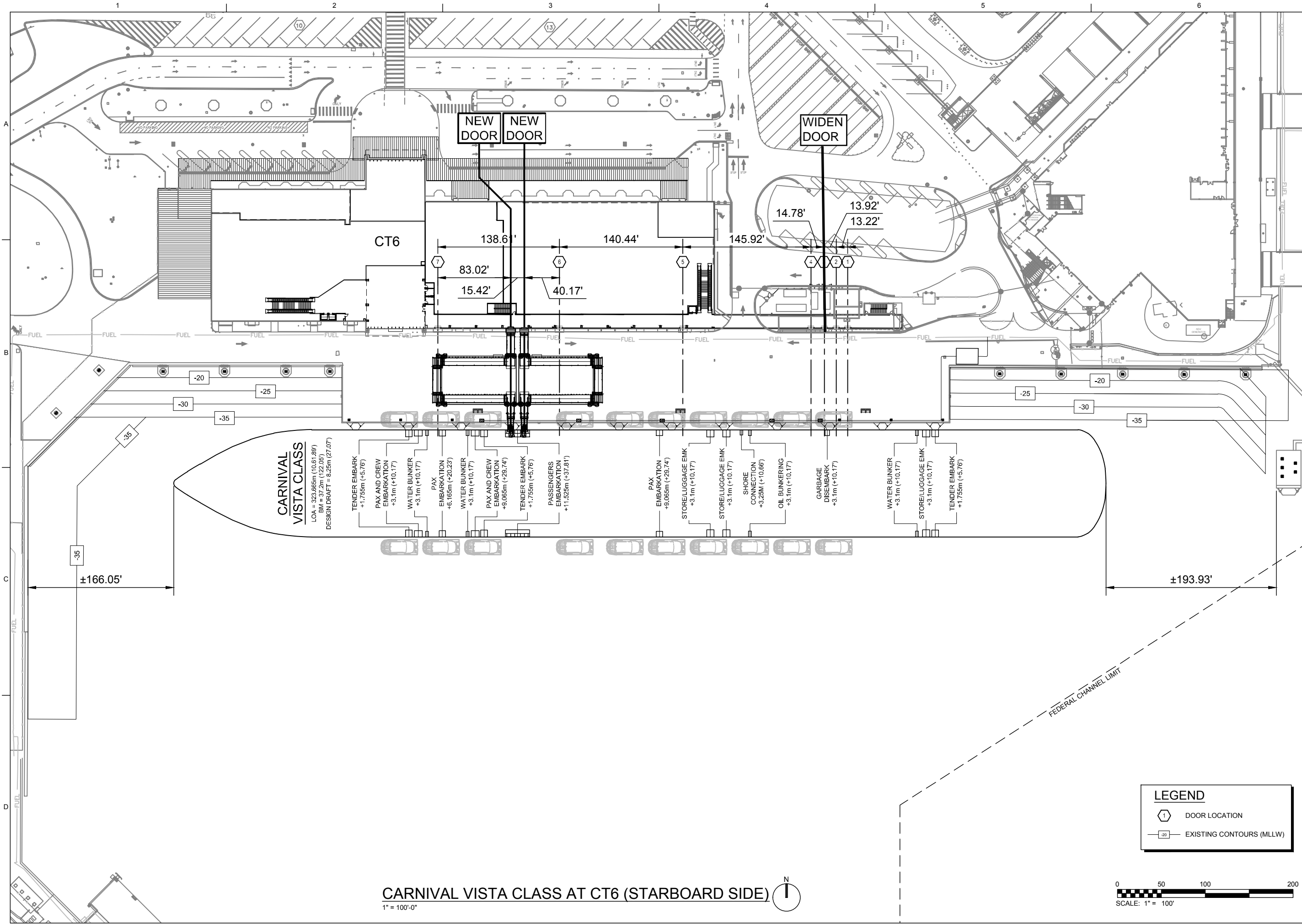
Section:	
Item Number:	1.E
Department:	Engineering
Requested Action:	Consideration of approving a purchase order to Ivey's Construction Inc., pursuant to continuing contract PUR-RFQ-23-1, with a not-to-exceed amount of \$1,262,060.00 for the following Passenger Boarding Bridge (PBB) modifications: CT6 Door Modifications, CT6 PBB Cabin Refurbishments, and supply and install remote controls and HMI screens for CT5, CT6, and CT10 PBBs. (Ken Lum/Tom Foxhoven/Bill Crowe)
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Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	<p>The total not-to-exceed amount of \$1,262,060 is included in the FY23 Capital Budget. No change is required.</p> <p>Project 2279 - CT Passenger Bridge</p>

Attachments:

[CT6 PBB Modifications Exhibit.pdf](#)

[Ivey's CT-6 PBB Mods Proposal.pdf](#)

File Name: Z:\689730\Suppor2016\Drawings\Misc: Pier Arrangements\Drawings\C1 - Ships At CT6.dwg Layout Name: CARNIVAL VISTA STAR 11x17 Plot Time: Wednesday, August 09, 2017 - 3:56pm Plotted by: DVU2



LEGEND

- 1 DOOR LOCATION
- 20 EXISTING CONTOURS (MLLW)



ch2m

CH2MHILL ENGINEERS, INC.
 445 CHALLENGER ROAD - SUITE 130
 CAPE CANAVERAL, FL 32920

MISC PIER ARRANGEMENTS
 PORT CANAVERAL, FLORIDA
 CANAVERAL PORT AUTHORITY

CARNIVAL VISTA CLASS AT CT6

NO.	DATE	DR	DESIGNER	CHK	REVISION	BY	APVD	SEALNAME

VERIFY SCALE
 BAR IS HALF INCH ON ORIGINAL DRAWING.
 0 1/2"

DATE: MAY, 2017
 PROJ: 661124
 DWG: C1.0
 SHEET: 1 of 1

PLOT DATE: 8/9/2017 PLOT TIME: 3:56:15 PM

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Ivey's Construction, Inc.

4060 N. Courtenay Pkwy • Merritt Island, FL 32953 • CGC 038685 • (321) 453-3812 • FAX: 459-0398

February 22, 2023

Tom Foxhoven
Project Director
Canaveral Port Authority
445 Challenger Road
Cape Canaveral, FL 32920

Reference: CT-6 Bridge Door Modifications and Adelte Scope **REV 2**

Subject: Guaranteed Maximum Price (GMP)

Tom:

Ivey's Construction, Inc. respectfully submits the attached GMP for the CT-6 Bridge Door Modifications, CT-6 Cabin Refurbishments, and ground level remote controls and HMI screens at CT-5, CT-6 and CT-10. This GMP price is in accordance with Ivey's Construction 2023 Management at Risk Services Landside for Continuing Construction Services contract.

This GMP is based on:

- Drawings titled "Cruise Terminal 6, Embark/Disembark Bridge Door Modifications," by BRPH, dated November 16, 2017,
- Drawings titled "CT6 Bridge Communications Improvements," by Premier, marked up January, 2023
- Scope described on Adelte's proposal, provided to Ivey's by CPA.

GMP **\$1,262,060.00**

The above GMP includes the following scope:

- Installation of temporary wall system
- Remove existing exterior siding and store for reuse
- Remove carpet tiles and store for reuse
- Demolish and dispose of drywall, insulation, vinyl cove base, and exterior densglass sheathing
- Structural steel modifications
- Drywall and insulation repairs
- Electrical and Communications modifications
- Furnish and install three chain operated roll-up doors (non-motorized)
- Furnish and install diamond plate thresholds at each new roll-up door
- Furnish and install exterior aluminum trim materials at each new door openings
- Custom cut removed siding and reinstall at new door openings
- Furnish and install new porcelain tile the width of each new door opening
- Prime and paint interior walls in affected areas
- Reinstall carpet tiles and vinyl cove base
- Furnish and install new HMI screens for 6 SPBBs. (CT-5, CT-6, & CT-10)
- Furnish and install new remote controls for 6 SPBBs. (CT-5, CT-6, & CT-10)

(Scope description continued)

- Replace the final brow (docking ramp) of the cabin at each SPBB at CT-6.
- Supply, weld and paint the necessary structural elements to support the new shutter roll up door at each SPBB at CT-6
- Install the roll up door at the end of the tilting body of the cabin at each SPBB at CT-6
- Replace the cabin flooring for the new R12 type at each SPBB at CT-6
- Testing and commissioning of the new cabin systems at CT-6
- Insurance (General Liability and Builder's Risk)
- Cut and patch up to 30 holes for conduit routing.
- Supervision
- Work to be coordinated with Canaveral Port Authority Cruise Ship Schedule

Exclusions:

1. It is assumed that personnel will use terminal restrooms. No temporary restroom facilities are included.
2. Dumpster's for Adelte's work.

Note:

1. Adelte's on-site duration is assumed to take place while Ivey's is performing the CT-6 PBB Modifications. No additional supervision or other GC's have been added for Adelte's work.
2. Adelte's scope to be coordinated with the Canaveral Port Authority.
3. Assume the use of the CPA's forklifts and aerial lifts to complete Adelte's scope of work.
4. Adelte quoted a \$3,815.00 cost impact per day as needed due to the ship schedule. Ivey's has included \$38,150.00, allowing for up to ten days of impacts. These impact funds are included for the sole use of the Canaveral Port Authority and must be approved in writing prior to expenditure.
5. Materials and Manufacturing for Adelte, is taxed at 7% and is included in this GMP.
6. If Ivey's is required to be onsite after the completion of the CT-6 PBB modifications, additional GC's will be negotiated with the Port Authority.

This proposal is valid for 30 calendar days.

Thank you,
IVEY'S CONSTRUCTION, INC.



Christian Dufresne
Estimator

Ivey's Construction, Inc. 4060 N. Courtenay Pkwy., Merritt Island, FL 32953

Phone [321] 453-3812

Fax [321] 459-0398

Canaveral Port Authority						
COST BREAKDOWN						
IVEY'S CONSTRUCTION, INC.						
					DATE:	02/22/23
SUBJECT: CT-6 Bridge Door Modifications and Adelte Scope REV 2						
Material / Equipment:			\$6,795.83			
				SUBTOTAL:	\$6,795.83	
	HRS.	RATE				
LABOR:						
Supervisor	128	\$55.69	\$7,128.32			
Project Engineer	18	\$51.73	\$931.14			
Ironworker	168	\$64.80	\$10,886.40			
Ironworker Foreman	56	\$67.50	\$3,780.00			
Estimator	12	\$80.07	\$960.84			
Project Manager	16	\$114.69	\$1,835.04			
				SUBTOTAL:	\$25,521.74	
PT & I @ 35% OF LABOR:	\$25,521.74		Incl. in Rates Above			
SMALL TOOLS @ 14% OF LABOR:	\$14,666.40		\$2,053.30			
				SUBTOTAL:	\$2,053.30	
SUBCONTRACTORS:						
Quality Metals					\$61,000.00	
Overhead Door Company of Central FL					\$26,671.96	
Acousti					\$106,300.00	
Chrome Electric					\$142,100.00	
Adelte					\$612,560.00	
Adeltes Tax for Material & Manufacturing					\$15,820.00	
Cut and Patch Allowance					\$9,630.00	
Builders Risk					\$4,000.00	
General Liability					\$5,000.00	
SUBTOTAL					\$1,017,452.82	
OVERHEAD @ 10% OF:	\$1,017,452.82		\$101,745.28			
SUBTOTAL					\$1,119,198.11	
Fee @ 5% OF:	\$1,119,198.11		\$55,959.91			
SUBTOTAL					\$1,175,158.01	
BOND @ 1%. OF:	\$1,175,158.01		\$11,751.58			
SUBTOTAL					\$1,186,909.59	
TOTAL:					\$1,186,910	
Contingency					\$37,000.00	
Owner Caused Impacts Due To Ship Schedule					\$38,150.00	
TOTAL:					\$1,262,060	

January 5, 2022

To: Ivey Construction, Inc.
Attn : Rocky Johnson
4060 N. Courtenay Pkwy.
Merritt Island, Fl. 32953

Bid Proposal: Cruise Terminal 6
Embark/Disembark Bridge Door Modifications

We are pleased to provide you with our proposal (3 pages total) to furnish all labor, fabrication, materials, equipment, freight, supervision and insurance to complete the work as follows and in accordance with the drawings provided by BRPH dated 11/16/17.

PEMB (West Side)

1. Remove exterior siding as required directly adjacent to the two (2) new overhead door openings. (Locate by others)
2. Install new Class I polyethylene vapor diffusion retarder membrane w/6" minimum laps where existing siding has been removed only.
3. Install new 4 mm Aluminum Composite Materials to match existing at the two new door openings.
4. Re-install the previously removed 7.2 Rib profile panels w/new trims, sealants, backer rod, and fasteners as required.
5. Install new aluminum diamond plate at door thresholds (2) set in a bed of non-shrink grout.

Stud Wall (East Side)

1. Remove exterior siding as required directly adjacent to the one (1) existing overhead door opening. (Locate by others).
2. Install new Class I polyethylene vapor diffusion retarder membrane w/6" minimum laps where existing siding has been removed only.
3. Install new 4 mm Aluminum Composite Materials to match existing at one (1) door opening.
4. Re-install the previously removed 7.2 Rib profile panels w/new trims, sealants, backer rod, and fasteners as required.
5. Install new aluminum diamond plate at door thresholds (1) set in a bed of non-shrink grout.

Note: All replacement materials to match existing panels and trims as close as possible in profile and color. Exact match may not be possible based on the availability of existing materials. Color match will be new (un-faded) and may not be an exact match to existing color.

Three (3) Mobilizations are included in this proposal. For additional mobilization please inquire.

Bid Amount: Sixty One Thousand Dollars & 00/100 (\$61,000.00 USD)

Please see attached page for standard QMI exclusions and conditions which are part of this proposal. If you have any additional questions regarding this scope, please do not hesitate to call me at (407) 321-3181.

Thank you,

Blake Bassett

PLEASE NOTE:

- 1) **The construction industry is currently experiencing price volatility with aluminum, steel, concrete and roofing products. Due to market fluctuations, the costs of these products are subject to sudden, significant changes and firm prices cannot be obtained from suppliers. In the event of an increase in the price of these products, subsequent to accepting this Proposal/Contract, the price set forth in this Proposal/Contract shall be increased to reflect all additional costs.**
- 2) Commercial general liability – defect products/completed operations coverage, including bodily injury and property damage liability, does not apply to work that is included within the products/completed operations hazard; arises out of defective construction of all or any part of a **residential structure** and is reported to us more than 11 months after our work is deemed completed on the project. This limitation of coverage extends to all **habitational buildings**, as well as, common areas and appurtenant structures.

ADDENDUM TO BID PROPOSAL – TERMS & CONDITIONS

- i. MEP trades, permitting, bonding, shop drawings, engineering, additional testing, liquidated damages, overtime, multiple mobilizations, Davis Bacon wage scale, certified payroll and all other work, materials and conditions not defined above are specifically excluded from this Proposal/Contract.
- ii. Enrollment cost or any additional cost related to participation in the “*Textura Construction Payment Management*” program or any similar construction payment management program is not included in this proposal.
- iii. The cost for any Job site specific drug testing is not included in this proposal. This includes all hourly wages and transportation cost for each employee required to test. **Quality Metals, Inc. is a DFWP/EOE.**
- iv. Job Specific Safety Orientation is included in this proposal for a period not to exceed one (1) hour of class time. Any additional time required is not included.
- v. This Proposal/Contract does **not** include labor for composite clean-up crews.
- vi. This Proposal/Contract is based upon manufacturer’s recommendations and industry standards.
- vii. This Proposal/Contract is based upon the issuance and acceptance of a modified AIA Document A401 – 2007 or similar agreement.
- viii. We acknowledge having reviewed **NO** addenda associated with this project and scope of work quoted.
- ix. Field measurements are required prior to fabrication.
- x. No materials will be ordered prior to our receiving approved color selection and executed contract agreement.
- xi. This Proposal/Contract will be void ten (10) days after its original date.
- xii. This Proposal/Contract is based upon standard work hours, Monday – Friday, 7:00 am - 3:30 pm with three (3) mobilizations. **For after hours work, weekend work, or multiple mobilizations please inquire as these costs are not included in this offer.**
- xiii. All cost associated with an accelerated schedule for any reason other than delays directly related and caused by Quality Metals, Inc. are not included in this proposal. Should your project require an accelerated schedule including but not limited to overtime, weekends, second or third shifts, etc. please inquire.
- xiv. General Contractor/Owner to provide the following, unless otherwise noted under scope of work:
 - a. Solid, level site for use of standard handling equipment.
 - b. Clear access to area of work.
 - c. Trash & Sanitary receptacle adjacent to the work.
 - d. Electrical power.
 - e. Permits
- xv. Our standard one-year workmanship warranty applies to this Proposal/Contract.
- xvi. Acceptance and/or use of this Proposal/Contract includes acceptance of all terms and conditions stated herein. Upon award of this project, this Proposal/Contract along with the Terms & Conditions shall be incorporated into the contract language for the project.
- xvii. This Bid Proposal includes all Florida sales and use taxes on materials manufactured and incorporated into this project.
- xviii. Our standard insurance coverages apply to this Proposal/Contract. Copy provided upon request.

The Genuine. The Original.



Job:

CT-6

FL

Prepared For:

Ivey's construction

FL

By:

Overhead Door Co of Central FL

Cocoa, FL

Contact:

Dirk Williamson

Phone: +1321-639-0480

Email: dwilliamson1465@gmail.com

*This proposal is valid until **Wednesday, February 15, 2023***

Overhead Door Co of Central FL
1465 Cox Rd
Cocoa, FL 32926-4743

1/30/2023 11:40 AM

Ivey's construction
FL

Subject: Proposal for CT-6

Best Regards,

Dirk Williamson | Phone: +1321-639-0480

Reference: SQINY000109-1 was modified Monday, January 30, 2023 and is valid till Wednesday, February 15, 2023.





Overhead Door Co of Central FL

1465 Cox Rd
Cocoa, FL 32926-4743

Contact: Dirk Williamson
Phone: +1321-639-0480
Email: dwilliamson1465@gmail.com

This proposal is valid till Wednesday, February 15, 2023 Quote: SQINY000109-1 | Created: 1/16/2023 12:53 PM

<u>Job:</u>	<u>Prepared For:</u>
CT-6	Ivey's construction
FL	FL

Item	Qty
1 625.RD 7' 0" x 7' 0" Opening	2
Mounting: Right: Steel, Face Mount E Guide; Left: Steel, Face Mount E Guide; Lintel - Steel, Header - Steel Curtain: Windload - 50 PSF (Florida Building Code), F265I Insulated, Steel, Gray, Primed, Backcover - Gray, Primed, 22 gauge, Backcover - 24 gauge, Interior Mtd Above Lintel, Alternate Endlock, Curtain Wrapped on Pipe Operation: Chain Hoist, Bracket Mount, Cast Gear Hoist, Right Hand Bottom Bar: Double Angle, Steel, Powder Coat-Black, Astragal, Slide Lock, Both Jambs, Coil Side Guide: Steel, Powder Coat-Black, Vinyl-1 Side, Bellmouth Entry Hood: Octagon, Steel, Gray, Primed, Hood Baffle Bracket: Steel, Powder Coat-Black Misc: ReadySet Last Changed: 1/30/2023 11:36 AM EST	
2 625.RD 8' 0" x 7' 0" Opening	1
Mounting: Right: Steel, Face Mount E Guide; Left: Steel, Face Mount E Guide; Lintel - Steel, Header - Steel Curtain: Windload - 50 PSF (Florida Building Code), F265I Insulated, Steel, Gray, Primed, Backcover - Gray, Primed, 22 gauge, Backcover - 24 gauge, Interior Mtd Above Lintel, Alternate Windlock, Curtain Wrapped on Pipe Operation: Chain Hoist, Bracket Mount, Cast Gear Hoist, Right Hand Bottom Bar: Double Angle, Steel, Powder Coat-Black, Astragal, Slide Lock, Both Jambs, Coil Side Guide: Steel, Powder Coat-Black, Vinyl-1 Side, Bellmouth Entry Hood: Octagon, Steel, Gray, Primed, Hood Baffle Bracket: Steel, Powder Coat-Black Misc: ReadySet Last Changed: 1/30/2023 11:37 AM EST	

Total (USD): \$26,671.96



Overhead Door Co of Central FL

1465 Cox Rd
Cocoa, FL 32926-4743

Contact: Dirk Williamson
Phone: +1321-639-0480
Email: dwilliamson1465@gmail.com

Terms and Conditions

STANDARD PAYMENT TERMS ARE: 50% down to order with COD remainder due at install, unless current credit is established. No retainages or discounts allowed. Net Due 30 days if credit. Price quoted is cash discount price add 3% (5% commercial) for any payment other than cash or check. PROPOSAL DOES NOT INCLUDE: Jamb material, spring mounting pads, electrical conduit, wiring of low voltage controls and accessories, high voltage wiring, building permits, special licensing, additional insurance, binders, or bonding, unless stated above. This initial quote is based solely on information supplied by the Purchaser at the time of contact, whether by verbal or written means. Purchaser responsible to supply accurate and 100% complete specifications and/or drawings to the Seller for an accurate quote. If incomplete drawings/specifications are supplied, dimensions may be from the scaling method, and quoted with the minimum number of options required for proper operation of the equipment. (Windload ratings of doors are supplied as 'pounds per square foot' (PSF) listed herein as design/test, from the manufacturer. 'Miles per hour' (MPH) door ratings, if supplied, as a courtesy to the customer, are to be considered as approximates, and should be interpolated solely by the architect/engineer for the doors from manufacturer supplied PSF design/test ratings for accuracy.) Pricing may change after on-site field inspections are completed and variances from the original quote are found. Electrical conduit, pipes, or other obstructions are to be re-located by the Purchaser, if found to be within the mounting areas. Purchaser to have all equipment, shelving, boxes, or other obstructions cleared from the work areas before work will commence. Seller not responsible for damage to items not removed from the installation area. Side room and headroom mount areas must be flush, level, and plumb, and of sufficient width, height, and strength for proper installation. No building structural repairs and/or modifications are included unless noted above. No personnel or equipment traffic is allowed through or around doorway while crews are working. All affected electrical devices should be locked out and tagged before our crews will service such devices. PERMITTING- Where applicable, by law, the customer is responsible to procure a building permit that is to be on site, in a visible place, before any door installations can take place. Shop drawings are to be approved before product can be placed on order or into production. Lead times will vary per type of equipment so please allow up to 4 weeks after shop drawing approvals for delivery. ADDITIONS or DELAYS to our work caused by a general contractor, outside trades, hidden obstructions, insufficient structure for mounting of our equipment, un-level surfaces, inaccessible work areas, or building modifications, will be chargeable to the Purchaser at our current hourly \$ 125.00 service rate. At time of scheduled installation, If seller cannot install door due to no fault of Seller the Purchaser agrees to pay seller \$1000.00 per day for lost day of performance as damages Seller incurred. Purchaser understands Seller must have hard surface (concrete or pavement) for our trucks, trailers and equipment to have full access to and at the door openings for unloading doors, door parts, tools and equipment to stage and install doors. Purchaser agrees that doors shall remain in Seller's possession until paid in full. In the event Purchaser breaches or defaults under the terms and provisions of this Agreement, the Purchaser shall be responsible for the costs of collection, including reasonable attorneys' fees. The Seller shall be entitled to full and final payment on the Purchase Order. There shall be a 1 1/2% service charge per month for all payments due and owing after 30 days. (Agreements are contingent upon strikes, accidents, or delays beyond our control.) Local and state taxes are included unless stated otherwise.

Payment Details

The Genuine. The Original.



Overhead Door Co of Central FL

1465 Cox Rd
Cocoa, FL 32926-4743

Contact: Dirk Williamson
Phone: +1321-639-0480
Email: dwilliamson1465@gmail.com

Payment Terms:

Payment Method:

Shipment Details

Freight Terms:

Acceptance:

Terms, price, and specifications on all pages of this proposal are hereby accepted.

Authorized By (Seller): _____ Date: _____

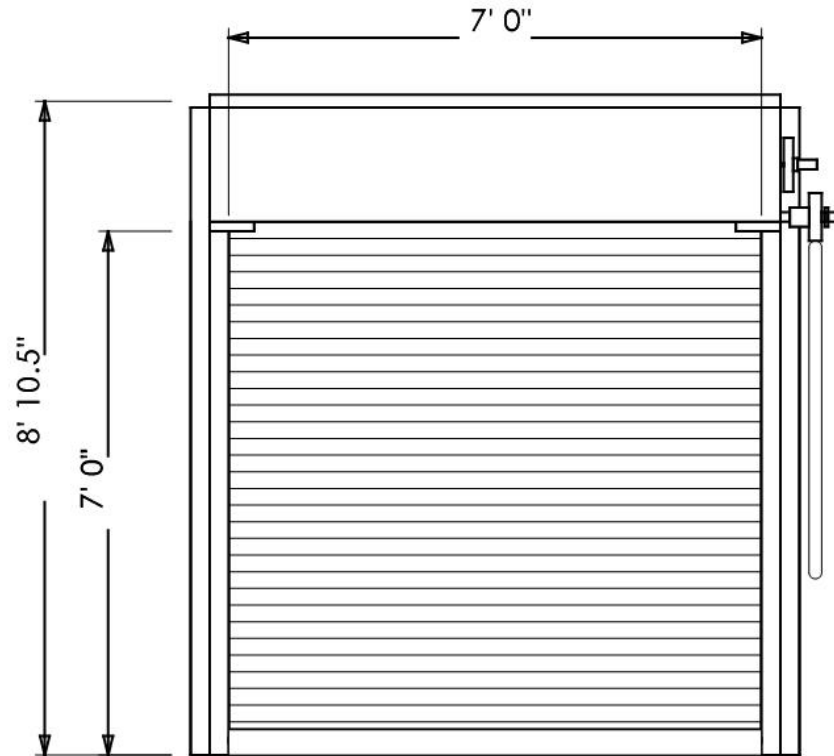
Authorized By (Buyer): _____ Date: _____

Print Name (Buyer): _____

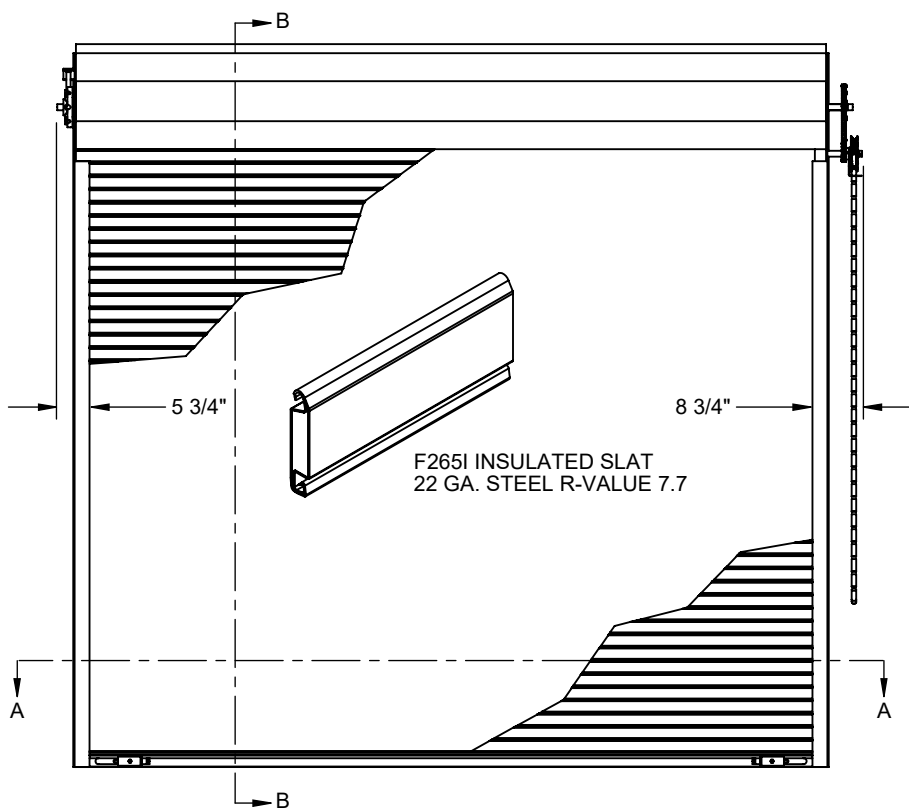
Purchase Order: _____ Tax Exempt: Yes No



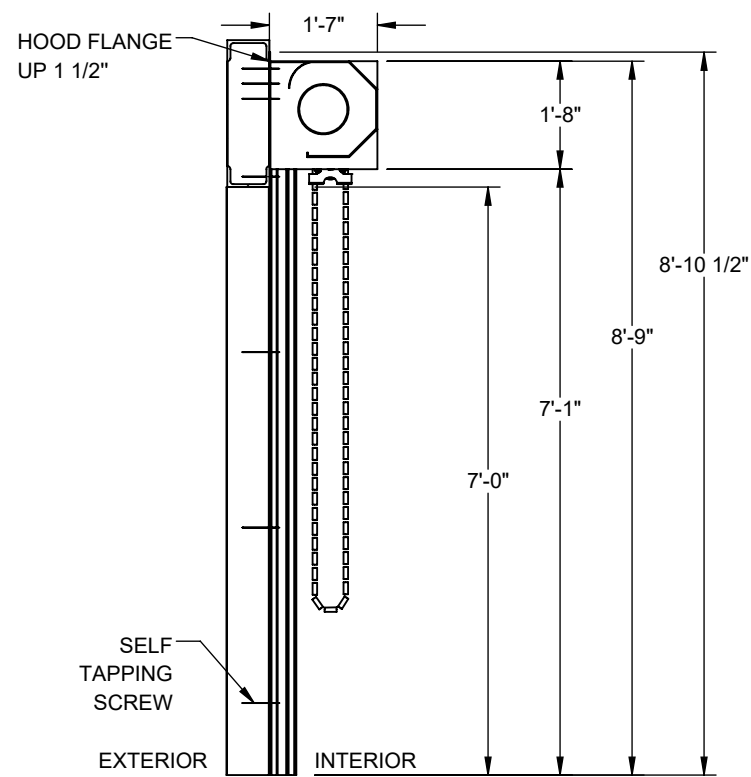
Viewed From Coil Side



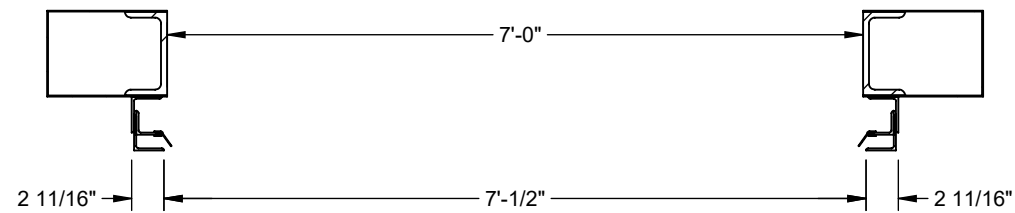
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Item: 625.RD	Description: 7' 0" x 7' 0" Opening
Quote: SQINY000109-1	



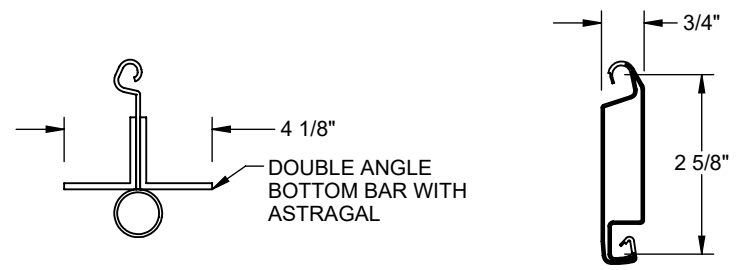
ELEVATION



SECTION B-B




SECTION A-A



BOTTOM BAR SECTION

SLAT SECTION

MODEL 625 ROLLING SERVICE DOOR The Genuine. The Original. 	DOOR MARK: JOB NAME: CT-6	OPENING WIDTH: 7'-0" NOTES:	OPENING HEIGHT: 7'-0"	QUANTITY: 7 SHEET 1 OF 2 DATE: 01/16/2023 01:07 PM EST
	ARCHITECT: BRPH CONTRACTOR: Ivy's DISTRIBUTOR: Overhead Door Co of Central FL	QUOTE/ORDER#: SQINY000109-1 LINE #: 1		
	236			RD_SD_FM_RH_2

SPECIFICATIONS

CURTAIN	22 GA. STEEL, GRAY, PRIMED
BACKCOVER	24 GA. STEEL, GRAY, PRIMED
ENDLOCKS	ALTERNATE ENDLOCK
BOTTOM BAR	DOUBLE ANGLE, STEEL, POWDER COAT-BLACK NONE
LOCK	SLIDE LOCK, COIL SIDE, BOTH JAMBS
OCTAGON HOOD	24 GA. STEEL, GRAY, PRIMED
FASCIA	NONE
GUIDES	STEEL, POWDER COAT-BLACK
BRACKET	1/4" STEEL, POWDER COAT-BLACK
PIPE	1" DRIVE SHAFT, 20,000 CYCLES SPRINGS
INTERLOCK(S)	NONE
DESIGN PRESSURE	50 PSF (FLORIDA BUILDING CODE) FL 742-R10

GUIDE DETAILS

STEEL ANGLES

WALL ANGLE

3x2-1/2x3/16

INNER ANGLE

2x2x3/16

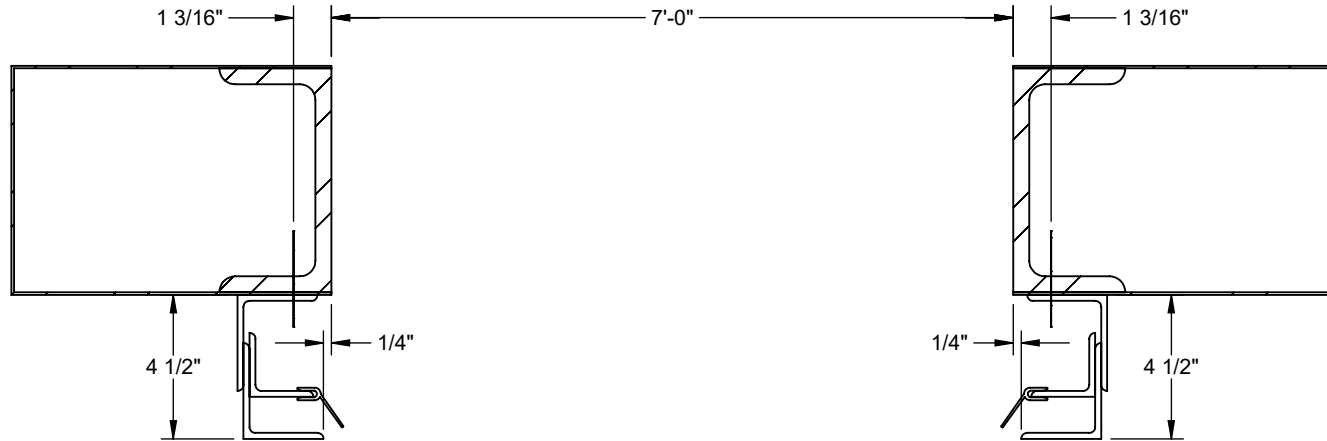
OUTER ANGLE

3x2-1/2x3/16

WALL FASTENERS

SELF TAPPING SCREW

3/8-12, 18" ON CENTER



INTERIOR FACE MOUNT E GUIDE ON STEEL JAMB

EST. SHIPPING WEIGHT 830 LBS

MODEL 625 ROLLING SERVICE DOOR

The Genuine. The Original.



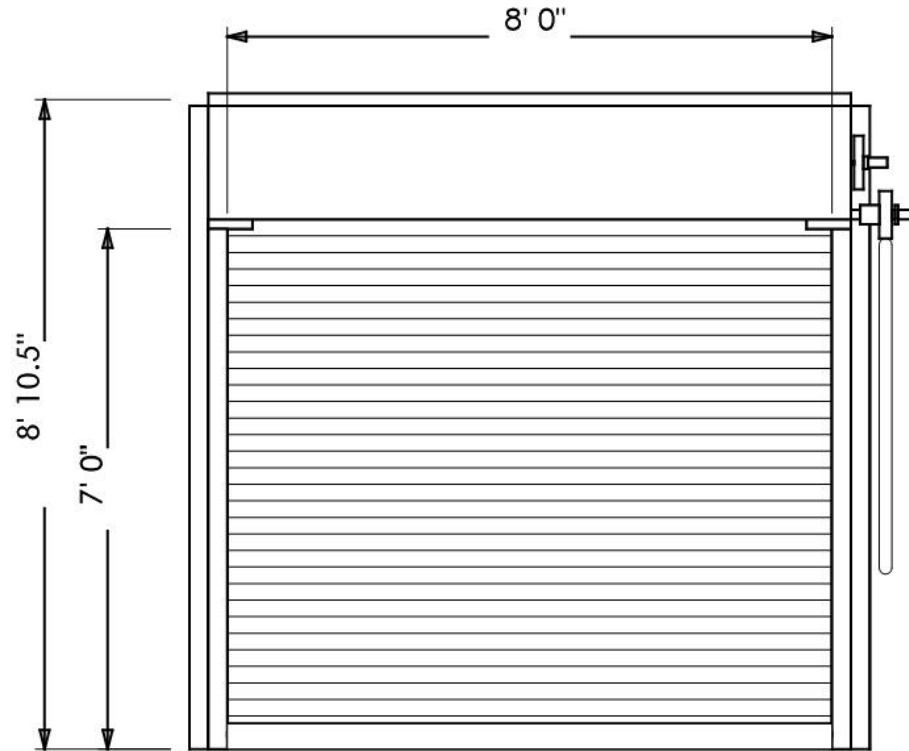
DOOR MARK:	JOB NAME: CT-6
ARCHITECT:	BRPH
CONTRACTOR:	Ivy's
DISTRIBUTOR:	Overhead Door Co of Central FL

OPENING WIDTH:	7'-0"
OPENING HEIGHT:	7'-0"
NOTES:	

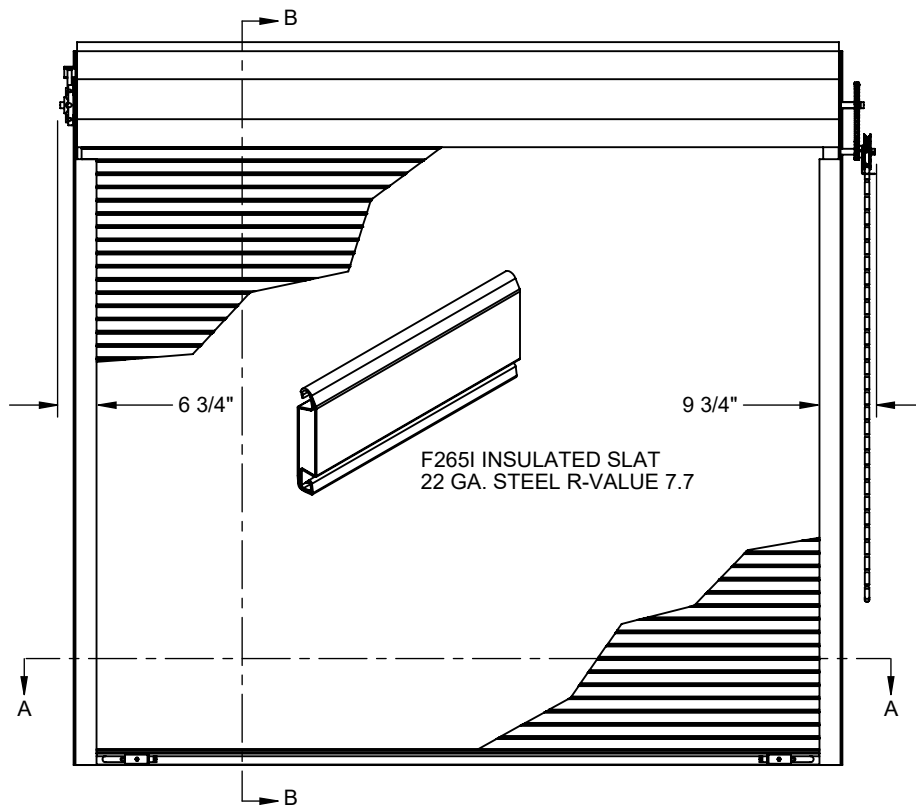
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SHEET 2 OF 2	
DATE:	01/16/2023 01:07 PM EST
QUOTE/ORDER#:	SQINY000109-1
LINE #:	1



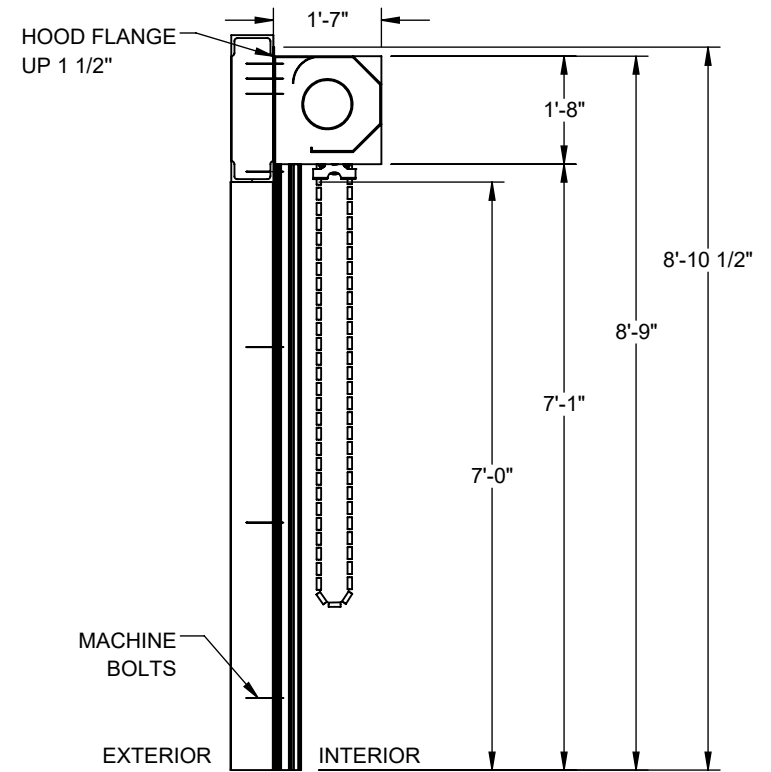
Viewed From Coil Side



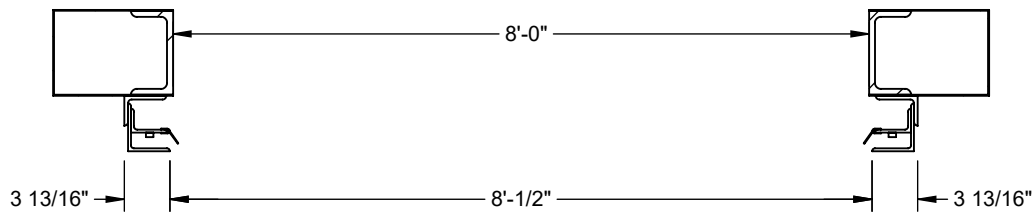
Job: CT-6	Line: 2
Item: 625.RD	Description: 8' 0" x 7' 0" Opening
Quote: SQINY000109-1	



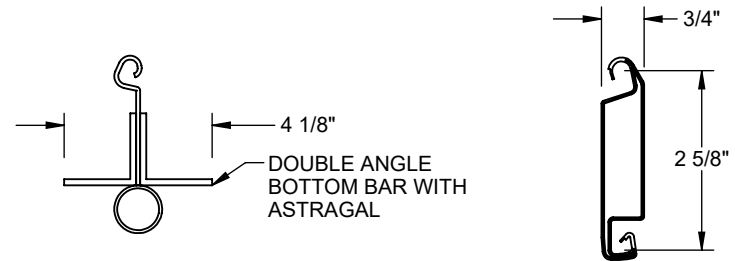
ELEVATION



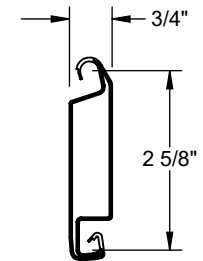
SECTION B-B



SECTION A-A



BOTTOM BAR SECTION



SLAT SECTION

MODEL 625 ROLLING SERVICE DOOR

DOOR MARK: JOB NAME: CT-6

OPENING WIDTH: 8'-0"

OPENING HEIGHT: 7'-0"

QUANTITY: 1

The Genuine. The Original.

ARCHITECT: BRPH

NOTES:

SHEET 1 OF 2
DATE: 01/30/2023
11:37 AM EST



CONTRACTOR: Ivy's
DISTRIBUTOR: Overhead Door Co of Central FL

QUOTE/ORDER#: SQINY000109-1
LINE #: 2

239

SPECIFICATIONS

CURTAIN	22 GA. STEEL, GRAY, PRIMED
BACKCOVER	24 GA. STEEL, GRAY, PRIMED
ENDLOCKS	ALTERNATE WINDLOCK
BOTTOM BAR	DOUBLE ANGLE, STEEL, POWDER COAT-BLACK NONE
LOCK	SLIDE LOCK, COIL SIDE, BOTH JAMBS
OCTAGON HOOD	24 GA. STEEL, GRAY, PRIMED
FASCIA	NONE
GUIDES	STEEL, POWDER COAT-BLACK
BRACKET	1/4" STEEL, POWDER COAT-BLACK
PIPE	1" DRIVE SHAFT, 20,000 CYCLES SPRINGS
INTERLOCK(S)	NONE
DESIGN PRESSURE	50 PSF (FLORIDA BUILDING CODE) FL 742-R10

GUIDE DETAILS

STEEL ANGLES

WALL ANGLE

3-1/2x2-1/2x5/16

INNER ANGLE

3x2x1/4

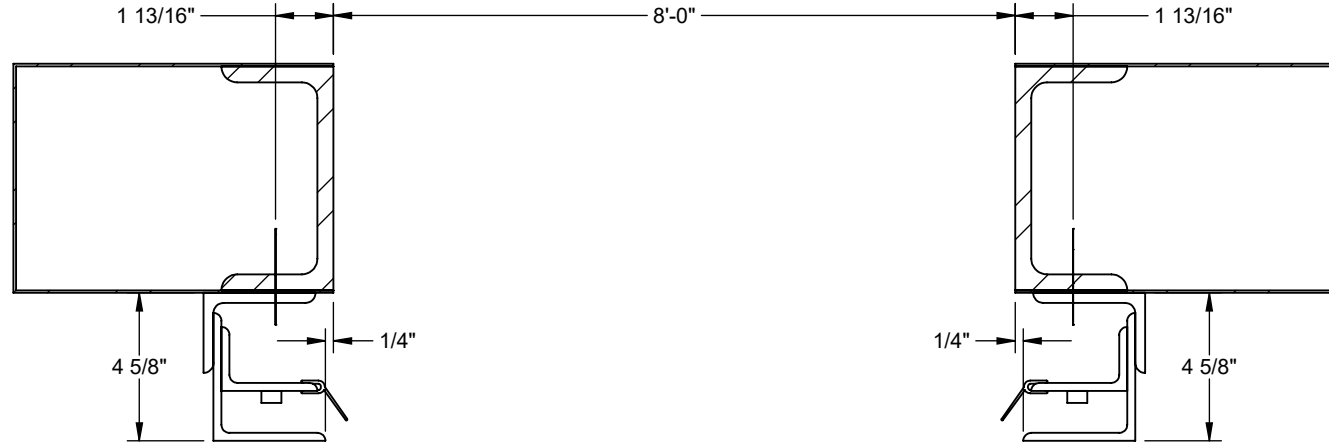
OUTER ANGLE

4x3-1/2x1/4

WALL FASTENERS

MACHINE BOLTS

1/2-13, 17" ON CENTER



INTERIOR FACE MOUNT E GUIDE ON STEEL JAMB

EST. SHIPPING WEIGHT 1020 LBS

MODEL 625 ROLLING SERVICE DOOR

The Genuine. The Original.



DOOR MARK:

JOB NAME: CT-6

ARCHITECT: BRPH

CONTRACTOR: Ivy's

DISTRIBUTOR: Overhead Door Co of Central FL

OPENING WIDTH: 8'-0"

OPENING HEIGHT: 7'-0"

NOTES:

QUANTITY: 1

SHEET 2 OF 2

DATE: 01/30/2023
11:37 AM EST

QUOTE/ORDER#:
SQINY000109-1

LINE #: 2 **240**



426 Gus Hipp Blvd.
 Rockledge, FL 32955
 Ph 321.636.4042
 Fax 321.636.4087

- INTERIOR CONSTRUCTION SYSTEMS -
 CEILINGS WALLS FLOORS

ALACHUA | FT. LAUDERDALE | FT. MYERS | JACKSONVILLE | MIAMI | NORTH VENICE | ORLANDO | ORLANDO - ACOUSTI SPECIAL PROJECTS | PENSACOLA | **ROCKLEDGE**
 TALLAHASSEE | TAMPA | WEST PALM BEACH | HOUSTON, TX | NEW ORLEANS, LA | NASHVILLE, TN | CHARLOTTE, NC | RALEIGH, NC | RICHMOND, VA

To: **Ivey's Construction, Inc.**

4060 N. Courtenay Pkwy
 Merritt Island, FL 32953

Ph. # 321-453-3812

Fax #:

Attention: Mike Koons

Email: mkoons@iveycon.org

Original Bid Date: Tuesday, March 27, 2018

Building: Cruise Terminal 6 Doors

Location: 9241 Charles M Rowland Dr. Cape Canaveral

Architect: BRPH

Orig. Plans Dated: Drawings: 11/16/2017

Revised On: Drawings: Premier Design

This is a proposal to furnish all materials and labor as herein described for the above named project as per your request and conditions herein:

Metal Framing, Drywall and Finishing

\$96,600.00

Furnish and Install Metal Framing and Drywall Around New Roll Up Doors

- Box Beam Headers Included
- Densglass Sheathing Included
- R-38 Kraft Faced Insulation Included
- Equipment Included for Our Scope of Work
- 5/8" Type X Drywall for Interior Applications
- Details N9&H9/A7.101 Included
- Fire Rated Paddle Latch Access Panel Included (24"x24")
- No Waterproofing Membrane Included
- Floor Protection Included
- Temp Walls Included @ Each Door
- No Demo or Engineering Included

Flooring

\$9,700.00

- New Porcelain Tile @ Doors Included
- Carpet to be Reused from Demo
- Schluter Included
- Bluestone "#AV203 Pennsylvania Blue" Priced for the Tile
- Color Match Sanded Grout Priced

Quote Valid for 30 Days

Addendum No.(s): None

Total Bid Installed: \$106,300.00 With Tax Included.

Alternates No. (s): None

Drawings / Bidders Instructions: FTP Site

Attachments:

ACOUSTI RESERVES THE RIGHT TO NEGOTIATE THE FINAL TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.

Purchaser's acceptance of the intent of this proposal whether by this form or otherwise. Incorporates all conditions of this proposal shown on this and the reverse side. All subject to purchaser's acceptance by an authorized officer or agent. Within twenty (20) days from date hereof.

THIS PROPOSAL DOES NOT INCLUDE EXTRA FEES ASSOCIATED WITH ANY REQUIRED FEE BASED SYSTEM FOR PROJECT MANAGEMENT / BILLING / PAYMENT. THESE FEES WILL BE A CHANGE ORDER TO THE CONTRACT OR A REVISION TO THE PROPOSAL.

IF YOUR CONTRACT FORM IS NOT REQUIRED, KINDLY SIGN AND DATE THIS PROPOSAL ON THE REVERSE SIDE TO SIGNIFY ACCEPTANCE. THANK YOU!

STATE SALES TAX NOT INCLUDED ON MATERIAL SALES

(See reverse side for conditions and ACCEPTANCE)

Respectfully submitted, **Rockledge Branch**
 ACOUSTI Engineering Company of Florida

John Chance

Email: Johnchance@acousti.com Cell # 321-302-9038



ACOUSTI
ENGINEERING
COMPANY OF FLORIDA
www.acousti.com

- INTERIOR CONSTRUCTION SYSTEMS -
CEILINGS WALLS FLOORS

426 Gus Hipp Blvd
Rockledge, FL 32955
PH 321.636.4042
Fax 321.636-4087

Normal Working Hours (7:00am - 3:30pm) Afterhours or Overtime Not included.

Insulation/ Seismic/ Fire-rated Ceiling Assemblies NOT included.

Dumpster Provided at NO Cost to Acousti Engineering Company of Florida

Demolition Not Included.

Calking of Wall Angle/ Perimeter Trim/ Not included

Davis Bacon / Certified Payroll Costs NOT included

Textura Accounting System costs NOT included.

Extra Wires at Electrical Or Mechanical Devises NOT included.

P&P Bond / Bid Bond NOT included.

Clean Up & Supervision included.

- (1) So that we may ship material and organize our erection crew, purchaser shall notify us in writing at least four weeks before the building is ready for our work, with work progressed to the extent that all our work can be done in one continuous operation.
- (2) Purchaser shall make no charge against us for liquidated damages, clean up, hoisting, watchman, telephone, broken glass, light, rubbish removal, or insurance. We will remove only that rubbish caused by us, and pay for that breakage caused by the negligence of our men.
- (3) Purchaser shall furnish no labor or materials for us on our account without our written order, prior to the action.
- (4) This proposal is based upon all labor being performed during regular hours of work. You shall pay us ALL additional costs, including insurance and overhead costs of any overtime work that may be requested by purchaser or his agent.
- (5) Purchaser shall bear the risk of any loss or damage to materials delivered to the premises or installed by us, whether such loss or damage results from theft, misuse, fire, flood, or any other cause except our own negligence and purchaser shall reimburse us for any such loss or damage.
- (6) We shall not be liable for any damages or delays caused by strikes, lockouts, embargoes, fires, car shortages, floods, tornados, accidents, inability to obtain materials from our regular sources of supply, or other causes beyond our reasonable control, and the time for delivery of materials or doing the work hereunder shall be extended for the time of delay or reason of any said causes.
- (7) Purchaser shall furnish to us, without charge, a sufficient quantity and flow of water and sufficient electrical services for our requirements at convenient locations at working levels, and also satisfactory storage space in the building from which we will not be required to remove our material except as required in our work. If a railroad siding is on the premises, we are to have free use of same within 150 feet of the building.
- (8) Purchaser shall furnish us with a complete set of plans, specifications and addenda at least 10 weeks before the building will be ready for our work.
- (9) Purchaser shall furnish us with a progress schedule showing the coordination of the various trades at least 10 weeks before the scheduled time for the commencement of our work.
- (10) None of the materials furnished under this contract shall be subjected to a temperature higher than 140 degrees Fahrenheit.
- (11) Acousti Engineering Company of Florida assumes all liability for the collection and payment of Social Security and Unemployment Compensation Taxes on its employees.
- (12) If this is a contract for a complete installation of our materials, we will pay ALL Sales and/ or use taxes in effect at the date of the proposal. Any other or additional taxes will be paid by the purchaser. If this is a contract for material sales only, purchaser shall pay all sales and/ or use taxes.
- (13) Per CRI-104-96, 6.3 site conditions: The Owner or General Contractor must submit to Acousti Engineering Co. of Florida (contractor), a written report on moisture and surface alkalinity of the slab to determine its suitability as a substrate for the material to be installed.
- (14) We require proper backing for ANY - BASE - (Drywall must be within a 1/2" of the Finish Floor) where BASE is being Installed.
- (15) Unless Specifically Included in this Proposal - The following are NOT INCLUDED in our Scope of Work: Sound Reduction, Repairs, Demolition or Take-up of Existing Flooring; Vacuuming, Damp Mopping, Buffing, Waxing, Sealing of Floors, Floor Floating, Leveling, Grinding or Concrete Correction Work, Cleaning or Removal of Oil, Grease, Solvents, Paints, Plaster, Drywall Mud or other Foreign Substances; Furniture (removal or replacement) Movement.
- (16) Purchaser shall provide adequate protection for our finished work.
- (17) All trash to be placed in dumpster to be supplied by others, and placed on site.
- (18) This proposal excludes any asbestos control/abatement; if asbestos materials have been abated a written report must be provided showing the proper safe levels have been achieved from a certified abatement contractor.
- (19) The purchaser has not done any act, whether by contract or otherwise, to waive, discharge or prohibit any mechanic's lien or other lien on the premises or building covered by this proposal. Purchaser agrees not to do any such act prior to payment to us in full of all amounts coming due under this proposal, including any extras that may be agreed upon between us.
- (20) **Labor Rates:** (a) Laborer = \$35.00 per Hr @ Man. (b) Ceiling / Floor Mechanic = \$45.00 per Hr @ Man. (c) Ceiling / Floor Specialist = \$55.00 per Hr @ Man.
(d) Ceiling / Floor Foreman = \$65.00 per Hr @ Man. (e) Project Manager = \$100.00 per Hr @ Man.

TERMS

- [1] Payment of the aforementioned price, together with payment of any extras that may be agreed upon between us, shall be made by purchaser to us as follows: On or before the 10th day of each month, ninety percent (90%) of the value of all materials delivered upon the premises and of work performed during the next preceding calendar month. Final payments shall be made within thirty (30) days after completion of our work embodied in this proposal. If on account of delays by purchaser or other trades or for any cause beyond our reasonable control, we are unable to complete our work, purchaser shall pay us in full on or before the ten (10th) day of the calendar month following the month in which the work was suspended, for all materials delivered or in transit, and work performed by us up to the time of suspension of work. If payments are not made in accordance with the terms hereof, it is agreed that interest on said unpaid balances at the maximum legal rate of interest prescribed by the laws of the State of Florida will become due for the period of default, and at our election, we may suspend work until such payments are made, and all costs or expenses incurred by us in collecting any sum due hereunder, whether by suit or otherwise, including reasonable attorney's fees shall be paid by the purchaser. All provisions of this contract shall be construed in accord with the laws of the State of Florida.
- [2] A performance bond or other bond, if so desired by purchaser, shall be provided at your expense.
- [3] There are no promises, agreements, or understandings between purchaser and us, not contained in this agreement.

ACCEPTANCE

This proposal is subject to final approval by an authorized agent or officer of Acousti Engineering Company of Florida following acceptance by purchaser. Only when so accepted and finally approved, shall this proposal constitute a contract between us.

ACCEPTED:

APPROVED

ACOUSTI ENGINEERING COMPANY OF FLORIDA

.....
Name of Company

.....
Authorized Signature and Title

.....
Jeff Judy Branch Manager

Date:

Date:

CHROME ELECTRIC, LLC.

***500 S. PARK AVE. TITUSVILLE, FL 32796
PH (321) 267-0990 FAX (321) 267-3253
Email: billy@chromeelec.com***

PROPOSAL:
**ADDED DOORS to CT-6
Port Canaveral, FL**

TO: Ivey's Construction
ATTN: Mike Koons

DESCRIPTION: Provide labor and materials for a complete electrical installation as described by the project plans, plan markups per meeting with Morse/CPA and specifications. Consisting of but not limited to the following:

Provide (4ea) 100amp outlets spliced into existing circuits. **\$24,500**

Comm as shown with additional Fiber Cabinet (2) total.

37 Comm outlets as shown.

Provide & install communication conduit as shown except 2" fiber above ceiling.

Grounding Comm. system as shown. **\$109,800**

120volt power to comm Cabinets (not shown on drawings)

Conduit, fittings, j-boxes & wire. **\$7,800**

No overtime, premium time, swing shift or weekend work included.

Amendment 1 was received.

Note: Multiple ceiling accesses may be needed to achieve this scope of work that are to be provided and installed by others.

EXCLUSIONS: Bond, painting, patching and permit fees.

Price includes payroll tax, insurance and required documentation.

TOTAL BID: **\$142,100.00**

Chrome Electric, LLC.

William C. Butcher

President

Date: 1/30/23

(Price firm for 30 days)

January 27, 2023



MORSECOM

William C Butcher
 President
 Chrome Electric. LLC
 500 S. Park Ave.
 Titusville, FL 32795
 billy@chromeelec.com

JBMJM2023-006

RE: Cruise Terminal #6 Gangway PBB Upgrades

Billy,

Morse Communications, Inc. is happy to provide you a quote for Eighty Eight Thousand Three Hundred Twelve Dollars and Forty Nine Cents for the scope of work & material supporting Chrome Electric.

<u>Option</u>	<u>System</u>	<u>Excludes</u>		<u>Total Cost</u>
#1	Low Voltage & Nema's	Switch Configuration/Power	\$	88,312.49

Scope of Work

- A) Installation of new OM4 12 Strand Fiber from CER.6.116 to New Nema 's on PBB.
- B) Installation of new OM4 12 Strand Fiber from CER.6.116 to CC.6.161.
- C) Installation of (2) Two new 36"x30"x12 NEMA and Backplate on PBB to current Port Specifications .
- D) Installation of (7) Seven D3 to new all Doors connected back to closest CPA Nema
- E) Installation of (2) Interior MM Fiber Optic outlets for Cruise Line at (2) two locations.
- F) New MM Fiber for additional Doors will be connected to local CPA NEMA.
- G) Cables in PBB Ceiling Space will be maintained and secured as best as access will allow.
- H) Installation of power inside NEMA's will be covered by others.
- I) All Penetrations and conduit pathways entering new NEMAS will be installed by others.
- J) Installation will be carried out and completed to latest CPA Specifications and standard.

Material List

<u>Quantity</u>	<u>Description</u>	<u>Manufacturer</u>		<u>Unit Cost</u>		<u>Total Cost</u>
2	Duct Seal 3 Pounds	3M	\$	21.29	\$	42.58
4	Finger-Duct	Panduit	\$	31.03	\$	124.12
40	#8 Ground-Wire #8 AWG	General	\$	0.79	\$	31.60
2	Power Surge Protector	Panmax	\$	94.16	\$	188.32
2	Bus-Bar Kit	General	\$	201.16	\$	402.32
2	NEMA SS 36" x 30"	Hoffman	\$	2,668.31	\$	5,336.62
2	NEMA SS 36" x 30" Back-Plate	Hoffman	\$	281.28	\$	562.56
2	Schlage Lock & Hasp Set	Schlage	\$	156.22	\$	312.44
2	NEMA 4X Mounting	Fastenal	\$	240.75	\$	481.50
3	8 Port ISW Switches	Extreme	\$	2,253.70	\$	6,761.10
3	8 Port ISW Switches 5 AHR Warranty	Extreme	\$	1,059.30	\$	3,177.90
6	16804 Power Supplies	Extreme	\$	591.19	\$	3,547.14
12	High Temp SFP's	Extreme	\$	407.85	\$	4,894.20
9	Power Cords	Extreme	\$	28.89	\$	260.01
9	Power Pig Tail	Extreme	\$	11.77	\$	105.93
5,600	Cat 6 OSP Cable	Belden	\$	0.60	\$	3,360.00
2	Bucket of Pull String	Greenlee	\$	68.48	\$	136.96
3	12 Port Patch Panel	Belden	\$	83.46	\$	250.38
72	Cat 6 Jack's (Panel)	Belden	\$	10.60	\$	763.20
27	Cat 6 Jack's (Station)	Belden	\$	11.67	\$	315.09
27	Cat 6a Patch Cable 3 foot Station Surge	Belden	\$	6.41	\$	173.07
27	Cat 6a Patch Cable 5 foot Station to Device	Belden	\$	9.27	\$	250.29
27	Cat 6a Patch Cable 7 foot Communication	Belden	\$	10.83	\$	292.41
200	Patch Cord Flags	Panduit	\$	0.32	\$	64.00
9	Hubbell Weatherproof Wall Plate	Hubbell	\$	39.35	\$	354.15
9	4 Port Face-Plates w/ Stand Off Boxes	Belden	\$	9.16	\$	82.44
4	Roll of 3M Double Stick	3M	\$	8.46	\$	33.84
3	Misc. SS Mounting Hardware (Interior)	Morse/Fastenal	\$	22.27	\$	66.81
4	Roll of Velcro CMR Black 3/4"	VC USA	\$	25.90	\$	103.60
3	Roll of Laser Label's	Ryno	\$	12.84	\$	38.52
3	Patch Panel Label's	Fire House Label's	\$	9.63	\$	28.89
3	Roll of Mule Tape	Neptco	\$	226.84	\$	680.52
4	Roll's of Electrical Tape	3M	\$	3.21	\$	12.84
2	Roll of Black Zip Ties	Panduit	\$	13.91	\$	27.82

1	Scissor Lift Rental Per Month	Morse / UR	\$	1,293.63	\$	1,293.63
27	Surge Protector's	LCOMM	\$	72.76	\$	1,964.52
2,400	Fiber Optic Cable Armored 12 Strand OM4	Corning	\$	4.82	\$	11,568.00
6	Fiber Splice Cassettes 12 Strand OM4	Corning	\$	532.86	\$	3,197.16
7	12 Strand Pigtails	Corning	\$	137.91	\$	965.37
8	LC Bulkhead	CommScope	\$	15.63	\$	125.04
2	Angled Faceplate	CommScope	\$	5.02	\$	10.04
3	Corning SPH01P Fiber Enclosures	Corning	\$	83.46	\$	250.38
3	Corning CCH LC Bulkhead (12)	Corning	\$	45.67	\$	137.01
6	Splice Cassettes MM LC	Corning	\$	440.84	\$	2,645.04
3	1U Fiber Panel CCH01	Corning	\$	248.24	\$	744.72
	Material Cost:				\$	56,164.08
	Labor Cost:				\$	24,120.00
	Profit Overhead & Mark-up 10%				\$	8,028.41

Total Cost: \$ 88,312.49

Thank you,

Jason Bowman. PM.
jbowman@morsecom.com
www.morsecom.com
 Cell 321-243-9918





PORT CANAVERAL, CT5, CT6 & CT10, USA

Proposal for supplying and installing HMI screens and new remote controls at pier level for 6 ADELTE SPBBs

OFFER: BDP2212221

REVISION: 00

Kenneth Lum
CANAVERAL PORT AUTHORITY
445 Challenger Road
Cape Canaveral, Florida 32920
klum@portcanaveral.com

Barcelona, January 4th 2023

SUBJECT: Proposal for the upgrade works installing HMI screens and new remote controls at ground level at 6 ADELTE SPBBs.

Dear Kenneth,

Following up on your request, we are providing you this proposal to install new remote controls and HMI screens at ground level at the 6 ADELTE SPBBs installed at Port Canaveral CT5, CT6 and CT10.



ADELTE SPBBs at Cruise Terminal 10, Port of Canaveral, Florida.

1. SCOPE OF WORKS

The scope of works of this proposal, as explained above is:

- Supply & Installation of new HMI screens for 6 SPBBs (CT5's, CT6's & CT10's)
- Supply & installation of new Remote controls for 6 SPBBs (CT5's, CT6's & CT10's)

Both systems will be installed at pier level on the SPBB structure. On-site works will last approximately three working days per SPBB. So installing both systems at the 6 SPBBs will last approximately 18 working days (3-4weeks).

Works on-site will be performed by an ADELTE GTS Engineer and a GTS electro-mechanical technician.

2. PRICE & TERMS OF PAYMENT

The price for the described scope of works is:

122,400.00 USD

Above prices INCLUDE the following:

- Supply and transport of the described items
- Man-power for the described intervention on-site.
- Travel time and travel expenses for the ADELTE described staff
- Allowance expenses for the ADELTE described staff

The price DOES NOT include the following:

- Fork-lift rental cost. It is assumed that the Port provides a fork-lift for the intervention.
- VAT

Payment terms:

50% of the total amount should be paid at the acceptance of the offer, and the other 50% of the total amount should be paid after the installation of the described systems.

Schedule:

The delivery time of the described materials at Port Canaveral is approximately 8 weeks from the reception of the Purchase Order. Then duration of installation and testing on site is 4 weeks. Therefore the Project could be completed within 12 weeks.

Conditions:

The Client shall provide free access to ADELTE staff during normal working hours (7 a.m. to 7 p.m. from Monday to Saturday). And ADELTE will need to have 3 consecutive days of non-cruise calls per SPBB, so the expected schedule could be performed as envisaged.

3. VALIDITY OF THE OFFER:


The validity of this proposal is 60 days

Trusting that this offer fulfils your requirements, do not hesitate to contact us for any question or concern.

Looking forward to hear from you soon,

Signed,

Accepted,



Alex Sivila
Director - North America
asivila@adelte.com

Ken Lum
Automation Project Manager
klum@portcanaveral.com



PORT CANAVERAL - CT6, USA

Proposal for Cabin Refurbishment of 2 ADELTE SPBBs

OFFER: OFR2301002

REVISION: 01

Tom Foxhoven
Project Director
CANAVERAL PORT AUTHORITY
445 Challenger Road
Cape Canaveral, Florida 32920
foxhoven@portcanaveral.com

Cape Canaveral, FL, February 22nd 2023

SUBJECT: Proposal for Cabin Refurbishment of 2 ADELTE SPBBs.

Dear Mr. Foxhoven,

Following up on your request, we are providing you this proposal to install perform Cabin Refurbishments of the 2 ADELTE SPBBs installed at Port Canaveral CT6. ADELTE has separated this proposal from the refurbishment required for CT5 and CT10 SPBBs. In the following page it is described the required scope of works.

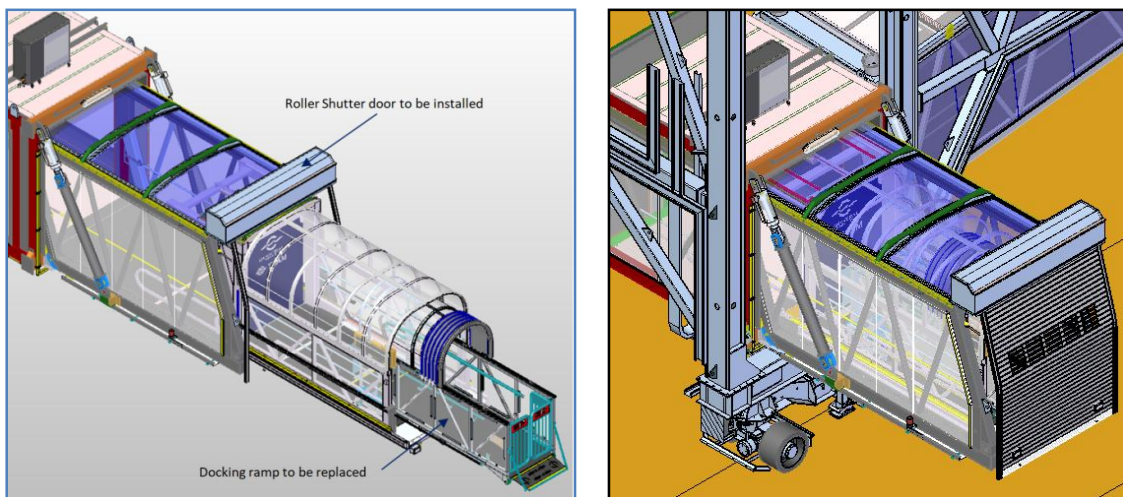


ADELTE SPBBs at Cruise Terminal 6, Port of Canaveral, Florida.

1. SCOPE OF WORKS

The scope of works of this proposal, in order to achieve the client's requests, is as it follows:

- 1) Replace the final brow (docking ramp) of the cabin. The new cabin will be slightly shorter and will incorporate features from ADELTE's most recent design (i.e.: new ultrasonic sensors underneath brow that read the vessel deck)
- 2) Supply, weld and paint the necessary structural elements to support the new roll up door.
- 3) Install the roll up door at the end of the tilting body of the Cabin
- 4) Replace the cabin flooring for the new R12 type
- 5) Testing and commissioning of the new Cabin System



The described refurbishment would last approximately 2 weeks per SPBB (4 weeks in total), working from Monday to Saturday during 4 continuous weeks. The man-power to perform the described works is an ADELTE GTS Engineer and two ADELTE GTS Technicians.

The use of a man-lift and a fork-lift will be required during the whole refurbishment. Moreover, the use of a small crane would be required for some days. In the cost calculation it has been assumed that the client provides a man-lift and a forklift; and ADELTE will rent the small crane when required.

2. PRICE & TERMS OF PAYMENT

The price for the described scope of works is:

490,160.00 USD

Above prices INCLUDE the following:

- Supply and transport of the described items
- Man-power for the described intervention on-site.
- Travel time and travel expenses for the ADELTE described staff

- Allowance expenses for the ADELTE described staff
- Crane rental cost for some isolated days.

The price DOES NOT include the following:

- Man-lift and forklift rental cost. It is assumed that the Port provides a fork-lift and a man-lift for the described refurbishment period.

Payment terms:

50% of the total amount should be paid at the acceptance of the offer, and the other 50% of the total amount should be paid after the installation of the described systems.

Schedule:

The delivery time of the described materials at Port Canaveral is approximately 7 months from the reception of the Purchase Order. Then duration of installation and testing on site is 4 weeks. Therefore the Project could be completed within 8 months.

Conditions:

The Client shall provide free access to ADELTE staff during normal working hours (7 a.m. to 7 p.m. from Monday to Saturday). And ADELTE will need to have 2 consecutive weeks of non-cruise calls per SPBB, so the expected schedule could be performed as envisaged.

3. VALIDITY OF THE OFFER:

The validity of this proposal is 60 days

Trusting that this offer fulfils your requirements, do not hesitate to contact us for any question or concern.

Looking forward to hear from you soon,

Signed,

Accepted,



Alex Sivila
Director - North America
asivila@adelte.com

Tom Foxhoven
Project Director
tfoxhoven@portcanaveral.com

Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

Section:	
Item Number:	1.F
Department:	Engineering
Requested Action:	Consideration of authorizing staff to issue a contract to Jacobs Engineering Group with a not-to-exceed amount of \$1,047,929 for the NCB8, NCP1/2 Dredging Design, Permitting, and Bidding. (Tom Foxhoven/Bill Crowe)
Summary Explanation & Background: On January 25th, 2023, the Board approved staff to negotiate cost for the NCB8, NCP1/2 dredging design. The not-to-exceed value of \$1,047,929 includes: geotechnical investigation, hydrographic surveying, dredging design, testing, permitting, and bidding services. Staff requests that the Board authorize the Port Director/CEO to execute the contract.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total not-to-exceed value of \$1,047,929 will exceed the FY23 Capital Budget for that item by \$822,000. However, due to savings on other capital projects and the timing of them, if approved, the funding for this line item will be reallocated and no change to the FY23 Capital Budget will be required. Project 1560 - Improvements to Piers, Buildings and Structures

Attachments:

[1F Cover Page.pdf](#)

[NCP 1 & 2 NCB8 Deepening Exhibit.pdf](#)

[Jacobs NCP 1 & 2 NCB8 Deepening Proposal.pdf](#)

Meeting Date

March 1, 2023



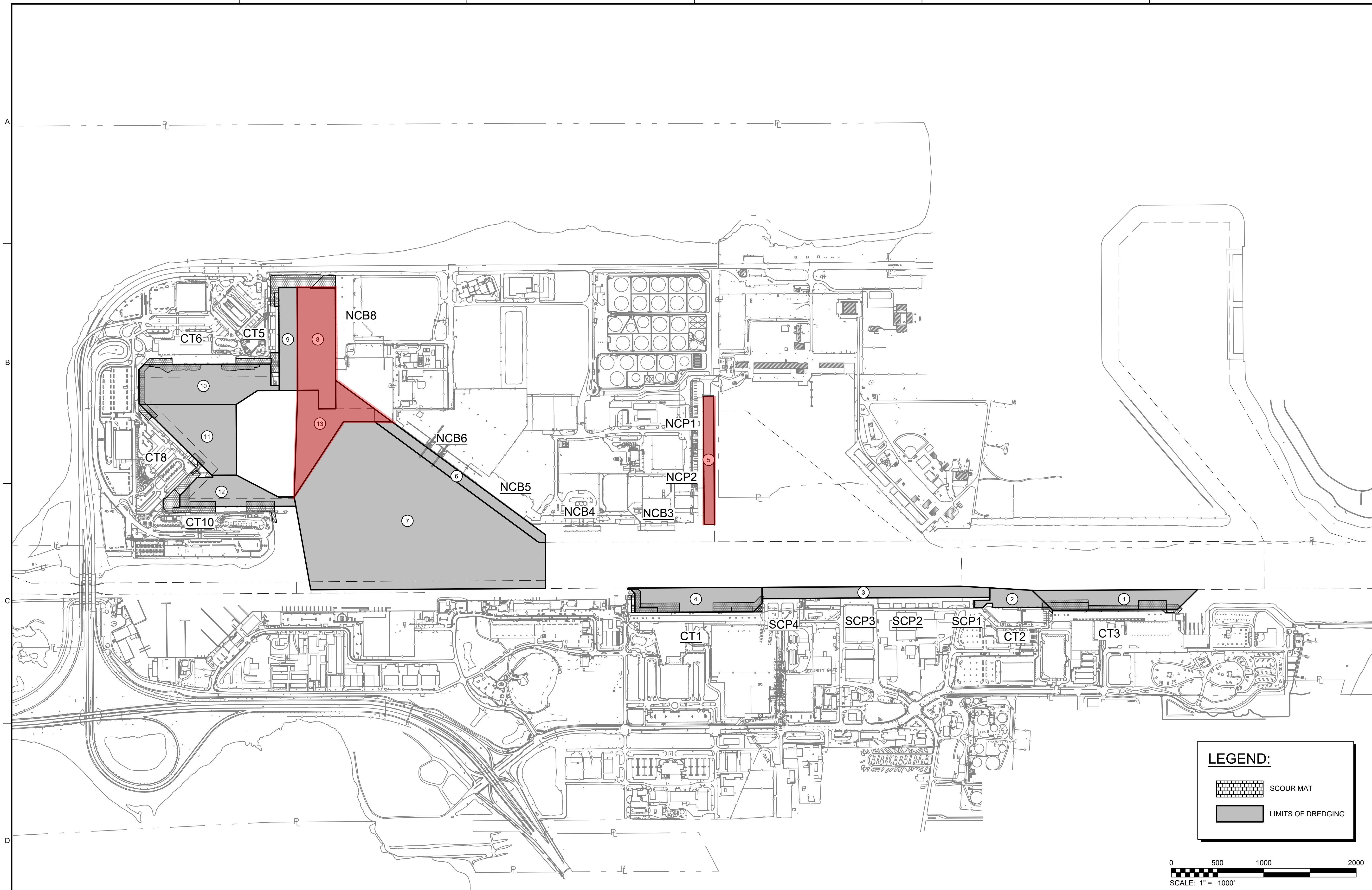
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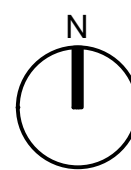
Attachments:

[NCP 1 & 2 NCB8 Deepening Exhibit.pdf](#)

[Jacobs NCP 1 & 2 NCB8 Deepening Proposal.pdf](#)

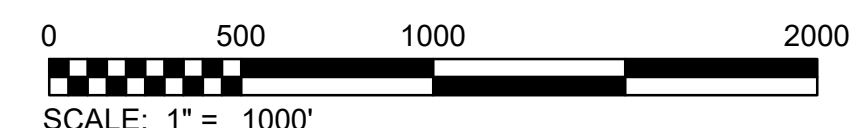


MAINTENANCE DREDGE - OVERALL SITE PLAN
1"=1000'



LEGEND:

- SCOUR MAT
- LIMITS OF DREDGING



FOR REVIEW
DATE: 08-18-2022

		GENERAL MAINTENANCE DREDGE - OVERALL SITE PLAN
445 CHALLENGER ROAD - SUITE 130 CAPE CANAVERAL, FL, 32920 EB0000072 AAC001992		MAINTENANCE DREDGE PORT CANAVERAL, FLORIDA Canaveral Port Authority Cape Canaveral, Florida 32920
NO. DATE DSGN	REVISION CHK	DR G LEDFORD
BY APVD	D YU	APVD
VERIFY SCALE BAR IS HALF INCH ON ORIGINAL DRAWING.		1" = X' 1/2"
DATE AUGUST 2022	PROJ 22CPA007	
DWG G-001	PRELIMINARY	

February 22, 2023

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

Attn: Mr. Bill Crowe, P.E.

Vice President, Engineering, Construction and Facilities

Re: Task Order for Professional Services for CPA 2023-05: NCP 1 & 2 and NCB 8 Deepening

Within the scope of the Contract PUR-RFQ-22-5, Jacobs is pleased to submit the following task order for professional services regarding the design bidding, and limited construction services for the deepening of the berths at NCP 1 & 2 and NCB 8.

Scope of Services

Task 1: NCP 1 & 2 Berth Deepening

- Obtain the services of a hydrographic survey firm to perform a hydrographic survey of the existing conditions at NCP 1 & 2. Deliverable to Jacobs and CPA will be the survey in pdf and electronic form with XYZ data.
- Obtain the services of a geotechnical engineering firm to perform field investigations and laboratory tests as directed by the geotechnical field investigation plan prepared by Jacobs for structural analysis of the berth structures. The deliverable to Jacobs and CPA will be a report outlining the field findings and laboratory test results.
- From the report Jacobs Geotechnical Engineers will develop design parameters that will be used to perform a global stability analysis of the pier and bulkhead wall structures. The analysis will consider NCP1 with the submerged toewall, and NCB 2 that does not have a submerged toewall. The deliverable to CPA will a report on the global stability analysis.
- If the global stability analysis shows that with deepening the pier and bulkhead wall structures have a satisfactory safety factor, then Jacobs will proceed with developing bid documents to deepen the berth box to -43 feet MLLW plus 2 feet of allowable paid over depth. Deliverables to CPA will be plans and specifications at 60%, 90%, and 100% level of completion.
- Prepare permit drawings to modify existing USACE and FDEP permits. Permit application to be submitted by CPA staff. Permit drawings will be signed and sealed by a Florida Professional Engineer.
- Attend and support up to four meetings with CPA staff.

Task 2: NCB 8 Berth Deepening

- Obtain the services of a hydrographic survey firm to perform a hydrographic survey of the existing conditions at NCB 8 and the approach to NCB 8 from the turning circle in the West Turning Basin. Deliverable to Jacobs and CPA will be the survey in pdf and electronic form with XYZ data.
- Obtain the services of a geotechnical engineering firm to perform field investigations and laboratory tests for dredging as directed by the geotechnical field investigation plan prepared by Jacobs. The deliverable to Jacobs and CPA will be a report outlining the field findings and laboratory test results.

- Obtain the services of a testing firm to perform the Section 103 evaluation for new work deepening dredging required to achieve the desired project depth for review and approval of USACE/EPA for ODMDS disposal authorization. See attached scope of work proposal from ANAMAR. Field sample shall be one foot below the dredging paid allowable over-depth.
- Develop bid documents to deepen the berth box and WTB approach to -43 feet MLLW plus 2 feet of allowable paid over depth. Deliverables to CPA will be plans and specifications at 60%, 90%, and 100% level of completion.
- Prepare permit drawings to modify existing USACE and FDEP permits. Permit application to be submitted by CPA staff. Permit drawings will be signed and sealed by a Florida Professional Engineer.
- Attend and support up to four meetings with the Pilots, and CPA staff.
- Attend and support up to four meetings with the Section 103 evaluation testing consultant, CPA staff, and USACE.

Task 3: Bid Services

- Prepare bid schedule and front end contract documents, and finalize OPC.
- Submit final bid documents for preparation into VendorLink by CPA Purchasing.
- Attend two pre-bid site visits.
- Prepare up to 30 responses to bidder questions.
- Prepare up to 3 addendums.
- Attend bid opening.

Task 4: Limited Construction Administration Services

To be determined at a later date.

Assumptions for Tasks 1, 2, and 3:

- Permit application fees shall be paid by CPA.
- Section 103 testing and evaluation of dredged material to the proposed project depth not required for NCP 1 & 2 as it has already been performed by the USACE and approved by EPA for ODMDS disposal.
- RAI responses to regulatory agencies will be limited to project information that does not require supplemental technical analyses or project modifications to mitigate impacts to environmental resources or water quality, or otherwise require non-conventional methods or means to construct the proposed improvements.
- Technical analyses to evaluate flushing capacity or impacts to listed species, if required, would be performed under separate agreement.
- A single bid cycle will be used.
- CPA will coordinate distribution of contract bidding documents to contractors and suppliers.

Project Schedule

These services will begin upon 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 to be a duration of four months, while Task 2 services will be twelve months. Tasks requiring regulatory approval review or services by other consultants 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

Jacobs shall be paid on a cost basis for each task listed below. These not-to-exceed budget are based on the attached Not-to -Exceed Fee Detail.

Task 1: \$262,046.00

Task 2: \$748,657.00

Task 3: \$37,226.00

Task 4: TBD

Terms and Conditions

The services enumerated in this task order will be performed under the terms and conditions of contract PUR-RFQ-22-5 and the following terms and conditions:

1. 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.

2. Services During Construction

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

The presence or duties of Jacobs' personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs's personnel in any way responsible for those duties that belong to 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 task order 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 task order not be accepted within a period of sixty (60) days from the above date, it shall become null and void.

Marco Barbarossa, P.E.
Manager of Projects
Jacobs Engineering Group, Inc.

Date

Accepted By:

CANAVERAL PORT AUTHORITY

Bill Crowe, P.E., PPM
Vice President, Engineering, Construction and
Facilities - Canaveral Port Authority

Date

Attachment:
Not-to-Exceed Fee Detail

Task	Task										TOTALS		
	Principal	PD	Sr Prof 2	Sr Prof 1	Sr. Techn	Sr. PM	PM/Prof.	Staff Prof	Jr Staff	Tech Staff	Hours	Cost	
1 NCP 1& 2 Berth Deepening Coordinate geotech field services Develop bulkhead analysis and design parameters, perform global stability analysis Prepare report that summarize the analysis results If results are favorable, prepare deepening bid docs, 30%, 60%, 90% review sets Respond to CPA review comments for each deliverable Prepare permit sketches to modify existing USACE and FDEEP permits Prepare final bid doc drawings Attend up to 4 meetings CPA staff PM, QA, PC, PA Total Hours FY 2023 Hourly Rates Total Labor Cost Expenses Survey Geotech Anamar	Marco B.	Gary	Melyne Song-iao	Prem Jim			Julia/PA David		Admin		2 6 76 36 0 64 24 12 16 4 4 96	\$598 \$1,620 \$19,648 \$9,240 \$12,372 \$5,142 \$6,756 \$8,760 \$2,216 \$15,576 \$81,926 Checksums \$81,926	
	\$298.00	\$298.00	\$256.00	\$238.00	\$201.00	\$188.00	\$130.50	\$107.00	\$69.00		356		
	\$1,196	\$28,608	\$27,648	\$11,424	\$0	\$0	\$13,050	\$0	\$0	\$0		\$81,926	
2 NCB 8 Berth Deepening and WTB Approach Deepening Coordinate survey services Coordinate geotech field services Coordinate with Section 103 sampling services and review report Prepare deepening bid docs, 30%, 60%, 90% review sets Respond to CPA review comments for each deliverable Prepare permit sketches to modify existing USACE and FDEEP permits Prepare final bid doc drawings Attend up to 4 meetings CPA staff Attend up to 4 meetings with the Section 103 testing consultant, CPA staff & USACE PM, QA, PC, PA Total Hours FY 2023 Hourly Rates Total Labor Cost Expenses Survey Geotech Anamar											2 6 40 64 24 24 32 40 8 8 68	\$596 \$1,620 \$9,520 \$12,372 \$5,142 \$6,756 \$8,760 \$2,216 \$3,168 \$15,288 \$65,438 Checksums \$65,438	
				40									
				24									
				8									
				4									
				16									
				4									
				88									
3 Bid Services 100% project OPC Prepare front end contract documents Prepare bid schedule Submit final bid set documents Attend two re-bid site visits Prepare up to 30 responses to bidder questions Prepare up to 3 addendums Attend bid opening PM, QA, PC, PA Total Hours FY 2023 Hourly Rates Total Labor Cost Expenses - none											16 24 2 8 8 16 2 4 92	\$4,768 \$7,152 \$596 \$4,472 \$2,384 \$4,768 \$6,708 \$596 \$5,782 \$37,226 Checksums \$37,226	
Task 1 Total Not to Exceed Budget													
Task 2 Total Not to Exceed Budget													
Task 3 Total Not to Exceed Budget													
Total Tasks 1, 2, & 3											\$1,047,929		



1605 Chase Hammock Road, Merritt Island, Florida 32953

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

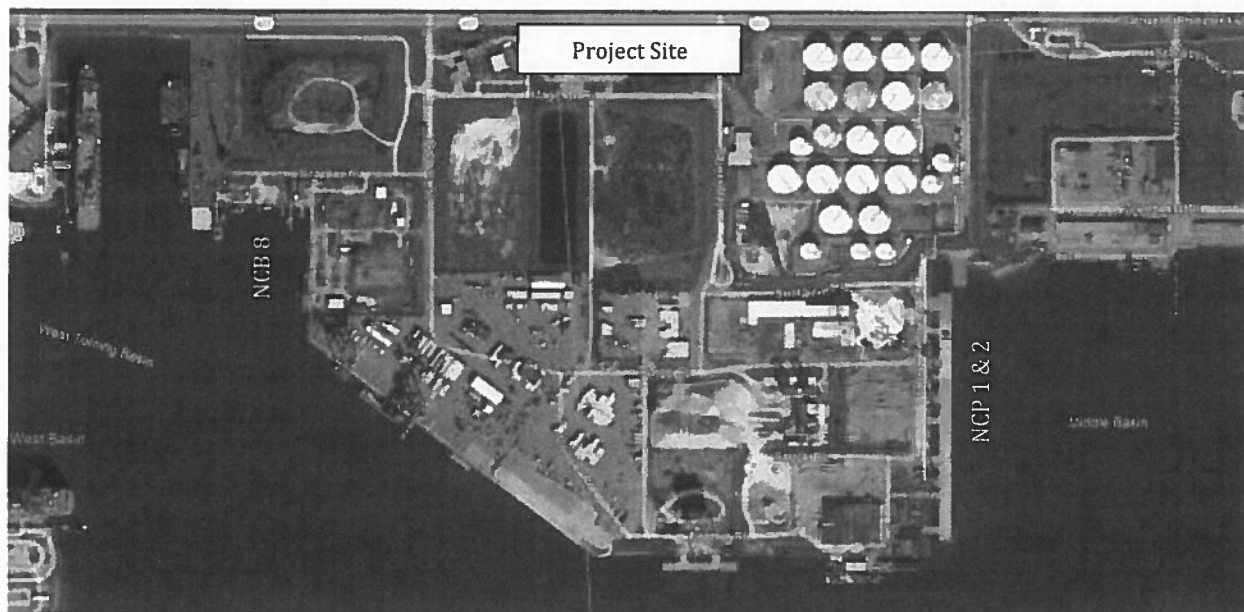
January 16, 2023

Gary Ledford, PE
 Jacobs Engineering Group
 445 Challenger Road, Suite 130
 Cape Canaveral, FL 32920

RE: Port Canaveral NCP 1, 2 and NCB 8

Dear Gary,

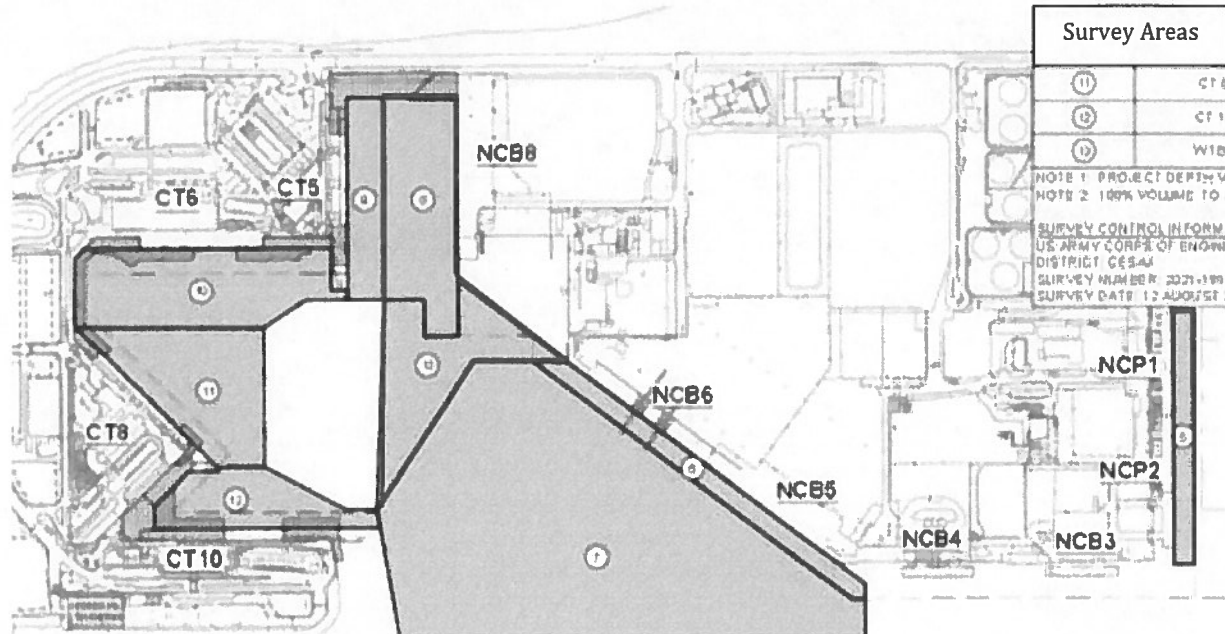
Land & Sea Surveying would like to submit this proposal to provide surveying services in support of the dredging project at Port Canaveral North Cargo Pier (NCP) 1, 2 and North Cargo Berth (NCB) 8.



Scope

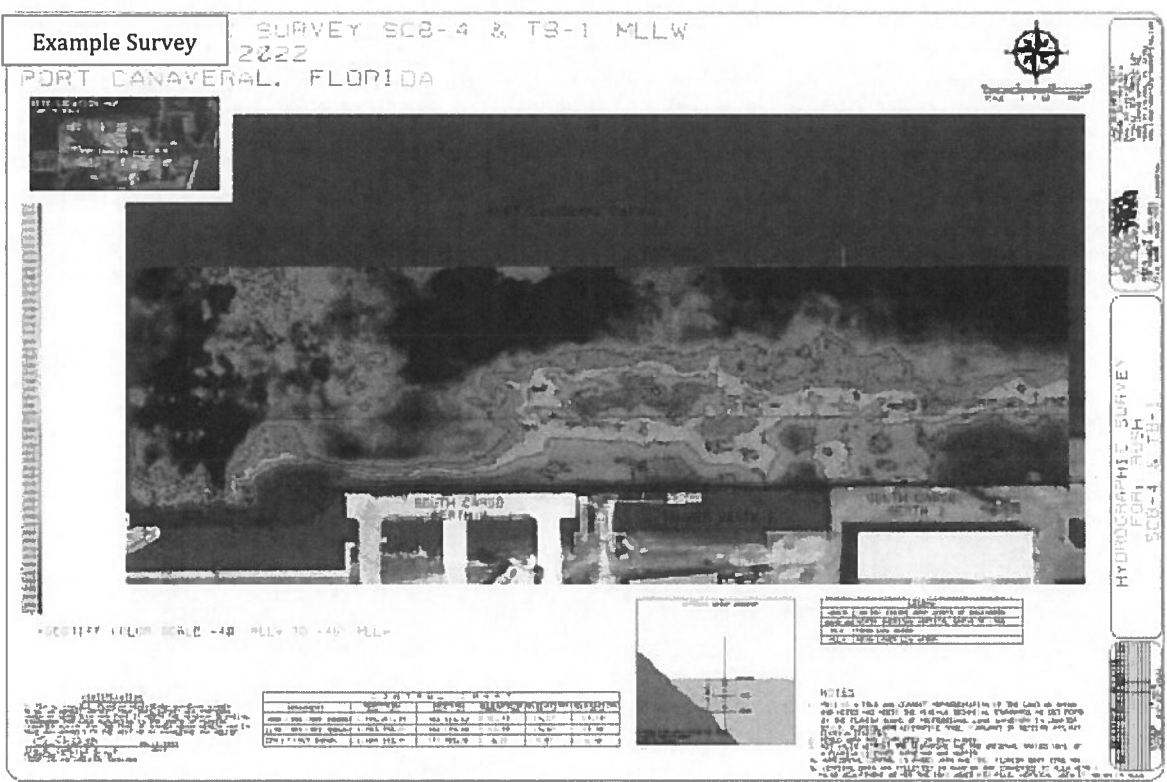
Land & Sea Surveying will survey the berths at NCP 1 and 2 and NCB 8 using a Reson Multibeam Hydrographic Survey System with an Applanix POS-MV for motion corrections, heading and RTK GPS positions. We will survey the areas indicated as area 5, 8 and 13 in the image below. Lines will be run with sufficient overlap to ensure 100 % coverage.

Surveys will be performed initially for design. A second survey will be completed for pre-dredge conditions and a third for post-dredge conditions.



We will tie into established onsite control and soundings will be referenced to mean low water. Horizontal positions will be referenced to NAD '83 Florida State Plane Coordinates East Zone 901.

We will prepare plan view survey drawings with contours at a one-foot contour interval, including the multibeam imagery color-coded to elevation. Drawings will be delivered electronically in CAD and PDF format. Dredging surveys will also include dredge material quantities.



Terms

Land & Sea Surveying Concepts will provide services as described for the following lump sum amounts:

- | | |
|-----------------------|----------|
| 1. Design Survey | \$15,200 |
| 2. Pre-dredge Survey | \$15,200 |
| 3. Post-dredge Survey | \$15,200 |

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

Description	Rate
1-man Field Crew	\$125/hour
2-man Field Crew	\$185/hour
3-man Field Crew	\$275/hour
CAD Technician	\$85/hour
Professional Land Surveyor	\$185/hour
GPS Survey Crew	\$1,850/day
Aerial Drone Survey Crew	\$2,850/day
Utility Locate Crew	\$2,850/day
Skid Steer Site Clearing Services	\$185/hour
Singlebeam Hydrographic Survey Crew	\$3,850/day
Multibeam Hydrographic Survey Crew	\$4,850/day
Side Scan Sonar Survey Crew	\$3,850/day
Magnetometer Survey Crew	\$3,850/day
Mesotech Scanning Crew	\$3,850/day
Underwater Drone Crew	\$2,850/day
3-man Dive Crew	\$3,850/day
Administrative	\$65/hour

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

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

This proposal represents the entire agreement between the client and Land & Sea Surveying Concepts, Inc. Any purchase order or contract submitted in conjunction with this proposal must reference the original proposal document and the stated terms and conditions. Once accepted the proposal becomes a binding contract and may only be modified in writing with agreement of both parties.

This proposal is valid for only thirty days from the above date.

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

Sincerely,

Tim Carlile, PLS
President

APPROVED AND ACCEPTED:

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

For: _____
(Company) (Date)

February 21, 2023

Gary D. Ledford, P.E.
Jacobs Engineering Group
Project Director, Ports & Maritime
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920

**RE: PUR-RFQ-22-5 Dredging Design and Permitting Services for NCB8 and NCP1&2:
MPRSA Section 103 Evaluation for NCB8 and Turning Basin Area**

Dear Mr. Ledford:

ANAMAR is pleased to submit our response to the above-referenced request. In support of this request, ANAMAR will perform the following tasks as outlined below. Pricing for this proposal was developed using ANAMAR's private sector rates. This proposal specifically excludes markup on expenses and subcontractor costs.

Task 1: Sampling and Analysis Plan (SAP)/Quality Assurance Project Plan (QAPP), Project Management, Agency Coordination, and Field Preparation

ANAMAR will prepare a SAP/QAPP outlining the requirements for sample collection and analytical testing to determine the suitability for placement of dredge material resulting from the project area in the Canaveral Ocean Dredge Material Disposal Site (ODMDS). The SAP/QAPP is the reference document that dictates how the entire project will be performed, from sample collection through final data presentation. The SAP/QAPP will detail the sampling methodology including the sampling equipment and types of analyses (i.e., physical, chemical, toxicological, bioaccumulation); analytical requirements for contaminants of concern (e.g., sample volume required, target detection limits, holding times); data review and validation; and reporting requirements. When preparing SAP/QAPPs, ANAMAR follows the applicable regional and national guidance documents (i.e., Ocean Testing Manual or "Green Book," Inland Testing Manual, Southeast Regional Implementation Manual) to ensure all key elements are included in the document.

The SAP/QAPP will include, at a minimum:

- A summary of historical information and activities in the project area.
- A summary of EPA/National Recovery Center (NRC) spill reports.
- A summary of previous testing results including tables or references to tables with analytical data from the laboratories.
- Maps depicting project extent, dredging unit boundaries, and proposed sample locations.
- A sampling and compositing scheme based on estimated volume to be dredged and regional/national testing guidance.
- Descriptions of proposed sample collection methods.
- A summary of proposed analytical methods and target detection limits.
- Discussions and conference calls with client, USACE, and EPA as required to finalize SAP and receive approval from USACE and EPA.

Task 2: Field Logistics and Sampling Operations

ANAMAR will coordinate all sampling operations with the client and subcontractors. The sampling operations are expected to take 3 days plus mobilization/demobilization. The level of effort for field sampling is based on the assumption the project will include two dredging units (DUs) and an offshore reference station. This task includes the following:

- Field coordination calls with field subcontractor and laboratories
- Preparation of field notebooks
- Field planning logistics
- Mobilization/demobilization
- Field sampling operations
- Processing and compositing of samples
- Sample handling and transport to laboratories

Canaveral Port Authority has not yet determined if vibracore or sonic drill will be used for sample recovery. Because this project involves new work dredging, the selection of sampling equipment depends on whether the EPA and USACE will accept sample collection above project depth if refusal is encountered using a vibracore. If sampling to full project depth is required by EPA and USACE to determine suitability for ocean disposal then a sonic drill may be required to ensure capability to reach full project depth. A pre-coordination meeting with USACE and EPA on sampling approach is recommended to discuss sampling approach prior to SAP/QAPP preparation.

For the purposes of this proposal, both type of equipment have been priced. The price differential for the sonic drill is due primarily to greater mobilization costs for a suitable barge. This is because the sonic drill contractor could not locate barges near the project area that meet the safety requirements for sonic drilling operations. The vibracore method would be a much more economical and logistically feasible approach.

Task 3: Laboratory Analysis

Several types of analyses will be performed on the project samples and a reference sample in accordance with the SAP/QAPP. These analyses include physical analysis, sediment chemistry, elutriate and site water chemistry, tissue chemistry, and toxicological bioassays. ANAMAR will coordinate with the laboratories throughout the project to ensure samples are analyzed properly and meet the data quality objectives.

The cost proposal for the analytical portion is based on guidance provided in the Southeast Regional Implementation Manual (SERIM). To ensure pricing is inclusive of all potential analytes of concern, the price includes the full analytical list provided in the SERIM. The analytical list will be discussed and finalized during the agency pre-coordination meeting.

The final analytical list will be detailed in the SAP/QAPP and will be approved by USACE and EPA prior to initiating sampling operations. Any analyses that are included in the budget but are not ultimately required will not be charged to the client.

ANAMAR Environmental Consulting, Inc.

East Coast: 2106 NW 67th Place, Suite 5, Gainesville, FL 32653 • (352) 377-5770 • Fax (352) 378-7620
West Coast: 1050 SW 6th Avenue, Suite 1100, Portland, OR 97204 • (503) 558-3130 • www.anamarinc.com

Task 4: Report Preparation and QA/QC

ANAMAR will perform QA/QC on all data deliverables to ensure the analyses meet all data quality objectives. ANAMAR will compile data into tables and will perform STFATE modeling. ANAMAR will prepare two reports: (1) Sediment Testing and Characterization report which summarizes field collection efforts and all of the data from the laboratories; and (2) Sediment Evaluation report which provides an assessment of the suitability of the material for ocean disposal for EPA review and concurrence.

Price Proposal:

ANAMAR will perform all tasks as described above on a time and materials **not-to-exceed price** as outlined in the table below.

Price Breakdown Per Task: Scenario 1 – Vibracoring Method

Task No.	Task Description	Total
Task 1	SAP/QAPP, Project Management, Agency Coordination, Field Preparation	\$35,820.00
Task 2	Field Logistics and Sampling Operations	\$78,509.67
Task 3	Laboratory Analysis – full SERIM list	\$95,111.00
Task 4	Report Preparation and QA/QC	\$69,920.00
Total Not-to-Exceed Price		\$279,360.67

Price Breakdown Per Task: Scenario 2 – Sonic Drilling Method

Task No.	Task Description	Total
Task 1	SAP/QAPP, Project Management, Agency Coordination, Field Preparation	\$35,820.00
Task 2	Field Logistics and Sampling Operations	\$407,567.67
Task 3	Laboratory Analysis – proposed list	\$95,111.00
Task 4	Report Preparation and QA/QC	\$69,920.00
Total Not-to-Exceed Price		\$608,418.67

ANAMAR Environmental Consulting, Inc.

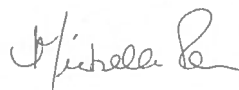
East Coast: 2106 NW 67th Place, Suite 5, Gainesville, FL 32653 • (352) 377-5770 • Fax (352) 378-7620
West Coast: 1050 SW 6th Avenue, Suite 1100, Portland, OR 97204 • (503) 558-3130 • www.anamarinc.com

ANAMAR will use the rates as summarized in the table below.

Description	Units	Proposed Labor Rates (USD)
Principal Investigator	Hour	\$250.00
Senior Consultant	Hour	\$215.00
Statistician	Hour	\$170.00
Senior Scientist	Hour	\$170.00
Staff Scientist	Hour	\$120.00
Environmental Technician	Hour	\$100.00
GIS Specialist	Hour	\$105.00
Senior Editor	Hour	\$120.00
Senior Project Assistant	Hour	\$100.00
Project Assistant	Hour	\$70.00

We thank you for the opportunity to submit this response and look forward to working with you on this important project. Please contact me if you have any questions.

Sincerely,



Michelle Rau
Chief Executive Officer

ANAMAR Environmental Consulting, Inc.

East Coast: 2106 NW 67th Place, Suite 5, Gainesville, FL 32653 • (352) 377-5770 • Fax (352) 378-7620
West Coast: 1050 SW 6th Avenue, Suite 1100, Portland, OR 97204 • (503) 558-3130 • www.anamarinc.com



1675 Lee Road
 Winter Park, FL 32789
 P (407) 740-6110
 Terracon.com

February 22, 2023

Jacobs Engineering Group
 445 Challenger Road, Suite 130
 Cape Canaveral, Florida 32920

Attn: Gary Ledford, P.E., Project Director, Ports and Maritime
 P: 321-392-4808
 E: Gary.Ledford@jacobs.com

RE: Proposal for Geotechnical Exploration Services
 NCP 1 & 2, NCB-8 and WTB Dredging
 Port Canaveral
 Cape Canaveral, Florida
 Terracon Proposal No. PH1225444

Dear Mr. Ledford:

We appreciate the opportunity to submit this proposal to Jacobs Engineering Group (Jacobs) to provide Geotechnical Exploration services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation

Our estimated fees to perform the Scope of Services described in this proposal are \$164,930 for the NCP 1 & 2 task and \$59,600 for the separate NCB-8 and WTB task. Exhibit C includes details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by providing a subconsultant agreement/task order for our review and signature.

Sincerely,
Terracon

Jay W. Casper, P.E.
 Senior Principal

Elias N. Jammal, P.E.
 Geotechnical Department Manager

Proposal for Geotechnical Exploration Services

NCP 1 & 2, NCB-8 and WTB Dredging | Cape Canaveral, Florida

February 22, 2023 | Terracon Proposal No. PH1225444



Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Jacobs. We have visited the project site to confirm the information provided. We request Jacobs and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	Written Geotechnical Exploration scope and plan alternative 2 provided by Jacobs. Supplement by email/verbal discussion to add Task 2 for NCB-8 and WTB dredging evaluation.
Project Description	Soil conditions at North Cargo piers 1 and 2 (NCP 1 & 2) are to be evaluated for 2 feet of dredging and eventual future bulkhead replacement. Task 2 is for dredging of North Cargo Berth 8 (NCB-8) and the West Turning Basin (WTB).

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at Port Canaveral in Cape Canaveral, Florida. (See Exhibit D)
Existing Improvements	Existing docks at NCP 1 & 2 and NCB-8. Current water depths on the order of 35 to 44 feet.

Proposal for Geotechnical Exploration Services

NCP 1 & 2, NCB-8 and WTB Dredging | Cape Canaveral, Florida

February 22, 2023 | Terracon Proposal No. PH1225444



Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by Jacobs, the following field exploration program is anticipated for NCP 1 & 2:

Number and Type of Borings	Planned Boring Termination Elevation (feet)	Planned Location
5 SPT	-120	Dock
2 SPT	-120	Water
3 SPT	-70	Water
5 CPT	-70	Dock
1 CPT	-100	Dock

The following boring locations and depths are planned for NCB-8 and the WTB:

Number of Borings	Planned Boring Termination Elevation (feet)	Planned Location
4 SPT	-70	water

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: Prior to drilling on the dock, we will subcontract GPR services and coordinate with Jacobs to select core locations. We will advance borings with a truck or ATV/track drill rig using rotary wash boring techniques. Water borings will be performed from a barge. Five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during

Proposal for Geotechnical Exploration Services

NCP 1 & 2, NCB-8 and WTB Dredging | Cape Canaveral, Florida

February 22, 2023 | Terracon Proposal No. PH1225444



drilling and sampling. Undisturbed tube samples will be obtained in clays just below the mudline.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

The CPT testing will be performed also using a track/all-terrain vehicle (ATV) mounted rig to hydraulic push an instrumented cone through the soil while nearly continuous readings of soil strength and pore pressure are recorded to a portable computer. No soil samples are gathered through this exploration technique.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. We will grout-seal borings to the extent possible upon their completion. Concrete core holes will be filled and patched.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service Sunshine State One Call of Florida (SSOCOF). We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon proposes to subcontract with a private utility locating service. Fees associated with this service are included in our Scope of Services.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and

Proposal for Geotechnical Exploration Services

NCP 1 & 2, NCB-8 and WTB Dredging | Cape Canaveral, Florida

February 22, 2023 | Terracon Proposal No. PH1225444



may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Grain size analysis (-200 and hydrometer)
- Unconfined compression tests
- Consolidated drained triaxial tests
- Consolidation tests

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Laboratory test results

Proposal for Geotechnical Exploration Services

NCP 1 & 2, NCB-8 and WTB Dredging | Cape Canaveral, Florida

February 22, 2023 | Terracon Proposal No. PH1225444



Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Estimated Fee
NCP 1 & 2	\$164,930
NCB-8 and WTB	\$59,600

A breakdown of these estimates is attached.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Alternative 2 for 2' dredging and Future Permanent New Bulkhead Design				
Item No.	Description	Estimated Quantity	Unit Price	Total Item Amount
Field Exploration				
1	Mobilization and demobilization of all drilling equipment and supplies (including a barge) necessary to perform landside and waterside CPT's and borings as shown on CPT/Boring Layout	1	LS	\$20,000
2	Five (5) borings advanced from existing concrete deck to El. -120' (MLW); minimum 3½" diameter borehole including continuous split spoon samples in the first ten (10) feet of drilling in clay layer (except for the clay depth where Shelby Tube sample is retrieved), and on five (5) foot intervals otherwise. Grout seal borings.	5	\$3,750/boring	\$18,750
3	Two (2) waterside borings advanced from a barge to El. -120' (MLW); minimum 3½" diameter borehole including continuous split spoon samples in the first ten (10) feet of drilling and on five (5) foot intervals otherwise. Grout seal borings.	4 days	\$7,500/day	\$30,000
4	Six (6) CPT's advanced from existing concrete deck to El. -70' (MLW) except for CPT6 reaching Tip El. -100' or CPT refusal	3 days	\$5,000/day	\$15,000
5	Three (3) water SPTs (changed from CPT's) advanced from a barge to El. -70' (MLW). Grout Seal borings.	3 days	\$7,500/day	\$22,500
6	Recovery of 3 inch diameter undisturbed tube samples	12 samples	\$300/each	\$3,600
7	Drill through existing concrete deck for advancing borings and CPT's. Grout the holes of concrete deck after drilling	11 locations	\$500/each	\$5,500
8	GPR scanning of core locations on deck	2 days	\$2,000/day	\$4,000
Drilling prices include TWIC badge escort				
Laboratory Testing – including Sample Shipment, Storage and Providing Test Results				
9	Moisture Content laboratory testing (ASTM D2216)	20	\$15.00/test	\$300.00

10	Grain size distribution (ASTM D422 and D1140)	20	\$200.00/test	\$4,000.00
11	Atterberg limits (ASTM D4318)	16	\$75.00/test	\$1,200.00
12	Unconfined Compression tests of cohesive soils (ASTM D2166)	8 tests	\$200.00/test	\$1,600.00
13	Clay consolidation test	3 tests	\$500.00/test	\$1,500.00
14	2 sets of Triaxial consolidated undrained testing on clay (each set consists of 3 tests under various consolidation pressures)	6 points	\$650.00/test	\$3900.00
Project Management and Engineering Services				
	Principal Engineer	40	\$225/hr	\$9,000.00
	Senior Engineer	64	\$175/hr	11,200.00
	Staff Engineer	80	\$120/hr	\$9,600.00
	CAD Technician	24	\$95/hr	\$2,280.00
Total Estimated Cost				
				\$163,930

NCB-8 and WTB Dredging				
Item No.	Description	Estimated Quantity	Unit Price	Total Item Amount
Field Exploration				
1	Mobilization and demobilization of all drilling equipment and supplies (including a barge) necessary to perform water borings	1	LS	\$15,000
5	Four (4) water SPTs advanced from a barge to El. -70' (MLW). Grout Seal borings.	4 days	\$7,500/day	\$30,000
		Drilling prices include TWIC badge escort		
Laboratory Testing - including Sample Shipment, Storage and Providing Test Results				
9	Moisture Content laboratory testing (ASTM D2216)	12	\$15.00/test	\$180.00
10	Grain size distribution (ASTM D422 and D1140)	10	\$200.00/test	\$2,000.00
11	Atterberg limits (ASTM D4318)	12	\$75.00/test	\$900.00
Project Management and Engineering Services				
	Principal Engineer	12	\$225/hr	\$2,700.00
	Senior Engineer	16	\$175/hr	\$2,800.00
	Staff Engineer	24	\$120/hr	\$2,880.00
	CAD Technician	12	\$95/hr	\$1,140
Total Estimated Cost				\$59,600

Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

Section:	
Item Number:	1.G
Department:	Engineering
Requested Action:	Consideration of approving Change Order #4 to Ivey's Construction Inc., for the CT3 Terminal. Decrease PO P-123602 by (\$64,595.00) for unused GMP funds. (Tom Foxhoven/Bill Crowe)
Summary Explanation & Background: During each project, contract modifications are required to keep each project current and to close those projects out that have been completed. The above changes are final or progress changes in scope and costs to keep all contracts current. Staff requests approval of the above change order for unused GMP contingency funds.	
Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total amount of (\$64,595.00) is included in the FY23 Capital Budget, no change is required. Project 2271 - CT3. Any unused savings will applied to the Contingency Project line item (Project 2273) to be used for other capital needs.

Attachments:

[1G Cover Page.pdf](#)

[CT3 CO#4 Ivey_s signed.pdf](#)

Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

Section:	
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Financial Impact:	Yes
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	No
Financial Review:	The total amount of (\$64,595.00) is included in the FY23 Capital Budget, no change is required. Project 2271 - CT3. Any unused savings will applied to the Contingency Project line item (Project 2273) to be used for other capital needs.

Attachments:

[CT3 CO#4 Ivey_s signed.pdf](#)



CANAVERAL PORT AUTHORITY
CT3 Terminal Construction
Ivey's Construction, Inc., PN 18-013
CHANGE ORDER # 4

Contract Total To Date FROM: \$51,997,822.05
JL : 2271-17018-19200, PO P-123602

Item 1 ODP Reconciliation/Adjustments Increase \$19,989.19
Item 1 Final Closeout - deduct unused funds Decrease (\$84,584.19)

NEW CONTRACT TOTAL: \$51,933,227.05

GENERAL: No changes other than those listed above are authorized. In WITNESS WHEREOF,
the parties hereto set their hands and seals March 1, 2023.

Inclusion of the Change Order #

[Handwritten signature of William E. Crowe]

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

CANAVERAL PORT AUTHORITY

Ivey's Construction, Inc., PN 18-013

BY: Kevin P. Markey, Chairman

[Handwritten signature of Rocky Johnson]
BY: Rocky Johnson, Vice President

Attest: Adm. Wayne Justice
Secretary/Treasurer

[Handwritten signature of Liana Foster]
Attest: Liana Foster, Project Coordinator



Owner Direct Purchase Project Close Out

General Contractor: Ivey's Construction, Inc.
Project Name: CT3 Terminal
Contract Number: 18-013
Project Number: 2271-17018-19200

Vendor Name	PO #	Materials	Freight	Sales Tax/ Use Tax	Brevard County Surtax	Total Paid
Reliable Sprinkler	P-125625	14,307.73	-	858.46	-	15,166.19
Standard Precast	P-123753	4,550.00	-	273.00	-	4,823.00
TOTALS		18,857.73	-	1,131.46	-	19,989.19

Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

Section:	
Item Number:	2.A
Department:	Information Technology
Requested Action:	<p>Consideration of approving a piggyback to the Master Agreement for Parking Access Revenue Control System (Contract Number 05-60 for RFP #18-21) between the National Cooperative Purchasing Alliance (acting on behalf of the Texas Region 14 Education Service Center) (“NCPA”) and FlashParking, Inc. (“Flash”) dated August 27, 2021, for Flash’s hardware, software, and services.</p> <p>Request that the Board authorize staff to:</p> <ul style="list-style-type: none">a. Issue project purchase orders for Flash hardware, integration services, and installation at Cruise Terminal 10 in an amount NTE \$360,000b. Negotiate and enter into a 5-year service agreement for Flash “software as a service” in an amount not to exceed \$67,202.40, subject to all contract documentation's review and approval by legal (Mark Lorusso, Clyde Mathis).
Summary Explanation & Background:	<p>The CPA’s Parking Access Control Revenue System (“PARCS”) is operated by Cruise Operations to control access and collect revenue at cruise terminal parking facilities. The existing field equipment is at or beyond its expected useful life and requires constant repair by the current vendor. The equipment is prone to failure and requires significant oversight by staff. In addition, the vendor support is unreliable and the time to resolution is excessive resulting in business and continuity impacts.</p> <p>To address the need for a new PARCS system, the Next Gen PARCS Project was initiated. A project team was formed amongst several CPA departments with representatives from Cruise Operations, Engineering, Finance, IT, and Process Improvement. This team documented the business requirements, identified areas for process improvement, and identified prospective PARCS systems for evaluation. Through an informal selection process, six (6) different PARCS systems were evaluated based on alignment with the business requirements, site visits to reference customers’ parking facilities, and overall cost to install and operate. Flash was deemed most qualified based on customer references, innovative technology, ability to exceed CPA’s business requirements, industry leading serviceability of equipment, and total cost of ownership.</p> <p>Flash’s response to the NCPA solicitation constitutes the contract between the NCPA and Flash (the “Master Agreement”) and is the underlying contract to be piggybacked as it was identified as meeting the CPA’s needs listed above. That Master Agreement contains a provision that provides for Flash to enter into separate or supplemental agreements with participating entities to further define the level of service, scope of work, and other requirements those entities need.</p>

Additional benefits of the Flash system include:

- Improved customer experience
- Execute transactions more efficiently and accurately
- Labor efficiencies
- Capturing additional revenue from back-to-back cruise passengers

On December 7, the board approved phase 1 to install the system at the Cruise Terminal 1 garage and the surrounding surface lots (18 lanes of equipment) for an amount NTE \$878,300.

During the holidays, significant increases in passenger traffic at Cruise Terminal 10 coupled with the rapid debarkation of passengers is causing traffic backups and customer complaints. Staff identified the current pay-on-exit configuration as one of the main causes of the backups. As a result, staff recommends moving up the start date to convert CT10's PARCS system to the Flash pay-on-entry system (8 lanes of equipment). The gradual arrival of passengers for embarkation will alleviate the traffic backups and significantly improve the customer experience when parking at Port Canaveral. Phase 2 will install the system at Cruise Terminals 3, 5, 6, and 8. Phase 2 infrastructure design and scope is currently planned to commence in FY23 with installation planned for FY24.

Total capital project budget for the CT10, Flash scope of work is \$360,000 (actual costs quoted at \$324,967.50 (plus a 10% contingency)). Staff will request board approval for the phase 2 scope of work at a future meeting.

The addition of CT10 increases the annual operating cost for the PARCS software as a service by \$13,440.48 per year for five (5) years (total cost \$67,202.40). The total annual operating cost for CT1 and CT10 is \$59,761.56 per year for five (5) years (total cost \$298,807.80). The operating budget approved by the commission on an annual basis shall include the software as a service cost. Amendments to the agreement may be required as parking facilities or lanes are added or removed. As business rules change, staff may be required to execute additional purchase orders not to exceed \$100,000 for scoped change requests to the system.

The NCPA solicitation, Master Agreement, and pricing have been reviewed and approved for use by Procurement and General Counsel. Quoted pricing is compliant with the NCPA price list.

Recommendation: Staff recommends approval.

Financial Impact:	Yes
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	This item includes both capital and operational costs. The total not to exceed amount of \$360,000 is included in the FY23 Capital Budget. No increase is required. Project 1130 - Parking Lots. The amount not to exceed \$298,808 is for 5 years. The FY23 portion is included in the FY23 Operating Budget and no change is required. Future year operational costs will be reflected in the operational budget for the appropriate years.

Attachments:

Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

Section:	
Item Number:	3.A
Department:	Real Estate
Requested Action:	Consideration of approving a U.S Government Lease For Real Property with the United States of America, acting by and through a duly authorized official of the Department of Homeland Security, the United States Coast Guard (“Tenant”) for the lease of a portion of the building located at 640 Magellan Road (“Premises”). This document has been reviewed and approved by General Counsel. (Mark Milisits)
<p>Summary Explanation & Background: The U.S.C.G. has been operating at the Premises since 2017 with their current lease expiring March 31, 2023. This location supports the Marine Safety Detachment under Sector Jacksonville and, among other things, provides facility inspections and security plan review, as well as safety and compliance examinations for cruise and cargo vessels. The U.S.C.G. has requested to remain in the Premises until the completion of its new facility on Grouper Road.</p> <p>Tenant: United States of America, Department of Homeland Security, United States Coast Guard Premises: A portion of the building located at 640 Magellan Road Size: Approximately 2,263 square feet Term: 12 months (April 1, 2023 - March 31, 2024) Extension Options: One (1) option for a period of twelve (12) months Use: General administrative office Total Rent Revenue: \$82,546.44 (initial Term only) Capital Improvements by CPA: None</p> <p>Recommendation: Staff recommends approval.</p>	
Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[3A Cover Page.pdf](#)

Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

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Item Number:	3.A
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Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[D7_SEC JACK_PORT CANAVERAL_HSCG82-23-1-0004_FNL_6.pdf](#)

STANDARD FORM 2
FEBRUARY 1965
EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41 CFR) 1-16.601

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:
APRIL 1, 2023

LEASE No.: HSCG82-23-1-0018
D7_SEC JACKSONVILLE_MSD CAPE CANAVERAL

THIS LEASE, is made and entered into this date by and between CANAVERAL PORT AUTHORITY, an independent special taxing district political subdivision of the State of Florida (hereinafter called the "Lessor"), whose address is 445 Challenger Road, Suite 301, Cape Canaveral, Florida 32920 and whose interest in the property hereinafter described as fee simple, and by the authority of 14 U.S.C. § 501, the UNITED STATES OF AMERICA, acting by and through a duly authorized official of the Department of Homeland Security, the United States Coast Guard, (hereinafter called the "Government"):

WITNESSETH: The parties, hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises, hereinafter referred to as the "Premises".

Site Address: 640 Magellan Road, Cape Canaveral, FL 32920

Leased Premises: That certain portion of shared building locate at 640 Magellan Road, Cape Canaveral, FL, as depicted in Exhibit "A", attached hereto and incorporated hereby (herein referred to as the "Building") containing approximately 2,263 square feet (SF) of general office space, as more particularly described in Exhibit "B", attached hereto and incorporated hereby (such portion of the Building referred to herein as the "Premises").
2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term beginning on April 1, 2023, through March 31, 2024, subject to termination and renewal rights as may be hereinafter set forth. Subject to the continued needs, the Lease may, at the option of the Government, be renewed annually through 31 March 2025. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year to a maximum time of two (2) years provided notice be given in writing to the Lessor at least thirty (30) days before the end of the original lease term; all other terms and conditions of this lease remain the same during the renewal term unless otherwise agreed to by all parties with a signed modification to this lease.
3. Rent payments shall be paid by electronic funds transfer and shall be made payable to: CANAVERAL PORT AUTHORITY All rents are subject to Congress granting annual appropriations. All lease payments will be made from USCG accounts.
4. Rental payments shall be paid by: US Coast Guard Finance Center, 1430A Kristina Way, Chesapeake, Virginia 23326-1728. For help or assistance, contact FINCEN Customer Service at 800-564-5504 or 757-523-6940.
5. CONSIDERATION: The Government shall pay Lessor annual base rent in the amount of \$ 82,546.44 (Eighty-One Thousand Five Hundred Forty-six dollars and forty-four cents), at a rate of \$ 6,878.87 (Six Thousand Seven Hundred Seventy-seven dollars) per month, payable in arrears. Rent for a lesser period shall be prorated. Rental rate shall escalate annually at the annual rental rate of three percent (3%) annually. The Federal Fiscal Year (FY) runs 01 October to 30 September annually. All payments are made in arrears.

Option One: April 1, 2024 – March 31, 2025 - \$ 85,022.83 annually, \$ 7,085.24 monthly
6. TERMINATION. The Government may terminate this lease, without cause, at any time by giving at least ninety (90) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. The Lessor may terminate this Lease, without cause, at any time by giving at least ninety (90) days notice in writing to the Government and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing from the date of receipt of termination notice.
7. NOTICE. This lease will continue with the same terms and conditions, unless and until the Government shall give notice of termination in accordance with paragraph 6, provided that adequate appropriations are available from year to year for payment of rentals, and provided further that this lease shall in no event extend beyond March 31, 2025. A Supplemental Lease Agreement will be utilized to make changes/adjustments to this lease.

8. TAX IDENTIFICATION. All leases must include either a nine-digit Federal Tax Identification number or a Social Security Number. Please indicate below:

Name of Lessor: Canaveral Port Authority

Federal Tax ID Number: 59-6002482

Lessor Telephone Number: (321) 394-3260

9. ELECTRONIC FUNDS TRANSFER. The Government will make payments under this lease by electronic funds transfer (EFT). After award, but no later than 30 days before the first payment, the Lessor shall designate a financial institution for receipt of EFT payments, and shall submit this designation via internet by completing the EFT form at https://www.fincen.uscg.mil/secure/enrollment_form.htm in accordance with paragraph 5.

a. In the event the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and the required information specified in 6 above must be received by the appropriate Government official no later than 30 (thirty) days prior to the date such change is to become effective.

b. The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Lessor or an authorized representative designated by the Lessor, as well as the Lessor's name and lease number.

c. Lessor's failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

d. Lessor is responsible for keeping their Systems for Awards Management (SAM) account current. In the event that the Lessor's SAM expires, the Government will cease making payments under this Lease until the Lessor renews the SAM registration. This will apply to all payments that the Government is required to make under this Lease, and no interest shall be accrued as the result of such non-payment. Lessor may access SAM registration electronically at www.sam.gov.

10. PROMPT PAYMENT (SEP 1999). The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

11. INTEREST PENALTY. An interest penalty shall be paid automatically by the Government, without request from the Lessor, if payment is not made by the due date and Lessor has a valid electronic funds transfer (EFT) on file. The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. § 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. Interest penalties will not continue to accrue after the filing of a claim for such penalties under the Disputes clause, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid. Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with Disputes clause 52.223-1. (refer to paragraph 31) For more information on interest penalty and prompt payments visit <https://fiscal.treasury.gov/prompt-payment>.

12. COMPLIANCE WITH APPLICABLE LAW. The Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or lessor, or both, of the Premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

13. MAILING. Mailing refers to Certified Mail with a return receipt and the date of acceptance being the start date.

14. CHANGE OF OWNERSHIP NOTIFICATION. Lessor will notify Government within Thirty (30) days of any transfer of ownership of the described property; or change in payment mailing address. The Government will be notified of any accepted pending sales contracts as soon as the Owner has accepted a deposit on the property or other monies have been accepted in the sale of the property.

15. SUCCESSORS BOUND. The Lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, and successors.

16. INDEMNIFICATION. The Government, in the manner and to the extent provided by the Federal Tort Claims Act as amended (28 U.S.C. § 2671-2680), shall be liable for, and shall hold the Lessor harmless from claims for damage or loss of property, personal injury or death caused by the acts or omissions of the Government, its officers, employees and agents in the use of the leased premises.

17. UTILITIES/SERVICES. The Lessor shall furnish to the Government electric and water service for the Government's daily operations on this facility.

18. INGRESS/EGRESS. Lessor hereby grants to the Government, its contractors and other duly assigned personnel, the right of ingress and egress (both vehicular and pedestrian) necessary or convenient for the installation, use, maintenance, repair, operation, and replacement of Government-owned equipment and improvements across Lessor's property. The government shall have 24 hour unrestricted access to the following: The Lessor shall provide 24 hours point of contact for any after-hour business activity.

19. GOVERNMENT INSPECTION. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.

20. PERFORMANCE FAILURE. If Lessor fails to cure or remedy any failure to perform any service, to provide any item, or meet any requirement of the lease within thirty (30) days of Government's written notice to Lessor, Government may deduct any cost incurred for the service or item, including administrative costs, from rental payments or Government may perform the service, provide the item, or meet the requirement, either directly or through a contract.

21. DESTRUCTION OF LEASE SPACE. If the leased area is partially or totally destroyed or damaged by fire or other casualty so that the leased space is untenantable, as determined by the Government, the Government will provide a maximum of one hundred and twenty (120) days to rebuild, subject to tenantable condition as determined by the Government. During this period, no lease charge is to be incurred by the Government. Any such payments, by the Government, to the Lessor will be promptly returned to the Agency listed in paragraph 4. The Government may terminate the lease upon 15 calendar days written notice to the Lessor and no further rental will be due if the new building/facility is not fully functional by the end of one hundred and twenty (120) day period.

22. TENANTABLE CONDITION. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under the lease, in good repair and tenantable condition. Upon request of the U.S.C.G. Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational. The space is for exclusive use of government and authorized personnel. Lessor shall ensure all leased provided facilities shall be compliant with all fire safety, CO2 gas sensors, smoke alarms, fire extinguishers, and illuminated exit, access and egress requirements, if applicable, as per State and Federal Law. If necessary, Lessor shall allow signage to ensure compliance with DHS physical security requirements, identifying government property and if necessary for national security, displaying of restricted access to all leased provided facilities in a mutually agreed upon location.

23. ANTI-DEFICIENCY ACT (31 U.S.C. § 1341, as amended). Nothing in this lease shall constitute an obligation of funds of the United States in advance of an appropriation thereof.

24. INSURANCE. The Government is a self-insured entity.

25. TAXES AND ASSESSMENTS. The Government is not responsible or liable for any real property or personal property taxes, personal taxes, nor assessments levied or assessed upon or against the leased premises.

26. CONDITIONS OF USE. The Government is responsible for meeting all applicable Federal, State and local safety and other codes, and for obtaining all applicable Federal, State, and local permits, licenses, or other authorization required for operation of its equipment.

27. EQUIPMENT INSTALLATIONS, MAINTENANCE, INTERFERENCE, AND REMOVAL. The Government is solely responsible for all costs connected with the installation and maintenance of all Government-owned equipment located on the Leased premises. Installation and operation of Government equipment shall be done according to applicable government codes and accepted industry standards. Upon termination or expiration of this lease, the government will be responsible for the complete removal of any installed equipment, that was installed prior by the Government on the lessor's property, unless otherwise agreed to in writing by both parties at the time of lease termination and/or expiration.

28. WARRANTY. Lessor makes no warranty, express or implied, as to the suitability of the leased premises for the Government's intended use or purpose and expressly disclaims any such warranty. Lessor does not guarantee an uninterrupted continuous electrical power supply to the leased premises. Government acknowledges that there may be periods of electrical power outages to the leased premises from time to time, and Government fully accepts the risks and consequences caused by such outages.

29. SUBLETTING/ASSIGNMENT. Government may not sublet or assign the leased premises.

30. SEVERABILITY. If any term or provision of this lease is held invalid or unenforceable, the remainder of this lease shall not be affected thereby and each term and/or provision hereof shall be valid and enforced to the fullest extent permitted by law.

31. DISPUTES (DEC 1998). This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. § 601-613). Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

a. "Claim", as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be

resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (b)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

b. (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state 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 Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

c. For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

d. The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

e. If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

f. The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required), or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.21, interest shall be paid from the date that the Contracting officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided for in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

32. Lease administration and points of contact. Administration of subject lease will be accomplished by:

Government's point of contact:

Commander, U. S. Coast Guard,
Civil Engineering Unit Miami
Planning and Real Property Division
Jacqueline Mezquita, Real Property Specialist
15608 S. W. 117th Avenue
Miami, Florida 33177
305-278-6685
Email: Jacqueline.mezquita2@uscg.mil

Lessor's point of contact:

CANAVERAL PORT AUTHORITY
ATTN: Mr. Mark Milisits
Director, Real Estate
445 Challenger Road
Cape Canaveral, FL 32920
321-394-3260
Email: MMilisits@portcanaveral.com

Lessor's Point of Contact for 24-hour emergency contact information:

Name: _____

Phone Number: _____ Alternate Phone Number: _____

33. ASSIGNMENT OF CLAIMS (JAN 1986).

a. The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 15 (hereafter referred to as "the Act"), may assign its right to be paid amounts due or to become due as a result of the performance by contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

b. Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

c. The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such in writing.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

34. Default by Lessor During the Term (Sep 1999)

(a) Each of the following shall constitute a default by Lessor under this lease:

(1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.

(2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause

35. Default in Delivery—Time Extensions (Sep 1999)

(a) With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date, time is of the essence. If the Lessor fails to work diligently to ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease. Such termination is effective when received by Lessor. The Lessor and the Lessor's sureties, if any, are jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government is entitled to the following damages:

(1) The Government's aggregate rent, estimated real estate tax, and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term. If the Government procures replacement premises for a term (including all option terms) in excess of this lease term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.

(2) All administrative and other costs the Government incurs in procuring a replacement lease or leases.

(3) Other, additional relief provided for in this lease, at law, or in equity.

(b) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date Lessor receives notice from the Contracting Officer specifying such damages.

(c) Delivery by Lessor of less than the minimum ABOA square footage required by this lease shall in no event be construed as substantial completion, except as the Contracting Officer permits.

(d) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays, and (2) the Lessor within 10 days from the

beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

36. GENERAL CLAUSES. This lease incorporates by reference the applicable clauses in GSA Form 3517A and GSA Form 3517B-16 ("General Clauses"), with the same force and affect as if they were given in full text. Upon request, the Government will make the full text available or the full text may be found at <http://www.gsa.gov/leasingform> .

37. REFERENCE. This lease supersedes HSCG82-17-1-0019.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR:

BY _____
(Signature) (Official title)

IN PRESENCE OF:

BY _____
(Signature) (Address)

UNITED STATES OF AMERICA DEPARTMENT OF HOMELAND SECURITY/US COAST GUARD

BY _____
(Signature) (Official title)

EXHIBIT "A"



Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

Section:	
Item Number:	3.B
Department:	Real Estate
Requested Action:	Consideration of approving consent to a Landlord Waiver and Agreement for a leasehold mortgage between Southern Marinas Harbortown, LLC and Synovus Bank. These documents have been reviewed and approved by General Counsel. (Michael Zeiler)
<p>Summary Explanation & Background: Southern Marina Harbortown, LLC (“Harbortown”) operates a full-service marina on upland facilities that it owns at 2700 Harbortown Drive in Merritt Island. Under that certain Fifty Year Lease dated August 8, 1979, as amended and assigned (“Lease”), Harbortown leases approximately 3.5 acres of mostly submerged land from the CPA for access to the Barge Canal. Several wet slips also extend into the leased premises.</p> <p>To secure funding on its upland parcel, Harbortown and Synovus Bank have requested the CPA’s consent as landlord to a certain Amended and Restated Fee and Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the “Mortgage”) under which the Lease will serve as additional collateral. In the event of a default under the Lease, the Synovus Bank has right, but not the obligation, to step in.</p> <p>Recommendation: Staff recommends approval.</p>	
Financial Impact:	No
Reviewed by General Counsel:	Yes
Reviewed by Port Attorney:	No
Financial Review:	

Attachments:

[3B Cover Page.pdf](#)

[Southern Marinas Harbortown_Landlord Waiver and Agreement.pdf](#)

Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

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

Attachments:

[Southern Marinas Harbortown_Landlord Waiver and Agreement.pdf](#)

LANDLORD WAIVER AND AGREEMENT

THIS LANDLORD WAIVER AND AGREEMENT (this "Agreement"), executed and delivered as of this ____ day of _____, 2023, by and among **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida ("Landlord"), and **SOUTHERN MARINAS HARBORTOWN, LLC**, a Delaware limited liability company ("Company"); and **SYNOVUS BANK**, in its capacity as Administrative Agent ("Agent").

WITNESSETH

WHEREAS, Southern Marinas II REIT, LLC, a Delaware limited liability company, Company, certain other Loan Parties, Agent and certain other lenders intend to enter into a Credit Agreement (together with any and all renewals, extensions, amendments, modifications, substitutions, and replacements thereof, being hereinafter referred to as the "Credit Agreement"; capitalized terms which are undefined herein shall have the meaning given to such terms in the Credit Agreement) whereby the Agent and the other lenders agree to make certain financial accommodations to the Company, as more particularly set forth therein; and

WHEREAS, the Landlord owns certain property located on or around Canaveral Harbor located at 2700 Harbortown Dr., Merritt Island, FL, Brevard County, Florida 32952 (the "Premises"), legally described on Exhibit A hereto, which Premises is leased by Landlord to Company pursuant to that certain Fifty Year Lease dated August 8, 1979 with Abbys Marina, Inc., a Florida corporation, as assigned to Merritt Island Marine Services, Ltd, a Florida limited partnership, as amended by that certain *Lease Amendment*, dated September 28, 1988, that certain *Second Lease Amendment*, dated December 30, 1991, and that certain *Cancellation of Easements*, dated May 15, 1996 and as further assigned to Harbortown Marina-Canaveral, Ltd., a Florida limited partnership, as assigned to Company, pursuant to that certain *Assignment of Lease*, dated effective December 14, 2021, (said lease, together with any and all renewals, extensions, amendments, modifications, substitutions, assignments and replacements thereof, being hereinafter referred to as the "Lease"); and

WHEREAS, to secure payment and performance of all of Company's obligations and liabilities to Agent under the Credit Agreement and the other loan documents executed in connection therewith (the "Loan Documents"; such obligations and liabilities shall be referred to as the "Obligations"), Agent has required that Company grant to Agent a security interest in all of Company's existing and hereafter acquired property, including, without limitation, Company's rights in the Lease, and Company's accounts, general intangibles, inventory, equipment, chattel paper, instruments, insurance policies and proceeds, investment property, documents, letter-of-credit rights, deposit accounts and accessions, wherever located, and all proceeds and products thereof, together with all additions, substitutions, replacements and improvements to, and proceeds of, the foregoing (collectively, the "Collateral"), some of which may be located at the Premises from time to time;

WHEREAS, the Obligations are more particularly secured by, among other things, that certain Amended and Restated Fee and Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of [even date herewith][_____, 2023] by the Company in favor of Agent, to be recorded in the Public Records of Brevard County, Florida (together with any and all renewals, extensions, amendments, modifications, substitutions, and replacements thereof, being hereinafter referred to as the "Mortgage"), which Mortgage amends and restates that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of January 5, 2023 and recorded on January 6, 2023 at Official Records Book 9691, Page 2329 of the Public Records of Brevard County, Florida; and

WHEREAS, as a condition precedent to making loans or advances under the Loan Documents, Agent has required Landlord to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Landlord hereby covenants and agrees with Agent as follows:

1. Consents, Acknowledgements and Estoppel

(a) Landlord hereby acknowledges and consents to the Mortgage and the assignment of the Company's rights under the Lease, as may be more particularly described in the Mortgage.

(b) Reserved.

(c) Landlord hereby certifies, as of the date hereof, that a true and correct copy of the Lease is attached hereto as Exhibit B and the Lease is in full force and effect and has not been modified, supplemented or amended in any way except as set forth in Exhibit B.

(d) Landlord hereby certifies that, to the best of its knowledge, there is no default by Company in the performance of any of its obligations under the Lease, and there is currently no fact or circumstance which, with the giving of notice or the passage of time, would become a default under the Lease.

(e) Landlord hereby certifies that Landlord has not made any claim against the Company under the Lease, and there currently exist no offsets or defenses against enforcement of any of the terms of the Lease, and Landlord has not given nor received any notices of default under the Lease.

(f) Landlord hereby certifies that the Company has accepted possession of the Premises (as defined in the Lease) and Lease term has commenced and all rents and additional rents due and payable under the Lease have been paid as of the date of this Agreement.

(g) Landlord hereby certifies that it has not assigned its rights to the Premises.

(h) Except as specifically set forth in the Lease, the Landlord hereby agrees that Landlord shall not impede, impair or interrupt the Company's rights to the operation and maintenance of the Premises.

2. Default Under the Lease. Landlord agrees to use commercially reasonable efforts to provide written notice of any default by Company under the Lease (a "Default Notice") at the same time as it sends such notice to Company and Agent shall have the right to cure any default by Company under the Lease; provided that (i) no Default Notice shall be deemed effective until such Default Notice has been provided to Agent; and (ii) Agent shall not be under any obligation to cure any default by Company under the Lease. No action by Agent pursuant to this Agreement shall constitute or be deemed to be an assumption by Agent of any obligation under the Lease, and Agent shall not have any obligation to Landlord unless and until Agent expressly assumes the Lease.

3. Notice from Agent of Default Under the Mortgage. Agent shall provide Landlord with a copy of any notice of default by Company under the Mortgage at the same time as it sends such notice to Company.

4. Lease Modifications. Neither Landlord nor Company shall cancel, modify, or otherwise amend, the Lease without Agent's prior written consent, which shall not be unreasonably withheld or delayed, provided however that nothing contained herein shall affect or limit the rights of Landlord under the Lease.

5. Right of Access. In addition to the rights of access set forth in the Lease, Agent may have access to the Premises at any time for the purpose of inspecting, appraising, repossessing, removing, preparing for sale, advertising, displaying, selling (including conducting "going out of business" sales),

disposing or otherwise dealing with the Collateral or any part thereof in accordance with the terms and conditions of the Loan Documents without objection, delay, hindrance or interference by Landlord; provided that if the "Access Termination Date" (as defined below) has occurred, Agent's right to access the Premises under this Agreement shall be subject to the following: (i) such access period shall terminate 60 days following the Access Termination Date (such period, the "Access Period"), and (ii) during the Access Period (which period of access may be terminated by the Agent at any time), Agent will pay to Landlord an access fee for each day during such Access Period equal to the "Per Diem Fee" (as defined below). The Per Diem Fee shall be payable monthly in advance based on the number of days in a month during such Access Period that Agent estimates for access with a settlement at the end of such month for the actual days of access. "Access Termination Date" means the date that Agent receives written certification from Landlord that the Lease has been terminated and Company has no right of access to the Premises. "Per Diem Fee" means, for any day of a month during the Access Period, the current, non-default basic rent due for such month under the Lease (exclusive of past due rent or charges), divided by 30. Agent shall reimburse Landlord for the cost of any repair of any physical injury to the Premises caused by Agent's removal of the Collateral but Agent shall not be liable for any diminution in value of the Premises caused by the absence of Collateral actually removed or by any necessity of replacing the Collateral. Unless Agent chooses to exercise its right to foreclose or otherwise assume the Company's leasehold interest, Agent shall not be liable for any past due rent owing by Company to Landlord. The right of access provided in this Section 4 is a contractual right granted by Landlord to Agent and is not intended to limit Agent's rights, if any, to obtain access to the Premises as provided in the Lease or in any other manner provided under applicable law.

6. Subordination. Landlord hereby subordinates its rights it now has or may hereafter have under the laws of the State of Florida or by virtue of the Lease, to levy or distraint upon or claim or assert any lien, security interest, right, claim or title to any of the Collateral, whether now existing or hereafter arising, to Agent's right in the Collateral. Agent and Landlord hereby agree that building materials are the property of the Company and part of the Collateral until such time as they are incorporated into the Premises as a fixture. Agent and Landlord hereby agree that the provisions of this Section 5 are made in favor, and shall inure to the benefit, of only Agent and its successors and assigns, and to no other persons.

7. Continued Effectiveness. Agent may, without affecting the validity of this Agreement, extend, amend or in any way modify the terms of the Loan Documents. This Agreement shall continue in force until all of Company's obligations and liabilities to Agent are paid and satisfied in full and all obligations and commitments of Agent under the Loan Documents have been terminated. This Agreement shall inure to the benefit of the successors and assigns of Agent and shall be binding upon the heirs, personal representatives, successors and assigns of Landlord and Company. This Agreement may not be amended or waived except by an instrument in writing signed by Agent, Landlord and Company.

8. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Agreement by facsimile or electronic mail shall be binding on Landlord as if the original of such counterpart had been delivered to Agent.

9. Notices. All notices given under this Agreement shall be sent either by U.S. Mail, postage prepaid, certified, return receipt requested, or by Federal Express or other overnight courier service, at the following address:

If to Agent: Synovus Bank, as Administrative Agent
Attn: Jonathan Simoens
201 East Las Olas Boulevard, Suite 2300
Ft. Lauderdale, FL 33301
Attn: Jonathan Simoens
Email: jsimoens@synovus.com

with a copy (which shall not constitute notice) to:

Moore & Van Allen PLLC
100 North Tryon Street, Floor 47
Charlotte, North Carolina 28202-4003
Attn: Ben Baucom
Email: benbaucom@mvalaw.com

If to Landlord: Canaveral Port Authority
445 Challenger Road, Suite 301
Cape Canaveral, FL 32920
Attn: VP & General Counsel

10. Termination of Agreement. The recording of a release and satisfaction of the Mortgage shall be evidence that this Agreement has been terminated.

[Signatures Contained on Following Page]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the day and year specified at the beginning hereof.

LANDLORD:

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

By _____

Name: _____

Title: _____

AGENT:

SYNOVUS BANK,
in its capacity as Administrative Agent

By _____

COMPANY:

SOUTHERN MARINAS HARBORTOWN, LLC,
a Delaware limited liability company

By _____

EXHIBIT A

Legal Description

Fee Parcel

A PARCEL OF LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 12 AND RUN NORTH 00°09'19" WEST ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 250.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 528; THENCE NORTH 89°18'55" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 562.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°18'55" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 925.01 FEET; THENCE NORTH 00°09'19" WEST, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 220.77 FEET; THENCE SOUTH 89°41'09" WEST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF THE CANAVERAL PORT AUTHORITY BARGE CANAL AS RECORDED IN DEED BOOK 329, PAGE 572, A DISTANCE OF 240.00 FEET; THENCE NORTH 00°09'19" WEST, PARALLEL WITH SAID EAST LINE, A DISTANCE OF 395.0 FEET; THENCE SOUTH 89°41'09" WEST, PARALLEL WITH SAID RIGHT OF WAY LINE, A DISTANCE OF 190.0 FEET; THENCE NORTH 00°09'19" WEST PARALLEL WITH SAID EAST LINE, A DISTANCE OF 250.0 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF THE BARGE CANAL; THENCE NORTH 89°41'09" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1429.61 FEET; THENCE SOUTH 04°41'05" WEST ALONG THE CENTERLINE OF A 50 FOOT DRAINAGE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 2356, PAGE 941, A DISTANCE OF 885.69 FEET TO THE POINT OF BEGINNING.

Leasehold Parcel

A LEASEHOLD ESTATE IN THE FOLLOWING PROPERTY, PURSUANT TO THAT CERTAIN FIFTY YEAR LEASE BETWEEN CANAVERAL PORT AUTHORITY, AS LESSOR, AND ABBYS MARINA, INC., A FLORIDA CORPORATION, AS LESSEE, DATED AUGUST 8, 1979, RECORDED IN OFFICIAL RECORDS BOOK 2206, PAGE 2399, AND AMENDED BY LEASE AMENDMENT, DATED SEPTEMBER 28, 1988, RECORDED IN OFFICIAL RECORDS BOOK 3165, PAGE 3460, AND FURTHER AMENDED BY SECOND LEASE AMENDMENT, DATED DECEMBER 30, 1991, RECORDED IN OFFICIAL RECORDS BOOK 3171, PAGE 1438, AS AFFECTED BY CANCELLATION OF EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 3584, PAGE 956, AS ASSIGNED BY ASSIGNMENTS OF LEASE, RECORDED IN OFFICIAL RECORDS BOOK 2870, PAGE 1974, IN OFFICIAL RECORDS BOOK 2918, PAGE 2717, IN OFFICIAL RECORDS BOOK 3201, PAGE 1397 AND IN OFFICIAL RECORDS BOOK 3552, PAGE 3558, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA:

THAT PARCEL IN THE SOUTH 1/2 OF SECTION 12, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12, THENCE RUN NORTH 0°03'42" WEST ALONG THE EAST BOUNDARY LINE OF SAID SECTION 12 FOR A DISTANCE OF 1141.66 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH BOUNDARY LINE OF THE CANAVERAL PORT AUTHORITY RIGHT-OF-WAY AS RECORDED IN DEED BOOK 329, PAGES 572 THROUGH 600 OF THE PUBLIC RECORDS OF BREVARD COUNTY FLORIDA; THENCE RUN SOUTH 89°46'46" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 512.33 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREAFTER TO BE

DESCRIBED; THENCE FOR A FIRST COURSE RUN NORTH 04°46'42" EAST FOR A DISTANCE OF 158.00 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE WATER'S EDGE OF THE CANAVERAL PORT AUTHORITY BARGE CANAL; THENCE RETURN TO SAID POINT OF BEGINNING AND FOR A SECOND COURSE RUN SOUTH 89°46'46" WEST A DISTANCE OF 970.00 FEET TO A POINT; THENCE FOR A THIRD COURSE RUN NORTH 00°03'42" EAST A DISTANCE OF 158.00 FEET, MORE OR LESS, TO THE WATER'S EDGE OF SAID BARGE CANAL; THENCE FOR A FOURTH AND FINAL COURSE RUN EASTERLY ALONG SAID WATER'S EDGE MEANDERING ALONG A LINE MORE OR LESS PARALLEL TO THE SECOND COURSE AND AN AVERAGE OF 158.00 FEET NORTH OF SAME FOR A DISTANCE OF 983.00 FEET, MORE OR LESS TO THE TERMINUS OF SAID FIRST COURSE.

EXHIBIT B

Lease

[See attached]

Meeting Date

March 1, 2023



AGENDA ITEM REQUEST

Section:	
Item Number:	
Department:	Commission
Requested Action:	Discussion and consideration of CEO Evaluation.
Summary Explanation & Background:	
Financial Impact:	No
Reviewed by General Counsel:	No
Reviewed by Port Attorney:	Yes
Financial Review:	

Attachments: